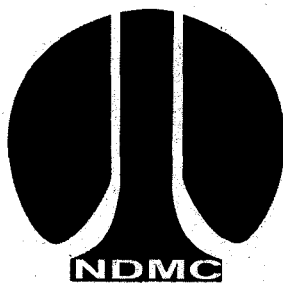


# COUNCIL'S MEETING

**NO. 10/2016-2017**

<b>DATE</b>	<b>:</b>	<b>16<sup>TH</sup> JANUARY, 2017 (FRIDAY)</b>
<b>TIME</b>	<b>:</b>	<b>11-00 A.M.</b>
<b>VENUE</b>	<b>:</b>	<b>COUNCIL ROOM, 3<sup>RD</sup> FLOOR, PALIKA KENDRA, NEW DELHI.</b>



**NDMC**

नई दिल्ली नगर पालिका परिषद्

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



नई दिल्ली नगरपालिका परिषद्

नई दिल्ली नगरपालिका परिषद्

NEW DELHI MUNICIPAL COUNCIL

पालिका केन्द्र, संसद मार्ग, नई दिल्ली-११०००१

Palika Kendra, Sansad Marg, New Delhi-110001

F.25(1)/CS/1/2016/D- 158

Dated: 03 / 01 / 2017.

MEETING NOTICE

The next Meeting of the Council, No. 10/2016-17, will be held on Friday, 16<sup>th</sup> January, 2017, at 11-00 a.m., in the Council Room, 3<sup>rd</sup> Floor, Palika Kendra, New Delhi.

The list of business is enclosed herewith.

You are requested to kindly make it convenient to attend the same.

(CHANCHAL YADAV)  
Secretary

ALL MEMBERS OF THE COUNCIL

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

**COUNCIL'S MEETING NO. 12/2016-17 DATED 16.01.2017 at 11-00 A.M.**

**Arrangement of business**

ITEM NO.	SUBJECT	PAGE	ANNEXURE
	<b>VOLUME - I</b>		
01 (C-24)	Confirmation and signing of the minutes of the Council's Meeting No. 09/2016-17 held on 30.11.2016.	03	04 - 09
02 (A-52)	S/R of Roads in NDMC area. SH: - Micro Surfacing of roads through Cold Mix Technology in the year 2015-16.	10 - 16	17 - 19
03 (B-20)	Construction of Underpass including corridor development works and intersection development at the junction of Benito Juarez Marg and Inner Ring Road. Sub Head: Shifting of H.T. 66 KV 630 sqmm single core XLPE cables for construction of B.J Marg, San Martin Marg, Ring Road service Lane Underpass (Deposit work). Tender I.D. No.: 2016_NDMC_98979_1	20 - 24	
04 (U-17)	NIT for Security Services/Arrangements at various NDMC Premises under Group Contract A,B,C,D,E,F,G,H,J & K.	25 - 26	27 - 79
05 (B-21)	Replacement of 33KV Panel Boards at 33KV Sub-Station Scindia House & Bapu Dham.	80 - 81	
06 (B-22)	Design, Supply, Installation, Testing and commissioning of outdoor high definition LED Video Screen in NDMC area. Tender I.D. No. 2016_NDMC_117533_1	82 - 88	
07 (M-09)	Proposal for conducting a quality assessment of NDMC /Navyug schools by Quality Council of India.	89 - 96	
08 (B-23)	Norms for Annual Maintenance of Various Electrical Services/Work (Review).	97 - 102	103 - 104
09 (B-24)	Supply, Installation, Testing & Commissioning of one 66/11KV, 16/20MVA Power Transformers & two 33/11KV, 16/20MVA Power Transformer at various ESS of NDMC.	105 - 109	110 - 117
10 (B-25)	Annual Maintenance Contract for 518 Nos H.T. Panels, Areva make in NDMC area.	118 - 128	
11 (A-53)	Construction of New Charak Palika Hospital at Moti Bagh, New Delhi.	129 - 133	
12 (A-54)	Up-gradation of playground in various school of NDMC. Sub- Head: Preparation of basket ball, Volley Ball and other playing courts in NDMC School.	134 - 136	137 - 144
13 (G-07)	A. Revision of water tariff in NDMC area	145 - 148	149
13 (K-06)	B. Enhancement of User Charges etc. of Parks.	150 - 153	154 - 164
13 (K-07)	C. Enhancement of User charges etc. of Barat Ghars and Community Centres/Halls	165 - 167	168 - 181
14 (L-29)	Extension of time limit for applying for renewal of licenses or change of trade of license or transfer/partnership or subletting of licence etc.	182 - 184	185 - 197
15 (M-10)	Mid Day Meal scheme for NDMC/Navyug/Aided schools/Balwaris.	198 - 205	

16 (D-03)	a) Acceptance of final reports submitted by M/s.SBICAP to NDMC for the formation of Electricity Distribution Strategic Business Unit (EDSBU) within NDMC. b) Incorporation of all the Administrative, Accounting & IT related changes proposed by M/s.SBICAP in NDMC. c) Implementation of the Accounting changes in the e-financial Application through M/s.e-Governments Foundation, software developer of Integrated Financial Application of NDMC.	206 – 215	
17 (A-55)	Request for proposal (RFP) Selection of Concessionaire, for Setting up and management of 'Happiness Areas' at Children Park	216 – 219	
18 (A-56)	Improvement and revamping the existing water supply including water audit, consumers survey, GIS Mapping Measures to reduce NRW/ UFW, Achievement of service level benchmark and upgrading the system for continuous (24x7) water supply to the command area of NDMC.	220 – 228	229 – 239
19 (C-25)	Contracts/Schemes involving an expenditure of Rs.1 Lac but not exceeding Rs.200 lacs.	240	241 – 259
20 (C-26)	Action Taken Report on the status of ongoing schemes/works approved by the Council.	260	261 – 279
	<b>VOLUME II</b>		
21 (C-27)	Annual Administrative Report for the year 2015-16	280 – 281	Separate Booklet placed on table
22 (D-05)	Grant of Exclusive Co-Branding and Advertisement Rights at selected Subways of NDMC.	282 – 291	
23 (X-04)	Collaboration towards providing technical and skill development training with ICICI Academy for Skill.	292 – 296	297 - 327

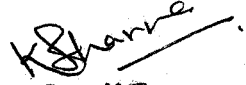
ITEM NO. 01 (C-24)

Copy of Reso. No.....  
of  
Council's Ordinary Meeting  
Dated.....

Confirmation and signing of the minutes of the Council's Meeting No. 09/2016-17  
held on 30.11.2016. (See pages 4 - 9 )

**COUNCIL'S DECISION**

Minutes confirmed.

  
For Secretary  
New Delhi Municipal Council  
Palika Kendra, New Delhi

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

**MINUTES OF THE COUNCIL'S MEETING NO. 09/2016-17 HELD ON 30.11.2016 AT 4-30 P.M.  
IN THE COUNCIL ROOM, PALIKA KENDRA, NEW DELHI.**

MEETING NO.	:	09/2016-17
DATE	:	30.11.2016
TIME	:	4-30 P.M.
PLACE	:	PALIKA KENDRA, NEW DELHI

**PRESENT:**

1. Smt. Meenakshi Lekhi	-	Presiding Officer
2. Shri Naresh Kumar	-	Chairperson
3. Sh. Karan Singh Tanwar	-	Vice Chairperson
4. Sh. Surender Singh	-	Member
5. Sh. Abdul Rasheed Ansari	-	Member
6. Dr. Anita Arya	-	Member
7. Sh. B. S. Bhati	-	Member
8. Ms. P. S. Srivastava	-	Member
9. Smt. Chanchal Yadav	-	Secretary

ITEM NO.	SUBJECT	DECISION																								
	VOLUME - I																									
01 (C-21)	Confirmation and signing of the minutes of the Council's Meeting No. 08/2016-17 held on 03.11.2016.	<p>Minutes confirmed, subject to following changes in decision recorded against Item Nos. 12 (K-05) and 30 (E-18):-</p> <p><b>"12 (K-05)</b></p> <p>The Council resolved to accord approval for:</p> <p>(i) increase in the employee contribution under Hitkari Nidhi Yojana as per details given below:-</p> <table><tr><th>S. No</th><th>Employee category</th><th>Existing contribution of HNY</th><th>Proposed contribution of HNY</th></tr><tr><td>1</td><td>A</td><td>Rs.200/- P.M.</td><td>Rs.500/- P.M.</td></tr><tr><td>2</td><td>B</td><td>Rs.150/- P.M.</td><td>Rs.400/- P.M.</td></tr><tr><td>3</td><td>C</td><td>Rs.125/- P.M.</td><td>Rs.300/- P.M.</td></tr><tr><td>4</td><td>D</td><td>Rs.100/- P.M.</td><td>Rs.200/- P.M.</td></tr><tr><td>5</td><td>RMR</td><td>Rs.100/- P.M.</td><td>Rs.100/- P.M.</td></tr></table> <p>(ii) the ratio of contribution by the Council and employees' contribution shall remain same as provided vide Council Resolution No. 19(K-1) dated 27.05.2005;</p> <p>(iii) payment of an amount of Rs.50,000/- (Rupees Fifty Thousand only) to the spouse of such deceased employee/RMR/serving TMR immediately in case of death of an employee /RMR/ serving TMR. In case of (a) death of spouse, or (b) divorced employee /RMR/ serving TMR, such amount be released to eldest children (son or daughter) as per Personal File of such deceased employee/RMR/ serving TMR</p>	S. No	Employee category	Existing contribution of HNY	Proposed contribution of HNY	1	A	Rs.200/- P.M.	Rs.500/- P.M.	2	B	Rs.150/- P.M.	Rs.400/- P.M.	3	C	Rs.125/- P.M.	Rs.300/- P.M.	4	D	Rs.100/- P.M.	Rs.200/- P.M.	5	RMR	Rs.100/- P.M.	Rs.100/- P.M.
S. No	Employee category	Existing contribution of HNY	Proposed contribution of HNY																							
1	A	Rs.200/- P.M.	Rs.500/- P.M.																							
2	B	Rs.150/- P.M.	Rs.400/- P.M.																							
3	C	Rs.125/- P.M.	Rs.300/- P.M.																							
4	D	Rs.100/- P.M.	Rs.200/- P.M.																							
5	RMR	Rs.100/- P.M.	Rs.100/- P.M.																							

		<p>immediately. Further, in case of (a) non-mentioning of children in Personal file or (b) unmarried employee/RMR/ serving TMR, such amount be released to mother or father (in case mother not alive) of such deceased employee/RMR/ serving TMR immediately. Welfare Department to disburse the amount in cash to the eligible next to kin within two working days.</p> <p>(iv) payment of an amount of Rs.50,000/- (Rupees Fifty Thousand only) each time for marriage of <b>daughter or son</b> of an employee/RMR (i.e. payment of Rs.50,000/- restricted to maximum two times);</p> <p>(v) payment of an amount of Rs.3,500/- (Rupees Three Thousand and Five Hundred only) to Rs.33,000/- (Rupees Thirty Three Thousand only) for reimbursement of education fees on the basis of course of study upto two children of an employee/RMR (i.e. maximum two times payment of Rs.3,500/- to Rs.33,000/-). Such reimbursement (each time) shall be limited to fees charged by a Government institution, preferably of GNCTD, for same course (in case no same course, then similar type of course); and</p> <p>(vi) Payment of upto Rs.50,000/- (Rupees fifty thousand only) in place of Rs.20,000/- (Rupees twenty thousand only) for prolong illness to the RMR.</p> <p><b>30 (E-18)</b> The Council resolved that:</p> <ol style="list-style-type: none"> <li>all patients, <b>excluding</b> NDMC employees and their dependents, visiting NDMC AYUSH Polyclinic for Panchakarma, Yoga &amp; Naturopathy treatment/ procedures will have to pay charges at rates of CGHS as amended from time to time in this regard;</li> <li>in case, CGHS rates does not exist for any treatment, then rates of Ayush Wellness Centre in the President's Estates will be applicable;</li> <li>if neither CGHS nor President Estate's Ayush Wellness Centre rates are available for any treatment, then the same would be decided by a Committee consisting of <ol style="list-style-type: none"> <li>Secretary, NDMC,</li> <li>Financial Adviser, NDMC,</li> <li>Director (Medical Services), NDMC, and</li> <li>CMO I/C AAYUSH, NDMC</li> </ol> after obtaining approval from Chairperson, NDMC. </li> </ol> <p>It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council."</p>
02 (M-07)	Mid Day Meal scheme for NDMC/ Navyug/ Aided schools/ Balwaris.	<p>The Council also resolved to form a Committee consisting of:</p> <ol style="list-style-type: none"> <li>Vice Chairman, NDMC</li> <li>Sh. Abdul Rasheed Ansari, Member, NDMC</li> </ol>

		<p>c. Director (Education), NDMC d. Director (Finance), NDMC</p> <p>to review the recommendations of the selection sub-committee in view of reports of School Management Committees and seek advice from nutritional experts.</p> <p>The Council resolved to extend the supply of mid day meal works to the existing contractors till a final decision is taken by the Council in this regard.</p> <p>The Council further resolved that the concerned Department shall place this agenda item for consideration of the Council in its next meeting after receiving recommendations of the above mentioned Committee in this regard.</p>
03 (F-01)	Withdrawal of para 10 of Resolution No.09 dated 14.01.2011 related to Property Tax Department of NDMC.	<p>Resolved by the Council to withdraw the decision taken in para-10 of the Resolution No.09 (F-2) dated 14<sup>th</sup> of Jan., 2011, with immediate effect.</p> <p>It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.</p>
04 (A-44)	Construction of Underground Multilevel Car Parking at Khan Market, New Delhi.	<p>Resolved by the Council to accord approval for Construction of underground multilevel car parking at Khan Market, New Delhi.</p> <p>The Council also resolved to accord permission for demolition of the old existing structure in the plot allotted to NDMC and using the same for surface car parking till the construction of underground multilevel car parking is matured.</p> <p>It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.</p>
05 (L-25)	Status report in respect of Hotel Taj Mansingh.	<p>Information noted.</p> <p>Resolved by the Council that the Ld. Additional Solicitor General may be requested to take all necessary steps to get the stay order dated 21.10.2016 passed by Hon'ble Supreme Court in SLP(Civil) No.33397/2016 vacated, and get the said SLP dismissed at the earliest.</p> <p>It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.</p>
06 (L-26)	e-Auctioning of Property situated at 1, Janpath earlier known as Hotel Asian International.	Resolved by the Council to accord approval for auction of the property situated at 1, Janpath earlier known as Hotel Asian International as per reserve price fixed by M/s. SBICAPS and as per terms & conditions and licence deed finalized by the Estate-I

		<p>Department in consultation with Finance Department as annexed with the preamble.</p> <p>It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.</p>
07 (L-27)	<p>Proposal in respect of property situated at plot no. 37, Bhagat Singh Marg, New Delhi, known as Prominent Hotel (The Connaught).</p>	<p>Resolved by the Council to conduct the e-auction of the property situated at 37, Bhagat Singh Marg, New Delhi, earlier known as "The Connaught" as per the reserve price to be fixed by the SBICAPS, in pursuance to their Service Agreement entered with NDMC and as per Terms and Conditions and Licence Deed placed before the Council with the preamble.</p> <p>It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.</p>
08 (A-45)	<p>S/R of Roads in NDMC area. SH: - Micro Surfacing of roads through Cold Mix Technology in the year 2015-16.</p>	<p>Deferred.</p> <p>The Council resolved that the concerned Department shall annex comparative statements of all bidders in the agenda and place it before the Council for consideration in its next meeting.</p>
09 (A-46)	<p>Repair and maintenance of infrastructure assets in R-II division. SH: Survey Report of dismantled material lying with Golf Link Service Centre.</p>	<p>Resolved by the Council to accord approval of the survey report amounting to Rs. 1,18,975/- (Rupees One lacs Eighteen Thousand Nine Hundred Seventy Five Only) for dismantled material lying with Golf Link Service centre.</p> <p>The Council also resolved to direct to remove similar scrap material from other service centres after following requisite codal formalities.</p>
10 (A-47)	<p>Demolition of existing Kashmiri Migrant building and Barat Ghar, Bapu Dham, Chankya Puri.</p>	<p>Resolved by the council to accord approval of the survey report with a written off amount of Rs.49,85,141/- and a reserve price of Rs.3,96,690/- to be written off from the books on account of demolition of the existing structure.</p> <p>It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.</p>
11 (A-48)	<p>Improvement to Housing Complex Palika Niketan, Sector-10, R. K. Puram. SH: Renewing damaged plaster with external face of blocks of Palika Niketan.</p>	<p>Deferred.</p> <p>The Council resolved to form a Committee consisting of:</p> <ol style="list-style-type: none"> <li>Financial Advisor, NDMC</li> <li>Chief Engineer (Civil-I), NDMC</li> <li>Chief Engineer (Electric - I), NDMC</li> </ol> <p>to examine the matter as per laid down procedures and to give due opportunity of personal hearing to the vendor.</p> <p>The Council further resolved that the recommendations of this Committee be placed before it for consideration in the next meeting.</p>

12 (A-49)	Construction of Type-II Flats at Bapu Dham, St. Martin Marg, Chanakya Puri, New Delhi.	<p>The Council resolved to accord administrative approval and expenditure sanction to the preliminary estimate amounting to Rs.15,14,64,000/- (Rupees Fifteen Crore Fourteen Lakh &amp; Sixty-Four Thousand only) for construction of Type-II Flats at Bapu Dham, Chanakya Puri, New Delhi.</p> <p>It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.</p>
13 (A-50)	Construction/ Reconstruction of Smart PTUs/CTUs at new sites and on old existing sites of Garbage Station/ PTUs with Advertisement Rights in NDMC area on PPP Model. SH:-Provision of NDMC Digital Health Clinic.	<p>Considering that the Hello Health Services Pvt. Ltd., which is a start-up company with SIDBI's stake, has entered into an Memorandum of Understanding (MoU) with CSC e-Governance Services India limited, DEITY, Government of India, the Council resolved to award the work, on nomination basis, to Hello Health Services Pvt. Ltd.</p> <p>The Council also resolved that "Hello Health Services Pvt. Ltd." be allocated the facilitation space in newly constructed or under construction Public Toilet Units (PTUs) / Common Toilet Units (CTUs) (20 Nos.) in NDMC area to provide diagnostic services to the public at a nominal rates, as approved by CSC e-Governance Services India limited, DEITY, Government of India, on 70 (Hello Health Services Pvt. Ltd.) : 30 (NDMC) revenue sharing basis. Hello Health Services Pvt. Ltd. shall bear the cost of operational expenditures w.r.t. such diagnostic services like machinery, manpower, reagents, electricity charges, etc.</p> <p>The Council further resolved to constitute a Committee comprising of:-</p> <ol style="list-style-type: none"> <li>Sh. Adbul Rasheed Ansari, Member, NDMC</li> <li>Chief Engineer (Civil - I), NDMC</li> <li>Director (MS), NDMC</li> <li>Superintending Engineer (R-I), NDMC</li> </ol> <p>to review the (i) progress of the work every six months and (ii) revision of rates for such diagnostic services, if required, and submit recommendations to the Council. If the work is found satisfactory, the model may be recommended for further replication in NDMC at other PTUs/CTUs or public locations.</p> <p>It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.</p>
14 (C-22)	Contracts/Schemes involving an expenditure of Rs.1 Lac but not exceeding Rs.200 lacs.	Information noted.
15 (C-23)	Action Taken Report on the	Information noted.

	status of ongoing schemes/works approved by the Council.	
16 (U-16)	NIT for Security Services/Arrangements at various NDMC Premises under Group Contract A,B,C,D,E,F,G,H,J & K.	Deferred. The Council also resolved that this agenda be brought before the Council in its next meeting for consideration.
17 (A-51)	Revision of water tariff in NDMC area.	Deferred. The Council also resolved that this agenda be brought before the Council in its next meeting for consideration.
18 (L-28)	Allotment of parking space at Talkatora Stadium Annexe to Indian Navy.	The Council accord to approve the proposal of the Department for making the allotted 100 car parking spaces at Talkatora Stadium Annexe to Indian Navy, free of cost, till the validity of the licence agreement in between NDMC and Indian Navy w.r.t. allotted space at Talkatora Stadium Annexe.  It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.
19 (W-04)	Information regarding periodic review by Ministry of Urban Development on progress of NDMC Smart City Projects.	Deferred. The Council also resolved that this agenda be brought before the Council in its next meeting for consideration.
20 (M-08)	Proposal for conducting a quality assessment of NDMC /Navyug schools by Quality Council of India.	Deferred. The Council also resolved that this agenda be brought before the Council in its next meeting for consideration

**ITEM NO. 02 (A-52)****1. Name of the Subject / Project :-**

Name of work: - S/R of Roads in NDMC area.

SH: - Micro Surfacing of roads through Cold Mix Technology in the year 2015-16.

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

Civil Engineering Department, EE(RIP)

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

a) 24 Roads become due for re-surfacing after outliving their useful life NDMC appointed the CRRI for evaluation and recommendation of the treatment required to improve the riding quality of these roads. The CRRI after evaluation, recommended primarily three type of treatment depending upon the condition of these roads.

- i. 40 mm SDBC+ One Layer of Micro Surfacing Type-III
- ii. Single Layer of Micro Surfacing Type-III
- iii. One/Two Layer of Micro Surfacing Type-II

b) 40 mm SDBC+ One Layer of Micro Surfacing Type-III has been recommended for following roads:-

- i. Bhagwan Dass Road (Tilak Marg to Mandi House)
- ii. Copernicus Road
- iii. Janpath ( Tolstoy Marg to Windsor Place)
- iv. Mandir Marg
- v. Malcha Marg
- vi. Max Muller Marg
- vii. Nyaya Marg ( Satya Marg to Shanti Path)
- viii. Talkatora Road
- ix. Sardar Patel Marg

c) Single Layer of Micro Surfacing Type-III has been recommended for following roads:-

- i. Atul Grove Road
- ii. Aurangzeb Road
- iii. Bhagwan Dass Road (Tilak Marg Intersection to Mathura Road)
- iv. Brdg. Hoshiyar Singh Road
- v. Janpath ( Windsor Place to Claridge Hotel & Tolstoy Marg to CP)
- vi. K. Kamraj Marg
- vii. Niti Marg
- viii. Nyaya Marg (Kautiya Marg to Satya Marg)
- ix. Pt. Pant Marg
- x. Purana Quilla Road
- xi. Raj Mata Vijay Raje Schindhia Marg
- xii. Shaheed Bhagat Singh Marg

d) One/Two Layer of Micro Surfacing Type-II has been recommended for following roads:-

- i. Dalhousie Road
- ii. Kamal Attaturk Marg
- iii. Kushak Road
- iv. Rajaji Marg
- v. South Avenue
- vi. Tyag Raj Marg

- e) On the basis of the CRRI report received on 04.07.2014, the estimate has been prepared to improve the riding quality with One Layer of Micro Surfacing Type-III & Two Layer of Micro Surfacing Type - II grading on the following listed roads.

- (i) Atul Grove Road
- (ii) Aurangzeb Road (Dr. APJ Abdul Kalam Road now)
- (iii) Bhagwan Dass Road ( Mathura Road to Tilak Marg)
- (iv) Brdg. Hoshiyar Singh Road
- (v) Janpath ( Windsor Place to Claridge Hotel & Tolstoy Marg to CP)
- (vi) K. Kamraj Marg
- (vii) Niti Marg
- (viii) Nyaya Marg (Kautiya Marg to Satya Marg)
- (ix) Pt. Pant Marg
- (x) Purana Quilla Road
- (xi) Raj Mata Vijay Raje Schindhia Marg
- (xii) Shaheed Bhagat Singh Marg
- (xiii) Dalhousie Road
- (xiv) Kamal Attaturk Marg
- (xv) Kushak Road
- (xvi) Rajaji Marg
- (xvii) South Avenue
- (xviii) Tyag Raj Marg

- f) All roads are inspected by Constituted Committee of the Council Members and inspection report was issued vide no. D/120/PA/Member/15 dated 18.09.15.
- g) Online Item rate tenders for above said work were invited on E-tendering system as opening on 08.08.2016 after wide publicity in various new papers and NDMC website. Six agencies have participated in the tender. Technical Bid was evaluated by the Technical Sub Committee members and after scrutiny of the all documents of participants, it was found that all required documents for eligibility to opening of Financial Bid are provided by the agencies and thereafter recommended for open the financial bid of all six bidders.

After opening of the Financial Bid, it was found that L-I agency Sh. Harpal Singh has quoted rate 16.31% below the Estimated Cost of ₹ 5,36,77,856/- with tendered amount of ₹4,49,21,860/- which details are given below:-

Sr. No	Name of Contractor /Agency	Estimated Cost	% the estimated cost	Quotation Amount in Rs	Remarks
1.	Sh. Harpal Singh	₹5,36,77,856/-	16.31% below	₹ 4,49,21,860/-	L1
2.	Sh. C Parkashan & Co	₹5,36,77,856/	12% below	₹ 4,72,32,412/-	L2
3.	Sh. Elsamex Maintenance Services Limited	₹5,36,77,856/	10.95% below	₹ 4,77,99,736/-	L3
4.	Sh. Satya Parkash and Bros Pvt Ltd	₹5,36,77,856/	8.01% below	₹ 4,93,75,472/-	L4
5.	Sh. C.P.Arora Engineers Contractors Pvt Ltd	₹5,36,77,856/	6.39% below	₹ 5,02,42,743/-	L5
6.	Sh. Mahavir Prasad Gupta and Sons	₹5,36,77,856/	5.53% below	₹ 5,07,05,554/-	L6

- h) Justification checked by the planning is 2.95% above the estimated cost where as the lowest agency i.e. Sh. Harpal Singh has quoted rate @ 16.31% below the estimated cost of ₹5,36,77,856/- with the tendered amount of ₹4,49,21,860/- which is 18.71% below the justified cost.
- i) The rates quoted by the lowest bidder have been found to be reasonable after checking of the tender by the Planning Department.
- j) The validity of tender extended by the bidder is going to expire on 31<sup>st</sup> Dec. 2016.
- k) List of participants, rates, eligibility and comparative statement are attached in Annexure- 'I' (See pages 17-19).

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

The brief details of the project are as follows:-

- a) Providing and applying tack coat with bitumen emulsion with RS Type @0.25 Kg. Per Sqm.
- b) Providing and laying One Layer of Micro Surfacing course confirming to Type – III grading.
- c) Providing and laying Two Layer of Micro Surfacing course confirming to Type – II grading.
- d) Providing and applying 2.5 mm Thick Roads Marking (Retro Reflective) paint by using hot thermoplastic material.
- e) Providing and laying 40mm thick Semi Dense Bituminous Macadam.

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

Financial implications of the proposed subject / project work out to ₹4,49,21,860/-

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

Six months after award of work.

**7. Final Comments of Finance Department on the subject with diary no. & date:-**

Finance Deptt. vide diary No. 1857/Finance/R-Civil dated 28.10.16 has concurred as follows:-

- 1. Department has submitted the case for approval of acceptance of the tender of L-1 firm Sh. Harpal Singh at the tendered amount of ₹4,49,21,860/- for the above cited work.
- 2. A/A & E/S was accorded by the Council for ₹5,54,17,600/- vide Resolution No. 06(A-27) dated: 15.12.2015.
- 3. Further, Technical Sanction to the estimate and NIT by approved by CE(C-I) on Page-32/N & 35/N for ₹5,52,88,000/- and ₹5,36,77,856/- respectively.

4. This is first call of tender wherein six firms participated in the bidding. All six firms were qualified by the department and also found technical eligible by the Technical Sub-Committee at Page-46/N for opening of financial bids. Sh. Harpal Singh became the L-1 firm at the tendered amount of ₹4,49,21,860/- which is 16.31% below the EC of ₹5,36,77,856/- against the justification of 2.95% above EC.
5. Planning Division has checked the justification submitted by the Division. Tender rates are worked out 18.71% below the justified cost ₹5,52,61,627/- duly checked by Planning Division at Page-51/N for the above captioned work.
6. In view of recommendation of the CE(C-I) for acceptance of the tender of L-1 firm, department may process its proposal for acceptance of the tender of the L-1 firm Sh. Harpal Singh at the tendered amount of ₹4,49,21,860/- which is 16.31% below the EC of ₹5,36,77,856/- and 18.71% below the justified cost ₹5,52,61,627/- duly checked by Planning Division at Page-51/N, for obtaining approval of the Council. While processing the case, department may ensure the following:-
  - (i) Council has accorded A/A & E/S amounting to ₹5,54,17,600/- vide Resolution No. 06(A-27) dated 15.12.2015. While according AA & ES by the Council, it was directed to the department that "work shall be completed before the start of next rainy season. Proper elevation standards (slope) may be maintained to facilitate the rainwater drainage system as per statutory specification." Department may bring on record the reasons as to why the work has not yet been awarded/started before the rainy season. Further, department may ensure and certify that proper elevation standards (slope) has been taken in the estimate to facilitate the rainwater drainage system as per statutory specification, as directed by the Council.
  - (ii) Department has prepared the justification based on single quotation. To assess the reasonability of rates, department needs to ensure and certify that rates taken in justification are the lowest rates after verifying the prevailing market rates.
  - (iii) Department has stated in AOR that analysis prepared are as per analysis of PWD and NDMC works. As such, department may ensure and certify that coefficient of labour and material and operation charges of machine, taken in the AOR are based on codal provision and actual observation/requirement at site. No benefit has been extended to the agency on account of preparation of justification.
  - (iv) Department has not mentioned the LAR/ trend of rates of similar nature of works in the checklist. Department may bring on record the last approved rates of such item and trend of rates of similar items in the NDMC or other sister organization to assess the reasonability of rates. Department may also ensure and certify that rates of L-1 firm are reasonable and justified for acceptance w.r.t. market rates.
  - (v) Department may ensure & certify that L-1 is fulfilling eligibility criteria as per NIT.
  - (vi) Copy of newspapers cuttings has not been found placed on record, department may place the same on record to ensure that due publicity has been given to the tender as per codal provision in this regard.

With reference to the remarks of the Finance Deptt., it is assured & certified that:-

Para 6(i):- The A/A & E/S amounting to ₹5,54,17,600/- dt. 15.12.2015 has been accorded by the council on the Preliminary Estimate based on evaluation report of CRRI dt. June 2014. While preparing the Detailed Estimate, it was observed at site that condition of road surface of two roads is depilated than the surface condition exists during evaluation by CRRI. CRRI was requested to inspect again the existing road surface of Kushak Road and Pt. Pant Marg to suggest the remedial measures to improve the riding quality if any required on these road. (Letter placed at Page 60/C of Detailed Estimated file) .

A team of CRRI officials visited/ inspected the two roads on 04.01.2016 & given a remedial measures which were collected by hand as the letter posted by CRRI was not received by the RIP Division (Copy placed at Page-39/40C of Detailed Estimate file). The Detailed Estimate was prepared on the basis of recommendation of CRRI and remedial treatment suggested for the roads under the estimate. The Detailed Estimate scrutinized by Planning Division and approved by the Competent Authority on 06.05.2016 (Page- 32/N). The draft NIT was approved by the Competent Authority on 01.07.2016 (Page 35/N). The tender was invited and opened on 08.08.2016 and during evaluation of technical bid some short comings noticed and conveyed to the parties on 28.08.2016 and in subsequent meetings dt. 15.09.2016 & 07.10.2016, technical evaluation sub-committee sought some more information from contractor Sh. Harpal Singh. In the meeting 07.10.2016 on receipt of required information 'Technical Evaluation Committee' found all the Six Bidder eligible for opening of Financial Bids for the subject work and the same were opened on the same day i.e. 07.10.2016 at 5.05PM. Thereafter tenders were processed for scrutiny and acceptance by the Competent Authority.

In view of the above explained reason, it is submitted that the there is a technical delay in submission of tenders for awarding the work. All the existing roads surface under the subject work has proper elevational standards (slope) to facilitate the draining of water from the road surface since no water logging noticed on the roads during the preceding years.

- (ii) The department has prepared justification after collecting the quotation from two agencies namely (i) Hindustan Colas Pvt. Ltd. (HINCOL) (ii) VCS Enterprises Pvt. Ltd. and placed in the file (Page 545 & 546/C). The rates of micro surfacing emulsion and additive required are adopted of the same agency since the chemical composition of Polymer Modified Bitumen Emulsion is different for every agencies. The lowest of two composite emulsion and additive prices worked out of two agencies has been adopted for preparation of the justification. It is certified that the rate taken in justification are the lowest prevailing rates in the market. (Illustration of rates adopted placed in file at Page-555/C).
- (iii) The work of micro surfacing being carried out in NDMC and PWD since 2006 and the co-efficient of labour, material and operation charges of machine taken in the AOR as per the minimum requirement observed in the past executed work. It is certified that no undue benefit has been extended to the agency on account of preparation of justification.

- (iv) The last approved rates of Micro Surfacing is ₹135/- Per Sqm. & Semi Dense Bituminous Concrete is ₹3650/- Per MT. It is certified that the rates of L-1 firm are reasonable and justified for acceptance w.r.t. market rates.
- (v) The technical evaluation committee has evaluated the technical bids and found L-1 firm along with other bidders qualified as per NIT for opening of Financial Bids for the subject work (Page-46/C).
- (vi) Copy of the Newspaper cutting placed at Page- 556 to 558/C. It is certified that the due publicity has been given to the tender as per codal provision.

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

No legal issues are involved in this project.

**9. Details of previous council resolution / existing law of Parliament and Assembly on the subject.**

Administrative Approval and Expenditure Sanction for ₹5,54,17,600/- has been accorded by Council Vide Resolution No. 06(A-27) dated: 15.12.2015.

**10. Final Comments of Law Department on the subject.**

No Comments

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

Certified that all relevant CVC guidelines would be followed.

**12. Recommendations:-**

The case is placed before the council for consideration and to

- (i) Approval for acceptance of the lowest offer of Sh. Harpal Singh @ 16.31% below the Estimated Cost of ₹ 5,36,77,856/- with tendered amount of ₹4,49,21,860/- which is 18.71% below the justified cost against the justification 2.95% above the Estimated Cost checked by SE(Planning) for the work of "Strengthening and Resurfacing of roads in NDMC area. SH:-Micro Surfacing of roads through Cold Mix Technology in the year 2015-16
- (ii) To initiate further action in anticipation of confirmation of Minutes of the Council Meeting.

**13. Draft Resolution:-**

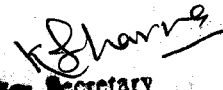
- (i) It is been resolved by the Council for approval for acceptance of the lowest offer of Sh. Harpal Singh @ 16.31% below the Estimated Cost of ₹5,36,77,856/- with tendered amount of ₹ 4,49,21,860/- which is 18.71% below the justified cost against the justification 2.95% above the Estimated Cost checked by SE(Planning) for the work of "Strengthening and Resurfacing of roads in NDMC area. SH:-Micro Surfacing of roads through Cold Mix Technology in the year 2015-16"
- (ii) QCTA shall ensure that the work is executed as per designed specification to ensure quality of work.
- (iii) To initiate further action in anticipation of confirmation of Minutes of the Council Meeting.

**COUNCIL'S DECISION**

Resolved by the Council to accord approval for acceptance of the lowest offer of Sh. Harpal Singh with tendered amount of ₹4,49,21,860/- (Rs. Four Crore Forty Nine Lakh Twenty One Thousand Eight Hundred and Sixty only) as per the terms and conditions of the NIT.

The Council further resolved to direct QCTA Division, NDMC to ensure that the work is executed as per designed specification to ensure quality of work.

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

  
 For Secretary  
 New Delhi Municipal Council  
 Palika Kendra, New Delhi

## BOQ Summary Details

Tender Title: S R of Roads in NDMC Area SH Micro Surfacing of roads through Cold Mix Technology in the year 2015-16  
Tender Id: 2016\_NDMC\_110861\_1

Sheet Name	Sl No	Bidder Name	Amount	Bid Rank
BoQ1	1	Harpal Singh	44921860.00	L1
	2	M/S. C. PARKASHAN & CO.	47232412.00	L2
	3	Elsamex Maintenance Services Limited	47799736.00	L3
	4	M/S SATYA PARKASH AND BROS PVT LTD	49375472.4	L4
	5	C.P.ARORA ENGINEERS-CONTRACTORS PVT. LTD.	50242743.00	L5
	6	MAHAVIR PRASAD GUPTA AND SONS	50705554.00	L6

By  
07/11/16

30 - 515.

eTendering System Government of NCT of Delhi  
 Created By: William Parasur  
 Created Date/Time: 07-Oct-2016 05:30 PM  
 Tender Title: S R of Roads in NDMC Area SH Micro Surfacing of roads through Cold Mix Technology in the year 2016-16  
 Tender Id: 2016\_NDMC\_110661\_1

Tender Inviting Authority: Executive Engineer CP

Name of Work: S/R of roads in NDMC area.

Contract No: 02/EE(RIP)/2016-17

SCHEDULE OF WORK / ITEM(S)

Sl.No	Description of Work / Item(s)	No. of Qty	Units	Estimated Rate	M/S C. PARKASHAN & CO.		MAHAVIR PRASAD GUPTA AND SONS		C.P. ARORA ENGINEERS CONTRACTORS PVT.		M/S SATYA PARKASH AND BROS. PVT. LTD.		Easmer Maintenance Services Limited		Harpal Singh	
					Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount
1.01	Providing and Laying micro surfacing course comprising of dry Fine aggregate/graded stone chippings conforming to type -III grading of specifications, polymer modified cationic slow setting bitumen emulsion (having 60% binder content and 3.6% polymer), ordinary Portland cement, chemical additives and water in the following provision.  (a) Fine aggregate conforming to type-III grading @11kg/sqm of the road surface coverage. (b) Polymer modified cationic slow setting bitumen emulsion @13% by weight of fine aggregate. (c) Cement (OPC) @1.5% by weight of fine aggregate. (d) Chemical additives @ 1.25% by weight of fine aggregate. (e) Water as per requirement to make the mix flow & spread properly.  The micro surfacing mix includes proportioning, mixing and Laying using mechanized mixing and laying unit including cleaning of road surface all complete as per the specification and the direction of Engineer -in-charge.	196262.00	Square Meter	0.00	120.00	23551440.00	120.00	23551440.00	120.00	23551440.00	120.00	23551440.00	117.00	22962684.00	117.00	22962684.00
2.0	Providing and Laying micro surfacing course comprising of dry Fine aggregate/graded stone chippings conforming to type -II grading of specifications, polymer modified cationic slow setting bitumen emulsion (having 60% binder content and 3.6% polymer), ordinary Portland cement, chemical additives and water in the following provision.  (a) Fine aggregate conforming to type-II grading @9.5 kg/sqm of the road surface coverage. (b) Polymer modified cationic slow setting bitumen emulsion @14% by weight of fine aggregate. (c) Cement (OPC) @1.5% by weight of fine aggregate. (d) Chemical additives @ 1.25% by weight of fine aggregate. (e) Water as per requirement to make the mix flow & spread properly.  The micro surfacing mix includes proportioning, mixing and Laying using mechanized mixing and laying unit including cleaning of road surface all complete as per the specification and the direction of Engineer -in-charge.	113890.00	Square Meter	0.00	120.00	13666800.00	120.00	13666800.00	120.00	13666800.00	120.00	13666800.00	117.00	13295550.00	117.00	13295550.00
3.0	Providing and applying 2.5mm thick road marking stripes (Retro reflective) of specified shade / colour using hot thermoplastic material by fully / semi-automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt seals, oil, grease and foreign material etc complete as per direction of Engineer In Charge and accordance with applicable specifications.	13636.00	Square Meter	0.00	330.00	4498800.00	330.00	4498800.00	330.00	4498800.00	330.00	4498800.00	330.00	4498800.00	330.00	4498800.00

L1 Amount	L1 Vendor
22962684.00	Easmer Maintenance Services Limited, Harpal Singh
13295550.00	Harpal Singh
4498800.00	Harpal Singh

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04



**ITEM NO. 03 (B-20)**

1. **Name of work:** Construction of Underpass including corridor development works and intersection development at the junction of Benito Juarez Marg and Inner Ring Road.
- Sub Head :** Shifting of H.T. 66 KV 630 sqmm single core XLPE cables for construction of B.J Marg, San Martin Marg, Ring Road service Lane Underpass (Deposit work).

**Tender I.D. No.:** 2016\_NDMC\_98979\_1

**(Award of Work):** ₹ 5,00,22,613/-

2. **Name of Department**

Electricity Department-II

3. **Brief History of the proposal**

PWD is constructing an underpass including corridor development works and intersection development at the junction of Benito Juarez Marg and Inner Ring Road. The cables of 66KV circuit between Ridge Valley to State Guest House are coming in the alignment of underpass at the junction of Benito Juarez Marg and Inner Ring Road. PWD vide letter No. 54(36)/EE/F-112/PWD/2014-15/466 dt. 28.11.14 requested for shifting of civil & electrical utilities are coming in the alignment on the proposed underpass. After inviting e-tenders, the case was submitted for the approval of Council vide item No.28(B-05) of the Council meeting dated 27.06.2016.

Council directed as under:

"Deferred & department was advised to ensure 100% receipt of deposit amount, of the proposed work from PWD, before submitting the case to the council for award the contract".

As per the directions of Council, PWD was persuaded to deposit the full amount of the work which has since been received from PWD vide letter no 53(36)/PWD/F-41/2016-17/861 dt.24.11.2016. The total deposit for the work, amounting to ₹6,39,55,763/- (Electrical works - ₹5,00,22,613/-, Civil work - ₹ 38,80,626/- & Departmental Charges - ₹ 1,00,52,524/-) has been received from PWD.

This work is not included in the IPDS project work.

4. **Detailed proposal of the subject**

Online, Item rate, e-tenders were invited on 12.02.2016 against Tender ID No. 2016\_NDMC\_98979\_1 in two cover system with estimated cost of ₹ 3,84,45,789/- for the above mentioned work by giving due publicity to the tender through press & as per the codal provisions.

Following three firms participated in e-tender based on the discussions.

1. M/s Cable Corporation of India Ltd
2. M/s Universal Cable Ltd
3. M/s KEC International Ltd

Financial bids of all the three eligible firms were opened on 07.04.2016 and M/s. Universal Cables Ltd. emerged the L-1 firm at their quoted amount of ₹5,18,90,678/-, which was 8.40% above the justified cost as detailed here under:-

S.No.	Name of agency/ firm	Total quoted amount (₹)	Justified Cost (₹)	Remarks
1.	M/s Universal Cable Ltd	₹ 5,18,90,678/- (L-I)	₹ 4,78,64,686/-	8.41% above to justified rates
2.	M/s KEC International Ltd	₹ 5,60,73,424/- (L-II)	₹ 4,78,64,686/-	17.15% above to justified rates
3.	M/s Cable Corporation of India Ltd	₹ 5,68,99,949/- (L-III)	₹ 4,78,64,686/-	18.87% above to justified rates

Considering that the rates of L-1 firm were 8.40% above the justified cost, department recommended negotiation with the L-1 firm & Finance agreed with the proposal of the department.

With due approval of the Chairman, a meeting of the Standing Negotiation Sub-committee, comprising of the following, was held in the chamber of Secretary.

E-in-C/Secretary	-	Chairperson
CE (E-II)	-	Member
SE (E-II)	-	Member
SE (E-IV)	-	Member
SE (E-I)	-	Member
EE (E) M/F	-	Member
AO (E-II)	-	Member

As per minutes of meeting of Standing Negotiation Sub-committee, the firm agreed to reduce its quoted amount by 3.6% of the tendered cost and confirmed the discussions vide letter no. UCL/DL/16-17/T-2405/EHV/NDMC/EHV/01 dated 16.06.2016. Considering discount, the sub-committee opined that, the negotiated amount of L-1 firm i.e. M/s Universal Cables Ltd, amounting to ₹ 5,00,22,613/-, is 4.50% above the justified cost & is within the permissible limit of acceptance i.e. 5% of the justified cost, as per provisions of clause 20.4.3.2 of CPWD works manual 2014 & recommended that the negotiated offer of the L-1 firm be accepted.

The proposal has been seen by Finance & advised to place the case before the Council for consideration of award of work to L-1 firm. Accordingly it is proposed to award the work to L-1 firm M/s Universal Cables Ltd, at their negotiated amount of ₹ 5,00,22,613/- (Rupees Five Crores Twenty Two Thousand Six Hundred Thirteen Only), as per the terms and condition of NIT. The validity of the offer of L-1 firm is up to 15.01.2017.

5. Financial Implications

Deposit work, amounting to ₹ 5,00,22,613/- (Rupees Five Crores Twenty Two Thousand Six Hundred Thirteen only). {100% cost of deposit work is borne by PWD}.

6. Implementation Schedule

06 Months.

7. Final Comments of the Finance Department

(i) Dairy No. :- 1059/FA Date :- 23.06.2016

Finance Department concur and communicate to Department as under:-

The instant tender case has been referred by department in Finance for concurred in the acceptance of negotiated rates of L-1 firm which was found 4.50% above the justified cost.

"Department invited tenders for the subject cited work (Deposit work) and on the due date of opening of tenders, three firms offered their rates. The technical bids of these firms were opened by the department and all were found technically qualified. Thereafter, financial bid opened and the following rates as per comparative statement at P-45/C were received:-

1. M/s. Cable Corporation of India Ltd.	=	₹ 5,68,99,949/-
2. M/s. KEC International Limited	=	₹ 5,60,73,424/-
3. M/s. Universal Cables Limited	=	₹ 5,18,90,678/-

As is evident from above, M/s. Universal Cables Limited emerged L-1 firm with quoted amount as ₹ 5,18,90,678/-. The quoted rates were 34.97% above the estimated cost put to tender as ₹ 3,84,45,789/-. However, as per justification prepared by the department, the quoted rates of the firm were found 8.41% above the justified cost. Since the rates were on higher side, Department proposed to conduct negotiation with the lowest firm.

While examining the proposal to conduct negotiation, Finance advised the department to submit its proposal for consideration of competent authority after brining on record convincing reasons & justification in the light of CVC guidelines. Accordingly, Department recorded reasons at P-80-81/N and obtained approval of chairman for conducting the negotiation. Negotiation was conducted with the firm through a standing sub-committee headed by Secretary, NDMC, the minutes of which are at P-83/N. The firm has given 3.6% discount on quoted prices as such the negotiated rates of L-1 firm have been worked out as ₹ 5,00,22,613/- (against tendered amount of ₹ 5,18,90,678/-). The negotiated amount is now 4.50% above the justified cost and the same is stated to be within permissible limit of 5% of the justified cost. The negotiation sub-committee vide their minutes of the meeting at P-83/N has recommended to accept the negotiated rate of the firm.

Description	Amount	Remarks
Original tendered amount	₹ 5,18,90,678.00	Original tendered amount was 8.41% above the justified cost
Negotiated discounted rates of 3.6% offered by the firm during negotiation	(-)₹ 18,68,054.00	
Total negotiated amount	₹5,00,22,613.00	New negotiated amount is 4.50% above the justified cost.

Since the negotiated amount is now 4.50% above the justified cost and negotiated sub-committee has recommended to accept the same, Department is advised to place the case before the council for consideration of award of work to L-1 firm M/s. Universal Cables Limited at their negotiated amount of ₹5,00,22,613/- and on the terms, condition and specification of NIT. Since this is a deposit work, department may ensure timely release of funds from PWD for the work and no liability should be incurred beyond the deposit amount received.

(ii) Diary No. 2103/Finance R-elect dated 30.11.2016.

Council has earlier deferred the case and advised to ensure 100% receipt of deposit amount, of the proposed work, from PWD, before submitting the case to the Council for award the contract.

Department has now, again submitted the draft agenda for obtaining approval of the Council to the tender stating that the total 100% amount of this case was received by NDMC from PWD. As far as placing the draft agenda before the Council is concerned, Finance Department has no objection for the same. However, to adhere the directions of the Council, the department may apprise the Council the total project cost of work including Civil & Electric and the amount received against the same from PWD.

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

**Reply of the department to the observations of "FD"**

The department has ensured that the total 100% amount of this work i.e. ₹6,39,55,763/- has been received by NDMC from PWD (Electrical works - ₹5,00,22,613/- , Civil work - ₹38,80,626/- & Departmental Charges - ₹ 1,00,52,524/-).

**8. Legal Implication on the Subject**

NIL

**9. Details of previous Council Resolution**

Item No. 12(B-02) dated 12.06.2015  
Item No. 28 (B-05) dated 27.06.2016

**10. Comments of Law Department**

No legal issue appears to be involved in the proposed agenda item, in respect of award of work Construction of Underpass including corridor development works and intersection development at the junction of Benito Juarez Marg and Inner Ring Road. Sub-Head:-Shifting of H.T. 66 KV 630 sqmm single core XLPE cables for said work, as such no comments at this stage.

**11. Certification by the Department**

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

**12. Recommendations of the Department**

Approval of Council be sought to award the deposit work of "Construction of Underpass including corridor development works and intersection development at the junction of Benito Juarez Marg and Inner Ring Road. Sub-head:-Shifting of H.T. 66 KV 630 sqmm single core XLPE cables for construction of B.J Marg, San Martin

**Marg, Ring Road service Lane Underpass"** to L-I firm, M/s. Universal Cables Ltd. at the negotiated amount of L-1 ₹5,00,22,613/- (Rupees Five Crores Twenty Two Thousand Six Hundred Thirteen Only), as per the terms and condition of NIT. Approval of Council is also solicited to place the order to the L-1 firm, in anticipation of the confirmation of minutes in the next Council meeting, as PWD has made 100% payment to NDMC for the deposit work vide receipt no. CH161711NDMC016121 dated 25.11.2016.

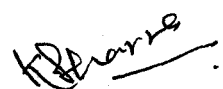
**13. Draft Resolution**

Resolved by the Council that the approval is accorded to award the deposit work of **"Construction of Underpass including corridor development works and intersection development at the junction of Benito Juarez Marg and Inner Ring Road. Sub-head:-Shifting of H.T. 66 KV 630 sqmm single core XLPE cables for construction of B.J Marg, San Martin Marg, Ring Road service Lane Underpass"** to L-I firm, M/s. Universal Cables Ltd. at the negotiated amount of L-1 ₹ 5,00,22,613/- (Rupees Five Crores Twenty Two Thousand Six Hundred Thirteen Only), as per the terms and condition of NIT. Approval of Council is also accorded to place the order to the L-1 firm, in anticipation of the confirmation of minutes in the next Council meeting, as PWD has made 100% payment to NDMC for the proposed work vide receipt no. CH161711NDMC016121 dated 25.11.2016.

**COUNCIL'S DECISION**

Resolved by the Council that the approval is accorded to award the deposit work of **"Construction of Underpass including corridor development works and intersection development at the junction of Benito Juarez Marg and Inner Ring Road. Sub-head:-Shifting of H.T. 66 KV 630 sq. mm. single core XLPE cables for construction of B.J Marg, San Martin Marg, Ring Road Service Lane Underpass"** to L-I firm, M/s. Universal Cables Ltd. at the negotiated amount of L-1 ₹5,00,22,613/- (Rupees Five Crores Twenty Two Thousand Six Hundred Thirteen Only), as per the terms and condition of NIT.

The Council further resolved to accord approval to place the order to the L-1 firm, in anticipation of the confirmation of minutes of the Council, as PWD has made 100% payment to NDMC for the proposed work vide receipt no. CH161711NDMC016121 dated 25.11.2016.

  
**Secretary**  
**New Delhi Municipal Council**  
**Palika Kendra, New Delhi**

Copy of Reso. No. 04 (U-17)  
of  
Council's Ordinary Meeting  
Dated - 16/01/2019

**ITEM NO. 04 (U-17)**

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

NIT for Security Services/Arrangements at various NDMC Premises under Group Contract A,B,C,D,E,F,G,H,J & K.

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

Security Department

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

The Security and Traffic Services at all the Office Premises, Commercial Complexes, Hospitals, Electric Sub Stations, NDMC/ Navyug Schools, Parks & Gardens etc. owned by the NDMC are being looked after by the Security Department, NDMC. Presently the Security and Traffic Services at most of the NDMC premises are managed by deploying security personnel through private security agencies under various Group Contracts i.e. A to K.

The tender for Group Contract A, B & J was published but due to some pre bid queries the same could not be finalized.

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

With the approval of the Chairman, NDMC, a Sub-Committee comprising of Director (Finance) and Chief Engineer (Civil-II) under the Chairmanship of F.A was formed to review eligibility criteria for Security Contract. Accordingly, the eligibility criteria has got finalized by the sub-committee the same is placed at **Annexure-I (See Pages 27-44)**. Apart from this, the suggestions given by the Chairman, NDMC has also been incorporated in NIT which is placed at **Annexure-II**.

Accordingly, a NIT for Security Contract with the fresh Eligibility Criteria finalized by the Sub- Committee and suggestions given by the Chairman, NDMC has been prepared and enclosed as **Annexure-III (See Pages 45-47)**.

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

**₹824095548.00** (Rupees Eighty Two Crore Forty Lakh Ninety Five Thousand Five Hundred Forty Eight Only) i.e for Three Years Security Contracts for Group A,B,C,D,E,F,G,H,J & K.

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

Two year from the date of actual deployment of security personnel.

**7. Final Comments of the Finance Department on the subject with Diary No. & Date.**

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

No legal issue.

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

10. Final Comments of the Law Department on the Subject/Project.

N/A

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

It is certified that all requisite guidelines of the CVC have been followed while processing the case.

12. Recommendation:

The case is submitted to the Council for consideration and approval to the fresh NIT and also approval to float the tenders for group contracts A,B,C,D,E,F,G,H,J & K for providing security services on the basis of fresh NIT placed at Annexure - III.

13. Draft Resolution

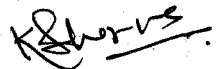
Resolved by the Council to accord approval to the fresh NIT and also approval to float the tenders for group contracts A,B,C,D,E,F,G,H,J & K for providing security services on the basis of fresh NIT placed at Annexure - III (See Pages 48-79).

#### COUNCIL'S DECISION

Resolved by the Council to accord approval to the fresh NIT and also to float the tenders for group contracts A,B,C,D,E,F,G,H,J & K for providing security services on the basis of fresh NIT as placed at Annexure - III of the preamble.

The Council further resolved that the existing arrangements will be extended on the same terms and conditions till the finalization of the vendors through inviting fresh NITs as mentioned above, or 31.03.2017, whichever is earlier.

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



For Secretary  
New Delhi Municipal Council  
Palika Kendra, New Delhi

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

S.No.	Existing conditions of eligibility criteria	Proposed conditions of eligibility criteria	Basis of amendment	Observation/recommen- dation of the Committee
	Date & Time of Pre-Bid Meeting.	No change	No change	No change
	Last date & time for downloading of Tender Documents	No change	No change	No change
	Last date & time for online submission of Tender Documents.	No change	No change	No change
	<p><b><u>TENDER NOTICE</u></b></p> <p>The undersigned invites for and on behalf of N.D.M.C. online tenders in two bid system from the firms having experience in Security Services/Arrangements for providing Security Services/ Arrangements in respect of the following:-</p> <p>S.N. Group of Contract, Description &amp; Estimated Cost/ Earnest Money</p> <p>A,B,C,D,E,F,G,H,J&amp;K</p> <p>Security Services/Arrangements at NDMC premises.</p>	No change	No change	No change

Annexure - I

	<p>The tender documents can be downloaded from the following website:</p> <p><a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a></p>			
1	<p align="center"><b><u>CONTENTS OF BID</u></b></p> <p><b><u>Earnest Money</u></b></p> <p>Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Secretary NDMC) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.</p> <p>The physical EMD of the scanned copy of EMD uploaded shall be deposited by the lowest tenderer within a week after opening of financial bid failing which the tender shall be rejected and NDMC will debar the bidder from further bidding in NDMC.</p> <p>The following undertaking in this regard shall also be uploaded by the intending bidders:-</p> <p>"The physical EMD shall be deposited by me/us with the Chief Security Officer calling the tender in case I/we become the lowest tenderer within a week of the opening of financial bid otherwise department may reject the tender and also take action to debar me/us from further bidding in NDMC."</p> <p>Copy of EMD as per above clause and other documents shall be scanned and uploaded to the e-Tendering website within</p>	<p><b><u>Earnest Money</u></b></p> <p>Earnest Money in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of the Secretary NDMC) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited in the office of the Chief Security Officer at Mezzanine Floor, NDMC, Palika Kendra, Sansad Marg, New Delhi-110001, within the period of bid submission. <u>(The EMD document shall only be issued from the place in which the office of receiving division office is situated).</u> The EMD receiving Chief Security Officer shall issue a receipt of deposition of Earnest Money deposit to the bidder in a prescribed format uploaded by tender inviting Chief Security Officer in the NIT.</p> <p>This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.</p> <p>A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank</p>	<p>As per CPWD Manual OM No.DG/CON/291 dt. 04.01.2016</p>	<p>Recommended as per CPWD Manual</p>

	the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority i.e. Chief Security Officer, Mezzanine Floor, NDMC, Palika Kendra, Sansad Marg, New Delhi-110001.	Guarantee of any scheduled Bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.		
2	<p><b><u>ELIGIBILITY CRITERIA</u></b></p> <p>1. The bidder should not be a blacklisted firm by any of the Department/Institutions of Central Government/State Government/ Public Sector Undertaking/ Local Body etc.</p> <p>2. The bidder should have a proof of : (a) proprietorship/ partnership firm /company/ Society and registration of the firm/ company/Society establishing legal identity and proof of registration of the firm/company/Society, (b) Valid License under Contract Labour Act or under any other Acts, Rules applicable, (c) Valid Provident Fund Registration Number, (d) Valid ESI Registration Number, (e) PAN Card under Income Tax Act, (f) Service Tax Registration Number, (g) A valid ISO Certificate.</p>	<p><b><u>ELIGIBILITY CRITERIA</u></b></p> <p>1. The bidder should not be a blacklisted firm by any of the Department/Institutions of Central Government/State Government/ Public Sector Undertaking/ Local Body etc.</p> <p>2. The bidder should have a proof of : (a) Proprietorship/ partnership firm/company/Society and registration of the firm/company/Society establishing legal identity and proof of registration of the firm/company/Society. Joint ventures are not accepted.</p> <p>In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of</p>	<p>No change</p> <p>As per appendix 20 condition has been incorporated Modified as per O.M./Man/1308221 Joint Venture.</p> <p>Para has been Added on the basis of CPWD O.M. No.DG/SC/CM/CON/290 dated 09.11.2015</p>	<p>No change</p> <p>Recommended as per CPWD Manual</p> <p>Recommended as per CPWD Manual</p>

		<p>attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.</p> <p>(b) Valid License under Contract Labour Act or under any other Acts, Rules applicable.</p> <p>(c) Valid Provident Fund Registration Number.</p> <p>(d) Valid ESI Registration Number.</p> <p>(e) PAN Card under Income Tax Act.</p> <p>(f) Service Tax Registration Number.</p> <p>(g) A valid ISO Certificate.</p>	As per CPWD e-tendering documents page 5 clause (v)	Recommended as per CPWD amendment
3.	Average annual financial turnover for the last three consecutive financial years ending 31 <sup>st</sup> March 2015 should not be less than ₹ 2.00 crore.	3. Average annual financial turnover on security works should be at least 50% of the estimated cost during the immediate last 3 consecutive year.	As per CPWD Manual Appendix 20 (1)C Page 407	Recommended as per CPWD Manual
4.	The firm shall also furnish the solvency certificate of minimum ₹ 1.50 crore issued on or after 1 <sup>st</sup> April, 2015 by a Scheduled Bank. This Bank solvency certificate may be got verified from the Bank concerned.	4. The bidder shall also furnish the solvency certificate: solvency of the amount equal to 40% of the estimated cost of the work issued on or after _____ by a Scheduled Bank. This Bank solvency certificate may be got verified from the Bank concerned.	As per CPWD Manual Appendix 20 (1) E Page 407	Recommended as per CPWD Manual

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<p>5. Must have executed 03 security contracts out of which (a) 02 security contracts during last two years with deployment of 100 or more Security Guards in Delhi/NCR and (b) one annual Security Contract in Central Govt./State Govt./Central Autonomous Body/Central Public Sector Undertaking with a manpower not less than 50% of the manpower depicted in the NIT of the group during the last four years.</p>	<p>5. Must have experience of having successfully completed works during the last 7 years ending previous day of the last date of submission of tenders.</p> <p>Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender,</p> <p style="text-align: center;">OR</p> <p>Two similar completed works, costing not less than the amount equal to 60% of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p>One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost. (Similar works shall mean works of Security and Services/ Arrangements)</p> <p>The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of The bidder should have a applications for tenders.</p>	<p>As per appendix 20 condition has been incorporated Modified as per O.M./DG/Man/293 dated 31.10.2013</p>	<p>Recommended as per CPWD Manual</p>
<p>6. Operational manpower on Roll (Security Guards, Supervisors and Chief Supervisors only) should not be less than 200.</p>	<p>6. Operational manpower on Roll (Security Guards, Supervisors and Chief Supervisors only) should not be less than 200 including at least 50 Number of Ex-military/Ex-Para military/Ex Police personnel on Roll.</p>	<p>As per CPWD Manual/O.M./MAN/160</p>	<p>Recommended as per CPWD Manual</p>

7.	Number of Ex-military/Ex-Para military/Ex Police personnel on Roll should not be less than 50.	7.	Modified and considered in point no.6		
8.	Must have at least three years experience of similar security works.	8.	Modified due to inclusion of CPWD Manual similar work Condition at Sr. No.5 considered in the eligibility criteria.	As per CPWD Manual	Recommended as per CPWD Manual
9.	Must have valid License as per the Private Security Agencies (Regulation) Act/Rules.	9.	License under PSARA Act 2005 to operate the work providing security services.	As per CPWD e-tendering documents page 5 clause (v)	Recommended as per CPWD amendment
10.	Detail/List of works in hand showing the total strength of Security Personnel.	10.	Detail/List of works in hand showing the total strength of Security Personnel.	No change	No change
		11.	<u>To become eligible, the bidders shall have to furnish an affidavit as under:-</u>	As per CPWD Manual Appendix 20 Para 7.2 vide O.M. /Man/211	Recommended as per CPWD Manual
			<b><u>UNDERTAKING</u></b>		
			I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in NDMC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Chief Security Officer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.		
		12.	The bidder should not have incurred any loss in more than two years during available last five consecutive year's balance sheet, duly certified and audited by the Chartered Accountant.	As per CPWD Manual Appendix 20 Para 7.4 vide O.M. /Man/270 dated 01.05.2013	Recommended as per CPWD Manual

	<p><u>Check List for Eligibility Criteria</u></p> <p>The scanned copy of following documents in support of eligibility of bidder should be submitted online within the period of bid submission:</p> <p>(i) Undertaking that the bidder has never been black listed as per clause 1 of <b>ELIGIBILITY CRITERIA</b>.</p> <p>(ii) (a) One recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation. Office/Residential address and office Telephone numbers, whether the bidder is a sole</p>	<p>13. The bidder has to submit self attested copy of Annual Return filed under EPF and MP Act 1952. The Annual Return shall be the most recent return immediately before the date of receipt of application for the bidding of this work.</p> <p>14. The bidder has to submit self attested copy of Annual Return filed under ESIC and MP Act 1948. The Annual Return shall be the most recent return immediately before the date of receipt of application for the bidding of this work.</p> <p>15. At least 10% of the personnel deployed will be woman as required by the Security Deptt:</p> <p style="text-align: right;"><i>Department of NDMC</i></p> <p><u>Check List for Eligibility Criteria</u></p> <p>The scanned copy of following documents in support of eligibility of bidder should be submitted online within the period of bid submission:</p> <p>(i) Undertaking that the bidder has never been black listed as per clause 1 of <b>ELIGIBILITY CRITERIA</b>.</p> <p>(ii) (a) One recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation. Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names, addresses and telephone numbers of</p>	<p>As per CPWD e-tendering documents page 5 clause 1d(iii)</p> <p>As per CPWD e-tendering documents page 5 clause 1d(iv)</p>	<p>Recommended as per CPWD amendment</p> <p>Recommended as per CPWD amendment</p>
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	<p>proprietor/partnership firm and if partnership firm, names, addresses and telephone numbers of Directors/Partners also (b) Valid License under Contract Labour Act or under any other Acts/Rules applicable (c) Valid Provident Fund Registration Number (d) Valid ESI Registration Number (e) PAN Card under Income Tax Act, (f) Service Tax Registration Number, (g) Valid ISO Certificate.</p>	<p>Directors/Partners also (b) Valid License under Contract Labour Act or under any other Acts/Rules applicable (c) Valid Provident Fund Registration Number (d) Valid ESI Registration Number (e) PAN Card under Income Tax Act, (f) Service Tax Registration Number, (g) Valid ISO Certificate.</p>		
(iii)	Proof of Average Annual turnover-Certificate to this effect issued by the Chartered Accountant of the firm for last three years ending 31 <sup>st</sup> March 2015.	(iii)	Proof of Average Annual turnover on security works during the immediate last 3 consecutive year - Certificate to this effect issued by the Chartered Accountant of the firm.	
(iv)	Bank Solvency Certificate of minimum 1.50 Crore issued by a Scheduled Bank issued on or after 1 <sup>st</sup> April, 2015.	(iv)	Bank Solvency Certificate: solvency of the amount equal to 40% of the estimated cost of the work of minimum issued by a Scheduled Bank.	
(v)	Performance Certificate in support of clause 5 of Eligibility Criteria.	(v)	Performance Certificate in support of clause 5 of Eligibility Criteria.	
(vi)	Undertaking in support of clause 6 of Eligibility Criteria supported by copy of latest EPF Challan.	(vi)	Undertaking in support of clause 6 of Eligibility Criteria supported by copy of latest EPF Challan.	
(vii)	Undertaking with list in support of clause 7 of Eligibility Criteria.	(vii)	Undertaking with list in support of clause 7 of Eligibility Criteria.	
(viii)	Proof of experience as stated in Clause 8 of Eligibility Criteria and performance certificates as per clause 3 of TERMS AND CONDITIONS FOR SECURITY CONTRACT.	(viii)	Proof of experience as stated in Clause 5 of Eligibility Criteria and performance certificates as per Annexure-I	
(ix)	Valid License as per the Private Security Agencies (Regulation) Act/Rules.	(ix)	Valid License as per the Private Security Agencies (Regulation) Act/Rules/DPSA Regulation Rules 2009.	
(x)	Detail/List of works in hand showing the total	(x)	Detail/List of works in hand showing the total strength	

	<p>strength of Security Personnel.</p> <p>(xi) Pre Contract Integrity Pact as per Annexure-I duly signed by the Bidder.</p> <p>(xii) An undertaking that "The physical EMD shall be deposited by me/us with the CSO calling the tender in case I/we become the lowest tenderer within a week of the opening of financial bid otherwise department may reject the tender and also take action to debar me/us from further bidding in NDMC."</p>	<p>of Security Personnel.</p> <p>(xi) Pre Contract Integrity Pact as per Annexure-I duly signed by the Bidder.</p> <p>(xii) Undertaking as per Clause 11 of Eligibility Criteria</p> <p>(xiii) Copy of Annual return under EPF and MP Act 1952</p> <p>(xiv) Copy of annual return under ESIC Act 1948</p> <p>(xv) Audited balance sheet along with profit &amp; loss account statement for three financial years of audited balance sheet along with profit &amp; loss account statement for three financial years along with turnover financial year 2015-16 duly certified by the CA as well as details income tax deposited by the company for the financial year 2015-16 along with copies of challans..</p> <p>(xvi) The contractor shall submit a affidavit at the time of submission of bill for payment regarding payment made to the guards not less then minimum wages.</p> <p>(xvii) The contractor has to ensure the following: (a)The contractor shall obtain a valid labour license in terms of Contract Labour (Regulation &amp; Abolition) Act-1970 (b)The contractor shall pay the contribution of ESI &amp; EPF for which the contractor registered himself with EPFO and ESIC (c) The contractor has to maintain the following registers for workman employed by the contractors, Muster Roll, register of wages. Wages slip, Employment Card, service</p>	<p>As per CPWD e-tendering documents page 4 clause 8.</p> <p>As per CPWD e-tendering documents page 4 clause 12 a,b &amp; e.</p>	<p>Recommended as per CPWD amendment</p> <p>Recommended as per CPWD amendment</p>
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		<p>Certificate, Register of deduction for damages or loss, register of overtime and register of advance.</p> <p>(xviii) Copy of memorandum and article of association.</p> <p>(xix) Information on any ongoing labour dispute.</p> <p>(xx) Company profile with details with organization chart and top Management/Officials list partners/Directors/Top executives.</p> <p>(xxi) Undertaking in the stamp paper to the effect that the agency has not been blacklisted by any Central/State/Govt. Agency.</p>																							
3	<p><b><u>BID EVALUATION PROCEDURE</u></b></p> <p><b><u>Technical Bid/Criteria</u></b></p> <p>The bidder will be given marks on the basis of Technical Point Sheet (Annexure-IV).</p> <p>The total marks based on technical criteria (as per Technical Point Sheet) will be 100 and the qualifying score will be 60. Accordingly only those bidders will be considered as technically qualified whose documents as per following checklist will be found in order and who scores at least 60 marks in the Technical Bid as well as full fills the eligibility criteria.</p> <table border="1"><thead><tr><th>S. No.</th><th>Criteria as per Annexure-IV</th><th>Check list</th></tr></thead><tbody><tr><td>1</td><td>Average Annual Turnover</td><td>Certificate of Chartered Accountant</td></tr><tr><td>2</td><td>Security Contract(s) of &gt; 1.00 Crore</td><td>Only performance certificate(s)</td></tr></tbody></table>	S. No.	Criteria as per Annexure-IV	Check list	1	Average Annual Turnover	Certificate of Chartered Accountant	2	Security Contract(s) of > 1.00 Crore	Only performance certificate(s)	<p>4. <b><u>BID EVALUATION PROCEDURE</u></b></p> <p><b><u>Technical Bid/Criteria</u></b></p> <p>The bidder will be given marks on the basis of Technical Point Sheet (Annexure-IV).</p> <p>To become eligible for short listing the bidder must secure at least 50% marks in each and 60% marks in aggregate.</p> <table border="1"><thead><tr><th></th><th>Criteria as per Annexure-IV</th><th>Check list</th></tr></thead><tbody><tr><td>1</td><td>Financial Strength</td><td>Certificate of Chartered Accountant</td></tr><tr><td>2</td><td>Performance of work</td><td>Successfully Completed work performance certificate(s) as per Annexure -----</td></tr><tr><td>3</td><td>Experience</td><td>Modified as per CPWD Manual amended condition.</td></tr></tbody></table>		Criteria as per Annexure-IV	Check list	1	Financial Strength	Certificate of Chartered Accountant	2	Performance of work	Successfully Completed work performance certificate(s) as per Annexure -----	3	Experience	Modified as per CPWD Manual amended condition.	As per CPWD Manual.	Recommended as per CPWD Manual
S. No.	Criteria as per Annexure-IV	Check list																							
1	Average Annual Turnover	Certificate of Chartered Accountant																							
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	Criteria as per Annexure-IV	Check list																							
1	Financial Strength	Certificate of Chartered Accountant																							
2	Performance of work	Successfully Completed work performance certificate(s) as per Annexure -----																							
3	Experience	Modified as per CPWD Manual amended condition.																							

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3	Experience	Oldest / 1 <sup>st</sup> Work Performance Certificate
4	Operational Manpower	Undertaking supported by copy of latest EPF Challan
5	Ex-Military/Ex-Paramilitary/Ex-Police Personnel	Undertaking with list
6	Supervisory field officers	Undertaking with list

#### FINANCIAL BID

- all*
- Financial Bid of only top five bidders shall be opened.
  - Among these TOP 5 eligible bids, tender will be awarded to the L1 Bidder.
  - In case more than one bidder turns out to be the lowest in financial bid, the tender will be awarded only to one bidder on the basis of draw of lots by throwing/picking of folded paper slips of eligible bidders in their presence.

Note: - Prior to issue of award letter, the firm will be required to produce all relevant documents (in original) for authentication.

4	Operational Manpower	Undertaking supported by copy of latest EPF/ESIC Challan
5	Ex-Military/Ex-Paramilitary/Ex-Police Personnel	Undertaking with list
6	Supervisory field officers	Undertaking with list

#### FINANCIAL BID

- those who received 75 marks would be opened.*
- Financial Bid of only top five bidders shall be opened.
  - Modified as per CPWD Manual provisions.
  - In case more than one bidder turns out to be the lowest in financial bid, the tender will be awarded only to one bidder on the basis of draw of lots by throwing/picking of folded paper slips of eligible bidders in their presence.

Note: - Prior to issue of award letter, the firm will be required to produce all relevant documents (in original) for authentication.

<p><b>5. <u>BIDDING PROCEDURE</u></b></p> <p>a). EMD to be scanned and uploaded as described at Clause 1 i.e. Earnest Money.</p> <p>b). The bidders shall quote the rate online only on the prescribed format as per clause 2 of Terms and Conditions for Security Contract.</p> <p>c). Owing to security reasons, a maximum of two Security Group Contracts will be awarded to one bidder in N.D.M.C.</p> <p><b><u>General Conditions:</u></b></p> <ol style="list-style-type: none"> <li>Conditional tenders shall be summarily rejected.</li> <li>In any contradiction on the part of information supplied by the bidder, NDMC reserves the right to declare the bidder non - competent and declare any contract to be null and void, even if already awarded to the bidder.</li> <li>N.D.M.C. reserves the right to reject any/all tenders without assigning any reasons what so ever.</li> <li>The bid shall become invalid if any discrepancy is noticed between the documents as uploaded of bid and hard copies as submitted physically by the lowest tenderer.</li> </ol>	<p><b>6 <u>BIDDING PROCEDURE</u></b></p> <p>a). EMD to be scanned and uploaded as described at Clause 1 i.e. Earnest Money.</p> <p>b). The bidders shall quote the rate online only on the prescribed format as per clause 2 of Terms and Conditions for Security Contract.</p> <p>c). Owing to security and administrative reasons, a maximum of two Security Group Contracts will be awarded to one bidder in N.D.M.C.</p> <p><b><u>General Conditions:</u></b></p> <ol style="list-style-type: none"> <li>Conditional tenders shall be summarily rejected.</li> <li>In any contradiction on the part of information supplied by the bidder, NDMC reserves the right to declare the bidder non - competent and declare any contract to be null and void, even if already awarded to the bidder.</li> <li>N.D.M.C. reserves the right to reject any/all tenders without assigning any reasons what so ever.</li> <li>The bid submitted shall become invalid if : <ol style="list-style-type: none"> <li>If the Bidder is found ineligible.</li> <li>If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted</li> </ol> </li> </ol>	<p>As per CPWD O.M. No. DG/CON/287 Dated 24.08.2015</p>	<p>Recommended as per CPWD Manual</p>
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<p>5. The bid shall become invalid if the lowest bidder does not deposit physical EMD within a week of opening of tender.</p> <p>6. NDMC has adopted Integrity Pact for all its contracts for '50 lakh and above. It is mandatory for the bidder/contractor to sign the IP. The bid of bidder/ Contractor who do not sign the "IP" (Integrity Pact) shall not be considered. Integrity Pact is available at Annexure - I.</p>	<p>physically by the lowest bidder in the office of tender opening authority.</p> <p>(iii) The bidder does not deposit original EMD in the prescribed form with the office of Chief Security Officer, NDMC (The EMD document shall only be issued from the place in which the office of receiving division office situated).</p> <p>(iv) The bidder does not upload all the documents as stipulated in the bid document including the copy of receipt for deposition of original EMD in prescribed form.</p> <p>(v) If a tenderer quotes 'Nil Rates against and not quote any percentage above/below on the total amount of tender or any Section/sub head in percentage tender, the tender shall be treated at invalid and will not be considered as lowest tenderer.</p> <p>5. Modified in Para 4 (iii) &amp; (iv) above</p> <p>6. NDMC has adopted Integrity Pact for all its contracts for 50 lakh and above. It is mandatory for the bidder/contractor to sign the IP. The bid of bidder/ Contractor who do not sign the "IP" (Integrity Pact) shall not be considered. Integrity Pact is available at Annexure - I.</p>		
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<p>Details of IEM (Independent External Monitor)</p> <p>1. Dr. U.K. Sen, IEM E-Mail: <a href="mailto:uksen@hotmail.com">uksen@hotmail.com</a></p> <p>2. Shri V.K. Gupta, IEM E-Mail: <a href="mailto:vinod101951@gmail.com">vinod101951@gmail.com</a></p> <p>In case of any grievances about the tender, the same may be sent to IEM/ Vigilance Department of NDMC with the name and address of the sender.</p>	<p>Details of IEM (Independent External Monitor)</p> <p>1. Dr. U.K. Sen, IEM E-Mail: <a href="mailto:uksen@hotmail.com">uksen@hotmail.com</a></p> <p>2. Shri V.K. Gupta, IEM E-Mail: <a href="mailto:vinod101951@gmail.com">vinod101951@gmail.com</a></p> <p>In case of any grievances about the tender, the same may be sent to IEM/ Vigilance Department of NDMC with the name and address of the sender.</p>		
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### TECHNICAL POINTS SHEET

Parameter for technical evaluation of Security

Agencies for providing Security Services/Arrangements at NDMC Premises

#### FINANCIAL ASPECT

1. Average Annual Turnover of the last three years Of the Firm/Agency (up to the financial year

Ending March 2015)

	<i>in Rs Crores</i>	MARKS
i.	2 to 5	03
ii.	>5 to 10	06
iii.	>10 to 15	10
iv.	>15	15

2. Total Number of the security contracts of the value not less than one crore each executed during the last three years (upto March 2015)

i.	1 to 2	03
ii.	3 to 5	06
iii.	6 to 8	10
iv.	>8	15

### TECHNICAL POINTS SHEET

Parameter for technical evaluation of Security Agencies for providing Security Services/Arrangements at NDMC Premises

#### FINANCIAL ASPECT

1.	Financial Strength (20 Marks)	MA RKS	Evaluation
i.	Average Annual Turnover of the last three years of the Firm/Agency (up to the financial year ending March 2015)	16	i) 60% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria or more in between (i) & (ii) - on pro-rata basis
ii.	Solvency Certificate	04	

#### 2. Performance of work (10 Marks)

		Mar ks	Evaluation
i.	Very Good	10	
ii.	Good/Satisfactory	08	
iii.	Fair	05	
iv.	Poor	00	

As per Appendix 20 of CPWD Manual Criteria for evaluation of the performance of contractors of pre-eligibility and duly checked by the Civil Department.

As per CPWD Manual as well deptts. criteria.

*How you would assess it in the agency*

*as per provision of Act/Rules/Regulations*

*16 5 Marks may be kept for those bidders to be recommended for award*

3. Experience  
Past experience of similar security work for preceding

i.	3 years to 5 years	03
ii.	>5 years to 7 years	06
iii.	>7 years to 9 years	10
iv.	>9 years	15

4. Human Resources Current Operational Manpower of Roll

i.	200 to 500	03
ii.	>500 to 1000	05
iii.	>1000 to 150	10
iv.	>1500	15

5. Number of Ex-Military/Ex-Paramilitary/ Ex-Police Personnel on Roll

i.	50 to 100	03
ii.	101 to 200	06
iii.	201 to 300	10
iv.	>300	15

6. Number of Supervisor/Field Officer

i.	10 to 25	03
ii.	26 to 50	06
iii.	51 to 75	10
iv.	76 to 100	15

3. Experience in similar works (20 Marks)

	Marks	Evaluation
i. Security & service arrangement work	20	iii) 50% marks for minimum eligibility criteria. iv) 100% marks for twice the minimum eligibility criteria or more in between (i) & (ii) - on pro-rata basis.

4. Human Resources (15 Marks)

Current Operational Manpower of Roll

i.	200 to 500	03 17
ii.	>500-1000	12 13
iii.	>1000	15

5. Number of Ex-Military/Ex-Paramilitary/Ex-Police Personnel Roll

(Security Guard/Supervisor/Chief Supervisor) (15 Marks)

i.	50 to 100	03 17
ii.	101 to 200	12 13
iii.	201	15

6. Number of Supervisory Field Officer (15 Marks)

i.	10 to 25	03 17
ii.	26 to 50	12 13
iii.	51	15

To become eligible for short listing bidder must secure at least 60% (sixty percent) marks in each and 70% (seventy percent) marks in aggregate.

< 50 : 00 marks  
50-75 → 09 marks & 24 is will work out to 10.50 or 12  
75-100 - 12  
100-125 > 150 - 15 rounded off to 11

75%

12 16

1-42

nt  
6/4/16

### TECHNICAL POINTS SHEET

Parameter for technical evaluation of Security

Agencies for providing Security Services/Arrangements at NDMC Premises

#### FINANCIAL ASPECT

1. Average Annual Turnover of the last three years Of the Firm/Agency (up to the financial year

Ending March 2015)

	MARKS
i. 2 to 5	03
ii. >5 to 10	06
iii. >10 to 15	10
iv. >15	15

2. Total Number of the security contracts of the value not less than one crore each executed during the last three years (upto March 2015)

i. 1 to 2	03
ii. 3 to 5	06
iii. 6 to 8	10
iv. >8	15

### TECHNICAL POINTS SHEET

Parameter for technical evaluation of Security Agencies for providing Security Services/Arrangements at NDMC Premises

#### FINANCIAL ASPECT

1.	Financial Strength (20 Marks)	MA RKS	Evaluation
i.	Average Annual Turnover of the last three years of the Firm/Agency ( up to the financial year ending March 2015)	15	i) 70% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria or more in between (i) & (ii) – on pro-rata basis
ii.	Solvency Certificate	04	

#### 2. Performance of work (10 Marks)

		Mar ks	Evaluation
i.	Very Good	10	
ii.	Good/Satisfactory	08	
iii.	Fair	05	
iv.	Poor	00	

As per Appendix 20 of CPWD Mannual Criteria for evaluation of the performance of contractors of pre-eligibility and duly checked by the Civil Department.

As per CPWD Manual as well deptts. criteria.

### 3. Experience

Past experience of similar security work for preceding

- |      |                     |    |
|------|---------------------|----|
| i.   | 3 years to 5 years  | 03 |
| ii.  | >5 years to 7 years | 06 |
| iii. | >7 years to 9 years | 10 |
| iv.  | >9 years            | 15 |

### 4. Human Resources Current Operational Manpower of Roll

- |      |               |    |
|------|---------------|----|
| i.   | 200 to 500    | 03 |
| ii.  | >500 to 1000  | 05 |
| iii. | >1000 to 1500 | 10 |
| iv.  | >1500         | 15 |

### 5. Number of Ex-Military/Ex-Paramilitary/ Ex-Police Personnel on Roll

- |      |            |    |
|------|------------|----|
| i.   | 50 to 100  | 03 |
| ii.  | 101 to 200 | 06 |
| iii. | 201 to 300 | 10 |
| iv.  | >300       | 15 |

### 6. Number of Supervisor/Field Officer

- |      |           |    |
|------|-----------|----|
| i.   | 10 to 25  | 03 |
| ii.  | 26 to 50  | 06 |
| iii. | 51 to 75  | 10 |
| iv.  | 76 to 100 | 15 |

### 3. Experience in similar works (20 Marks)

		Marks	Evaluation
i.	Security & service arrangement work	20	iii) 70% marks for minimum eligibility criteria. iv) 100% marks for twice the minimum eligibility criteria or more in between (i) & (ii) – on pro-rata basis.

### 4. Human Resources (15 Marks)

#### Current Operational Manpower of Roll

i.	200 to 500	11
ii.	>500-1000	13
iii.	>1000	15

### 5. Number of Ex-Military/Ex-Paramilitary/Ex-Police Personnel Roll

#### (Security Guard/Supervisor/Chief Supervisor) (15 Marks)

i.	<50	00
ii.	50 to 75	11
iii.	75-105	13
iv.	>150	15

### 6. Number of Supervisory Field Officer (15 Marks)

i.	10 to 25	11
ii.	26 to 50	13
iii.	51	15

To become eligible for short listing bidder must secure at least 70% (seventy percent) marks in each and 75% (seventy five percent) marks in aggregate.  
5% weightage will be allowed to the bidders who have recognized and operational training centre.

~ Note ~  
3/N

8.1X.16

Annexure - II

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

Discussed with Chairman.

Recees Modifications to the Eligibility criteria as desired have been carried out on pages 5, 6, 9, 16 & 17.

Chairman may pl. approve.

8.1X.16

No. R. 81/PS/2016  
8/9/16

Secretary  
8/9/16

Chairman

i) Qualifying marks for Technical ground may be kept either 70 or 75 %. 60 % looks to be low. Let Secretary & FA decide whether to go for 70 or 75 %.

No. 3707/PS/CP/2016  
Dated 9/9/16

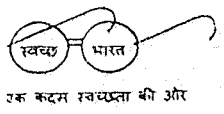
ii) Anyone qualified on technical evaluation basis i.e. securing 70 or 75 % marks on the test may be there financial bid would be opened i.e. no restriction on top 5 bids to be opened.

Secretary's Office  
6252  
8/9/16  
14/9/16

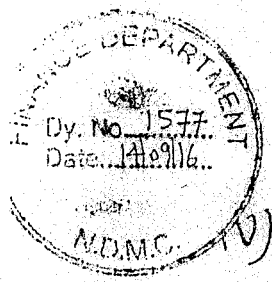
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NIT.



न० दि० न० पा० प०  
N. D. M. C.



815/PC/FA/D/16  
08/09/16  
12/09/16



6279  
12/09/16

from prepage

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(ii) In technical evaluation 15% marks has been kept for performance. for this purpose clear cut criteria shall be mentioned. Reduce its weightage to 10%.

Add 5% weightage to those bidders, who have recognised and operational training centre in this regard.

Rest as proposed. This may be put up in the next Council meeting. Show the tender document to our experts - Integrity part.

Secretary th  
9/9/16

14.08.16 P.T.O. →



नॉर्दर्न नॉर्दर्न नॉर्दर्न  
N. D. M. C.



एक बंदम स्वरूपता की ओर

6/10/16

6/10/16

Reference pre-page:

The Sub-Committee submitted the draft eligibility criteria in respect of security services in NDMC area. The Chairman has desired some modification in the technical point sheet of eligibility criteria. The modification with regard to qualifying marks for shortlisting the bidders taken as 70% in each segment and 75% marks in aggregate. Further 5% weightage is allowed to the bidders who have recognized as operational training centre. Deptt. May take note of the point No.2 at page 3/N that no restrictions of top five bidders in case of opening of bids.

Submitted please.

(Geetali Tare)

Financial Advisor

Chairman

Let 'A' on p-6/N auto.

This clause may be dropped in view of IEM's observation. Qualifying mark may be kept 75% in total not in each segment. Such clause would restrict competition.

RFP may be finalised and put up in the next council meeting. Secretary may also see to give any input.

7/10/16

Secretary

C.O.

10-10-16

AAO/HA

-48-

Annexure - III

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

|    |   |  |
|----|---|--|
| 1. | Date & Time of Pre-Bid Meeting                              |  |
| 2. | Last date & time for downloading of Tender Documents        |  |
| 3. | Last date & time for online submission of Tender Documents. |  |

**TENDER NOTICE**

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

| S. N. | Group Of Contract    | Description                                       | Estimated Cost/ Earnest Money |
|-------|----------------------|---|-------------------------------|
| 1.    | A,B,C,D,E, F,G,H,J&K | Security Services/ Arrangements at NDMC Premises. |                               |

The tender documents can be downloaded from the following website:

<https://govtprocurement.delhi.gov.in>

**CONTENTS OF BID**

**1. Earnest Money**

Earnest Money in the form of Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of the Secretary NDMC) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited in the office of the Chief Security Officer at Mezzanine Floor, NDMC, Palika Kendra, Sansad Marg, New Delhi-110001, within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated). The EMD receiving Chief Security Officer shall issue a receipt of deposition of Earnest Money deposit to the bidder in a prescribed format uploaded by tender inviting Chief Security Officer in the NIT.

This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or ₹ 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled Bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

**2. ELIGIBILITY CRITERIA**

1. The bidder should not be a blacklisted firm by any of the Department/Institutions of Central Government/State Government/ Public Sector Undertaking/ Local Body etc.

2. The bidder should have a proof of:

A ..... NIL ..... (a) Proprietorship/ partnership firm/company/Society and registration of the  
C ..... NIL ..... firm/company/Society establishing legal identity and proof of registration of the  
OW ..... NIL ..... firm/company/Society. Joint ventures are not accepted.  
D ..... NIL .....

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1932.

- (b) Valid License under Contract Labour Act or under any other Acts, Rules applicable.
  - (c) Valid Provident Fund Registration Number.
  - (d) Valid ESI Registration Number.
  - (e) PAN Card under Income Tax Act.
  - (f) Service Tax Registration Number.
  - (g) A valid ISO Certificate.
3. Average annual financial turnover on security works should be at least 50% of the estimated cost during the immediate last 3 consecutive year.
  4. The bidder shall also furnish the solvency certificate: solvency of the amount equal to 40% of the estimated cost of the work issued on or after \_\_\_\_\_ by a Scheduled Bank. This Bank solvency certificate may be got verified from the Bank concerned.
  5. Must have experience of having successfully completed works during the last 7 years ending previous day of the last date of submission of tenders.

Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender,

OR

Two similar completed works, costing not less than the amount equal to 60% of the estimated cost put to tender.

OR

One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

(Similar works shall mean works of Security and Services/ Arrangements)

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of The bidder should have a applications for tenders.

6. Operational manpower on Roll (Security Guards, Supervisors and Chief Supervisors only) should not be less than 200 including at least 50 Number of Ex-military/Ex-Para military/Ex Police personnel on Roll.
7. License under PSARA Act 2005 to operate the work providing security services.
8. Detail/List of works in hand showing the total strength of Security Personnel.
9. To become eligible, the bidders shall have to furnish an affidavit as under:-

### UNDERTAKING

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in NDMC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Chief Security Officer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

10. The bidder should not have incurred any loss in more than two years during available last five consecutive year's balance sheet, duly certified and audited by the Chartered Accountant.

A ..... NIL .....  
 C ..... NIL .....  
 OW ..... NIL .....  
 O ..... NIL .....  
 A

11. The bidder has to submit self attested copy of Annual Return filed under EPF and MP Act 1952. The Annual Return shall be the most recent return immediately before the date of receipt of application for the bidding of this work.
12. The bidder has to submit self attested copy of Annual Return filed under ESIC and MP Act 1948. The Annual Return shall be the most recent return immediately before the date of receipt of application for the bidding of this work.
13. At least 10% of the personnel deployed will be woman as required by the Security Department of NDMC.

### 3. Check List for Eligibility Criteria

The scanned copy of following documents in support of eligibility of bidder should be submitted online within the period of bid submission:

- (i) Undertaking that the bidder has never been black listed as per clause 1 of **ELIGIBILITY CRITERIA.**
- (ii) (a) One recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation. Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names, addresses and telephone numbers of Directors/Partners also (b) Valid License under Contract Labour Act or under any other Acts/Rules applicable (c) Valid Provident Fund Registration Number (d) Valid ESI Registration Number (e) PAN Card under Income Tax Act, (f) Service Tax Registration Number, (g) Valid ISO Certificate.
- (iii) Proof of Average Annual turnover on security works during the immediate last 3 consecutive year - Certificate to this effect issued by the Chartered Accountant of the firm.
- (iv) Bank Solvency Certificate: solvency of the amount equal to 40% of the estimated cost of the work of minimum issued by a Scheduled Bank.
- (v) Performance Certificate in support of clause 5 of Eligibility Criteria.
- (vi) Undertaking in support of clause 6 of Eligibility Criteria supported by copy of latest EPF Challan.
- (vii) Undertaking with list in support of clause 9 of Eligibility Criteria.
- (viii) Proof of experience as stated in Clause 5 of Eligibility Criteria and performance certificates as per Clause No. 3 of Terms and Conditions.
- (ix) Valid License as per the Private Security Agencies (Regulation) Act/Rules/DPSA Regulation Rules 2009.
- (x) Detail/List of works in hand showing the total strength of Security Personnel.
- (xi) Pre Contract Integrity Pact as per Annexure-I duly signed by the Bidder.
- (xii) Undertaking as per Clause 11 of Eligibility Criteria
- (xiii) Copy of Annual return under EPF and MP Act 1952
- (xiv) Copy of annual return under ESIC Act 1948
- (xv) Audited balance sheet along with profit & loss account statement for three financial years of audited balance sheet along with profit & loss account statement for three financial years along with turnover financial year 2015-16 duly certified by the CA as well as details income tax deposited by the company for the financial year 2015-16 along with copies of challans..
- (xvi) The contractor shall submit a affidavit at the time of submission of bill for payment regarding payment made to the guards not less than minimum wages.

A ..... NIL .....  
 C ..... NIL .....  
 OW ..... NIL .....  
 O ..... NIL .....

- (xvii) The contractor has to ensure the following: (a) The contractor shall obtain a valid labour license in terms of Contract Labour (Regulation & Abolition) Act-1970 (b) The contractor shall pay the contribution of ESI & EPF for which the contractor registered himself with EPFO and ESIC (c) The contractor has to maintain the following registers for workman employed by the contractors, Muster Roll, register of wages. Wages slip, Employment Card, service Certificate, Register of deduction for damages or loss, register of overtime and register of advance.
- (xviii) Copy of memorandum and article of association.
- (xix) Information on any ongoing labour dispute.
- (xx) Company profile with details with organization chart and top Management/Officials list partners/Directors/Top Executives.
- (xxi) Undertaking in the stamp paper to the effect that the agency has not been blacklisted by any Central/State/Govt. Agency.

A ..... NIL .....  
 C ..... NIL .....  
 OW ..... NIL .....  
 O ..... NIL ..... A

#### 4. BID EVALUATION PROCEDURE

##### Technical Bid/Criteria

The bidder will be given marks on the basis of **Technical Point Sheet (Annexure-IV)**.

To become eligible for short listing the bidder must secure at least 70% marks in each and 75% marks in aggregate.

|   | Criteria as per Annexure-IV                     | Check List  |
|---|---|---|
| 1 | Financial Strength                              | Certificate of Chartered Accountant   |
| 2 | Performance of work                             | Successfully Completed work performance certificate(s) as per Clause No. 3 of Terms and Conditions. |
| 3 | Experience                                      | Modified as per CPWD Manual amended condition.  |
| 4 | Operational Manpower                            | Undertaking supported by copy of latest EPF/ ESIC Challan   |
| 5 | Ex-Military/Ex-Paramilitary/Ex-Police Personnel | Undertaking with list   |
| 6 | Supervisory field officers                      | Undertaking with list   |

#### 5. FINANCIAL BID

As per the Rule No. 4 of General Conditions of Contract for Central Public Works Department (CPWD) Works, in case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors is same, than such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub-sections/ sub-heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub-section/sub-head should not be higher than their respective original rates quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rates of individual item) of two or more contractors received in a revised offer is again found to equal, than the lowest tender, among such contractors, shall be decided by draw of lots in the presence of sub-committee of tender and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, than such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal

A

(5)

~~254~~  
S2-

to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his Earnest Money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual item, refused to submit revised offer, than tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose Earnest Money is forfeited because non submission, of revised offer or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

Note: - Prior to issue of award letter, the firm will be required to produce all relevant documents (in original) for authentication.

## 6 BIDDING PROCEDURE

- a). EMD to be scanned and uploaded as described at Clause 1 i.e. Earnest Money.
- b). the bidders shall quote the rate online only on the prescribed format as per clause 2 of Terms and Conditions for Security Contract.
- c). Owing to security and administrative reasons, a maximum of two Security Group Contracts will be awarded to one bidder in N.D.M.C.

### General Conditions:

1. Conditional tenders shall be summarily rejected.
2. In any contradiction on the part of information supplied by the bidder, NDMC reserves the right to declare the bidder non - competent and declare any contract to be null and void, even if already awarded to the bidder.
3. N.D.M.C. reserves the right to reject any/all tenders without assigning any reasons what so ever.
4. The bid submitted shall become invalid if:
  - (i) If the Bidder is found ineligible.
  - (ii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
  - (iii) The bidder does not deposit original EMD in the prescribed form with the office of Chief Security Officer, NDMC (The EMD document shall only be issued from the place in which the office of receiving division office situated).
  - (iv) The bidder does not upload all the documents as stipulated in the bid document including the copy of receipt for deposition of original EMD in prescribed form.
  - (v) If a tenderer quotes 'Nil Rates against and not quote any percentage above/below on the total amount of tender or any Section/sub head in percentage tender, the tender shall be treated at invalid and will not be considered as lowest tenderer.
5. NDMC has adopted Integrity Pact for all its contracts for ₹50 lakh and above. It is mandatory for the bidder/contractor to sign the IP. The bid of bidder/ Contractor who do not sign the "IP" (Integrity Pact) shall not be considered. Integrity Pact is available at Annexure - I.

### Details of IEM (Independent External Monitor)

1. Dr. U.K. Sen, IEM E-Mail: [uksen@hotmail.com](mailto:uksen@hotmail.com)
2. Shri V.K. Gupta, IEM E-Mail: [vinod101951@gmail.com](mailto:vinod101951@gmail.com)

In case of any grievances about the tender, the same may be sent to IEM/ Vigilance Department of NDMC with the name and address of the sender.

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
O ..... NIL .....  
W

01-11-16  
Chief Security Officer

PRE CONTRACT INTEGRITY PACTGeneral

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2015, between on one hand the New Delhi Municipal Council acting through Shri \_\_\_\_\_, The Chief Security Officer (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ (hereinafter called the "Bidder(s)/Contractor(s)" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure (Name of work: **Security Services/ Arrangements at NDMC Premises under Group Contract** \_\_\_\_\_) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the Municipal Government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore;

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

And

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Principal/Owner

- A ..... NIL  
C ..... NIL  
OW ..... NIL
- 1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).
  - 1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO. NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Contractor(s)

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
- 3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/ Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
- 3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
- 3.5 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
- 3.6 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.
- 3.7 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.8 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertake to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.

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- 3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

#### 4 Previous Transgression

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.
- 4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5 Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s)) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
  - (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
  - (vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or

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damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).

- (vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letter of Credit has been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s),) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

#### 6. Independent External Monitors

6.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.

6.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality.

6.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

6.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/

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Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

9. Other Legal Actions

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

10.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Principal/Owner

Bidder (s)/Contractor (s)  
Chief Executive Officer

Name of the Officer,  
Designation  
New Delhi Municipal Council.

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

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NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA: NEW DELHI

TERMS AND CONDITIONS FOR SECURITY CONTRACT

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

**1. CONTRACT PERIOD**

This contract shall be deemed to come into force from the date of deployment and shall be for a period of three years subject to at least satisfactory performance of the firm as per Performance Assessment (Annexure V) and to the entire satisfaction of the Chief Security Officer which may be extended up to one years by the "NDMC" on mutually agreed terms and conditions.

**2. PRICE/RATE**

- a) Financial Bid (Dynamic Page) contains Minimum Wages, EPF, ESI and other statutory obligations of the contractor under Minimum Wages Act. The contractor shall quote rates for each and every component strictly as per rates fixed by the concerned authorities i.e. EPFO, ESIC, Service Tax etc. and Service Charges/Professional Charges (which should be workable and reasonable). Any deviation from this condition will render a bid ineligible.
- b) The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Chief Security Officer to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.
- c) The category of security staff under Minimum Wages Act will be considered as under:-

|                          |                     |
|--------------------------|---------------------|
| (i) Security Guard       | Semi Skilled        |
| (ii) Security Supervisor | Skilled Matriculate |
| (iii) Chief Supervisor   | Skilled Graduate    |

Note: A Security Guard is a Semi Skilled person as he has been given training as per PSAR Act/Rules.

- d) The tenderer/Contractor/firm should quote his rates in figures in prescribed format of Financial Bid/ Dynamic Page.
- e) N.D.M.C. reserves the right to reject any/all tenders without assigning any reasons what so ever.

**3. PERFORMANCE CERTIFICATE**

Performance certificate must have clearly mention about manpower, contract period, value in Indian rupees (in figures & words both) and grading of work (Very Good, Good/Satisfactory, Fair & Poor)

**4. VALIDITY OF TENDER**

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

**5. DEPLOYMENT OF SECURITY PERSONNEL**

- a) That the "Contractor" shall provide quality Security Services to the "NDMC" by providing Security Guards who are:

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F.....NIL  
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O.....NIL  
P.....NIL  
Q.....NIL  
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U.....NIL  
V.....NIL  
W.....NIL  
X.....NIL  
Y.....NIL  
Z.....NIL

- i). Medically fit, well built and height/weight not less than 170 cm/54 Kg. in case of male and 160 cm/48 Kg. in case of female.
- ii). Educational Qualification – Minimum Matriculation/10<sup>th</sup> pass.
- iii). Uniformed.
- iv). Having Identity Cards, Name Badge and trained for the job.

b) Training

The contractor shall ensure that all the security guards deployed must be trained as per **The Private Security Agencies (Regulation) Act/Rules** at his own cost and expenses.

- c) The Security Supervisor and Chief Supervisor must be a retired **Police/Defence/Para Military Forces Personnel** but not more than 55 years of age.
- d) The Contractor shall not deploy any Security Guard below the age of 18 years or above the age of 45 years.
- e) The Antecedents/Police Verification of each Individual/ Security staff deployed by the contractor must be verified by the local police authority and copy of the same shall be provided to this department.

6. PAYMENT

- a) The "Contractor" shall be paid the rate as referred to in Para 2 above. In case the minimum wages are increased / revised by the Govt. of NCT Delhi by an order made under Minimum Wages Act after the date of issue of NIT, the charges payable to the Contractor shall be revised accordingly with effect from the date of Govt. order under the Minimum Wages Act.
- b) All statutory deductions like Income Tax or any other tax at the rates applicable at the time of payment shall be made from bills of the Contractor.
- c) That the "Contractor" shall pay wages to its employees **through ECS** within the time stipulated under the provisions of Minimum Wages Act, Govt. of NCT, Delhi.  
Wages due to every worker shall be paid to him direct by contractor/through Bank or ECS or online transfer to his Bank Account.
- d) That the "Contractor" shall submit it's bills for the monthly reimbursement of Minimum Wages, Fringe Benefits and Administrative Charges plus Service Charges/Professional Charges of the previous month by the 10<sup>th</sup> working day of the following month. The bills will be paid to the "Contractor" at the earliest possible.  
The "Contractor" will maintain a register on which day to day deployment of personnel will be entered. While raising the bill, this should be shown, based on which the supervisory staff/representative of NDMC will verify the bill.  
These records must be preserved by the firm till next financial year, even if the contract period is over.  
If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Department from the agency.
- e) Final bill shall be paid within 90 days after submission of the final bill by the Contractor.
- f) That the Security Guards and Supervisors including Chief Supervisors engaged by the "Contractor" for providing the service to the "NDMC" shall at all times and for all purposes be the employee of the "Contractor" who shall be solely responsible for providing all fringe benefits to such employees viz. Wages, Bonus, Employees Provident Fund (EPF), Employees State Insurance( E.S.I.), Gratuity etc. as per provisions of the law applicable under Minimum Wages Act, Govt of NCT of Delhi for such purpose from time to time. The "Contractor" shall furnish a certificate to this effect every month, failing which the "NDMC" shall have the right to withhold the payment of professional charges and shall also have the right to examine and verify the original records of the Contractor to ensure the compliance of this clause by the "Contractor".
- g) That the "Contractor" shall provide additional personnel as and when required by the "NDMC" on the same rates, terms and conditions as mentioned in this agreement.

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7. PERFORMANCE GUARANTEE

- i. That the Agency, whose tender is accepted, will be required to furnish by way of Performance Guarantee for the fulfilment of this contract, an amount equal to 10% of

the tendered value of the work. The earnest money deposited in Cash/Bank Draft at the time of tender, will be treated as a part of the Bank Guarantee and adjusted in Performance Guarantee. Guarantee Bond of State Bank of India or a Scheduled Bank will also be accepted for this purpose.

The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case term of contract extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended period.

- ii. Besides this an agreement shall have to be executed on a non-judicial stamp paper of the appropriate value. In the event of failure to deposit Security money or to execute the required agreement within the specified time, the Council will reserve the right to forfeit the earnest money.
- iii. In case the tender is accepted and/or if tenderer refuses or is not willing to execute the order or commit default of any terms and conditions of the tender work at any time, the Council shall reserve the right to forfeit the Performance Guarantee.
- iv. The tenderer will not be entitled to any claim for interest on the Earnest Money/ Performance Guarantee.
- V. Performance Guarantee of the Agency shall be refunded after 6 months from the date of finalization of the final bill.

#### 8. FORFEITURE OF EARNEST MONEY

- a. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded.
- b. If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited by the NDMC automatically without any notice.
- c. In case the contractor fails to commence the work specified in the tender documents or such time period as mentioned in letter of award, after the date on which the Chief Security Officer issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the NDMC shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- d. If only a part of the work as shown in the tender is awarded, and the contractor does not commence the work, the amount of the earnest money to be forfeited to the NDMC should be worked out with reference to the estimated cost of the work so awarded.
- e. In case of forfeiture of earnest money as prescribed in a to d above, the tenderer shall not be allowed to participate in the retendering process of the work.

#### 9. TENDERER'S RESPONSIBILITY

- a) The bidder is required to provide security services to the department and is advised to visit and acquaint himself with the operational system. The cost of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.
- b) That the "Contractor" shall work under the overall supervision and directions of the "NDMC" or any other officer authorized by it on its behalf.
- c) That the "NDMC" shall have the right to ask for the removal of any person of the "Contractor" who is not considered to be of good conduct, well behaved, competent, disciplined and orderly in the discharge of his duties assigned to him.
- d) That the "Contractor" shall comply with all legal requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act, 1970, at its own cost.
- e) That for providing proper and satisfactory Security Services the "Contractor" shall perform the duties/functions as detailed in Annexure-II and as assigned to it from time to time by the "NDMC".
- f) The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timing of the shift are changeable and shall be fixed by the Department from time to time depending upon the requirement. Prolonged duty

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hours (more than 8 hours at a stretch) shall not be allowed keeping in view the sensitive nature of duty.

- g) The "Contractor" shall deploy its staff on duty at the places/points as directed by the NDMC from time to time. The "Contractor" shall provide and maintain a separate attendance register for each location.
- h) The "Contractor" has to give an undertaking (on the format) duly countersigned by the concerned official of the department, regarding payment of wages as per rules and laws in force, before receiving the second payment onwards.
- i) The contractor shall indemnify the N.D.M.C. against all losses, damages etc. and shall always keep it fully indemnified during the period of contract.
- j) The contractor should have round the clock control room service in Delhi alongwith quick response team to deal with emergent situations.
- k) The contractor shall provide Walkie-Talkie sets at the respective/indicated duty points. The cost of providing Walkie-Talkie sets and its maintenance/upkeep to keep these always functional will also be the responsibility of the security contractor.

**Note: The Number shown is indicative and the actual number may vary.**

- l) At every location at least one mobile phone will be made available with the security guard/supervisor by the security contractor for any further communication with NDMC. To keep the mobile phone in order and making timely payment of its call charges will also be the responsibility of the security contractor.
- m) The "Contractor" will also be responsible to provide Torches, Lathis, Raincoats/Umbrellas and Batons as per requirement.
- n) The Contractor will obtain License from the Labour Commissioner, Delhi under Contract Labour Act for this contract and will submit before release of 2<sup>nd</sup> Running Account Bill.

#### 10. TERMINATION OF THE CONTRACT

- a) Contract is liable to be terminated by the NDMC without payment of any compensation, if subsequent to the acceptance of tender the contractor is blacklisted or enters into partnership with black listed contractor of the NDMC or any other department, or Government or its undertakings.
- b) That the contract can be terminated at any time before the expiry of the period of contract by the "NDMC" by giving one month's notice and satisfaction of the "NDMC" in this regard would be sufficient cause and once the contract is terminated this issue shall not be contestable by the Contractor.
- c) That the "Contractor" shall abide by all the terms and conditions of the contract work. In case of breach of any of the terms and conditions, NDMC shall be at liberty to terminate the contract without any notice to him and the Contractor shall have no claim for compensation for any loss that it may incur on this account.
- d) **Risk and Cost** - In case of breach of contract on the part of the firm/contractor, NDMC shall have powers (a) to determine the contract or rescind the contract. Upon such determination or rescission, (b) the performance security shall be liable to be forfeited and shall be absolutely at the disposal of NDMC and (c) to get the work done/service obtained from another contractor at the risk and cost of the original contractor. Extra cost involved in getting the work done/service obtained through another contractor would be recovered from the original contractor.
- e) That the "Contractor" shall not engage any sub-contractor or transfer this contract to any other Contractor/person. In case any complaint is received and found true then the contract will be terminated after giving seven days notice for which the decision of Chief Security Officer will be final and NDMC will be at liberty to hold any amount due to the Contractor.

#### 11. OTHER RESPONSIBILITIES OF TENDERER

- a) That in case any employee of the "Contractor" is negligent or absent during his duty and as a result, if any loss or damage is sustained by the "NDMC" then that loss or damage shall be compensated by the "Contractor". The loss or damage sustained shall be ascertained from the concerned department and shall be binding on the "Contractor". The loss or damage sustained shall be liable to be deducted from the monthly bill/bills of "Contractor".

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- b) That any person engaged by the "Contractor" found misbehaving with "NDMC" Staff on duty or the general public visiting the office should be immediately removed.
- c) That the "Contractor" and its staff shall take proper and reasonable precautions against any loss, destruction waste or misuse of the areas of responsibility given to it by the "NDMC" and shall not knowingly lend to any person/company/Contractor any of the effects on assets of the "NDMC".
- d) That the Contractor and its staff shall take proper and reasonable action for protection of property from theft and damage.
- e) Prevention of any encroachment, undesirable/unauthorized activity and entry of unauthorized persons in the premises.
- f) That the "Contractor" shall not at any stage cause or permit any nuisance at the premises of the "NDMC" or do anything which may cause unnecessary disturbance or inconvenience to "NDMC" staff on duty and the public visiting the "NDMC".
- g) That the staff engaged by the "Contractor" shall not do any other professional or other work for reward or otherwise engage himself either directly or indirectly except for and on behalf of the "Contractor".
- h) No accommodation for the staff deployed would be provided by the NDMC. All facilities to the staff deployed shall be provided by the Contractor such as neat and clean uniforms, stationery, torches & cells, Raincoats/Umbrellas, lathis etc. at their own cost.
- i) That the obligation of both parties will be suspended when either of the party is subject to force majeure /conditions such as civil disturbances, storms, tempest, riots, strikes (other than the strike by the staff engaged by the "Contractor") acts of God, state of emergency etc. or Govt. notification/order which prevent either party to perform their duty.
- j) That the "Contractor" will be informed by the "NDMC" of any change that can affect the security of the premises being guarded.
- k) That the "NDMC" will take all precautionary measures as laid down in establishment/building legislation to avoid any damage loss or injury.
- l) That the "Contractor" will be permitted to engage professional assistance/personnel from third parties in the event of exigencies at his own risk and cost.
- m) That the "Contractor" will endeavor that its staff shall not at any time, without the consent of the "NDMC" in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by them and shall not disclose to anybody any information relation to the affairs of the "NDMC". This will, however, not apply to the information, which is, or become public knowledge.
- n) That the Contractor will ensure that none of its employees take part in Union/ Political activities during the currency of contract which may jeopardize the security of a place or building or adversely affect the security. N.D.M.C. shall not be in any way responsible for any act of omission or commission of the employees deployed by the Contractor and if any liability arises due to any accident and consequent injuries to any worker(s) that shall be borne by Contractor and no responsibility will rest with N.D.M.C.

## 12. PENALTIES:-

- a) The personnel engaged by the "Contractor" shall be dressed in neat and clean uniform (including proper Name Badge and Identity Card), failing which a penalty of ₹500/= will be imposed on each occasion and habitual offenders shall be removed by the department.
- b) For misbehaving on part of security staff penalty of ₹500/= will be imposed on each occasion and habitual offenders shall be removed by the department.
- c) Any violation of the terms/conditions of the contract will invite Minimum Penalty of ₹10000/= on each occasion subject to maximum of 10% of the monthly bill amount.

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

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

A ..... NIL .....  
 C ..... NIL .....  
 OW ..... NIL .....  
 O ..... NIL .....

14. ARBITRATION

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

DECLARATION

I/We certify that all the terms and conditions given at Serial No. 1 to 14 have been read out carefully and agreed to follow the same and the tender filled up by me/us and the contents given above are true, just & reasonable to the best of my knowledge and nothing has been concealed there from.

Signature of the  
Tenderer/Firm

Full Name

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
O ..... NIL .....  
A

**SCOPE OF WORK OF SECURITY STAFF DEPLOYED FOR THE WORK  
"SECURITY SERVICES/ ARRANGEMENTS AT NDMC PREMISES UNDER  
GROUP CONTRACT D"**

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

**SPECIFICALLY THE SECURITY GUARDS SHALL:**

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

A ..... NIL  
C ..... NIL  
OW ..... NIL  
D ..... NIL

CHIEF SECURITY OFFICER

SCHEDULE OF MANPOWER REQUIRED FOR SECURITY SERVICES/ARRANGEMENTS  
AT NDMC PREMISES  
UNDER GROUP CONTRACT 'A'

LIST OF PREMISES & CATEGORY OF SECURITY PERSONNEL

| S. NO. | PLACE/<br>BUILDING                          | SECURITY<br>GUARD | LADY<br>GUARD | SECURITY<br>SUPERVISOR | CHIEF<br>SUPERVISOR | TOTAL      |
|--------|---|-------------------|---------------|------------------------|---------------------|------------|
| 1.     | Palika Kendra                               | 45                | 10            | 03                     | -                   | 58         |
| 2.     | City Center                                 | 06                | 03            | -                      | -                   | 09         |
| 3.     | NDCC-II<br>Including<br>Basement<br>Parking | 35                | 04            | 03                     | -                   | 42         |
| 4.     | Pragati Bhawan                              | 10                | -             | -                      | -                   | 10         |
| 5.     | For entire Group<br>'A'                     | -                 | -             | -                      | 01                  | 01         |
|        | <b>TOTAL</b>                                | <b>96</b>         | <b>17</b>     | <b>06</b>              | <b>01</b>           | <b>120</b> |

Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
O ..... NIL .....  
10

SCHEDULE OF MANPOWER REQUIRED FOR SECURITY SERVICES/ARRANGEMENTS  
AT NDMC PREMISES

UNDER GROUP CONTRACT 'B'

LIST OF PREMISES & CATEGORY OF SECURITY PERSONNEL

| S. NO. | PLACE/<br>BUILDING        | SECURITY<br>GUARD | LADY<br>GUARD | SECURITY<br>SUPERVISOR | CHIEF<br>SUPERVISOR | TOTAL |
|--------|---------------------------|-------------------|---------------|------------------------|---------------------|-------|
| 1.     | Palika Bazar              | 58                | 16            | 02                     | -                   | 76    |
| 2.     | Charak Palika<br>Hospital | 31                | 04            | 03                     | -                   | 38    |
| 3.     | Palika Place              | 12                | -             | 01                     | -                   | 13    |
| 4.     | Freedom Fighter<br>Home   | 03                | -             | -                      | -                   | 03    |
| 5.     | Kali Bari Udyan<br>Marg   | 04                | -             | -                      | -                   | 04    |
| 6      | For entire Group<br>'B'   | -                 | -             | -                      | 01                  | 01    |
|        | TOTAL                     | 108               | 20            | 06                     | 01                  | 135   |

Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
O ..... NIL .....



**SCHEDULE OF MANPOWER REQUIRED FOR SECURITY  
SERVICES/ARRANGEMENTS AT NDMC PREMISES  
UNDER GROUP CONTRACT 'C'**

**LIST OF PREMISES & CATEGORY OF SECURITY PERSONNEL**

| S. NO. | PLACE/<br>BUILDING                             | SECURITY<br>GUARD | LADY<br>GUARD | SECURITY<br>SUPERVISOR | CHIEF<br>SUPERVISOR | TOTAL      |
|--------|--|-------------------|---------------|------------------------|---------------------|------------|
| 1.     | Palika Parking                                 | 45                | -             | -                      | -                   | 45         |
| 2.     | Palika Parking<br>Shopping Complex             | 14                | 06            | -                      | -                   | 20         |
| 3.     | Palika Maternity<br>Hospital                   | 18                | 04            | 03                     | -                   | 25         |
| 4.     | Women Technical<br>Institute                   | 04                | -             | -                      | -                   | 04         |
| 5.     | Indira Niketan                                 | 04                | 03            | -                      | -                   | 07         |
| 6.     | Swati Hostel                                   | 04                | 03            | -                      | -                   | 07         |
| 7.     | Aradhana/<br>Aakashsha                         | 06                | 03            | -                      | -                   | 09         |
| 8.     | Sandhya  | 04                | -             | -                      | -                   | 04         |
| 9.     | Aanchal  | 04+01*            | -             | -                      | -                   | 05         |
| 10.    | MCW Centre and<br>Dispensary<br>Runchkuan Road | 04                | -             | -                      | -                   | 04         |
| 11.    | Allopathic<br>Dispensary Lodhi<br>Road         | 01*               | -             | -                      | -                   | 01         |
| 12.    | Community Center<br>(Malcha Marg)              | 04                | -             | -                      | -                   | 04         |
| 13.    | PSOI (Vinay Marg)                              | 06                | -             | -                      | -                   | 06         |
| 14.    | For entire Group 'C'                           | -                 | -             | 03                     | 01                  | 04         |
|        | <b>TOTAL</b>                                   | <b>119</b>        | <b>19</b>     | <b>06</b>              | <b>01</b>           | <b>145</b> |

**Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.**

**\* One Security Guard during working days only.**

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
O ..... NIL .....

A

SCHEDULE OF MANPOWER REQUIRED FOR SECURITY SERVICES/ARRANGEMENTS  
AT NDMC PREMISES  
UNDER GROUP CONTRACT 'D'.

LIST OF BUILDINGS & CATEGORY OF SECURITY PERSONNEL

| S. NO. | PLACE/<br>BUILDING                                | SECURITY<br>GUARD | SECURITY<br>SUPERVISOR | CHIEF<br>SUPERVISOR | TOTAL      |
|--------|---|-------------------|------------------------|---------------------|------------|
| 1.     | S.B.S Place & Parking I                           | 07 + 05#          | -                      |                     | 12         |
| 2.     | SBS Suvidha Kendra<br>(Out Side)                  | 04                |                        |                     | 04         |
| 3.     | Consumer Grievances<br>Commission (SBS Place)     | 02                |                        |                     | 02         |
| 4.     | S.B.S Place Parking II                            | 05                |                        |                     | 05         |
| 5.     | Mohan Singh Place                                 | 18                | -                      | -                   | 18         |
| 6.     | Chander Lok Building                              | 10                | -                      | -                   | 10         |
| 7.     | Palika Bhawan<br>R.K. Puram                       | 11                | -                      | -                   | 11         |
| 8.     | Health Complex<br>Dharam Marg                     | 16+1 LG           | 3                      | -                   | 20         |
| 9.     | Vidyut Bhawan                                     | 05                | -                      | -                   | 05         |
| 10.    | 36 Mahadev Road                                   | 04                | -                      | -                   | 04         |
| 11.    | Birth & Death Centre and<br>Allopathic Dispensary | 03 + 01*          | -                      | -                   | 04         |
| 12.    | Allopathic Dispensary,<br>Golf Links              | 01*               | -                      | -                   | 01         |
| 13.    | Chanakya Bhawan<br>Chemical Weapons<br>Convention | 14                | 1                      |                     | 15         |
| 14.    | Polyclinic, S.B.S. Marg                           | 01*               | -                      | -                   | 01         |
| 15.    | For entire Group 'D'                              | -                 | 03                     | 01                  | 04         |
|        | <b>TOTAL</b>                                      | <b>108</b>        | <b>07</b>              | <b>01</b>           | <b>116</b> |

Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.

# 4 Security Guards during working days only at first floor and 1 Security Guard on 2<sup>nd</sup> Floor (Commercial Department).

\*During working days only

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
O ..... NIL .....

*h*

**SCHEDULE OF MANPOWER REQUIRED FOR SECURITY SERVICES/ARRANGEMENTS  
AT NDMC PREMISES  
UNDER GROUP CONTRACT 'E'**

**LIST OF BUILDINGS & CATEGORY OF SECURITY PERSONNEL**

| S. NO. | PLACE/<br>BUILDING                          | SECURITY<br>GUARD | SECURITY<br>SUPERVISOR | CHIEF<br>SUPERVISOR | TOTAL      |
|--------|---|-------------------|------------------------|---------------------|------------|
| 1      | Talkatora Indoor Stadium                    | 21                | 01                     | -                   | 22         |
| 2      | Safdarjung Fly Over<br>(Enforcement Store)  | 07                | -                      | -                   | 07         |
| 3      | Safdarjung Flyover (Top)                    | 04                | -                      | -                   | 04         |
| 4      | I.N.A. Parking                              | 07                | -                      | -                   | 07         |
| 5      | Mini Stadium/Multi-<br>Gym, Laxmi Bai Nagar | 07+2 LG           | -                      | -                   | 09         |
| 6      | Barat Ghar,<br>Kaka nagar                   | 03                | -                      | -                   | 03         |
| 7      | Gym & Library,<br>Kaka Nagar                | 05                | -                      | -                   | 05         |
| 8      | Mayur Bhawan Parking                        | 03                | -                      | -                   | 03         |
| 9      | Crech, Babar Road                           | 02                | -                      | -                   | 02         |
| 10     | Sewerage Control Room,<br>Sarojini Nagar    | 05                | -                      | -                   | 05         |
| 11     | Water Control Room                          | 04                | -                      | -                   | 04         |
| 12     | Sewerage Service Centre<br>(4X5)##          | 20                | -                      | -                   | 20         |
| 13     | Water Pipe Line (Behind<br>Birla Mandir)    | 06                | -                      | -                   | 06         |
| 14     | Daksh Club                                  | 04                | -                      | -                   | 04         |
| 15     | Barat Ghar, Moti Bagh                       | 04                | -                      | -                   | 04         |
| 16     | Barat Ghar, Laxmi Bai<br>Nagar              | 06                | -                      | -                   | 06         |
| 17     | Cattle Pound, Moti Bagh                     | 04                | -                      | -                   | 04         |
| 18     | For Entire Group 'E'                        | -                 | 03                     | 01                  | 04         |
|        | <b>TOTAL:</b>                               | <b>114</b>        | <b>04</b>              | <b>1</b>            | <b>119</b> |

**## SEWERAGE SERVICE CENTRE**

| S.No. | LOCATION       |
|-------|----------------|
| 1     | Todar Mal Lane |
| 2     | Scindia House  |
| 3     | Khan Market    |
| 4     | Mandir Marg    |
| 5     | Malcha Marg    |

**Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.**

**# One Security Guard during working days**

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
O ..... NIL .....

f

**SCHEDULE OF MANPOWER REQUIRED FOR SECURITY SERVICES/ARRANGEMENTS  
AT NDMC BUILDINGS  
UNDER GROUP CONTRACT 'F'.**

**LIST OF BUILDINGS & CATEGORY OF SECURITY PERSONNEL**

| S. NO. | PLACE/<br>BUILDING  | SECURITY<br>GUARD | SECURITY<br>SUPERVISOR | CHIEF<br>SUPERVISOR | TOTAL      |
|--------|---|-------------------|------------------------|---------------------|------------|
| 1.     | Humayun Road Land   | 04                | -                      | -                   | 04         |
| 2.     | Dayanand Camp   | 04                | -                      | -                   | 04         |
| 3.     | Sarai Kale Khan Workshop  | 04                | -                      | -                   | 04         |
| 4.     | Fire Brigade Lane   | 04                | -                      | -                   | 04         |
| 5.     | SAKET POST I & II<br>(SEC-7 & 6)  | 08                | -                      | -                   | 08         |
| 6.     | S.Ngr./Africa Avenue Land<br>- CWG Park                                   | 18                | -                      | -                   | 18         |
| 7.     | Allopathic Dispensary,<br>S.Ngr   | 01*               | -                      | -                   | 01         |
| 8.     | Allopathic Dispensary,<br>Netaji Nagar                                    | 01*               | -                      | -                   | 01         |
| 9.     | Rohini Housing Complex  | 08 + 01*          | -                      | -                   | 09         |
| 10.    | NDMC Casting Yard   | 05                | -                      | -                   | 05         |
| 11.    | Auto Workshop, Okhla  | 07                | -                      | -                   | 07         |
| 12.    | Auto Workshop,<br>Laxmi Bai Nagar   | 07                | -                      | -                   | 07         |
| 13.    | Shaheed Arjun Das Camp  | 06                | -                      | -                   | 06         |
| 14.    | Sanitary Store,<br>Tughlaq Lane   | 04                | -                      | -                   | 04         |
| 15.    | Water Meter Workshop  | 03                | -                      | -                   | 03         |
| 16.    | Suvidha Kendra, Sarojini<br>Nagar   | 04                | -                      | -                   | 04         |
| 17.    | Suvidha Kendra, West<br>Kidwai Nagar                                      | 04                | -                      | -                   | 04         |
| 18.    | Barat Ghar, Sarojini Nagar  | 06                | -                      | -                   | 06         |
| 19.    | Barat Ghar Mandir Marg  | 04                | -                      | -                   | 04         |
| 20.    | Community Centre, Moti<br>Bagh  | 04                | -                      | -                   | 04         |
| 21.    | Allopathic Dispensary<br>HCM Lane, Kidwai Nagar,<br>Bapu Dham, Babar Road | 04*               | -                      | -                   | 04         |
| 22.    | Barat Ghar, Netaji Nagar  | 04                | -                      | -                   | 04         |
| 23.    | Barat Ghar, Khan Market   | 04                | -                      | -                   | 04         |
| 24.    | For Entire Group 'F'  | -                 | 03                     | 01                  | 04         |
|        | <b>TOTAL:</b>   | <b>119</b>        | <b>03</b>              | <b>01</b>           | <b>123</b> |

**Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.**

**\* One Security Guard at during working days only.**

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
D ..... NIL .....

**SCHEDULE FOR MANPOWER REQUIRED FOR SECURITY SERVICES/ARRANGEMENTS  
AT NDMC ELECTRIC SUB-STATIONS  
UNDER GROUP CONTRACT 'G'.**

**LIST OF NDMC ELECTRIC SUB STATION & CATEGORY OF SECURITY PERSONNEL**

| S. NO.       | PLACE/<br>BUILDING                 | SECURITY<br>GUARD | SECURITY<br>SUPERVISOR | CHIEF<br>SUPERVISOR | TOTAL      |
|--------------|------------------------------------|-------------------|------------------------|---------------------|------------|
| 1.           | Bapu Dham (Old)                    | 04                | -                      | -                   | 04         |
| 2.           | Bapu Dham (New)                    | 04                | -                      | -                   | 04         |
| 3.           | Scindia House                      | 04                | -                      | -                   | 04         |
| 4.           | Baird Lane                         | 04                | -                      | -                   | 04         |
| 5.           | Tilak Marg                         | 04                | -                      | -                   | 04         |
| 6.           | Vidhyut Bhawan                     | 04                | -                      | -                   | 04         |
| 7.           | Door Darshan Bhawan<br>Mandi House | 04                | -                      | -                   | 04         |
| 8.           | School Lane                        | 04                | -                      | -                   | 04         |
| 9.           | Connaught Place                    | 04                | -                      | -                   | 04         |
| 10.          | Kidwai Nagar                       | 04                | -                      | -                   | 04         |
| 11.          | Hanuman Road                       | 04                | -                      | -                   | 04         |
| 12.          | B.D. Marg                          | 08                | -                      | -                   | 08         |
| 13.          | Electric Lane                      | 04                | -                      | -                   | 04         |
| 14.          | Nehru Park                         | 04                | -                      | -                   | 04         |
| 15.          | AIIMS                              | 04                | -                      | -                   | 04         |
| 16.          | Aurbindo Marg                      | 04                | -                      | -                   | 04         |
| 17.          | Race Course                        | 04                | -                      | -                   | 04         |
| 18.          | Dalhausie Road                     | 04                | -                      | -                   | 04         |
| 19.          | Shahjahan Road                     | 04                | -                      | -                   | 04         |
| 20.          | State Guest House<br>Chanakya Puri | 04                | -                      | -                   | 04         |
| 21.          | Raja Bazar                         | 04                | -                      | -                   | 04         |
| 22.          | Kavantor's Dairy                   | 04                | -                      | -                   | 04         |
| 23.          | Raiseena Road                      | 04                | -                      | -                   | 04         |
| 24.          | Sanjay Camp                        | 04                | -                      | -                   | 04         |
| 25.          | Netaji Nagar                       | 04                | -                      | -                   | 04         |
| 26.          | FOR ENTIRE GROUP<br>'G'            | -                 | 03                     | 01                  | 04         |
| <b>TOTAL</b> |                                    | <b>104</b>        | <b>03</b>              | <b>01</b>           | <b>108</b> |

**Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.**

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
D ..... NIL .....

*[Handwritten signature]*

**SCHEDULE FOR MANPOWER REQUIRED FOR SECURITY SERVICES/ARRANGEMENTS  
AT NDMC PARKS AND GARDENS  
UNDER GROUP CONTRACT 'H'.**

**LIST OF NDMC GARDENS/PARKS & CATEGORY OF SECURITY PERSONNEL**

| S. NO. | PLACE/<br>BUILDING   | SECURITY<br>GUARD | SECURITY<br>SUPERVISOR | CHIEF<br>SUPERVISOR | TOTAL      |
|--------|----------------------|-------------------|------------------------|---------------------|------------|
| 1      | Lodhi Garden         | 19                | 02                     | -                   | 21         |
| 2      | Sanjay Jheel         | 09                | -                      | -                   | 09         |
| 3      | Talkatora Garden     | 19                | 02                     | -                   | 21         |
| 4      | Cricket Ground       | 02                | -                      | -                   | 02         |
| 5      | Nehru Park           | 19                | 02                     | -                   | 21         |
| 6      | Children's Park      | 14 + 3 LG         | 03                     | -                   | 20         |
| 7      | School of Gardening  | 05                | -                      | -                   | 05         |
| 8      | Rose Garden          | 10                | -                      | -                   | 10         |
| 9      | For Entire Group 'H' | -                 | -                      | 01                  | 01         |
|        | <b>TOTAL:</b>        | <b>100</b>        | <b>09</b>              | <b>01</b>           | <b>110</b> |

**Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.**

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
O ..... NIL .....

*[Handwritten signature]*

**Schedule of Manpower for Security Services/Arrangements at Navyug Schools, Water Reservoirs  
& Community Centres under Group Contract 'J'**

-73-

**List of Premises/Buildings and category of Security Personnel**

| S. No.                          | Location                   | Security Guard | Security Supervisor | Chief Supervisor | Total      |
|---------------------------------|----------------------------|----------------|---------------------|------------------|------------|
| <b>Navyug Education Society</b> |                            |                |                     |                  |            |
| 1                               | Sarojini Nagar             | 09             | -                   | -                | 09         |
| 2                               | Peshwa Road                | 06             | -                   | -                | 06         |
| 3                               | Laxmi Bai Nagar            | 06             | -                   | -                | 06         |
| 4                               | Lodhi Road                 | 06             | -                   | -                | 06         |
| 5                               | Moti Bagh                  | 09             | -                   | -                | 09         |
| 6                               | Vinay Marg                 | 06             | -                   | -                | 06         |
| 7                               | Mandir Marg                | 06             | -                   | -                | 06         |
| 8                               | Patodi House               | 04             | -                   | -                | 04         |
| 9                               | Pandara Park               | 06             | -                   | -                | 06         |
| 10                              | Jor Bagh                   | 04             | -                   | -                | 04         |
| 11                              | Darbhangha House           | 06             | -                   | -                | 06         |
| 12                              | Head Office (Hanuman Road) | 04             | -                   | -                | 04         |
| <b>Water Reservoirs</b>         |                            |                |                     |                  |            |
| 13                              | North Avenue               | 04             | -                   | -                | 04         |
| 14                              | Tilak Marg                 | 04             | -                   | -                | 04         |
| 15                              | Hasan Pur                  | 04             | -                   | -                | 04         |
| 16                              | Vinay Marg                 | 04             | -                   | -                | 04         |
| 17                              | Bharti Nagar               | 04             | -                   | -                | 04         |
| <b>Community Centers</b>        |                            |                |                     |                  |            |
| 18                              | Golf Links                 | 04             | -                   | -                | 04         |
| 19                              | Jor Bagh                   | 04             | -                   | -                | 04         |
| 20                              | For entire Group 'J'       | -              | 03                  | 01               | 04         |
|                                 | <b>Total:</b>              | <b>100</b>     | <b>03</b>           | <b>01</b>        | <b>104</b> |

**Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.**

A ..... NIL .....  
 C ..... NIL .....  
 OW ..... NIL .....  
 O ..... NIL .....



**Schedule of Manpower required for Security Services/Arrangements at Navyug Schools, Water Reservoirs & Community Centres under Group Contract 'K'**

**List of Premises/Buildings and category of Security Personnel**

| S. No. | Type of School                                | Name of School   | No. of SG |        |
|--------|---|--|-----------|--------|
|        |   |  | Male      | Female |
| 1      | Secondary Schools                             | N.P. Girls Sec. School, Havlock Square, New Delhi - 1  | 1         | 1      |
| 2      |   | N.P. Co-Ed. Sec. School, Lodhi Road, New Delhi - 1   | 1         | 1      |
| 3      |   | Primary Wing, -DO-   | 1         | 1      |
| 4      |   | N.P. Co-Ed. Sec. School, Aurangzeb Lane, New Delhi - 3                                       | 1         | 1      |
| 5      |   | N.P. Co-Ed. Sec. School, Laxmi Bai Nagar, New Delhi - 23                                     | 1         | 1      |
| 6      |   | N.P. Co-Ed. Sec. School, Kidwai Nagar, New Delhi   | 1         | 1      |
| 7      |   | N.P. Co-Ed. Sec. School, Nauroji Nagar, New Delhi  | 1         | 1      |
| 8      | Sr. Sec. School with Primary Wing             | N.P. Boys Sr. Sec School, Mandir Marg, New Delhi - 1   | 4         | -      |
| 8A     |   | Primary Wing, -DO-   | 1         | 1      |
| 9      |   | N.P. Girls Sr. Sec. Sch. Gole Market, New Delhi - 1  | 2         | 2      |
| 10     |   | N.P. Bengali Girls Sr. Sec. School, Gole Market, New Delhi - 1                               | 1         | 1      |
| 10A    |   | Primary Wing, -DO-   | -         | 1      |
| 11     |   | N.P. Co-Ed. Sec. School, Ansari Nagar, New Delhi - 23  | 1         | 1      |
| 11A    |   | Primary Wing, -DO-   | -         | 1      |
| 12     |   | N.P. Co-Ed. Sr. Sec. School, Moti Bagh, New Delhi - 21                                       | 1         | 1      |
| 12A    |   | Primary Wing, -DO-   | -         | 1      |
| 13     |   | N.P. Co-Ed. Sr. Sec. School, Tilak Marg, New Delhi - 21                                      | 1         | 1      |
| 13A    |   | Primary Wing, -DO-   | -         | 1      |
| 14     |   | N.P. Co-Ed. Sr. Sec. School, Lodhi Estate, New Delhi - 3                                     | 1         | 1      |
| 14A    |   | Primary & Urdu Wing -DO-   | -         | 1      |
| 15     |   | N.P. Co-Ed. Sr. Sec. School, Babu Dham, New Delhi  | 1         | 1      |
| 15A    |   | Primary Wing, -DO-   | -         | 1      |
| 16     | Middle Schools with Nursery/Primary/Urdu Wing | N.P. Co. Ed. Middle School, Babar Road, ND (with Primary wing attached)                      | 1         | 1      |
| 17     |   | N.P. Co. Ed. Middle School, Sangli Mess, ND (with Nursery/Primary wing attached)             | 1         | 1      |
| 18     |   | N.P. Co. Ed. Middle School, Balmiki Basti Mess, ND (with Primary and Urdu wing attached)     | 1         | 1      |
| 19     |   | N.P. Co. Ed. Middle School, Netaji Nagar, ND (with Primary and Urdu wing attached)           | 1         | 1      |
| 20     |   | N.P. Girls Middle School, Gole Market, ND (with Primary, Nursery and Urdu wing attached)     | 1         | 1      |
| 21     |   | N.P. Co. Ed. Middle School, Kitchner Road, ND (with Primary, Nursery and Urdu wing attached) | 1         | 1      |
| 22     | Primary Schools                               | N.P. Primary School No. 3, Babar Road, ND  | -         | 1      |
| 23     |   | N.P. Primary School, Kaka Nagar, ND (with Nry. & Urdu Wing Attached)                         | -         | 1      |
| 24     |   | N.P. Primary School Model No. 1, Kidwai Nagar, ND  | -         | 1      |
| 25     |   | N.P. Primary School Model No. 2, Kidwai Nagar, ND  | -         | 1      |

A .....  
C .....  
OW .....  
O .....  
A .....  
NIL .....  
NIL .....  
NIL .....  
NIL .....

251-  
75-

|                                     |                |  |    |    |
|-------------------------------------|----------------|--|----|----|
| 26                                  |                | N.P. Primary School No. 1, B Avenue, Sarojini Nagar, ND                    | -  | 1  |
| 27                                  |                | N.P. Primary School No. 3, (Babu Mkt) Sarojini Nagar, ND                   | -  | 1  |
| 28                                  |                | N.P. Primary School No. 4, (Babu Mkt) Sarojini Nagar, ND                   | -  | 1  |
| 29                                  |                | N.P. Primary School, DG Block, Sarojini Nagar, ND                          | -  | 1  |
| 30                                  |                | N.P. Primary School No. 1, Netaji Nagar, ND                                | -  | 1  |
| 31                                  |                | N.P. Primary School No. 1, Moti Bagh, ND (with Nursery Wing Attached)      | -  | 1  |
| 32                                  |                | N.P. Primary School, Sanjay Gandhi Camp, ND (with Nursery Wing Attached)   | -  | 1  |
| 33                                  |                | N.P. Primary School, Ashoka Hotel, ND (with Nursery & Urdu Wing Attached)  | -  | 1  |
| 34                                  |                | N.P. Primary School, (K. Kam Raj Marg) ND                                  | -  | 1  |
| 35                                  |                | N.P. Primary School, Tuglak Crescent, ND (with Nursery Wing Attached)      | -  | 1  |
| 36                                  |                | N.P. Primary School No. 1, Aliganj, ND                                     | -  | 1  |
| 37                                  |                | N.P. Primary School No. 1, R.K. Ashram Marg, ND                            | -  | 1  |
| 38                                  |                | N.P. Primary School, Hanuman Lane, ND (with Nursery & Urdu Wing Attached)  | -  | 1  |
| 39                                  |                | N.P. Primary School No. 2, Netaji Nagar, ND (with Nursery Wing Attached)   | -  | 1  |
| 40                                  | Special School | Day Time Sec. School, East Kidwai Nagar, ND (Social Education Department). | -  | 2  |
| 41                                  |                | Aanchal School (for intellectually challenged)                             | -  | -  |
| Total 74 SG + 2 Security Supervisor |                |  | 26 | 48 |

|                         |   |
|-------------------------|---|
| A. Schools Total        | SG 26 + 48 Lady Guards = 74 + 2 Security Supervisor |
| B. Shivaji Stadium      | SG 20 + 04 Lady Guards = 24 + 3 Security Supervisor |
| C. Polyclinic SBS Marg  | SG 05 + 01 Lady Guard = 06                          |
| D. For entire Group 'K' | = 01 Chief Security Supervisor                      |
| Grand Total             | = 104SG + 5SS + 1CSS = 110                          |

Note: - Number of Security Personnel may vary (Less or more) according to actual requirement.

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
O ..... NIL .....  


**TECHNICAL POINTS SHEET**

**Parameter for technical evaluation of Security Agencies for providing Security Services/Arrangements at NDMC Premises**

| FINANCIAL ASPECT |  |       |   |
|------------------|--|-------|---|
| 1.               | Financial Strength (20 Marks)  | Marks | Evaluation  |
| i.               | Average Annual Turnover of the last three years of the Firm/Agency ( up to the financial year ending March 2015) | 16    | i) 70% marks for minimum eligibility criteria<br>ii) 100% marks for twice the minimum eligibility criteria or more in between<br>(i) & (ii) – on pro-rata basis |
| ii.              | Solvency Certificate   | 04    |   |

| 2. Performance of work (15 Marks) |                   |       |            |
|-----------------------------------|-------------------|-------|------------|
|                                   |                   | Marks | Evaluation |
| i.                                | Very Good         | 15    |            |
| ii.                               | Good/Satisfactory | 13    |            |
| iii.                              | Fair              | 11    |            |
| iv.                               | Poor              | 00    |            |

| 3.Experience in similar works (20 Marks) |                                     |       |  |
|--|-------------------------------------|-------|--|
|  |                                     | Marks | Evaluation   |
| i.                                       | Security & Service Arrangement work | 20    | i) 70% marks for minimum eligibility criteria.<br>ii) 100% marks for twice the minimum eligibility criteria or more in between<br>(i) & (ii) – on pro-rata basis |
|  |                                     |       |  |

| 4.Human Resources (15Marks)          |              |    |  |
|--------------------------------------|--------------|----|--|
| Current Operational Manpower on Roll |              |    |  |
| i.                                   | 200 to 500   | 11 |  |
| ii.                                  | >500 to 1000 | 13 |  |
| iii.                                 | >1000        | 15 |  |

| 5.Number of Ex-Military/Ex-Paramilitary/Ex-Police personnel Roll<br>(Security Guard/Supervisor/Chief Supervisor) (15 Marks) |          |    |  |
|---|----------|----|--|
| i.  | < 50     | 00 |  |
| ii.   | 50 - 75  | 11 |  |
| iii.  | 75 - 105 | 13 |  |
| iv.   | >150     | 15 |  |

| 6.Number of Supervisory Field Officer (15 Marks) |          |    |  |
|--|----------|----|--|
| i.   | 10 to 25 | 11 |  |
| ii.  | 26 to 50 | 13 |  |
| iii.   | 51 to 75 | 15 |  |

To become eligible for short listing the bidder must secure at least 70% (Seventy Percent) marks in each and 75% (Seventy Five Percent) marks in aggregate.

A ..... NIL .....  
C ..... NIL .....  
OV ..... NIL .....  
..... NIL .....  
..... NIL .....

  
01-11-16  
Chief Security Officer

30

ANNEXURE - V

289-  
-77-

ANNUAL PERFORMANCE ASSESSMENT

| S. No. | Criteria   | Negative Marks on each occasion | Remarks   |
|--------|--|---------------------------------|---|
| 1.     | Non functional Walkie-Talkie set   | 01                              |   |
| 2.     | Non functional Mobile Phone  | 01                              |   |
| 3.     | Guard without proper uniform   | 01                              |   |
| 4.     | Misbehavior/liquor consumption   | 02/03                           |   |
| 5.     | Post found vacant  | 02                              |   |
| 6.     | Un-manned location   | 03                              |   |
| 7.     | Monetary Loss to Council due to negligence/theft or otherwise                        | 01-04                           | Depending upon the severity of the case (since indemnified) |
| 8.     | Misuse of area of responsibility   | 05                              |   |
| 9.     | Loss of image of Council due to deliberate act/misdeed/misbehavior by Security Staff | 01-04                           | Depending upon the severity of the case (since indemnified) |

Assessment Criteria based on cumulative negative mark within one year:-

|              |   |         |
|--------------|---|---------|
| Excellent    | : | 0-25    |
| Very Good    | : | 26-50   |
| Good         | : | 51-75   |
| Satisfactory | : | 76-125  |
| Average      | : | 126-175 |
| Poor         | : | ≥ 176   |

Note - On below bench mark performance, the firm will be given a reasonable period to improve its performance to the entire satisfaction of Chief Security Officer otherwise action will be initiated as per NIT Conditions.

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
D ..... NIL .....

h

  
Chief Security Officer

**ESTIMATE FOR SECURITY SERVICE/ARRANGEMENTS AT NDMC  
PREMISES  
UNDER GROUP CONTRACT '-----'**

| S. NO | DESCRIPTION                            | SECURITY GUARDS<br>(Semi-skilled) | SECURITY SUPERVISORS<br>(Skilled Matriculate) | CHIEF SUPERVISORS<br>(Skilled Graduate) |
|-------|--|-----------------------------------|---|---|
| A     | B                                      | C                                 | D   | E                                       |
| 1.    | Basic Wages                            |                                   |   |   |
| 2.    | EPF @ 13.36%                           |                                   |   |   |
| 3.    | ESI @ 4.75%                            |                                   |   |   |
| 4.    | TOTAL                                  |                                   |   |   |
| 5.    | Relieving Charges @16.75%.             |                                   |   |   |
| 6.    | Cost Per Head<br>(Sum of column 4 & 5) |                                   |   |   |
| 7.    | <b>Total Amount for :</b>              |                                   |   |   |
| (a)   | ----- Security Guards                  |                                   |   |   |
| (b)   | ----- Supervisors                      |                                   |   |   |
| (c)   | ----- Chief Supervisor                 |                                   |   |   |
| 8.    | Total Per Month<br>7 (a+b+c)           |                                   |   |   |

Note - Above amount is for one month and excluding Service Charge & Service Tax.

A ..... NIL .....  
C ..... NIL .....  
OW ..... NIL .....  
C ..... NIL .....

*[Signature]*

*[Signature]*  
Chief Security Officer

Validate

Print

Help

Percentage BoQ

Tender Inviting Authority: Chief Security Officer, NDMC

Name of Work: SECURITY SERVICE/ARRANGEMENTS AT VARIOUS NDMC PREMISES UNDER GROUP CONTRACT ' \_ '

Contract No:

Bidder Name

**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

| NUMBER #               | TEXT #  | NUMBER #      | TEXT # | NUMBER         | NUMBER #                   | TEXT #   |
|------------------------|---|---------------|--------|----------------|----------------------------|--|
| Sl. No.                | Item Description  | Quantity      | Units  | Estimated Rate | TOTAL AMOUNT Without Taxes | TOTAL AMOUNT In Words  |
| 1                      | 2   | 4             | 5      | 6              | 53                         | 55   |
| 1.01                   | SECURITY SERVICE/ARRANGEMENTS AT VARIOUS NDMC PREMISES UNDER GROUP CONTRACT ' _ ' | 1.0000        | Job    | 1497430.0000   | 1497430.0000               | INR Fourteen Lakh Ninety Seven Thousand Four Hundred & Thirty Only |
| Total in Figures       |   |               |        |                | 1497430.0000               | INR Fourteen Lakh Ninety Seven Thousand Four Hundred & Thirty Only |
| Quoted Rate in Figures |   |               | Select |                | 0.0000                     | INR Zero Only  |
| Quoted Rate in Words   |   | INR Zero Only |        |                |                            |  |

A ... NIL  
 C ... NIL  
 OW ... NIL  
 O ... NIL

261-  
 79-

**ITEM NO. 05 (B-21)****1. Name of Subject / Project:-**

Replacement of 33KV Panel Boards at 33KV Sub-Station Scindia House & Bapu Dham.

**2. Department:- ELECTRICITY DEPARTMENT-I****3. Brief History of The Proposals :-**

There are 30 Nos. of 66KV & 33KV electric Sub-station in NDMC, CEE-II has reported that out of which eight 33KV Sub-stations are having old 33KV panels boards and proposed for replacement of existing panel boards. The details of the Sub-station are as under:

| S.No. | Name of ESS             | Nos. of Panels | Year of Installation | Make      |
|-------|-------------------------|----------------|----------------------|-----------|
| 1.    | 66KV Vidyut Bhawan(New) | 9 Nos.         | 1995                 | Kirloskar |
| 2.    | 33KV Dalhousie Road     | 6 Nos.         | 1994                 | Kirloskar |
| 3.    | 33KV N.A.I.             | 6 Nos.         | 1994                 | Kirloskar |
| 4.    | 33KV Scindia House      | 7 Nos.         | 1993                 | Kirloskar |
| 5.    | 33KV Race Course        | 6 Nos.         | 1991                 | Siemens   |
| 6.    | 33KV Safdarjung Airport | 6 Nos.         | 1993                 | Siemens   |
| 7.    | 33KV Hanuman Road       | 7 Nos.         | 1995                 | Voltas    |
| 8.    | 33KV Bapu Dham          | 7 Nos.         | 1992                 | Jyoti     |

The case was examined and revealed from the above table that none of the panel board has served its prescribed useful life of 25 years. However, as per the report submitted by user Deptt./ CEE-II and the perusal of the history of these panels, it has been found that the panel installed at 33KV ESS Bapu Dham is in critical condition as no. of times flashover have occurred. It has been further decided that panels installed at sub-stations scindia house may also be replaced as the existing Kirloskar board are of old design and big size and more over spare parts of outlived equipment are not available with OEM/Market. Further there is no scope for extension of existing board.

Keeping in view, the above facts it has been decided that in the first phase, 33KV panels boards at electric sub-stations Scindia house & S/S Bapu Dham are proposed for replacement with state of art GIS panel. The AIP has also been obtained from the competent authority/Chairman.

**4. Detailed Proposal On The Project:-**

The following provision are made in the estimate:

- 33 KV, GIS board of 9 panel for each sub-station.
- Cable end termination .
- Earthing
- Battery Bank and its charger.

**5. Financial Implications:-**

Rs.141132384/- (Gross) and Rs. .140440000 (Net).

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

The work will be executed within eight months through call of tenders.

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

Finance Deptt. has concurred the proposal vide Diary No. 2089/Finance/R-Elect dated 13.12.2016 with a assurance from the department: (i) No liability will be incurred by the Department before the availability of sufficient budget provision (ii) Incorporation of proper provision in the IT for credit of old and dismantled product. (iii) As four additional panels, i.e. two each for each sub-stations, have been taken in estimate for

future use, the department may ensure that these panels will be utilized at earliest so that this may not prove as wasteful expenditure. (iv) The department to certify that the proposed work is not considered in the already approved work of IPDS in order to avoid duplicity.

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

(i) It shall be ensured that no liability will be incurred by the Department before the availability of sufficient budget provision.

(ii) Proper provision for credit of old and dismantled product shall be ensured.

(iii) It shall be ensured by the user department that these panels will be utilized at earliest and the same will not prove as wasteful expenditure.

(iv) It is certified that the proposed work is not considered in the already approved work of IPDS.

**9. Details of Previous Council Resolution:-**

Nil

**10. Comments of the Law Deptt. on the Project:-**

**11. Certificate on CVC Guidelines:-**

Certified that all CVC guidelines on the subject have been followed while processing & implementing the case.

**12. Recommendation:-**

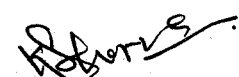
Preliminary estimate amounting to Rs.141132384/- (Gross) and Rs. 140440000 (Net) for Replacement of 33KV Panel Boards at 33KV ESS Sub-station Scindia House & Bapu Dham. may be placed before the Council to accord Administrative Approval and Expenditure Sanction. Permission may also be accorded to take further action in anticipation to confirmation of the Minutes of Council Meeting.

**13. Draft Resolution:-**

Resolved by the Council that Administrative Approval & Expenditure Sanction is granted to the estimate amounting to Rs.141132384/- (Gross) and Rs.140440000 (Net) for Replacement of 33KV Panel Boards at 33KV Electric Sub-station Scindia House & Bapu Dham.. Further, approval is accorded to take action in anticipation to confirmation of the Minutes of Council Meeting.

**COUNCIL'S DECISION**

Resolved by the Council that Administrative Approval & Expenditure Sanction is granted to the estimate amounting to ₹14,11,32,384/- (Gross) and ₹14,04,40,000/- (Net) for Replacement of 33KV Panel Boards at 33KV Electric Sub-station Scindia House & Bapu Dham.

  
for Secretary  
New Delhi Municipal Council  
Vaidika Kendra, New Delhi

**ITEM NO. 06 (B-22)**

1. **Name of work:** Design, Supply, Installation, Testing and commissioning of outdoor high definition LED Video Screen in NDMC area.  
Tender I.D. No. 2016\_NDMC\_117533\_1
2. **Name of Department** : Electricity Department – II
3. **Brief History of the proposal.**

In principle approval was accorded by Chairman on 17.07.2015, to prepare a preliminary estimate for providing 20' x10' size, good quality, large LED video screens in NDMC area.

A preliminary Estimate, amounting to ₹ 1,98,49,387/- for providing three LED video screens in NDMC area was approved by the chairman on 01.09.2015, vide item no. 22 (B-VI) dated 01.09.2015.

4. **Detailed proposal of the subject**

Online, Item rate, e-tenders were invited in two cover system by giving due publicity to the tender through press as per codal provisions, with due date of opening on 18.11.2016. The estimated cost put to tender was ₹ 1,92,71,250/-, exclusive of Operation & Comprehensive Maintenance Contract however, provision of operation & comprehensive maintenance of the LED video screens for seven years after an initial defects liability period of three years was incorporated in the NIT as per directions of Chairman. This was the fifth call of tender. Whereas in the 1st call, the tenders were recalled on account of modifications needed in the NIT for "BIS" (Bureau of Indian standards) requirements & amendment in technical parameters, in the 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> call, the bidders did not meet the eligibility criteria. In fifth call eligibility criteria & technical specification were further relaxed for better participation.

Following four firms submitted bids, online:

1. M/s MIC Electronics Ltd.,
2. M/s Modern Stage Service,
3. M/s Origin Advertising Pvt. Ltd.
4. M/s Pan Intellectcom Ltd.

The tender documents of all the participating firms in r/o eligibility criteria were downloaded, examined & following three firms were found eligible for opening of 2<sup>nd</sup> cover containing financial bids, with the recommendations of the Technical Evaluation sub-committee (TEC).

1. M/s Modern Stage Service,
2. M/s Origin Advertising Pvt. Ltd.
3. M/s Pan Intellectcom Ltd.

Price bids of eligible three firms were opened on 03/12/2016 at 04.00 PM and rates quoted by each firm are tabulated as under:-

| S.No. | Name of firms                    | Quoted Rates    | Remarks |
|-------|----------------------------------|-----------------|---------|
| 1.    | M/s Modern Stage Service         | ₹ 3,54,42,700/- | L-I     |
| 2.    | M/s Pan Intellectcom Ltd.        | ₹ 3,73,00,000/- | L-II    |
| 3.    | M/s Origin Advertising Pvt. Ltd. | ₹ 4,83,99,999/- | L-III   |

M/s Modern stage Service emerged the L-1 firm with a total quoted amount of ₹3,54,42,700/- including Operation & Comprehensive Maintenance Contract charges for a period of 7 years after the completion of defect liability period of three years. The rates

quoted by M/s Modern Stage service are found (-) 23.779% below the justified rates of ₹4,65,00,000/- as detailed here under:-

| Sl.No. | Name of L-1 bidder       | Quoted cost of L-1 firm (₹) | Justified cost (₹) | Remarks.   |
|--------|--------------------------|-----------------------------|--------------------|--|
| 1.     | M/s Modern Stage Service | 3,54,42,700/-               | 4,65,00,000/-      | The quoted rates of L1 firm are 23.779 % below the justified rates |

As quoted rates of the L-1 firm are 23.779 % below the justified cost, the rates quoted are considered, reasonable and justified.

The case has been duly seen by Finance Department and accorded . "No objection" to the proposal to the department for obtaining approval of competent authority for acceptance of tender of L1 firm M/s Modern Stage Services at a total quoted rates of ₹3,54,42,700/- (₹1,92,02,700.00 for equipment + ₹1,62,40,000/- for Operation and comprehensive maintenance contract for 7 years after completion of defect liability period of 3 years) along with approval of RE amounting to ₹3,79,95,998/- based on the tender cost and amount incurred on advertisement from the Council at the time of seeking approval of award of work.

Accordingly, it is proposed to award the work to the L1 firm M/s Modern Stage Services amounting to ₹3,54,42,700.00 as per the terms and conditions of NIT and seek revised A/A and ES amounting to ₹3,79,95,998:00 (tendered cost + amount incurred on advertisement) . The validity of offer of L1 firm is upto 15 Feb 2017.

#### 5. Financial Implications

₹3,79,95,998.00 (Rupees Three Crore Seventy nine Lakhs Ninety five Thousand Nine Hundred Ninety Eight only) as detailed below:-

| S.No.   | Description of item   | Amount (₹)     |
|---------|---|----------------|
| 1.      | Item No.1<br>(Design, Supply, Installation, testing and commissioning of LED Video screen)  | 1,92,02,700.00 |
| 2.      | Item No.2<br>Operation & Comprehensive Maintenance Contract (OCMC)<br>Charges for 07 (seven) years after expiry of three years defect liability period for all the three above LED Video Screens. | 1,62,40,000.00 |
| 3.      | Expenditure on Advertisement  | 25,53,298.00   |
| Total ₹ |   | 3,79,95,998.00 |

#### 6. Implementation Schedule

10 years 90 days (90 Days for supply, installation, testing and commissioning of LED video screen + Defect liability period of 3 years + OCAMC for 7 years after the completion of Defect Liability period).

#### 7. Comments of the Finance Department :-

Dy. No. 2157/Fin./R-Elect. dated.13.12.2016

1. The proposal of the department is for acceptance of the offer of technically suitable L1 firm M/s Modern Stage Service.
2. AA&ES was accorded by Chairperson for ₹1,98,49,387/- at page 8/N, Performa for signature/draft agenda (93-97/c in P.E. file) Item No. 22(B-vi) dt. 1.9.15.

3. Technical sanction and NIT were approved amounting to ₹1,92,71,250/- and ₹1,92,71,250/- at page 14/N and page 116/N by CE(E-II) and respectively.
4. The tenders for the work were invited by the department giving due publicity with the date of start of sale of tenders as 3.11.16 with pre-bid meeting 9.11.16 and opening of tenders as 18.11.16. Tenders were actually opened on 18.11.16. The document with regard to due publicity on web portal as well as in newspapers are placed by the department on record at page 120-122/N (1-8/c of correspondence file part-II) Corrigendum/Pre-bid minutes issued is placed at page 123-129/N (27/c of correspondence file part-II).
5. The validity of the offer is till 15 February 2017 and completion period of work is 90 days reckoned from the 10<sup>th</sup> day of issue of award letter.
6. In response to call of tender, Four number of firms participated and financial bid of Three number of technically eligible firms were opened after approval of the TEC/Competent Authority at page 168/N.
7. Technical evaluation statement is placed at page 158-168/N. Further, it is pertinent to mention here that 72 hours are given to the respective firms to submit their shortfall of documents/discrepancies as per the directions of Chairperson, NDMC. (149/N).
8. Financial comparative statement is prepared at page 11/C and is as under:

| Inter-se position | Name of the agency/firm  | Tendered amount (₹)   | % quoted with respect to estimated cost |
|-------------------|--|---|---|
| L-1               | <u>L-1 Rates of</u><br><u>M/S MODERN</u><br><u>STAGE SERVICE</u><br>(Inclusive of all taxes)                   | 1,92,02,700/- for Part-I<br>1,62,40,000/- for part-II<br>TOTAL-<br>3,54,42,700/-  | 0.3557%<br>Below for Part- I            |
| L-2               | <u>L-2 Rates of</u><br><u>M/S Pan</u><br><u>Intellicom Ltd.</u><br>(Inclusive of all taxes)                    | 1,98,00,000/- for Part-I<br>1,75,00,000/- for part-II<br>TOTAL -<br>3,73,00,000/- | 2.743% Above<br>for Part -I             |
| L-3               | <u>L-3 Rates of</u><br><u>M/S Origin</u><br><u>Advertising Pvt.</u><br><u>Ltd.</u><br>(Inclusive of all taxes) | 1,95,99,999/- for Part-I<br>2,88,00,000/- for part-II<br>TOTAL -<br>4,83,99,999/- | 1.705%<br>Above for Part-I              |

9. The financial position of the quoted rates of technically suitable L1, recommended by the department after duly examination and detailed checking by the Planning, for acceptance is as under:

| Description  | Estimated Rates (₹) | Tendered Amount (₹) | %age above/below Estimated Cost |
|--|---------------------|---------------------|---------------------------------|
| Design, supply, Installation, testing and Commissioning of 20ft X 10ft outdoor High definition LED Video screen mounted on Unipole/twin pole (Qty . 3) | 1,92,71,250/-       | 1,92,02,700/-       | 0.3557% BELOW                   |
| Operation and CAMC charges for 07 years after the expiry of three years defect liability period for all the three above LED video screen.              | -----               | 1,62,40,000/-       |                                 |

#### Justified Cost

| Description  | Justified Cost (₹) | % above/below Estimated Cost | % above/below Tendered Rates   |
|--|--------------------|------------------------------|--|
| Design, supply, Installation, testing and Commissioning of 20ft X 10ft outdoor High definition LED Video screen mounted on Unipole/twin pole (Qty . 3) | 2,55,00,000/-      | 32.32% ABOVE                 | 24.6952% BELOW   |
| Operation and CAMC charges for 07 years after the expiry of three years defect liability period for all the three above LED video screen.              | 2,10,00,000/-      | -----                        | Department has submitted the detailed justification and recommended that the rates of L-1 firms for operation and CAMC are reasonable and justified and placed in the justification file. The justification prepared by the department is 8.93% of the capital cost i.e. within the % of capital cost as per approved in NDMC for specialized works. . |

10. The rates quoted by the L-1 firm for Part I & II are 23.779% BELOW the justified cost.
11. CE(E-II) has forwarded the case to the Finance Department recommending the acceptance of the offer of technically suitable L1 amounting to ₹3,54,42,700/- (₹1,92,02,700/- for Item no. 1 + ₹1,62,40,000/- for item no. 2). Along with approval of RE amounting to ₹3,79,95,998/- based on the tender cost and amount incurred on advertisement shall be obtained from the Council at the time of seeking approval for award of work.
12. The Department has stated/certified that the quoted rates of L1 firm are reasonable and acceptable.

In view of the above FD has no objection to the proposal of the department for obtaining approval of competent authority for acceptance of the tender of L1 firm M/s Modern Stage Service at the quoted rates of ₹3,54,42,700/- (₹1,92,02,700/- for Item no. 1 + ₹1,62,40,000/- for item no. 2). Along with approval of RE amounting to ₹3,79,95,998/- based on the tender cost and amount incurred on advertisement shall be obtained from the Council at the time of seeking approval for award of work. However, the department is advised:

1. Amount of Revised Estimate may be ensure.
  2. The locations where these LED Video screen to be commissioned needs to be brought on record.
  3. Correctness of facts and data.
  4. To ensure that the Operation & Comprehensive Maintenance Contract will be operative after expiry of the three years defect liability period for all the three above LED Video Screens.
  5. To ensure Operation & Comprehensive Maintenance Contract will cover all the consumable and non-consumable of the proposed system.
  6. The justification placed at page 17/C (Justification file) by the department is to be certified and accepted by CE(E-II.)
- (This issued with the approval of F.A.)

**Diary No. 2195/Finance dated. 16.12.2016.**

Draft Agenda has been seen in F.D, however department is advised and ensure before placing the case before Council that:-

1. As advised earlier at page 189/N, the locations where these LED Video Screen to be commissioned needs to be mentioned in draft agenda.
2. Further, justification placed at page 17/C (justification file) may yet be certified and accepted by CE(E-II).

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

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

(i) Diary No. R-993A/CEE-II dated. 15.12.2016

1. The revised estimate amounting to ₹3,79,95,998/-based on the actual quoted rate of L1 firm and amount incurred on publication of tender documents is being submitted to Council for approval while taking approval of award of work.
2. The LED video screen shall be installed within NDMC area .
3. The data and facts are correct.
4. Needful would be ensured.

5. It would be ensured that Operation & Comprehensive Maintenance Contract will cover all the consumable and non-consumable of the LED video screen.
6. Needful already done.

Diary No.R-993A/CEE-II dated. 16.12.2016

1. Initially Chairman, NDMC has accorded "Approval -in-Principle" to install LED Video Screen at the following location, as per observation on N/2 i.e.
  - a) Parliament House/ Rajpath
  - b) Connaught Place
  - c) Nehru Park
  - d) Malcha Marg
  - e) Shanti Path

Or

However, any other suitable location.

2. Needful done.

(ii) **Observations of Chairman on Draft Agenda**

Diary No. 5072/PS/CP/F/2016 dated. 21.12.2016 In para -5 of Agenda, details of financial implication is to be added. Regarding sites we may say that sites would be finalized in consultation with Delhi Police.

**Reply to the observations of Chairman**

1. The details of financial implication have been incorporated in item at S. No. 5 of the Draft Agenda titled "Financial Implications".

| S.No.    | Description   | Amount (₹)     |
|----------|---|----------------|
| 1.       | <b>Item No.1</b><br>(Design, Supply, Installation, testing and commissioning of LED Video screen)   | 1,92,02,700.00 |
| 2.       | <b>Item No.2</b><br>Operation & Comprehensive Maintenance Contract (OCMC) Charges for 07 (seven) years after expiry of three years defect liability period for all the three above LED Video Screens. | 1,62,40,000.00 |
| 3.       | Expenditure incurred on Advertisement   | 25,53,298.00   |
| Total ₹. |   | 3,79,95,998.00 |

2. The sites for installation of LED Video screen would be finalized in consultation with Delhi Police.
9. **Legal Implication on the subject:**  
No legal issue.
10. **Details of previous Council Resolution :**  
Nil
11. **Comments of Law Department.**  
There appears to be no legal issue involved in agenda items to be placed before the Council. However, department may ensure that facts & figure mentioned there in are correct and are as per approval of competent authority, all guidelines /provision of CVC & CPWD are adhere to .
12. **Comments of the department on comments of Law Department.**  
The facts and figure are correct and all CVC guidelines and provision of CPWD are adhered to.

13. Certified that all CVC's guidelines have been followed while processing the case:

It is certified that all CVC's guidelines have been followed while processing the case.

14. Recommendation:

The case may be placed before the Council to award the work of "Design, Supply, Installation, Testing and commissioning of outdoor high definition LED Video Screen in NDMC area to L 1 firm, M/s Modern Stage Service at their quoted amount of ₹3,54,42,700.00 (Rs. three crore fifty four lakh forty two thousand seven hundred only) (₹1,92,02,700.00 for equipments + ₹1,62,40,000.00 for Operation and comprehensive maintenance contract of 7 years after completion of defect liability period of 3 years) as per the terms and conditions of NIT and to accord revised Administrative Approval and Expenditure Sanction, amounting to ₹3,79,95,998.00 (Rs. Three crore seventy nine lakhs ninety five thousand nine hundred ninety eight only), based on the tendered cost and expenditure incurred on advertisement.

Approval may also be accorded to award the work in anticipation of the confirmation of minutes of Council meeting.

15. Draft Resolution:

Resolved by the Council that the approval is accorded to award the work of "Design, Supply, Installation, Testing and commissioning of outdoor high definition LED Video Screen in NDMC area to L 1 firm, M/s Modern Stage Service at their quoted amount of ₹3,54,42,700.00 (Rs. three crore fifty four lakh forty two thousand seven hundred only) (₹1,92,02,700.00 for equipment + ₹1,62,40,000.00 for Operation and comprehensive maintenance contract of 7 years after completion of defect liability period of 3 years) as per the terms and conditions of NIT in anticipation of the confirmation of minutes of Council meeting. Also revised Administrative Approval and Expenditure Sanction, amounting to ₹3,79,95,998.00 (Rs. Three crore seventy nine lakhs ninety five thousand nine hundred ninety eight only) is accorded based on the tendered cost and expenditure incurred on advertisement.

**COUNCIL'S DECISION**

Resolved by the Council that the approval is accorded to award the work of "Design, Supply, Installation, Testing and commissioning of outdoor high definition LED Video Screen in NDMC area to L 1 firm, M/s Modern Stage Service at their quoted amount of ₹3,54,42,700.00 (Rs. Three crore fifty four lakh forty two thousand seven hundred only) (₹1,92,02,700.00 for equipment + ₹1,62,40,000.00 for Operation and comprehensive maintenance contract of 7 years after completion of defect liability period of 3 years) as per the terms and conditions of NIT.

The Council resolved to accord revised Administrative Approval and Expenditure Sanction, amounting to ₹3,79,95,998.00 (Rs. Three crore seventy nine lakhs ninety five thousand nine hundred ninety eight only), based on the tendered cost and expenditure incurred on advertisement.

It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.

*K. Sharma*

Secretary

New Delhi Municipal Council  
Palika Kendra, New Delhi

06.01.2017

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

**1. NAME OF THE PROJECT:**

Proposal for conducting a quality assessment of NDMC /Navyug schools by Quality Council of India.

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

Education Department.

**3. BRIEF OF THE PROJECT:**

**3.1** Quality Council of India (QCI) has submitted a proposal for conducting a quality assessment of NDMC /Navyug schools with specific objective of bringing improvement in the learning outcomes of the students of Class VI, VII & VIII. It has also been decided that class V will also be covered under the project without any additional cost to the NDMC. QCI has also undertaken that they are ready to include class Vth in their proposal without any cost to the NDMC.

**3.2** QCI is an autonomous body created through a Cabinet decision of the Govt. Of India and Registered as a Society under the Society's Registration Act 1860 under the Department of Industrial Policy & Promotion, Ministry of Commerce and Industry. QCI is playing a pivotal role at the national level in propagating, adoption and adherence to quality standards in all important spheres of activities including education, health care, environment protection, governance and such other areas of organized activities that have significant bearing in improving the quality of life.

**3.3** Recently Quality Council of India has conducted "Swachh Survekshan" survey in 73 major cities of India. The "Swachh Survekshan" was a survey commissioned by the Ministry of Urban Development – the first for Swachh Bharat Mission, launched on 02.10.2014 by Hon'ble Prime Minister Shri Narendra Modi. The survey was conducted by Quality Council of India (QCI) to review the sanitation and hygiene conditions in 73 major cities (comprising 40% of India's total urban population) – including 52 cities with a population of more than one million and all state capitals. The survey was conducted between 05.01.2016 and 20.01.2016. Results of 'Swachh Survekshan' was announced on 15.02.2016 by Union Minister of Urban Development, M. Venkaiah Naidu.

**3.4** While India have achieved the basic goal of establishing schools and colleges, the next aim is be to re-orient these schools to provide quality education. As per the Quality Council of India, the school assessment and evaluation provides a road map regarding gradual and continual improvement for better quality achievements in the schools. The school assessment/evaluation provides a path way for attaining institutional excellence. The present proposal is aimed at improving the academic performance of NDMC and Navyug schools by evaluating their quality and taking measures required to improve the quality of education in these schools for a period of 5 years.

**4. SALIENT FEATURES OF THE PROPOSAL:**

In accordance with the above objective and series of discussion held, the QCI has submitted a proposal for conducting a quality assessment of NDMC/Navyug schools with an emphasis to assess basic compliance and effectiveness of the schools. The purpose of the project is to:

i) Framing minimum grade wise learning goals from classes V to VIII in 30 NDMC/Navyug schools.

ii) Evaluation and Monitoring of Learning outcomes of students studying in the Classes- V, VI, VII and VIII with reference to standard laid down by NCERT and customised by QCI in consultation with NDMC and suggesting way to improve learning outcomes.

iii) Assessment of Teaching Learning activities and Teaching Ability of teachers teaching in the Classes V, VI, VII and VIII based on pedagogical process suggested for desired learning outcome by NCERT.

iv) Analysis of Teaching learning activities and teaching abilities of teachers teaching in the classes V, VI, VII and VIII and identifying gaps in teachers' teaching capabilities.

v) Strategic assistance to teachers by developing action plan to bridge the gaps and to cater to their pedagogical needs.

vi) Impact analysis of teaching effectiveness in various subjects.

vii) Development of dynamic dashboard to monitor teachers' performance and student performance which shall be web based system.

## 5. Scope and strategy of the Proposal :

5.1 The QCI has stated that the scope of the project is **to design and implement a quality improvement programme in all NDMC schools** (where V to VIII classes are running) for a period of 5 years. The scope of the project, therefore, involve the following :-

i. Assessment of learning outcome of Students of Classes- V to VIII and identifying grade wise and subject wise weak students for remedial classes and organized remedial based instructions

ii. Assessment of Teaching : This includes following steps :

- a) Selection of Learning Indicators
- b) Identification and selection of appropriate Pedagogical Process
- c) Development of Observation Schedule for the assessment of teaching covering pertinent Pedagogical Process essential for targeted learning indicators or outcomes.

iii. Analysis based on observation of teaching

iv. Assessment of teaching ability comprising the following aspects: Pedagogical Skills, Lesson Planning, Assessment techniques Socio- Emotional Classroom climate, Class Management, Integration of TLM and ICT in Teaching-Learning Process, Learning Outcome

v. Impact analysis of Teaching effectiveness, which would involve:

- a) Pre-evaluation of Achievement of learners
- b) Intervention
  - i) Assessment of teaching-learning process by classroom observation
  - ii) Feedback on the basis of assessment
  - iii) Strategic assistance to teachers to enhance their skills
- a) Post-evaluation of Achievement of learners
- b) Analysis and comparison of results

VI. Follow up of progress for the following 4 years and developing action plan every year to bridge the gaps including pedagogical needs of teachers.

VII. Outline for teachers and headmaster as a leader and roadmap for annual head master trainings in school leadership.

VIII. Teaching skills certification for teachers by NABET accredited certification body in line with ISO 17024 standard.

6. **Phases of Intervention:** As per the project proposal submitted by the QCI, in order to meet the objectives, there will be three phases programs at different level in the project as under:

i. **1st Phase: Pre-Intervention Phase:** This phase will include the following programs:

- Identification of Competencies and Learning Outcomes for each class, student wise
- Achievement Test and Evaluation of Students
- Analysis Data and evaluation in each school subject i.e. SWOT analysis class wise with reference to students and teachers
- Mapping Weak domains and remedial intervention
- Development of Action Plan
- Development of Action Plan to inculcate life skills amongst students i.e. abilities for adopting and positive behavior that enable students to deal effectively with demands and challenges of every day.

ii. **2<sup>nd</sup> Phase: Intervention Phase:**

- Process of Assessment of Teaching
- Assessment of Teaching Ability of Teachers
- Analysis of data and mapping of weak domains
- Monitoring implementation Action plans as developed in the first phase of intervention.
- Follow-up of Implementation of Action Plan

iii. **Post-Intervention Phase will include the following programs:**

- Evaluation of Achievement of Students and teachers
- Evaluation of Progress in Teaching
- Analyzing the Teaching Effectiveness.

7. **Deliverables:** the QCI has stated that during the project period, the QCI will provide the following deliverables under the project agreement to meet the objectives:

#### 7.1 Deliverables at the end of Pre-Intervention Phase :

- a) Findings based on the analysis of learning outcomes of students in school subjects and present status of learning outcomes of students of classes of V, VI, VII and VIII.
- b) Gap analysis of learning outcomes of students vis-a-vis expected level of learning as prescribed by NCERT and Grouping of students based on their level of performance in school subjects.
- c) Domain (Knowledge, Understanding and Application) wise analysis and findings about performance of students.
- d) Strategic action plan for remedial classes for Weak students or students performing below desired level on Domain (Knowledge, Understanding and Application) of learning in each school subject.

- e) Strategic plan for giving life skill training to students.

#### 7.2. Deliverables during and at the end of Intervention Phase:

Based on the observation of the teaching-learning activities in the classroom, following findings will be shared with schools and each teacher:

- i. Findings about the performance of teachers in respect of the Pedagogical Skills, Lesson Planning, Assessment techniques, Socio-Emotional Classroom climate, Class Management and Integration of TLM and ITC in teaching-Learning Process.
- ii. Strategic Action Plan for improving the performance of teachers.
- iii. Technology enabled remedial training modules for improving quality of teachers.

#### 7.3 Deliverables for Post-Intervention Phase:

- a) Findings based on evaluation of Progress in Achievement of students in various school subjects
- b) Findings based on follow-up of implementation of action plan by teachers and evaluation of Progress in Teaching of Teachers.
- c) Comparative analysis of pre-intervention and post intervention level of performance of students in various school subjects.
- d) Findings based on teaching Effectiveness.

#### 7.4 Other deliverables

- a) Draft of Framed minimum grade wise learning goals from classes 5 to 8 for putting the same in notice and website of NDMC.
- b) Findings based on assessment of leadership qualities of head masters or head of schools and module for annual head master training in school leadership.
- c) Templates for performance evaluation of teachers.
- d) Development of dynamic dashboard for evaluation of teacher's performance.

8. The QCI has stated that through the process of self appraisal, validation, gradation and gap analysis, the school will be able to learn from the best practices and the QCI assess and validate them with their process of learning from the best practices.

9. **Monitoring, surveillance and evaluation of the Project:** The QCI has also stated that monitoring and surveillance system will be set up to ensure the process of continuous improvement and higher level of excellence. For this purpose following mechanism will be put in place for effective implementation and monitoring of the project:

- i. the NDMC will appoint a team of coordinators for the complete project and will coordinate with each other in execution of the project.
- ii. Compliance to these tasks shall be reviewed by both Parties.
- iii. Progress will be reviewed during the monthly meetings.
- iv. the project shall be implemented in line with the enclosed project proposal.
- v. Mid-course corrections and changes if any, shall be carried out with mutual consent of both parties.

vi. Both parties shall facilitate formulation of appropriate strategies for the achievement of the Aim & Objectives of the Project and ensure effective implementation of the decision taken in this regard.

10. **Financial Implication:** The QCI has stated that the total cost of the project and financial implication for the NDMC will be as under:-

| S.No.  | Heads  | Charged fees in rupees  |
|--|--|---|
| 1.   | Development of observation schedule for assessment of Teaching Learning Activities and conducting Workshops            | 5 Lacs (Once in the beginning of project)   |
| 2.   | Assessment of Classroom teaching learning activities and teaching ability of teachers                                  | 37.50 lakhs   |
| 3.   | Assessment of learning outcome of students   |   |
| 4.   | Analysis of strength and weakness of teachers  |   |
| 5.   | Strategic assistance to teachers by developing action plan to bridge the gaps and to cater to their pedagogical needs. |   |
| 6.   | Impact analysis of teaching effectiveness  |   |
| 7.   | Development of Online Mechanism  | 25 Lacs<br>(Once in the beginning of project)   |
| 8.   | Teaching skills certification for teachers by NABET accredited certification body in line with ISO 17024 standard      | Rs. 1500 per teacher<br>(approx. cost for 400 TGTs= 400x1500=6 lakhs)                               |
| 9.   | <b>Total Cost for the First year</b>   | <b>73.50 lakh</b>   |
| 10.  | Follow-up of progress for the next four years  | Rs. 0.65 Lacs per school per year for 4 years<br>19.50 lakh per year and Rs. 78 lakh for five years |
| <b>Total cost for 5 years == 73.50 lakhs+78 lakhs= 151.50 lakhs (Excluding Service Tax)</b><br><b>== 173.325 (Including 15% Service tax for S.N.1-7 and 10:</b><br><b>SN. 8 no extra charges for Certification</b> |  |   |

**Note:** Service Tax as applicable. At present 15%, may vary from time to time and will be charged accordingly

10.1 QCI has however agreed to include class V of all NDMC and Navyug schools in the proposal without any additional cost to NDMC. Therefore while the number of schools for Class VI to VIII will be 30.

11. It will be seen from the above, that total financial implication of the project to the NDMC will be to the tune of Rs. 173.325 lakhs (including 15% service tax) for a period of 5 years which includes 1st year expenditure of Rs. 83.625 lakh and next four years expenditure of Rs. 89.7 lakhs (including 15% service tax) for all NDMC and Navyug schools where classes Vth to VIIIth run.

12. **MOU:** Based on the above, a MOU will be signed between NDMC and QCI for implementation of the project. The MOU will be valid for a period of 5 years. However the the proposal will be reviewed quarterly and payment made as per target / timelines fixed in MOU after mutual consultation. If it is found that the QCI is not meeting the target/requirement, the project may be terminated at any time with the approval of the competent authority .

13. The proposal has been examined in the Education Department. Earlier QCI had undertaken the accreditation of the 11 Navyug schools in the year 2009. However, at that time the focus was mainly on the quality of infrastructure and administration and not on teaching learning processes and student learning outcomes in schools. This time the QCI has been told that the NDMC will not cover the accreditation of the schools for its administration and infrastructure but for the improvement of academic performance of the schools and students. Accordingly, based on our requirement and expectation, the QCI has formulated the project to achieve above stated objectives in NDMC/Navyug Schools. It is seen from the proposal that the scope, deliverables and other parameters of the project has been designed to meet NDMC's requirement and may be helpful in the long run to achieve improvement in the academic performance of NDMC/Navyug schools and taking them to a new level of academic achievement.

**14. Comments of the Finance Department:**

The comments of the Finance Department and reply of Education Department is thereto is as under:-

| Observation of Finance Department   | Reply of Education Department  |
|---|--|
| a) Number of schools selected for QCI and NDMC/Navyug Schools may be brought in the draft agenda at S.No. 10 of draft agenda.   | The project is to be implemented in 30 NDMC/Navyug schools. It has been reflected in para 1 of the agenda.   |
| b) It may clearly bring on record whether service tax is inclusive or exclusive to the fees calculated as Rs. 149.25.   | There was error in making total calculation with regard to item no. 2-5 under para 10 and item no. 7 of para 10. As per revised calculation, total expenditure would be Rs. 173.325 lacs inclusive of Service Tax.   |
| c) At S.No. 20 & 21 of the draft agenda, the draft may also brought on record. Number of schools with Financial Implications.   | Number of schools and total expenditure appropriately incorporate in agenda.   |
| d) The department may brought out the reasonability of fee proposed by QCI.   | QCI is specialized autonomous body of Government of India and have proposed fee after detailed discussions in the meeting. An estimated expenditure of Rs. 1995/- per student/Teacher would be incurred over a period of five years for conducting the quality assessment. |
| e) A stated, earlier, QCI had undertaken the accreditation of the 11 Navyug Schools in the year 2009, the experience out come may be brought on record.   | As submitted earlier, the study undertaken by QCI in 2009 related to physical infrastructure and has no linkage with a present proposal and Education Department has no comment on this point.   |
| f) As per Rule 176 of GFR in respect of consultancy by nomination which stipulates as under:-<br>g) "Under some special circumstances, it may become necessary to select a particular consultant where adequate justification is available for such single source selection in the context of the overall interest of the Ministry or Department. Full justification for single source selection should be recorded in the file and approval of the competent authority obtained before resorting to such single-source selection." | QCI is a specialized government body in the field and project is being proposed to be completed through them keeping in view their expertise in the field.   |

|   |   |
|---|---|
| h) QCI has agreed to include class I to V without any additional cost to the NDMC as stated in draft agenda in para 3.1, however the letter dated 14.10.2016 of QCI states for inclusive of class 5 <sup>th</sup> only. The Department may re-look and ensure the position. | Project is to be completed in 30 Navyug/NDMC Schools. Initially it was planned for Class VI to VIII. However, QCI has agreed to undertake the project for Class V also without any additional cost. |
|---|---|

As regard of the observation of MoU, the Finance Department has observed as under:-

| Observation of Finance Department   | Reply of Education Department   |
|---|---|
| a) The MOU should spell out the duration of the agreement i.e. 1+4 years.   | These observations will be addressed at the time of signing of MOU through mutual consultation. As QCI is an autonomous body of Government of India, no penalty clause is being incorporated. However, in case of QCI not being able to meet the targets / requirement of NDMC, the project can be terminated with the approval of Chairperson, NDMC. |
| b) The extension of the agreement should be based on review & performance by NDMC.  |   |
| c) The MOU should also bring out penalty clause in the case of breach/non-performance   |   |
| d) The MOU should also clearly mention the eventuality/term & conditions for payment.   |   |
| e) Service Tax & other statutory taxes/Liability should be brought out whether it is inclusive or exclusive of rates.   |   |
| f) Confidentiality clause should be mentioned.  |   |
| g) Termination clause of the MOU should be in clear term it should be mention that their should be no-liability of NDMC in case of termination                    |   |
| h) There should be a provision of Arbitration.  |   |
| i) The milestone/target dates for each activity covered under the scope of work should be brought out in the MOU.   |   |
| j) At page 7/N, at S.No. 10 the Department stated that there will be 30 schools where as in MOU at page 4 [3(e) number of schools is stated as 23.                |   |
| k) An integrity pact may also be apart of MOU.  |   |
| l) A penalty clause in case of failure to achieve the milestone in a time bound manner may also be incorporated in MOU.   |   |
| m) Fee structure as detailed in para 3 (e) is not matching with the details given in the draft agenda proposed to be placed before the Council which may be seen. |   |
| n) Further, MOU should also incorporate (i) payment to be linked to performance (ii) Quarterly review, of the work/milestone.                                     |   |

**15. Comments of the Education Department on the observation/comments of the Finance Department:**

The suggestion/observation of the finance department have been taken into consideration and the proposal has been suitably modified.

**16. Legal implications of the subject/project:**

The Law department has commented that there is no legal issue involved in the agenda item and hence they have concurred to the proposal vide their diary no. FR/2190/LD/16 dated: 31/10/2016.

**17. Comments of the Law Department on the Subject/Project:**

The Law department has concurred to the proposal with their comments that the proposal does not have any legal implications.

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

Not applicable, being first such proposal.

**19. Certificate that all CVC Guidelines on the subject have been followed:**  
Yes.

**20. Recommendations:**

- i. The proposal for conducting a quality assessment of 30 NDMC /Navyug schools by Quality Council of India for classes from V to VIII at estimated cost of Rs. 173.35 lacs for in 5 years is placed before the Council for kind approval.
- ii. In anticipation of the approval of the Agenda by the Council, the Department may take the necessary action in the matter

**21. Draft Resolution of the council: resolved that:**

Resolved by the Council that the proposal for conducting a quality assessment in 30 NDMC /Navyug schools by Quality Council of India for classes from V to VIII as outline in the para 20 above is approved.

**COUNCIL'S DECISION**

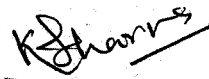
The Council resolved to approve the proposal for conducting a quality assessment in 30 NDMC/Navyug schools by Quality Council of India for classes from V to VIII as outlined in the para 20 of the preamble.

The Council further resolved to constitute a multidisciplinary team consisting of following for monitoring and evaluation of this work:-

1. Dr. Anita Arya, Member, NDMC
2. Sh. A.R. Ansari, Member, NDMC
3. Chief Auditor
4. Director (Skill Development)
5. Director (Education)

The Council also resolved that the abovementioned multidisciplinary team shall review the progress quarterly and submit its report for consideration of the Council.

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

  
**Secretary**  
**New Delhi Municipal Council**  
**Palika Kendra, New Delhi**

06.01.2017

Copy of Reso. No. 08 (B-23)  
of  
Council's Ordinary Meeting  
Date: 18/01/2017

**ITEM NO. 08 (B-23)**

1. **Name of Work:** Norms for Annual Maintenance of Various Electrical Services/Work (Review).
2. **Department:** ELECTRICITY DEPARTMENT-II
3. **Brief History of the Proposal:**

Council vide resolution No. 6(B-3) dated 27.05.2005 has approved the norms for annual maintenance of various electrical services/works first time to stream line the sanctioning of maintenance estimates which was valid upto 31.03.2008. The approved norms were further extended vide Council Resolution No.19 (B-10) dated 18.06.2008, No.15 (B-37) dated 14.1.2011 and Resolution No. 03 (B-21) dated 26.03.2013. The last extension was valid till 31.03.2016. The norms are required to be reviewed and approved for further extension.

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

With due approval of Chairman, a Sub-Committee under the Chairmanship of SE (E-I) was constituted wherein SEE-II, SEE-III, SE (E-IV), EE (D/N), EE (BM-I), EE (M/N), EE (R/L) & A.O (E-II) were member to review, suggest and recommend the norms for service/maintenance of various electrical works.

The Sub-Committee met and after series of discussions it was decided as under

1. The existing norms as approved by the Council vide Resolution No. 03 (B-21) dated 31.03.2016 do not require any change and therefore these norms may be kept same for further period of 3 years beyond 31.3.2016.
2. Lifts and Escalators belong to same family. Therefore, the existing norms for Lifts be also applicable to Escalators.
3. For remaining service i.e. CCTVs, Sound re-enforcement system, video screens, EPABX, SCADA System and other specialized items/ services as mentioned in CPWD works manual, the sub-committee observed that these are to be maintained by Original Equipment Manufacturer (OEM) as per provision of CPWD Works Manual. As such, sub-committee decided that provision in maintenance estimate for these items/ services shall be kept on the basis of actual expenditure incurred or demand of OEM/ Authorized agent of OEM.

**5. Financial Implications:**

The norms percentage for various electrical services are approved on the basis of capital cost and rates of OEM.

(Lifts and Escalators belong to same family, therefore, the existing norms for Lifts be also applicable to Escalators. For remaining service i.e. CCTVs, Sound re-enforcement system, video screens, EPABX, SCADA System and other specialized items/ services as mentioned in CPWD works manual, these are to be maintained by OEM as per provision of CPWD Works Manual. Provision in maintenance estimate for these items/ services shall be kept on the basis of actual expenditure incurred or demand of OEM/ Authorized agent of OEM).

**6. Implementation Schedule:**

The norms shall be valid upto 31.03.2019.

**7. Final Comments of the Finance Department:-**

Dy. No. 2184/Finance/R-Elect. dated 02.01.2017.

The department has processed the existing proposal to extend the existing norms for further three years period beyond 31.3.2016 as per recommendations/ decisions of Sub-committed (constituted by the Chairman, at NP-50 on dated 23.12.2015) as follow:

1. The existing norms as approved by the Council vide Resolution No. 03 (B-21) dated 26.03.2013 do not require any change and therefore these norms may be kept same for further period beyond of 3 years beyond 31.3.2016.
2. Lifts and escalators belong to same family. Therefore, the existing norms for lifts be also applicable to escalators.
3. For remaining service i.e. CCTVs, Sound re-enforcement system, video screens, EPABX, SCADA System and other specialized items/ services as mentioned in CPWD works manual, the sub-committee observed that these are to be maintained by OEM as per provision of CPWD Works Manual. As such, sub-committee decided that provision in maintenance estimate for these items/

services shall be kept on the basis of actual expenditure incurred or demand or OEM/ Authorized agent of OEM.

In view of the clarifications furnished and information brought on record by the department and as per recommendations of Sub-committee; the department may process their proposal as proposed at NP -54 to 55 for obtaining approval of the competent authority i.e. Council, as per Para-1 & 2 above. Regarding Para-3 above, FD views that the items for which there are fixed norms of the CPWD the department may prepare the estimate based on those norms, and for the item for which there are no fixed norms of CPWD the same may be taken on the basis of LAR/ rates of Authorized Agent/ OEM, whichever is lower.

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

FD has no objection for point no. 1 and 2 as mentioned in Para-4 as this based on the existing norms.

With regard to point no. 3 in Para-4, for remaining service i.e. CCTVs, Sound reinforcement system, video screens, EPABX, SCADA System and other specialized items/ services as mentioned in CPWD works manual, the sub-committee observed that these are to be maintained by OEM as per provision of CPWD Works Manual. As such, sub-committee decided that provision in maintenance estimate for these items/ services shall be kept on the basis of actual expenditure incurred or demand or OEM/ Authorized agent of OEM.

As advised by the Finance, Department would ensure that the items for which there are fixed CPWD norms the department would prepare the estimate based on those norms, and for the items for which there are no fixed norms of CPWD the same shall be taken on the basis of LAR/ rates of Authorized Agent/ OEM, whichever is lower.

**9. Details of previous Council Resolution:**

Council Resolution No. 6 (B-3) dated 27.05.2005.

Council Resolution No. 19 (B-10) dated 18.06.2008.

Council Resolution No.15 (B-37) dated 14.01.2011.

Council Resolution No. 03 (B-21) dated 26.03.2013 (Annexure-I See pages 103-104)

**10. Comments of Law Department:**

After having gone through the Draft Agenda of Electrical Department for the Norms for annual maintenance of various electrical services/works (review) has no legal issue involved at this stage, however concerned department may ensure that facts & figure herein are correct & are as per the approval of competent authority, will serve their purpose and contents are examined by concerned department from the technical point of view, and CVC guidelines are adhered to.

**11. Reply of department on the comments of Law Department.**

Department ensure and certified that

- All the facts and figure mentioned herein are correct to the best of our knowledge and are being submitted for the approval of Competent Authority.
- To the best of our knowledge the same will serve the purpose.
- To the best of our knowledge it has been technically checked & Examined from technical point of view.
- It is certified that all CVC guidelines have been followed while processing the case to the best of our knowledge.

**12. Certification by the Department:**

It is certified that Central Vigilance Commission (CVC) guidelines have been followed, while processing the case.

**13. Recommendations of the Department:**

Approval of the council may be solicited for the following:-

1. The existing norms as approved by the Council vide Resolution No. 03 (B-21) dated 26.03.2013 do not require any change and therefore these norms may be kept same for further period of 3 years beyond 31.3.2016.
2. Lifts and escalators belong to same family, therefore, the existing norms for lifts be also applicable to escalators.

3. With regard to point no. 3 in Para-4, for remaining service i.e. CCTVs, Sound reinforcement system, video screens, EPABX, SCADA System and other specialized items/ services as mentioned in CPWD works manual, the sub-committee observed that these are to be maintained by OEM as per provision of CPWD Works Manual. As such, sub-committee decided that provision in maintenance estimate for these items/ services shall be kept on the basis of actual expenditure incurred or demand of OEM/ Authorized agent of OEM.

As advised by the Finance, Department would ensure that the items for which there are fixed CPWD norms the department would prepare the estimate based on those norms, and for the items for which there are no fixed norms of CPWD the same shall be taken on the basis of LAR/ rates of Authorized Agent/ OEM, whichever is lower.

Approval of Council may also be accorded to take further action in anticipation of the approval of minutes of the council meeting.

#### 14. Draft Resolution:

Approval of Council is accorded for the following:-

1. The existing norms as approved by the Council Resolution No. 03 (B-21) dated 26.03.2013 do not require any change and therefore these norms may be kept same for further period beyond of 3 years beyond 31.3.2016.
2. Lifts and escalators belong to same family. Therefore, the existing norms for lifts be also applicable to escalators.
3. With regard to point no. 3 in Para-4, for remaining service i.e. CCTVs, Sound reinforcement system, video screens, EPABX, SCADA System and other specialized items/ services as mentioned in CPWD works manual, the sub-committee observed that these are to be maintained by OEM as per provision of CPWD Works Manual. As such, sub-committee decided that provision in maintenance estimate for these items/ services shall be kept on the basis of actual expenditure incurred or demand of OEM/ Authorized agent of OEM.

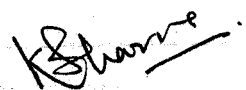
As advised by the Finance, Department would ensure that the items for which there are fixed CPWD norms the department would prepare the estimate based on those norms, and for the items for which there are no fixed norms of CPWD the same shall be taken on the basis of LAR/ rates of Authorized Agent/ OEM, whichever is lower.

Department may take further action in anticipation of the approval of minutes of the Council meeting.

**COUNCIL'S DECISION**

Resolved by the Council to accord approval for the following:-

1. The existing norms as approved by the Council Resolution No. 03 (B-21) dated 26.03.2013 do not require any change and therefore these norms may be kept same for further period of 3 years beyond 31.3.2016.
2. Lifts and escalators belong to same family. Therefore, the existing norms for lifts be also applicable to escalators.
3. For remaining services such as CCTVs, Sound re-enforcement system, video screens, EPABX, SCADA System and other specialized items/ services etc., the concerned Department should ensure that:
  - a. the items for which there are fixed CPWD norms, the Department would prepare the estimate based on those norms, and
  - b. the items for which there are no fixed norms of CPWD, the same should be taken on the basis of (i) LAR, (ii) rates of Authorized Agent(s), (iii) OEM, whichever is lower.

  
Secretary  
New Delhi Municipal Council  
Palika Kendra, New Delhi

ITEM NO. 03 (B-21)

Copy of Reso. No.

Council Ordinary Meeting

Dated: 26/03/2013

1. Name of project: Norms for Annual Maintenance of Various Electrical Services/Work (Review).
2. Name of Department concurred: ELECTRICITY DEPARTMENT
3. Brief History of the project:  
Council vide its resolution No. 6(B-3) dated 27.05.2005 had approved norms for annual maintenance of various electrical services/works initially to streamline the sanctioning of maintenance estimates & the same were valid upto 31.03.2008. There were further extended vide Council Resolution No.19 (B-10) dated 18.06.2008 for a period of 3 years i.e. upto 31.03.2010 & lastly extended till 31.03.2013 vide Council Resolution No.15 (B-37) dated 14.1.2011 (Annexure-A See pages 13 - 15). As such there are required to be extended further.
4. Detailed Proposal on the project:  
With the approval of Chairperson a Sub-Committee under the Chairmanship of ACE (E II) was constituted wherein SEE-II, SEE-III, EE (D/N), EE (BM-II), EE (M/S) & A.O (E-I) were the members, to review, suggest and recommend the norms for service/maintenance of various electrical works.

The Sub-Committee met and after in series discussions it has concluded that existing norms do not require any revision considering the fact that Electrical system has recently been augmented / upgraded considerably during recent past, although there is an inflationary trend in the market. In case any change in the norms is felt necessary, the same may be reviewed in the mid term.

The case has been seen by the Finance Department and concurred into the proposal of department to continue the existing norms explained in Annexure 'B' (See page 16) table 1 & 2 for annual maintenance of various electrical services/works valid, upto 31.03.2016.

5. Financial Implications:  
The norms percentage for various electrical services are approved on the basis of capital cost with a limit in percentage variation of capital cost not more than 5% over the preceding year.

6. Implementation Schedule:  
The norms shall be valid upto 31.03.2016.

Comments of the Finance Department: The Deptt. has referred two issues in the Finance for concurrence. One is to extend the existing norms (which are going to expire on 31.03.2013) for further period of three years w.e.f. 01.04.2013 to 31.03.2016 and another is to allow Chief Engineer (E) to approve the A/R & M/O estimates as per the norms and budget provisions. Finance Deptt. has no objection to extend the existing norms for further period of three years w.e.f. 01.04.2013 to 31.03.2016 as proposed by the Deptt. However, power to sanction A/R & M/O estimate vests with E-in-C/Secretary as per delegation of power issued with the approval of Chairperson dated 11/13<sup>th</sup> April, 2012 and to be regulated by it accordingly.

Further, it is mentioned that the Council has only accorded approval in maintenance norms explained in table 17 & 18 of resolution No. 06 (B-03) dated 27.05.2005 and no approval was given to CE(E) to approve the A/R & M/O estimate as being referred by department time and again.

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8. Comments of the Department on comments of Finance Department: Needful done as observed by finance.
9. Legal Implication on the Subject:  
Nil
10. Details of previous Council Resolution:  
Council Resolution No. 6 (B-3) dated 27.05.2005.  
Council Resolution No. 19 (B-10) dated 18.06.2008.  
Council Resolution No.15 (B-37) dated 14.01.2011 (Annexure-A See pages 13 - 15).
11. Comments of Law Department:  
It has no legal issue.
12. Comments of the Department on comments of Law Department:  
Nil
13. Certification by the Department:  
All Central Vigilance Commission (CVC) guidelines have been followed.
14. Recommendations of the Department:  
The case may be placed before the council for approval to continue the existing norms (Annexure 'B' table 1 & 2 See page 16) for annual maintenance of various electrical services/works for period upto 31.03.2016 based on which, the annual maintenance estimates shall be approved by the authority competent as per delegation of powers.
15. Draft Resolution:  
Resolved by the Council that the existing norms for maintenance of Electrical services as explained above in Annexure 'B' (table 1 & 2 See page 16) are approved for the period upto 31.03.2016, based on which the annual maintenance estimates shall be approved by the authority competent as per delegation of powers.

#### COUNCIL'S DECISION

Resolved by the Council that the existing norms for maintenance of Electrical Services as explained in Annexure 'B' of the agenda are approved for the period upto 31.03.2016, based on which the annual maintenance estimates shall be approved by the competent authority as per delegation of powers.

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.

8/3/2013  
For Secretary  
New Delhi Municipal Council )  
New Delhi.

Copy of Reso. No. 09(B-24)  
of  
Council's Ordinary Meeting  
Dated 16.10.2017

**ITEM NO. 09 (B-24)****1. Name of work:**

Supply, Installation, Testing & Commissioning of one 66/11KV, 16/20MVA Power Transformers & two 33/11KV, 16/20MVA Power Transformer at various ESS of NDMC.

**2. Name of Department**

Electricity Department - II

**3. Brief History of the proposal**

Two preliminary estimates were approved by the council vide Resolution No. 5(B-10) dt.27.08.2014 for Rs 2,60,14,262/-(G) for Replacement of 2nos. 33/11KV, 16/20MVA, Power Transformers installed at various electric sub-station of NDMC area & Resolution No. 18(B-4)dt.09.07.2014 for Rs 1,94,61,918/-(G) for Purchase of one no. 16/20MVA, 66/11KV Power Transformer for 66KV ESS Vidyut Bhawan.

For execution of work, open tenders were called but due to abnormally high rates, tenders were rejected with due approval of council vide item no. 19(B-04) & 18(B-03) dt.27.06.16 respectively. Approval in principle was also accorded by council to prepare the detail estimate on current market price.

Accordingly a combined detailed estimate amounting to Rs 5,15,00,000/- (Rupees Five Crore Fifteen Lacs only) for "Supply, Installation, Testing & Commissioning 66/11KV, 16/20MVA Power Transformers & 33/11KV, 16/20MVA Power Transformer at various ESS of NDMC" was prepared on current market rates & e - tenders invited.

**4. Detailed proposal of the subject**

Item rate e-tenders were invited in three covers system against Tender ID no. 2016\_NDMC\_116464\_1 & uploaded on website on 17.10.2016 with due date of opening as 04.11.2016. Tender notice was also published in various newspapers on 19.10.2016.

On due date of opening following two firms participated in the e-tender:-

1. M/s Capital Electech Pvt Ltd.
2. M/s Gepdec Infratech Ltd.

After scrutiny of documents of 1<sup>st</sup> cover related to EMD and Integrity Pact & 2<sup>nd</sup> cover i.e. technical bid, both the firms were found eligible and with due approval of competent authority, the 3<sup>rd</sup> cover i.e. Price bid was opened on 23.12.2016. Position of both the participating firms is as under:-

| S.No. | Name of firm                  | Rate quoted by the firm | Position of the firm. |
|-------|-------------------------------|-------------------------|-----------------------|
| 1     | M/s Capital Electech Pvt. Ltd | Rs 5,11,00,000/-        | L1                    |
| 2     | M/s Gepdec Infratech Ltd      | Rs 5,24,45,500/-        | L2                    |

M/s Capital Electech Pvt Ltd quoted lowest rates & emerged L-I. The quoted rates of L-I firm were compared with the justified rates as below:-

| Name of L-I firm | Rate of L-I firm | Justified Rate | Remarks |
|------------------|------------------|----------------|---------|
|------------------|------------------|----------------|---------|

|                               |                  |                  |  |
|-------------------------------|------------------|------------------|--|
| M/s Capital Electech Pvt. Ltd | Rs 5,11,00,000/- | Rs 6,49,17,500/- | L-1 rates are 21.284% below the justified rates. |
|-------------------------------|------------------|------------------|--|

##### 5. Financial Implications

Rs.5,11,00,000/- (Rupees Five Crore Eleven Lacs Only).

##### 6. Implementation Schedule

08 Months.

##### 7. Comments of the Finance Department

Finance vide dt. 26.12.2016 has observed as under:

1. The proposal of the department is for acceptance of the offer of technically suitable L-1 firm M/s Capital Electech Pvt Ltd.
2. Revised A/A&E/S shall be obtained at the time of seeking approval from Council, based on the tendered rates of L-1 firm, as per the AIP accorded by the Council vide Resolution Nos.19(B-04) and 18 (B-03) dt. 27.6.16 respectively.
3. Technical sanction and NIT were approved amounting to Rs.5,15,00,000/- at page 6 /N by CE(E-II) .
4. The tenders for the work were invited by the department giving due publicity with the date of start of sale of tenders as 17.10.16 and opening of tenders as 4.11.16 (2/c File No. 3). Tenders were actually opened on 4.11.16 (22/N) with Pre-bid meeting adt.25.10.16. The document with regard to due publicity on web portal as well as in newspapers are placed by the department on record at page 10/C & 56-65/C (Correspondence file) .
5. The validity of the offer is till 3.3.2017 and completion period of work is 8 month from 10<sup>th</sup> day from the date of issue of award letter.
6. In response to call of tender, Two number of firms participated and financial bid of both the technically eligible firms were opened on 23.12.16 after approval of the TEC/Competent Authority at page 36/N.
7. Technical evaluation statement is placed at page 32/N. Financial comparative statement is prepared at page 10/C (File No.8) is as under:

| Inter-se position | Name of the agency/firm   | Tendered amount (Rs) | % quoted with respect to estimated cost |
|-------------------|---|----------------------|---|
| L-1               | M/S Capital Electech Pvt. Ltd.<br>(Inclusive of all taxes) (In Rs.) | 5,11,00,000/-        | 0.776% below                            |
| L-2               | M/s Gepdec Infratech Ltd.<br>(Inclusive of all taxes) (In Rs.)      | 5,24,45,500/-        | 1.83% above                             |

8. The financial position of the quoted rates of technically suitable L1, recommended by the department after duly examination and detailed checking by the Planning, for acceptance is as under:

| Estimated Rates (Rs) | Tendered Amount (Rs) | %age above/below Estimated Cost |
|----------------------|----------------------|---------------------------------|
| RS.5,15,00,000/-     | 5,11,00,000/-        | 0.776% below                    |

Justification Comparison:-

| Justified Cost (Rs) | % above/below Estimated Cost | % above/below Tendered Rates |
|---------------------|------------------------------|------------------------------|
| Rs.6,49,17,500/-    | 26.05% Above                 | 21.284% Below                |

Department has also prepared a statement re-presenting the position of previous cancelled tender with the present proposal in a comparison form with estimate cost well justified cost

| Description  | Estimated Cost       | Tender Cost          | Justified Cost       | % of Above/ Below  |
|--|----------------------|----------------------|----------------------|--|
| Tender ID No. 2016_NDMC_96552_1<br>SITC of 33/11KV 16/20 MVA Power Transformer Installed at ESS Mandi House  | 2,66,74,264/-        | 5,46,64,000/-        | 4,37,04,284/-        | 104.93% above of estimate cost and 25.08% above the justified cost |
| Tender ID No. 2016_NDMC_96542_1<br>Supply of 16/20 MVA 66/11KV Power Transformer for 66KV ESS Vidyut Bhawan including its testing erection and commissioning | 1,93,53,423/-        | 2,74,50,000/-        | 2,30,16,051/-        | 41.83% above estimate cost and 19.26% above justified cost         |
| <b>Total</b>   | <b>4,60,27,687/-</b> | <b>8,21,14,000/-</b> | <b>6,67,20,335/-</b> |  |
| <b>Present Tender Consolidated</b>   |                      |                      |                      |  |
| Tender ID No. 2016_NDMC_116464_1<br>Supply, Installation testing and Commissioning of 66/11KV, 16/20 MVA Power Transformer at various ESS in NDMC area       | 5,15,00,000/-        | 5,11,00,000/-        | 6,49,17,500/-        | 0.776% below estimated cost and 21.284% below justified cost       |

9. The rates are within the 5% of allowable variation as per CPWD Manual Section.
10. CE(E-II) has forwarded the case to the Finance Department recommending the acceptance of the offer of technically suitable L1 amounting to Rs. 5,11,00,000/-; The Department has stated/certified that the quoted rates of L1 firm are reasonable and acceptable.
11. In view of the above FD has no objection to the proposal of the department for obtaining approval of competent authority for acceptance of the tender of L1 firm M/s Capital Electech Pvt. Ltd. at the quoted rates of Rs. 5,11,00,000/-, however, the department is advised :
  - I. Since the actual amount of the tender has been received beyond the 10% of the permissible limit of approved A/A & E/S of Rs.4,54,76,180/- (Rs.2,60,14,262 + Rs.1,94,61,918/- )department may obtain revised A/A & E/S of Rs.5,11,00,000/- for the above stated work from the Council to the tune of tendered amount, while seeking acceptance of the tender.
  - II. Correctness of facts and data.
  - III. All codal formalities have been adhered to while processing the case.
  - IV. Proper allocation/chargeability to respective COA'S

(This issues with the approval of the Financial Advisor)

8. Comments of the Department on comments of Finance Department

- Revised A/A & E/S of Rs. 5,11,00,000/- based on the tendered amount of L-1 firm shall be obtained at the time of seeking approval from the council for award of work.
- Facts and Datas are correct
- All codal formalities have been adhered to while processing the case.
- Proper allocation of funds has been made in RE 2016-17 & BE 2017-18 and shall be charged accordingly to the relevant COA.

9. Legal Implication on the Subject:

Nil

10. Details of previous Council Resolution

Resolution no. 5(B-10) dt.27.08.2014 for Rs 2,60,14,262/-(G) for Replacement of 2nos. 33/11KV, 16/20MVA, Power Transformers installed at various electric sub-station of NDMC area & Resolution No. 18(B-4)dt.09.07.2014 for Rs 1,94,61,918/-(G) for Purchase of one no. 16/20MVA, 66/11KV Power Transformer for 66KV ESS Vidyut Bhawan.

Resolution No. 18 (B-03) & 19 (B-04) Dt.27.06.2016 (Annexure -A) (See pages 110-117).

11. Comments of Law Department

No legal issue is involved at this stage in the draft agenda item to be placed before council for Supply, Installation, Testing & Commissioning 66/11KV, 16/20MVA Power Transformers & 33/11KV, 16/20MVA Power Transformer at various ESS of NDMC. However department may ensure that facts and figures mentioned therein are correct and are as per approval of competent authority, further ensure that they have examined from technical point of view and nothing adverse has been observed by the concerned department, will also serve their purpose, and CVC guidelines are adhered to while preparing the same.

12. Comments of the Department on comments of Law Department

Department certifies that:-

- Facts and Data's are correct.
- The case has been examined from technical point of view and nothing adverse has been observed by the concerned department, will also serve their purpose.
- CVC guidelines have been adhered to while preparing the same.

13. Certification by the Department

It is certified that all Central Vigilance Commission (CVC) guidelines have been followed.

14. Recommendations of the Department

The case may be placed before the council to award the work of Supply, Installation, Testing & Commissioning of one 66/11KV, 16/20MVA Power Transformers & two 33/11KV, 16/20MVA Power Transformer at various ESS of NDMC to L-I firm, M/S Capital Electech Pvt. Ltd at a total cost of Rs 5,11,00,000/- (Rupees Five Crore Eleven Lacs Only) on the terms & conditions of NIT. Revised A/A

& E/S of Rs.5,11,00,000/- is also solicited from the council based on the tendered cost of L-1 firm.

Since the work is of urgent nature, approval may be accorded to award the work in anticipation of the confirmation of minutes of Council meeting.

**15. Draft Resolution**

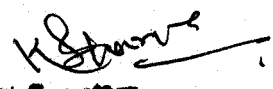
Resolved by the Council that the approval is accorded to award the work of **Supply, Installation, Testing & Commissioning 66/11KV, 16/20MVA Power Transformers & 33/11KV, 16/20MVA Power Transformer** at various ESS of NDMC to L-1 firm, M/S Capital Electech Pvt. Ltd at a total cost of Rs 5,11,00,000/- (Rupees Five Crore Eleven Lacs Only) on the terms & conditions of NIT. Revised A/A & E/S of Rs.5,11,00,000/- is also solicited from the council based on the tendered cost of L-1 firm.

Approval is also accorded to place award letter to the firm in anticipation of the confirmation of minutes of the Council meeting.

**COUNCIL'S DECISION**

Resolved by the Council that the approval is accorded to award the work of Supply, Installation, Testing & Commissioning of 66/11KV, 16/20MVA Power Transformers & 33/11KV, 16/20MVA Power Transformer at various ESS of NDMC to L-1 firm, M/S Capital Electech Pvt. Ltd at a total cost of ₹5,11,00,000/- (Rupees Five Crore Eleven Lacs Only) on the terms & conditions of NIT.

The Council further accorded revised administrative and expenditure sanction amounting to ₹5,11,00,000/-, based on the tendered cost of L-1 firm.

  
**Secretary**  
 New Delhi Municipal Council  
 Pankaj Kendra, New Delhi

1. Name of work : Supply of 16/20 MVA 66/11KV Power Transformer for 66KV ESS Vidyut Bhawan including its Testing, erection & Commissioning.  
Tender I.D. No.: 2016\_NDMC\_96542\_1

(Rejection of tender)

2. Name of Department

Electricity Department-II

3. Brief History of the proposal.

A/A & E/S for the purchase of one no. 16/20 MVA, 66/11KV Power Transformer for 66KV ESS Vidyut Bhawan was accorded by council, vide Resolution no. Item No. 18(B-IV) on 09/07/2014 & consequently e-tenders were invited for the work. However as on the first two calls of tender, none of the participating firms was found eligible, the tender was recalled third time. On the third call, offers from three firms were received and on technical evaluation, only one firm M/s. Sales and Service Corporation was found eligible. Price bid of the eligible firm was opened on 11/04/2016.

The rates quoted by the firm were compared with justified cost, which was prepared on the basis of current prevailing market rates and rates of the firm were found beyond the prescribed limit of acceptance i.e. 10% of the justified cost & accordingly case processed for rejection of tender.

Detailed proposal of the subject

Council vide Resolution no. Item No. 18(B-IV) on 09/07/2014 has given Administrative Approval and Expenditure sanction for "purchase of one no. 16/20 MVA, 66/11KV Power Transformer for 66KV ESS Vidyut Bhawan".

Accordingly e-tenders were called, vide Tender ID no. 2015\_NDMC\_76543\_1 with due date of opening 12/03/2015.

Two firms participated in the tender namely:

1. M/s Schneider Electric Infrastructure Ltd.
2. M/s Sales & Service Corporation

After scrutiny of documents, M/s Schneider Electric Infrastructure Ltd. was not eligible and being single tenderer tenders were recalled vide Tender D No. 2015\_NDMC\_79727\_1 with due date of opening 16/04/2015

Three firms participated in the second call of tender namely:

1. M/s RMS Automation System Ltd.
2. M/s Schneider Electric Infrastructure Ltd.
3. M/s Sales & Service Corporation

After scrutiny of documents, none of the firm was found eligible & therefore the tender was dropped and recalled third time after relaxing NIT condition vide Tender ID No. 2016\_NDMC\_96542\_1 with due date of opening 02/02/2016.

In third call three firms participated, as detailed below:

1. M/s Sales and Service Corporation

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@

SECRET

16/04/16

41786/SECRET  
16/08/16

2. M/s Schneider Electric Infrastructure Ltd.
3. M/s Mohini Electricals Ltd.

Out of these three firms, only one firm i.e. M/s Sales and Service Corporation was found eligible. Price bid of the only one eligible firm i.e. M/s Sales and Service Corporation was opened on 11/04/2016.

The rates quoted by M/s Sales and Service Corporation, amounting to ₹ 2,74,50,000/- were compared with justified cost, prepared on the basis of current prevailing market rates and rates of the firm were found beyond the prescribed limit of acceptance i.e. 10% of the justified cost.

In view of above, case was submitted to 'FD' with the recommendation to drop the tender & to accord Approval- In- Principle to prepare detailed estimate on current market price and revision of estimate, if needed would be done at the time of seeking approval from the Council, based on the tendered rates of L-1 firm.

5. Financial Implications

NIL

6. Implementation Schedule

NIL

7. Comments of the Finance Department

(Note of Dy. F.A.-III dated 26/05/2016 vide diary no. 868/Finance/R-elect. dated 26/05/2016)

- i. A/A & E/S amounting to ₹ 1,94,61,918/- for the work was accorded by Council vide Resolution No. 18(B-IV) dated 09/07/2014. This is the third call of tender and rates received by lone responsive bidder, M/s Sales and Service Corporation (out of three participated) as ₹ 2,74,50,000/- has been worked out by the department as 41.83% above the estimated cost of ₹ 1,93,53,423/- and 19.26% above the justified cost of ₹ 2,30,16,051/-.
- ii. The proposal of the department is for accord of "Approval In Principle" to reject the tender and after reviewing detail estimate on current marker rates, for placing the case before the Council for seeking approval based on the tender rates of L-1 firm.
- iii. The record reveals that the A/A & E/S was accorded on 09/07/2014 and the tenders were called (first call) in March 2015 by the department when a single responsible bid was received and tenders were dropped. In the second call in April 2016, three firms participated but no one met the eligibility criteria as stipulated in NIT.
- iv. From the note of the department it is not clear as to why such variation between the estimated cost, tender cost and justified cost has occurred which needs to be brought on record also looking if it is due to price escalation due to taking long time in inviting tenders or other reasons. The department also needs to reassess their requirement whether the proposed supply of transformers is still required or otherwise, since record reveals that this proposal was initiated in August 2014 and has still not been materialized.
- v. As far as rejection of tender is concerned, FD has no objection to the proposal of the department in the light of Para 20.4.3.2 of CPWD Works Manual which provides that tenders having variation of 10% over justified cost should not be accepted.
- vi. The instant tender case as well revision of estimate, which has been foreseen by the department and to be prepared following codal provisions, falls in the

competency of Council. As such it is advised to submit the case for approval of competent authority i.e. Council, bringing on record the information w.r.t. para 4 above.

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

Reply of Department to the observations of Finance Department

- i. The estimate for the work was based on the budgetary offer of M/s Bharat Bijlee Ltd. dated 21/04/2012 whereas the justification of rates statement, for assessing the rates of L-1 bidder, was prepared on the basis of current prevailing market rates, as per the provisions of CPWD Works Manual (Clause No. 20.4.3.1). Based on the justification statements, the price quoted by M/s Sales and Service Corporation Ltd. were found beyond the acceptable limit.
- ii. The department has proposed rejection of tender as the rates quoted by L-1 firm have been found beyond 10% of the justified rates, evaluated on current prevailing market rates, which is in accordance with clause 20.4.3.1 of CPWD Works Manual-2014.
- iii. Tenders called in the first call were opened on 12/03/2015. However none of the participating firm met the eligibility criteria as prescribed in the NIT in first two calls and tender was recalled third time.
- iv. The estimate was prepared on the basis of budgetary offer of M/s Bharat Bijlee Ltd. dated 21/04/2012. The justification of rates statement, was prepared as per the budgetary offer of M/s Bharat Bijlee Ltd. dated 25/08/2015. Rates being dynamic & governed by market forces of demand, supply, cost of raw material, labour, taxes, duties etc, the variation is due to the rates prevailing at the relevant times when the two budgetary offers were taken from the market. Transformer is still required, as in the absence of this transformer, the load is being shared by the other transformers in the system, thus leaving less flexibility.
- v. Matter of Record, rejection of tender is as per para 20.4.3.2 of CPWD Works Manual-2014.
- vi. The case is being submitted for approval of Council and required information w.r.t. Para 4, as advised by Finance department, has been duly brought on record, as detailed above.
8. Legal Implication on the Subject:  
NIL
9. Details of previous Council Resolution  
Item No. 18 (B-IV) dated 09/07/2014
10. Comments of Law Department  
NIL
11. Certification by the Department

It is certified that all Central Vigilance Commission (CVC) guidelines have been followed while processing the tender case.

12. Recommendations of the Department

The case may be placed before the council to reject the tender of M/s Sales and Service Corporation amounting to ₹ 2,74,50,000/- for the work of "Supply of 16/20 MVA 66/11KV Power Transformer for 66KV ESS Vidyut Bhawan including its Testing, erection & Commissioning as the same is beyond the permissible limit (10%) of acceptance w.r.t. justified cost of ₹ 2,30,16,051/- and to accord Approval - In - Principle, to prepare detailed estimate on current market prices and revision of estimate, if needed be done at the time of seeking approval from the Council, based on the tendered rates of L-1 firm.

13. Draft Resolution

Resolved by the Council that approval is accorded to reject the tender of M/s Sales and Service Corporation amounting to ₹ 2,74,50,000/- for the work of "Supply of 16/20 MVA 66/11KV Power Transformer for 66KV ESS Vidyut Bhawan including its Testing, erection & Commissioning as the same is beyond the permissible limit (10%) of acceptance w.r.t. justified cost of ₹ 2,30,16,051/- and to accord Approval - In - Principle, to prepare detailed estimate on current market prices and revision of estimate, if needed be done at the time of seeking approval from the Council, based on the tendered rates of L-1 firm.

COUNCIL'S DECISION

Resolved by the Council that approval is accorded to reject the tender of M/s Sales and Service Corporation amounting to ₹ 2,74,50,000/- for the work of "Supply of 16/20 MVA 66/11KV Power Transformer for 66KV ESS Vidyut Bhawan including its Testing, erection & Commissioning, as the same is beyond the permissible limit (10%) of acceptance w.r.t. justified cost of ₹ 2,30,16,051/- and to accord Approval - In - Principle, to prepare detailed estimate on current market prices and revision of estimate, if needed be done at the time of seeking approval from the Council, based on the tendered rates of L-1 firm.

The Council resolved to authorize the Chairperson in future to cancel the tenders in such circumstances.

1  
DEEPAK KOHLI  
Jt. Director (Coord/CS/CR Cell),  
NDMC, New Delhi

ITEM NO. 19 (B-04)

Copy of Res. No. 19 (B-04)  
of  
Council Ordinary Meeting  
Date 27-06-2016

1. Name of work : Replacement of two nos., 33/11KV, 16/20 MVA Power transformers installed at various Electric sub-station of NDMC area.

S.H: Supply, Installation, testing and commissioning of 33/11 KV, 16/20 MVA Power transformers installed at ESS Mandi House and ESS Shahjahan Road.

Tender I.D. No.: 2016\_NDMC\_96552\_1

(Rejection of tender)

2. Name of Department

Electricity Department-II

3. Brief History of the proposal.

A/A & E/S for the replacement of two old 33KV power transformers, one at ESS Mandi House and other at ESS Shahjahan Road, was accorded by council, vide Resolution no. Item No. 5(B-10) on 27.08.2014 & consequently e-tenders were invited for the work. However as on the first call of tender, none of the participating firms, was found eligible, the tender was recalled. On the second call, offers from three firms were received and on technical evaluation, only one firm M/s Sales and Service Corporation was found eligible. Price bid of the eligible firm was opened on 11/04/2016.

The rates quoted by the firm were compared with justified cost, which was prepared on the basis of current prevailing market rates and rates of the firm were found beyond the prescribed limit of acceptance i.e. 10% of the justified cost & accordingly case processed for rejection of tender.

4. Detailed proposal of the subject

Council vide Resolution no. Item No. 5 (B-10) dated 27/08/2014 has given Administrative Approval and Expenditure sanction for "Replacement of two nos. 33/11 KV Power transformers installed at ESS Mandi House and ESS Shahjahan Road of NDMC area".

Accordingly e-tenders were called, vide Tender ID no. 2015\_NDMC\_78543\_1 with due date of opening 06/04/2015.

Three firms participated in the tender namely:

1. M/s RMS Automation System Ltd.
2. M/s Schneider Electric Infrastructure Ltd.
3. M/s Sales & Service Corporation

After scrutiny of documents, none of the firm was found eligible & therefore the tender was dropped and recalled after relaxing NIT condition vide Tender ID No. 2016\_NDMC\_96552\_1 with due date of opening 03/02/2016.

In second call three firms participated, as detailed below:

1. M/s Sales and Service Corporation

R4376/LEG-II  
08/08/16

2/1778/SECF  
12/08/16

SECF-II  
S2

SECF-I  
A  
08/08/16

2. M/s Schneider Electric Infrastructure Ltd.
3. M/s Mohini Electricals Ltd.

Out of these three firms, only one firm i.e. M/s Sales and Service Corporation was found eligible. Price bid of the only one eligible firm i.e. M/s Sales and Service Corporation was opened on 11/04/2016.

The rates quoted by M/s Sales and Service Corporation, amounting to ₹ 5,46,64,000/- were compared with justified cost, prepared on the basis of current prevailing market rates and rates of the firm were found beyond the prescribed limit of acceptance i.e. 10% of the justified cost.

In view of above, case was submitted to 'FD' with the recommendation to drop the tender & to accord Approval - In - Principle to prepare detailed estimate on current market price and revision of estimate, if needed would be done at the time of seeking approval from the Council, based on the tendered rates of L-1 firm.

5. Financial Implications

NIL

6. Implementation Schedule

NIL

7. Comments of the Finance Department

(Note of Dy. F.A.-III dated 26/05/2016 vide diary no. 867/Finance/R-elect dated 26/05/2016)

- i. A/A & E/S amounting to ₹ 2,60,14,262/- for the work was accorded by Council vide Resolution No. 5 (B-10) dated 27/08/2014. This is second call of tender and rates received by lone responsive bidder, M/s Sales and Service Corporation (out of three participated) as ₹ 5,46,64,000/- has been worked out by the department as 104.93% above the estimated cost of ₹ 2,66,74,264/- and 25.08% above the justified cost of ₹ 4,37,04,284/-.
- ii. The proposal of the department is for accord of approval in Principle to reject the tender and after reviewing detail estimate on current marker rates, for placing the case before the Council for seeking approval based on the tender rates of L-1 firm.
- iii. The record reveals that the A/A & E/S was accorded on 27/08/2014 and the tenders were recalled (first call) in April 2015 by the department when three firms participated but no one met the eligibility criteria as stipulated in NIT.
- iv. From the note of the department it is not clear as to why such variation between the estimated cost, tender cost and justified cost has occurred which needs to be brought on record also looking if it is due to price escalation due to taking long time in inviting tenders or other reasons. The department also needs to reassess their requirement whether the proposed supply of transformers is still required or otherwise, since record reveals that this proposal was initiated in September 2014 and has still not been materialized.
- v. As far as rejection of tender is concerned, FD has no objection to the proposal of the department in the light of Para 20.4.3.2 of CPWD Works Manual which provides that tenders having variation of 10% over justified cost should not be accepted.
- vi. The instant tender case as well revision of estimate, which has been foreseen by the department and to be prepared following codal provisions, falls in the competency of Council. As such it is advised to submit the case for approval of

competent authority i.e. Council, bringing on record the information w.r.t. para 4 above.

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

Reply of Department to the observations of Finance Department:-

- i. The estimate for the work was based on the budgetary offer of M/s Crompton Greaves Ltd. dated 23/07/2012 whereas the justification of rates statement, for assessing the rates of L-1 bidder, was prepared on the basis of current prevailing market rates, as per the provisions of CPWD Works Manual (Clause No. 20.4.3.1). Based on the justification statements, the price quoted by M/s Sales and Service Corporation Ltd. were found beyond the acceptable limit.
- ii. The department has proposed rejection of tender as the rates quoted by L-1 firm have been found beyond 10% of the justified rates, evaluated on current prevailing market rates, which is in accordance with clause 20.4.3.1 of CPWD Works Manual-2014
- iii. Tenders called in the first call were opened on 06/04/2015. However none of the participating firm met the eligibility criteria as prescribed in the NIT and tender was recalled.
- iv. The estimate was prepared on the basis of budgetary offer of M/s Crompton Greaves Ltd. dated 23/07/2012. The justification of rates statement was prepared as per the budgetary offer of M/s Bharat Bijlee Ltd. dated 25/08/2015. Rates being dynamic & governed by market forces of demand, supply, cost of raw material, labour, taxes, duties etc, the variation is due to the rates prevailing at the relevant times when the two budgetary offers were taken from the market. Transformers are still required, as in the absence of these transformers, the load is being shared by the other transformers in the system, thus leaving less flexibility.
- v. Matter of Record, rejection of tender is as per para 20.4.3.2 of CPWD Works Manual-2014.
- vi. The case is being submitted for approval of Council and required information w.r.t. Para 4, as advised by Finance department, has been duly brought on record, as detailed above.

8. Legal Implication on the Subject:

NIL

9. Details of previous Council Resolution

Item No. 5 (B-10) dated 27/08/2014

10. Comments of Law Department

NIL

11. Certification by the Department

It is certified that all Central Vigilance Commission (CVC) guidelines have been followed while processing the tender case.

12. Recommendations of the Department

The case may be placed before the council to reject the tender of M/s Sales and Service Corporation amounting to ₹ 5,46,64,000/- for the work of "Replacement of two nos., 33/11KV, 16/20 MVA Power transformers installed at various Electric sub-station of NDMC area S.H: Supply, Installation, testing and commissioning of 33/11 KV, 16/20 MVA Power transformers installed at ESS Mandi House and ESS Shahjahan Road" as the same is beyond the permissible limit (10%) of acceptance w.r.t. justified cost of ₹.4,37,04,284/- and to accord Approval - In - Principle, to prepare detailed estimate on current market prices and revision of estimate, if needed be done at the time of seeking approval from the Council, based on the tendered rates of L-1 firm.


13. Draft Resolution

Resolved by the Council that approval is accorded to reject the tender of M/s Sales and Service Corporation amounting to ₹ 5,46,64,000/- for the work of "Replacement of two nos., 33/11KV, 16/20 MVA Power transformers installed at various Electric sub-station of NDMC area S.H: Supply, Installation, testing and commissioning of 33/11 KV, 16/20 MVA Power transformers installed at ESS Mandi House and ESS Shahjahan Road" as the same is beyond the permissible limit (10%) of acceptance w.r.t. justified cost of ₹.4,37,04,284/- and to accord Approval - In - Principle, to prepare detailed estimate on current market prices and revision of estimate, if needed be done at the time of seeking approval from the Council, based on the tendered rates of L-1 firm.

COUNCIL'S DECISION

Resolved by the Council that approval is accorded to reject the tender of M/s Sales and Service Corporation amounting to ₹5,46,64,000/- for the work of "Replacement of two nos., 33/11KV, 16/20 MVA Power transformers installed at various Electric sub-station of NDMC area S.H: Supply, Installation, testing and commissioning of 33/11 KV, 16/20 MVA Power transformers installed at ESS Mandi House and ESS Shahjahan Road" as the same is beyond the permissible limit (10%) of acceptance w.r.t. justified cost of ₹.4,37,04,284/- and to accord Approval - In - Principle, to prepare detailed estimate on current market prices and revision of estimate, if needed be done at the time of seeking approval from the Council, based on the tendered rates of L-1 firm.

The Council resolved to authorize the Chairperson in future to cancel the tenders in such circumstances.

  
DEEPAK KOHLI  
Jt. Director (Coord/CS/QR Cell),  
NDMC, New Delhi

Copy of Reso. No. 10(B-25)  
of  
Council's Ordinary Meeting  
Dated 16/01/2017

**ITEM NO. 10 (B-25)****1. Name of Work**

Annual Maintenance Contract for 518 Nos H.T. Panels, Areva make in NDMC area.

**2. Name of the Department**

Electricity Department-II

**3. Brief history of the Proposal**

Electric supply system of PM House, Parliament House, North Block, South Block, RML Hospital, Kalawati Hospital, AIIMS, Shastri Bhawan, Krishi Bhawan, Parliament Library, Embassies, Residences of VVIP's etc. in NDMC area is being fed through 11 KV sub-stations comprising Five hundred eighteen (518) 11 KV, VCB Panels of "AREVA" make as detailed hereunder:-

| Sr. No. | Description of item             | Make  | Quantity | Year of commission | Date of expiring warranty                 |
|---------|---------------------------------|-------|----------|--------------------|---|
| 1.      | 11KV, H.T VCB panels Areva make | Areva | 518      | 2008 to 2011       | Warranty Period of one year already over. |

These panels are specialized equipments and in house expertise for critical servicing & health checks of these panels is not available. Initially being new, no major problems were faced & no major expenditure incurred in the last 5-6 years after the lapse of warrantee period, however with ageing, now these panels have started giving trouble, needing regular checking, servicing & health checkup. Being specialized equipments & for proper upkeep, timely preventive maintenance including repairing, overhauling & servicing of these panels, is required from the Original Equipment Manufacturer (OEM) to ensure reliability and continuity of electric supply.

These panels are not included in IPDS or any other scheme for replacement.

**4. Detailed proposal on the subject**

As per provisions of section 16.9 of CPWD works Manual-2014, for the maintenance of specialized E&M system by manufacturer, the Original Equipment Manufacturer (OEM), M/s Schneider Electric Infrastructure Ltd., after inspection of all 518 Areva make 11KV HT panels installed in various sub-stations submitted budgetary offer for the Annual Maintenance Contract (AMC), of H.T panels with their Control & Relay Panels, as under:-

**Scope of Work:-**

- Preventive Maintenance (Servicing)**

*Preventive maintenance shall be carried out once in a year on 259 nos breakers, Customer representative shall accompany our engineer/ team during preventive maintenance visit to site and shall arrange necessary shutdown of the equipment and access to the site after discharge through earthing equipment.*

- Breakdown maintenance**

*SEIL Service Engineer/Technician shall visit as and when required to attend to breakdowns reported on equipments covered under this contracts. For the equipments Preventive Maintenance is done, breakdown maintenance/ support is free for one year from the date of preventive maintenance.*

The response time to site will be as soon as possible and within 24 hours from the time of call registered subject to call registration between 9 Am to 8 PM on any working days.

However, if call is registered beyond the defined working hours or on Holidays/ Govt. Holiday/ National Holidays, then response time to site will be as soon as possible and within 48 hours from the time of call registered.

Customer representative shall accompany our engineer/ team during breakdown maintenance visit to site and shall arrange necessary shutdown of the equipment and access to the site. Any technical or non technical manpower support, tools and other items like ladder or tower wagon required by Schneider Electric Engineer during breakdown maintenance shall be arranged by Customer (NDMC).

### Scope of Preventive Maintenance

| <b>Scope of Work</b> |  |  |   |
|----------------------|--|--|---|
| <b>Sr. No.</b>       | <b>Equipment</b>                       | <b>Scope of Work Description</b>   | <b>List of Tests</b>  |
| <b>MV Panels</b>     |  |  |   |
| a.                   | Vaccum Circuit Breaker                 | Check auxiliary supply and control voltage.  | Measurement of contact resistance (by millivolt drop test or with digital micrometer) |
|                      |  | Physical checking of Breakers.   | Breaker Operation Test both Manually and Electrically (5 Operations each.)            |
|                      |  | Check fixed and moving contacts.   | Measurement of IR values.   |
|                      |  | Check close & trip coil  | Check earth continuity  |
|                      |  | Clean the breaker compartment thoroughly   | HV Test in open & close condition with suitable HV Kit for both 6.6 & 36V CBs.        |
|                      |  | Lubricate the breakers if necessary.   | Closing & Opening Timing Test for all three poles.                                    |
|                      |  | Apply grease/ petroleum jelly on required part   | IR Test with megger.  |
|                      |  | Check spring charging motor.   |   |
|                      |  | Do physical verification of any wear & tear in the breaker and rectify it, if possible |   |
|                      |  | Physical checking of Epoxy Housing.  |   |
| b.                   | Protection & control panel maintenance | Check auxiliary supply and control voltage.  | Current Transformer   |
|                      |  | Check control and power fuses/ indication lamps.                                       | Insulation resistance test.   |
|                      |  | Check the space heater.  | Ratio Test by Primary Injection   |
|                      |  | Check close & trip coil  | Knee point voltage test for PS class CT   |
|                      |  | Checking of control circuit & tighten the connections if any.                          | Potential Transformer   |
|                      |  | Tests on Current Transformer   | Ratio Test by Primary Injection   |

|    |                              |   |   |
|----|------------------------------|---|---|
|    |                              | <i>Testing on Relays</i>  | <i>Polarity Test</i>  |
|    |                              | <i>Functional Verification of Individual feeder</i>   | <i>Relay Testing</i>  |
|    |                              | <i>Simulation test for under Voltage tripping of related feeder (e.g. motor feeder, capacitor feeder)</i>   | <i>Pick-up and operating time check.</i>  |
|    |                              |   | <i>Display Test</i>   |
| c. | <i>H.T. Panel (Vertical)</i> | <i>Check the space heater</i>   | <i>R Test</i>   |
|    |                              | <i>Clean the breaker compartment thoroughly</i>   | <i>Contact resistance test (this will be done without opening of busbar insulation - H.T tape &amp; compound)</i> |
|    |                              | <i>Clean the Cable chamber &amp; Panel outside</i>  |   |
|    |                              | <i>Apply grease/ petroleum jelly on required parts</i>  |   |
|    |                              | <i>Check shutter operation</i>  |   |
|    |                              | <i>Apply grease/ petroleum jelly on required parts.</i>   |   |
|    |                              | <i>Check shutter operation</i>  |   |
|    |                              | <i>Check tightness of circuit &amp; earth connections. Test insulation resistance.</i>  |   |
|    |                              | <i>Check busbar support insulators.</i>   |   |
|    |                              | <i>Alignment checks of VCB for proper rack-in &amp; rack out.</i>   |   |
|    |                              | <i>Alignment of panel doors for breaker chamber, LV chamber &amp; Rear door (to the extent possible)</i>  |   |
|    |                              | <i>Check of limit switches, control cable conduit</i>   |   |
|    |                              | <i>Phase barrier setting in cable chamber (to the extent possible)</i>  |   |
|    |                              | <i>Check condition of painted surfaces, condition of structure, door, wiring, instruments, relays, power isolating contacts and auxiliary isolating contract.</i>   |   |
|    |                              | <i>Checking of all indicating instruments, cleaning &amp; lubrication of moving parts, tightening of nuts &amp; bolts, checking of trolley wheels alignment during insertion.</i>                         |   |
|    |                              | <i>Scrutiny of Log Book, Recording the number of fault trappings, maximum loads of this feeder in last three months any comments from operators regarding performance and difficulties faces by them.</i> |   |

| <b>Annexure C – Commercial Terms and Conditions – LTMC</b> |   |   |
|--|---|---|
| 1  | <b>DEFINITIONS</b>  | In this context, "Contractor" shall mean Schneider Electric Infrastructure Limited.   |
| 2  | <b>Scope</b>  | As per Annexure A & B   |
| 3  | <b>Prices</b>   | Prices shall be as per the attached Annexure- D-Price Schedule  |
| 4  | <b>Taxes</b>  | The quoted prices are exclusive of service tax. The rate of service tax is @ 15%, or applicable at the time of invoicing, Modvet benefit is feasible on service portion of contract. No WCT TDS to be deducted since there is no material involved and hence no applicability of VAT.   |
| 5  | <b>Statutory Price Variation</b>                                  | The offer is subject to Statutory Price Variation. Any variation of taxes and duties and or imposition of any fresh taxes and duties during the contractual period shall be extra as applicable.  |
| 6  | <b>Terms of Payment</b>   | <p>Payment terms of the purchase order / contract price shall be in accordance with below terms and conditions:</p> <p><b>Payment</b><br/>100% Payment to be cleared within 15 days completion of work on Pro rata monthly basis. Bills will be submitted on monthly basis.</p>   |
| 7  | <b>Duration of Contract</b>                                       | The contract shall be valid for execution for a period of << Two Years >> from Effective date of agreement as per clause no.15  |
| 8  | <b>UNLOADING &amp; STORAGE OF EQUIPMENT</b>                       | Unloading and storage of equipments shall not be in Contractor's scope unless specifically agreed by Contractor in written elsewhere. The Client may however arrange for all the facilities required at site as detailed during detailed engineering.   |
| 9  | <b>Validity</b>   | This offer is valid for your acceptance for a period of 60 days from the date of this offer.  |
| 10   | <b>Facilities to be provided by Customer, without any charges</b> | <ul style="list-style-type: none"> <li>• Procedure for gate pass, safety should be clearly mentioned by Customer before commencement of job.</li> <li>• Engineer in charge as single point contact for shutdown coordination and planning</li> <li>• Site office for the Team shall be provided by Customer, A lockable room for the storage of tools and tackles and other equipment required by Contractor's staff.</li> <li>• Our offer is exclusive of any spare required during maintenance, however we shall furnish a separate proposal for rate spares rate contract</li> </ul>   |
| 11   | <b>Force Majeure</b>  | <p><b>1.General-</b><br/>An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control, of the Party affected, but only if and to the extent that;</p> <p>(i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;</p> <p>(ii) Such Party has given the other Party prompt notice describing such events, the effect thereof and actions being taken.</p> <p>(iii) The following events and circumstances considered as Force Majeure:</p> <p>a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and</p> <p>b) Explosions or fires.</p> <p>(iv) Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;</p> <p>(v) Declaration of the Site as war zone,</p> <p>(vi) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.</p> |

|    |  |   |
|----|--|---|
|    |  | <p>(vii) Interruptions of public transport system</p> <p>3 Indemnification</p> <p>Each Party shall indemnify at all times the Other and hold harmless all directors and employees of the other against any claims, law suits or damages occurring as a results of the award of this contract or due to the operation, maintenance and administration of this contract and against costs and expenses, if any incurred by either Party in connection therein and prejudice to make any recovery.</p>   |
| 12 | <b>Effective Date of the Agreement</b> | <p>The agreement between customer and Schneider Electric Infrastructure Limited regarding LTMC contract for Servicing of Areva make 518 Nos. MV Breakers A/c NDMC New Delhi at Customer Site shall not be effective and the contractual time for completion of repair shall not start running until the following precedent conditions have been satisfied:</p> <p>- Signature of the Agreement between Customer and Schneider Electric Infrastructure Limited. regarding the LTMC contract for Servicing of Areva make 518 Nos. MV Breakers A/c NDMC New Delhi at Customer Site</p>  |
| 13 | <b>Limitation of Liability</b>         | <p>Notwithstanding anything in this Agreement to the contrary and to the extent permitted by applicable law, (a) in no event shall contractor, its officers, directors, employees, agents or sub-contractors be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages, etc. arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability and regardless of whether they have been advised in advance of the possibility of such damages or loss, etc.; and (b) the maximum liability of the contractor for any and all claims, losses, damages, costs and expenses arising from and / or in connection with this Agreement shall not exceed the amounts actually received by the Contractor under this Agreement.</p> |
| 14 | <b>Space</b>                           | <p>NDMC shall provide contractor with reasonable access to its premises for the purpose of allowing contractor to perform its obligations under this Agreement and make available to contractor space in its premises as is reasonably necessary for contractor to perform the Services</p>   |
| 15 | <b>Assignment</b>                      | <p>This Agreement may not be assigned by either party without the prior written consent of the non-assigning party; except that Contractor has the right to assign this Agreement in connection with a merger or other business combination in which Service Provider is not the surviving entity or in connection with any sale of all or substantially all of the capital stock or assets of Contractor. Any attempted assignment in violation of this provision shall be null and void.</p>  |

| Price Schedule   |                        |                            |     |   |                 |                  |
|--|------------------------|----------------------------|-----|---|-----------------|------------------|
| Sr. No.  | Description            | Make                       | Qty | Maintenance Plan  | Unit Rate (INR) | Total Rate (INR) |
| 1  | MV Breakers as per BOM | Schneider Electric (Areva) | 518 | One time Preventive maintenance in a year with Break down support for one year from the date of preventive Maintenance within 48 Hours. |                 |                  |
| 1 (a)  | First Year             |                            | 259 |   | 39,000/-        | 10101000/-       |
| 1 (b)  | Second Year            |                            | 259 |   | 39,000/-        | 10101000/-       |
| Total Ex-Works Amount  |                        |                            |     |   |                 | 2,0202000/-      |
| Service Tax @ 15%  |                        |                            |     |   |                 | 3030300/-        |
| Total Amount with Service Tax  |                        |                            |     |   |                 | 2,32,32,300/-    |
| Amount (in words): Rupees Two Crore Thirty Two Lac Thirty Two Thousand Three Hundred Only. |                        |                            |     |   |                 |                  |

Since certain terms in the offer submitted by M/s Schneider Electric Infrastructure Ltd., needed clarification before acceptance, the same were discussed in the meeting of the standing "Technical Evaluation Sub-committee" on 19.10.2016 & following terms & conditions were agreed as under:-

| <b>Sr. No.</b> | <b>Item</b>  | <b>Recommendation of TEC</b>  |
|----------------|--|---|
| 1.             | Taxes  | Proposal accepted by TEC as per NIT terms & conditions.   |
| 2.             | Statutory Price Variation                                  | Taxes & duties at the time of billing as applicable.  |
| 3.             | Terms of Payment   | Subject to any deduction, payment shall be released within 15/30 days on receipt of the bills in triplicate duly stamped and pre-receipted after satisfactory completion of the work along with the necessary deposit receipt in r/o EPF/ESI for the labour deployed for the said work on quarterly basis with other terms & conditions as per NIT.   |
| 4.             | Duration of contract                                       | Duration of contract will be two years from the date of work order as per standard clause of NIT after issue of LOA.  |
| 5.             | Unloading & storage of equipment                           | Loading, unloading and watch & ward will be under contractors scope, however temporary space for storage will be provided by NDMC (Approx. 10x10 ft. room) or as available (free of cost) during execution of work/till completion of work wherein NDMC shall also have the access during the said contract and contractor does not reserve any rights on the space/property.   |
| 6.             | Validity   | Validity of offer to be got extended by the OEM.  |
| 7.             | Facilities to be provided by customer, without any charges | <ul style="list-style-type: none"> <li>Gate pass if any required will be arranged by NDMC, however safety measures during execution of work may also be adopted by representatives of the firm available at site for the safety of men as well as material.</li> <li>Proposal accepted by TEC.</li> <li>For the site office only the temporary space shall be provided and shall be vacated as and when required</li> </ul> |

|     |  |  |
|-----|--|--|
|     |  | <p>by NDMC.</p> <ul style="list-style-type: none"> <li>Proposal accepted by TEC however the spare parts will be procured as and when required. And rate contract for spares is not to be executed &amp; prices as per the price list need not be freezed.</li> </ul>   |
| 8.  | Force majeure                                | Proposal accepted by TEC.  |
| 9.  | Effective date of the agreement              | Duration of contract will be two years from the date of work order as per standard clause of NIT after issue of LOA.   |
| 10. | Limitation of liability                      | <p>a. NDMC shall not be taken in any court of Law by employees of the contractor on account of losses, non payment etc.</p> <p>b. Proposal accepted by TEC.</p>  |
| 11. | Space  | Temporary space for storage will be provided by NDMC (Approx. 10x10 ft room) or as available (free of cost) during execution of work till completion of work wherein NDMC shall also have the excess during the said contract and contractor does not reserve any rights on the space/property.  |
| 12. | Assignment                                   | Arbitrator shall be appointed by Chairman, NDMC. The arbitration process charges shall be borne by both the parties equally.   |
| 13. | Penalty                                      | <p>Penalty as per standard NIT clause. It is to be defined, how much time period for one HT Panel particular shutdown of a breaker or Complete HT Panel board will take. The same will be mutually decided by NDMC and M/s Schneider Electric Infrastructure Ltd.</p> <p>Penalty will be imposed from the date and time of shutdown of HT Panel/Board. Maximum period of shutdown will be 24 hrs. per panel. Proposal accepted by TEC.</p> |
| 14. | Extension of time                            | Extension of time to be provided without levy of penalty, in case of non availability of shut down from NDMC.  |
| 15. | Warranty                                     | Proposal of M/s Schneider Electric Infrastructure Ltd. accepted by TEC.  |
| 16. | Shut down                                    | Proposal accepted by TEC.  |
| 17. | Performance guarantee                        | PG will be for 2 years and will be released after completion of work. Security will be refunded after guarantee/defect. Liability period is over.  |
| 18. | Repetition of panels                         | <p>In case of breakdown/development of fault in the panels already serviced under AMC and are expiry of warranty period, during the currency of the contract, the panels can be again taken for repairs/ service under the same contract.</p> <p>Respective JEE, AEE &amp; EE will certify the work as per specification of work order.</p>  |
| 19. | Re-commissioning of system after maintenance | Agreed   |
| 20. | Arbitration                                  | Sole arbitrator to be appointed by Chairman, NDMC. And the charges for arbitration process shall be borne by both the parties equally.   |
| 21. | Court jurisdiction                           | Court jurisdiction shall be New Delhi only.  |

|     |                        |  |
|-----|------------------------|--|
| 22. | Security               | Security to be deducted @ 5% from running bills.   |
| 23. | Budget provision       | M/N and M/S Division shall keep respective budget provision for the work against Maintenance Works beyond the norms.   |
| 24. | Agreement              | M/N and M/S Divisions shall execute agreements for their respective work which needs to be mentioned at the time of taking AA & ES of the competent authority. |
| 25. | Work order             | M/N & M/S divisions shall place work orders for their respective works.  |
| 26. | Deviation              | 30% of total nos of panels in M/N & M/S area each respectively.  |
| 27. | Nit terms & conditions | NIT terms & conditions already accepted by the firm will be made part of the respective agreements by M/N & M/S Divisions.                                     |

**Rate Contract for spares of Schneider Make 11KV H.T. Panel**

|    |                       |  |
|----|-----------------------|--|
| 1. | Delivery of spares    | The time limit for supply of spares to be reduced 2 to 3 months.<br><br>The spare parts are not to be procured in advance. Separate supply order for spares, as per site requirement, shall be placed on the firm with due approval of Competent Authority, based on respective latest budgetary offer obtained from the firm. |
| 2. | Procurement of spares | The spare parts will be procured as and when required. And rate contract for spares is not to be executed & prices as per the price list need not be freezed.  |

The firm confirmed the discussions in writing too.

**Justification:**

- Rates quoted by the firm were compared with rates in orders placed in other organizations for similar items & rates quoted by the firm are found lower than the rates awarded in other organization as detailed below:-

| Sr. no. | Description of Item/ work                             | Quoted rates of M/s Schneider Electric (₹) | Justified Rates (₹)  | Remarks   |
|---------|---|--|--|---|
| 1.      | 11 KV HT Panels /MV Breakers as per BOM or equivalent | 39,000.00                                  | (i) 50,000.00<br>(M/s Cairn India Ltd.)<br><br>(ii) 75,000.00<br>(M/s NTPC Ltd.) | The quoted rates of M/s Schneider Electric Infrastructure Ltd. are 22 % below the rates of M/s Cairn India Ltd. and 48 % below the rates of M/s NTPC limited. |

The case was thereafter processed for the concurrence of Finance Department Finance vide Dy. no. 2085/Fin/R-Elect. Dt. 23.12.16, having seen the case, advised the deptt. for obtaining AA & ES from the competent Authority.

## 5. Financial implications

₹ 2,32,32,300/- (Rupees Two Crores Thirty two Lacs Thirty two thousand three Hundred only)

First year : ₹ 1,16,16,150/-

Second Year: ₹ 1,16,16,150/-

## 6. Implementation schedule

24 Months from the date of issuance of work order

(259 Nos panels for the First Year & 259 Nos panels for the second year).

## 7. Comments of the Finance Department

Vide Dy. No. 2085/Finance/R-Elect. dt. 23.12.16, the Finance Deptt. has commented/concurred as under:-

The instant proposal of the department is for AMC for Areva make H.T. Panels in NDMC area. The department has stated that as per section 16.9 under CPWD Works Manual the maintenance of specialize system should be done by or through the OEM's and their Authorized representatives only for better upkeep and proper maintenance of system. M/s Schneider Electric Infrastructure Ltd. is the OEM for Areva make panels installed in NDMC Electrical system. The department has also stated that M/s Schneider Electric Infrastructure Ltd. who is OEM has given the certification that M/s Schneider Electric Infrastructure Ltd. has quoted price for LTMC (Long Term Maintenance Contract) of own make 11KV switchgear panels to NDMC at minimum possible rates as per scope given in their offer and also confirm that they have not given less than this rate to any government/semi-government customer for such type job/scope and placed in the file at page no.62(F/B).TEC of the department has been stated accepted justification of rates.

Keeping in view information furnished by the department and subject to correctness of data, the department may process their proposal for obtaining A/A & E/S amounting to ₹ 2,32,32,300/- inclusive of taxes & duties from the competent authority i.e. Council for the AMC of 518 Nos. (in two years of period) Areva Make H.T. Panels installed in M/N & M/S area of NDMC; from the OEM M/s Schneider Electric Infrastructure Ltd. who is the OEM for Areva make panels.

However, while processing the case for obtaining approval of the competent authority, it may be ensured and certified by the department that (i) the proposed estimate has not been inflated in terms of rates and quantity, as well as no undue benefits have been given to the contractor/OEM, (ii) the items of the proposed estimate, have not been considered in the estimate of any other work or in the estimate of A/R & M/O of any of the Division/Department, (iii) no liability will be incurred before availability of sufficient funds under relevant COA, and (iv) Department may record the reasons for not freezing the rates of the spare parts from the OEM firm, and ensure that there no huge amount involved /economical to NDMC.

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

Department ensures & certifies that:-

- (i) The proposed estimate has not been inflated in terms of rates and quantity, as well as no undue benefits have been given to the contractor/ OEM.
- (ii) The items of the proposed estimate have not been considered in the estimate of any other work or in the estimate of A/R & M/O of any of the Division/ department.
- (iii) No liability will be incurred before availability of sufficient funds under relevant COA.

- (iv) Department is of the opinion that requirement of spares would get reduced due to timely maintenance of the panel by the OEM. Prices of spares required would be subject to justification of rates at the relevant time.

The spare parts are not to be procured in advance. Separate supply order for spares, as per site requirement, shall be placed on the firm with due approval of Competent Authority, based on respective latest budgetary offer obtained from the firm. The spare parts will be procured as and when required. Rate contract for spares is not to be executed & prices as per the price list need not be freezed, as recommended by TEC.

**Observations of Chairman on the draft agenda-**

**Dated 03.01.2017**

*Details prepared in tabular form may be added suitably in the Agenda*

**Reply of the department to the observations of Chairman**

*Following contents of the table have been added under para-3 of the draft agenda.*

| <b>Sr. No.</b> | <b>Description of item</b>      | <b>Make</b> | <b>Quantity</b> | <b>Year of commission</b> | <b>Date of expiring warranty</b>          |
|----------------|---------------------------------|-------------|-----------------|---------------------------|---|
| 1.             | 11KV, H.T VCB panels Areva make | Areva       | 518             | 2008 to 2011              | Warranty Period of one year already over. |

*These panels are specialized equipments and in house expertise for critical servicing & health checks of these panels is not available. Initially being new, no major problems were faced & no major expenditure incurred in the last 5-6 years after the lapse of warrantee period, however with ageing, now these panels have started giving trouble, needing regular checking, servicing & health checkup.*

**9. Details of previous Council Resolutions**

NIL

**10. Comments of the Law Department**

No Legal observations in the Draft Agenda to be placed before the Council regarding Annual Maintenance Contract (AMC) of 518 "Areva Make" H.T. Panels, however department may ensure that facts and figures mentioned there in are correct and are as per approval of Competent authority, and also ensure the same will serve their purpose, technically checked/ examined from technical point of view & nothing adverse is noted by the concerned department and CVC guidelines are adhered to.

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

Department ensures & certifies that:-

- All the facts and figures mentioned here-in are correct to the best of our knowledge and are being submitted for the approval of the Competent Authority.
- To the best of our knowledge the same will serve the purpose.
- To the best of our knowledge it has been technically checked/ examined from technical point of view & nothing adverse is noted by the concerned department.
- It is certified that all CVC guidelines have been followed while processing the case to the best of our knowledge.

**11. Certification by the department**

It is certified that all CVC guidelines have been followed while processing the case to the best of our knowledge.

**12. Recommendations of the Department**

The case be placed before the council for according A/A & E/S for ₹ 2,32,32,300/- (inclusive of taxes & duties) for the Annual Maintenance Contract (AMC) of 518 "Areva Make" H.T. Panels, installed in M/N & M/S area of NDMC & award the work of AMC to the OEM M/s Schneider Electric Infrastructure Ltd., for Areva Make H.T panels @ ₹ 39,000/- per panel + Service Tax @15% (or as applicable at the time of billing/invoicing) amounting to ₹ 2,32,32,300/- for total 518nos. Panels (259 nos panels for 1st year and balance 259 nos. panels for 2nd year), as per the agreed terms & conditions (Detailed at serial. no. 4 as above). Approval of Council is also sought for placing the order in anticipation of the approval of minutes of the Council Meeting.

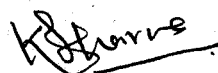
**13. Draft Resolution**

Approval of the Council is accorded for A/A & E/S of ₹ 2,32,32,300/- (inclusive of taxes & duties) for the Annual Maintenance Contract (AMC) of 518 "Areva Make" H.T. Panels, installed in M/N & M/S area of NDMC & to award the work of AMC to the OEM M/s Schneider Electric Infrastructure Ltd., for Areva Make H.T panels @ ₹ 39,000/- per panel + Service Tax @15% (or as applicable at the time of billing/invoicing) amounting to ₹ 2,32,32,300/- for total 518nos. Panels (259 nos panels for 1st year and balance 259 nos. panels for 2nd year), as per the agreed terms & conditions (Detailed at serial. no. 4 as above). Approval is also accorded for placing the order in anticipation of the approval of minutes of the Council Meeting.

**COUNCIL'S DECISION**

Resolved by the Council to accord administrative approval and expenditure sanction to the estimate ₹2,32,32,300/- (Rs. Two Crore Thirty Two Lakhs Thirty Two Thousand and Three Hundred only) (inclusive of taxes & duties) for the Annual Maintenance Contract (AMC) of 518 "Areva Make" H.T. Panels, installed in M/N & M/S area of NDMC & to award the work of AMC to the OEM M/s Schneider Electric Infrastructure Ltd., for Areva Make H.T panels @ ₹ 39,000/- per panel + Service Tax @15% (or as applicable at the time of billing/invoicing) amounting to ₹2,32,32,300/- for total 518nos. Panels (259 nos panels for 1st year and balance 259 nos. panels for 2nd year), as per the agreed terms & conditions (Detailed at serial. no. 4 of the preamble).

The Council further resolved that performance of vendor shall be monitored by a committee headed by Chief Engineer (Electric-II), NDMC and one official from QCTA Division, NDMC.

  
**Secretary**  
 New Delhi Municipal Council  
 Palka Kendra, New Delhi

**ITEM NO. 11 (A-53)**

Copy of Reso. No. 11(A-53)  
 of  
 Council, Ordinary Meeting  
 Dated 16/01/2017

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

Construction of New Charak Palika Hospital at Moti Bagh, New Delhi.

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

C-I Division (Civil Engineering Department)

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

Since the last few years the existing infrastructure and facility at Charak Palika Hospital (CPH) have been proving to be quite inadequate to cater to the aspirations of Public that visit the CPH for treatment. As such there is an urgent need for up-gradation of existing structure as well as introduction of latest facilities which are required now-a-days in the CPH. Keeping this in consideration a proposal for up-gradation was mooted due to non-viability of existing building for vertical expansion and inadequacy of vacant land for required horizontal expansion, and the up-gradation and inadequate adjoining area to existing building to support the proposed up-gradation of CPH, construction of extension of CPH at Moti Bagh at the place of existing Veterinary Hospital after merging the existing plot of the school building has been proposed/planned.

**4. Detailed Proposal on the Subject/Project.**

A composite estimate for C/o New Hospital at Moti Bagh has been prepared for the building Ground Floor plus 06 storey with 03 basements and an Administrative Block for Ground plus 03 storey. The basement will be used for car parking and Radiology Services, Laundry Service area, Fire, HVAC, B.M.S. and Medical Record Room etc. The total area of the land is 12406 Sqm. The ground coverage is 24.86 % against 30% permissible and FAR 157.47% against 200. The proposed car parking is approx. is 445 ECS.

The Preliminary Estimate costing Rs. 278.50 Crores includes Civil works, Electrical works, Horticulture works, Fire Fighting Works, Medical & Non-Medical furniture, ESI & EPF, Green building, Quality Assurance, Service Tax, Consultancy Fee, Labour Cess, Work Cost Tax and reserve price of the existing building.

## (a) DETAILED DESCRIPTION OF THE BUILDING:-

| S.No. | Description              | Area in SQM. |
|-------|--------------------------|--------------|
| 01    | Site Area                | 12406.00     |
|       | <b>PERMISSIBLE</b>       |              |
| 01    | Ground coverage (30%)    | 3721.80      |
| 02    | FAR (200)                | 24812.00     |
| 03    | Height                   | 31m          |
| 04    | PERM. GREEN AREA (15%)   | 1860.90      |
|       | <b>PROPOSED</b>          |              |
| 01    | Ground Coverage (24.86%) | 3531.686     |
| 02    | Ground Floor Area        | 3487         |
| 03    | First Floor Area         | 2800         |
| 04    | Second Floor Area        | 2800         |
| 05    | Third Floor Area         | 2778         |
| 06    | Fourth Floor Area        | 2148         |
| 07    | Fifth Floor Area         | 2148         |
| 08    | Sixth Floor Area         | 2168         |
| 09    | Basements                | 12627        |
| 10    | Terrace                  | 906          |
| 11    | HT + GAS MANIFOLD        | 301          |
|       | Total Area               | 32163        |
|       | <b>FAR</b>               |              |
| 01    | Proposed FAR             | 157.47 %     |
| 02    | Height                   | 29.55m       |

## 5. Financial implications of the proposed project.

The total cost of the project worked out Rs. 278.50 crores

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

1. Detailed Estimate approval : 4 weeks from the date of approval of Preliminary Estimate
2. NIT approval : 10 days from approval of Detailed Estimate
3. Tender floating & Opening : 3 weeks after approval of NIT
4. Award of work : 3 months after opening of Tender (Tentatively May, 17)

5. Completion : 124 weeks from the date of the award of the work

**7. Final comments of the Finance Department on the subject with diary No. 2146 & Date 14.12.16**

Finance Department has recommended to put up the estimate on priority in upcoming Council Meeting for consideration and approval after ensuring the following:-

1. The proposal of the Department is for construction of new Charak Palika Hospital at Moti Bagh, New Delhi after demolition of existing Veterinary Hospital and Primary School at Moti Bagh. PE has been prepared for Rs.278.50 Crore on the basis of PAR 2012 +7% cost index + market rates, duly checked by Planning Division at Page-43/N. The Department has stated that the DPR has been accepted by Medical and Civil Engineering Department. The breakup of the estimate is as under: -

|  |   |                                   |
|--|---|-----------------------------------|
| Civil Works  | - | Rs.1,21,89,39,275/-               |
| Electric & fire-works                                | - | Rs...41,31,59,700/-               |
| Horticulture works                                   | - | Rs...13,24,63,638/-               |
| Non-Medical furniture                                | - | Rs.....3,70,00,000/-              |
| Medical Equipments                                   | - | Rs...58,10,91,900/-               |
| Misc. Expenses                                       | - | Rs...40,17,50,394/-               |
| (Contingencies, taxes & Levies & quality assurances) |   |                                   |
|  |   | <b><u>Rs.2,78,61,60,973/-</u></b> |

2. MOUD has already concurred the proposal of NDMC for amalgamation of both the plot of Veterinary Hospital and Primary School where the new hospital has to be constructed.
3. Council has already accorded approval for appointment of Consultant vide Resolution no. 14(A-31) dated 14.01.2011 for construction of New Hospital at Moti Bagh, New Delhi.
4. It has been stated that the hospital building is G+6 having capacity of 200 + bedded.
5. Provision for Civil, Electrical, medical equipments, Non-medical furniture etc. have been taken into consideration while preparing the estimate as per details brought out by Planning Division at page 41-43/N.
6. The Department has stated that the Survey Report in respect of demolition of existing building and its Reserve Price is being processed separately for seeking approval of the Council.
7. Clarifying to the observations of the Finance Department, Department has stated that DPR has been prepared by the Consultant who has been appointed with the approval of the Council vide Resolution no. 14(A-31) dated 14.01.2011.

In view of recommendation of the CE(C-I) stating that estimate is to be scrutinized on priority to be placed in upcoming Council meeting, Department may process its PE amounting to Rs.278.50 Crores as checked by Planning Division at Page-43/N for consideration and approval of the Council. However while placing the case in the Council, Department may bring on record/ensure the following:-

- a) Sufficiency of funds under the proposed CoA 35-412-40-0-25 needs to be ensured, before incurring any liability as only Rs.5 Crores exists in BE 2016-17.
- b) Ensure and certify that proposal has been prepared on the basis of PAR and cost index applicable as per extent rules/orders and there will be no need of revised A/A & E/S after receiving the detailed drawings and structural drawings approved by the Competent Authority.
- c) May clarify whether it would be a composite work or respective Departments will separately invite tenders and execute their work.
- d) Component of fire has not been found in the estimate. It needs to be ensured that same has been taken in the estimate in order to get NOC from Delhi Fire Service.
- e) Status of approval/NOC from different Department, i.e., DUAC/DDA/ Fire/AAI etc., if required, may be brought on record.
- f) The Department may also apprise the Council estimated construction cost/per Sq.ft and justification for the same w.r.t. present market cost looking into the fact that the land cost is not included in estimate.

All the above suggestions have been considered and replied in the main file.

**8. Legal implication of the project.**

No legal issues are involved in the project.

**9. Details of previous Council Resolutions, existing law of Parliament and Assembly on the subject/Project:**

Nil

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

Nil

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

Certified that all relevant CVC Guidelines have been followed.

**12. Recommendations:**

- i. Recommended for A&ES amounting to Rs. 278.50 crores.
- ii. To allow the department to put up DE/NIT in anticipation of approval of minutes of the Council Meeting.

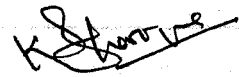
- iii. As the proposal/estimate for medical equipments and hospital furniture is already submitted by Dir(MS), hence, Dir(MS) may ensure that all such equipments and furniture are arranged in time for which separate amount of Rs. 61.0 crores. are kept in this estimate.
- iv. The existing building of Vety. Hospital shall only be demolished after shifting of the same at alternate site for which construction activities are being taken up by SE(BM-III) separately.

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

Resolved by the Council to accord administrative approval and expenditure sanction amounting to ₹278.50 crore and to allow the department to put up DE/NIT, in anticipation of confirmation of minutes of the this Council Meeting.

The Council further resolved that the existing building of Veterinary Hospital shall only be demolished after shifting of the same at an alternate site, for which construction activities are being taken up by the Civil Engineering -II Department separately.

The Council also resolved that simultaneously NDMC shall send a proposal to the Ministry of Health and Family Welfare, Government of India to establish and operate the proposed new Charak Palika Hospital in collaboration with NDMC.

  
**Secretary**  
**New Delhi Municipal Council**  
**Palika Kendra, New Delhi**

Copy of Reso. No. 12(A-54)  
of  
Council's Ordinary Meeting  
Dated 16.01.2017

**ITEM NO. 12 (A-54)****1. NAME OF SUBJECT/PROJECT**

**Sub:** Up-gradation of playground in various school of NDMC.

**Sub- Head:** Preparation of basket ball, Volley Ball and other playing courts in NDMC School.

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

Civil Engineering Department-II EE (BM-II) Division

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

Administrative approval and expenditure sanction for Rs.4,21,83,200/- has been accorded by Council vide resolution No. 13(A-36) dated 02.03.2016 (**Annexure A**) (**See pages 137-139**) to meet the expenditure to be incurred for up-gradation of playground in various schools in NDMC area.

After due procedure, tenders were invited. In first call of tender, four agencies participated in the tendering process namely: -

- (i) M/s. Great Sports Infra Pvt. Ltd.
- (ii) M/s. Shiv Naresh Sports Pvt. Ltd.
- (iii) M/s. Ramarapu Marketing Pvt. Ltd.
- (iv) M/s. R.K. Jain & Sons HSPL

Since only one agency is technically qualified & hence due to first call of tender, the tender is rejected & recalled. Thereafter the work experience required in the NIT was reviewed by the Technical Evaluation Sub-Committee and accordingly as per recommendation of the Technical Evaluation Sub-Committee NIT was modified and Tender was recalled.

In the 2<sup>nd</sup> call of tender four agencies have participated namely: -

- (i) M/s. Great Sports Infra Pvt. Ltd.
- (ii) M/s. Ramarapu Marketing Pvt. Ltd.
- (iii) M/s. Shiv Naresh Sports Pvt. Ltd.
- (iv) M/s. Advances Technologies LLP

But only one agency was found technically qualified for opening of financial bid & hence financial bid was not opened & tender was recalled 3<sup>rd</sup> time after modifying the eligibility criteria for better competition.

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

In the 3<sup>rd</sup> call of tenders were invited by fixing the date of receipt of tenders through e-procurement system as 02.11.2016. At the time of opening of technical bid on e-procurement system on 02.11.2016 at 4.30pm three bidders were found uploaded their tenders as per detail given below:

- 1. M/s. Great Sports Infra Pvt. Ltd.
- 2. M/s. Ramarapu Marketing Pvt. Ltd.
- 3. M/s. Advance Sports Technologies LLP.

Thereafter Technical evaluation committee meeting was held on 17.11.16 at 1.00 PM to evaluate the technical bids submitted by the agencies. On evaluating the technical bids by Technical Evaluation Committee it was revealed that only one agency i.e. M/s. Advance Sports Technologies LLP is meeting the laid down

eligibility criteria & qualified for opening of financial bid. Since it is third call offender & hence it was decided by Technical Evaluation Committee to open the financial bid **(Annexure B) (See pages 140-142).**

Accordingly, financial bid of M/s. Advance Sports Technologies LLP has quoted Rs.4,32,61,200/- which is @ 6.49% above the estimated cost of Rs.4,06,22,641/-. Justification based on current market rate was prepared duly checked by planning works out to @ 6.67% above the estimated cost of Rs.4,06,22,641/-. The quoted rates are @0.16% below the justified cost & recommended for acceptance. The case was forwarded to Finance Department for their concurrence. Finance Department vide their Diary No.2144/Finance/R-Civil dated 13.12.2016 has seen the case & recommended for award of work to the lowest agency.

As desired the case was apprised to Chairman NDMC and it was opined to retendering the case **(Annexure C) (See pages 143-144).**

**5. FINANCIAL IMPLICATIONS OF THE PROPOSAL PROJECT/SUBJECT**

Rejection of tender – no financial implication

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

Six months from the date of award of the work.

**7. FINAL COMMENTS OF THE FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NO. & DATE.**

The case in respect of rejection of the tender received in third call and splitting up of the case into two parts was examined in Finance Department vide Diary No. 2262/finance/R-Civil dated 26.12.2016 with the following remarks:-

1. The case in r/o award of work to L-1 in response to 3<sup>rd</sup> call of tenders for execution of subject work was received on 06.12.2016 and examined in Finance Department as at NP-94/97.
2. As may be seen from NP-98/99, in response to HOD meeting on 05.12.2016, Department simultaneously submitted the case brief to Chairman and it was directed by Chairman that since nature of work is being done first time and amount is high, the Department should re-tender giving wide publicity and 14 days' time.
3. The Department has accordingly proposed at NP-104/105 for rejection of the tender. It is also proposed to re-call the tender after splitting into two parts.
4. Draft Agendum to be placed before Council for accord of approval to proposal as at SL-12.
5. The Department may in the first instance bring on record reasons for splitting up the work and justify the same.
6. The two parts into which work is proposed to be split may also be detailed.
7. Draft Agendum may be reframed accordingly.

8. Vide Reso. No. 19(B-04) dated 27.06.2016, Council has given powers to Chairman to reject tenders where rates are beyond permissible limits of 10% only. Instant proposal be placed before Council.

**8. LEGAL IMPLICATION OF THE SUBJECT/PROJECT**

No legal implication is involved.

**9. DETAIL OF PREVIOUS COUNCIL RESOLUTION EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THE SUBJECT.**

Resolve by the Council for administrative approval and expenditure sanction for Rs.4,21,83,200/- vide resolution No. 13(A-36) dated 02.03.2016.

**10. FINAL COMMENTS OF THE LAW DEPARTMENT ON THE SUBJECT / PROJECT**

This case has no legal issue, however this is a case of rejection of tenders, department is to process his case as per approval of the Competent Authority i.e. Chairman, NDMC.

**11. CLARIFICATION BY THE DEPARTMENT THAT ALL CENTRAL VIGILANCE COMMISSION (CVC) GUIDELINES HAVE BEEN FOLLOWED WHILE PROCESSING THE CASE.**

Certified that all CVC guidelines have been followed.

**12. RECOMMENDATION**

- (i) The tender received in 3<sup>rd</sup> Call. Since the nature of work is being done first time hence for better competitive rates the same is placed before Council for rejection & re-call.
- (ii) Permission to take further necessary action in anticipation of confirmation of minutes.

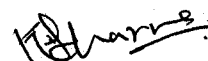
**13. DRAFT RESOLUTION**

- (i) Resolved by the Council that approval is accorded to reject the tender of M/s. Advanced Sports Technologies LLP their tendered rates of Rs.4,32,61,200/- which is 6.49% above estimated cost of Rs.4,06,22,641/- and 0.16% below justified cost & re-call the tender.
- (ii) Permission granted.

**COUNCIL'S DECISION**

The Council resolved to reject the tender of M/s. Advanced Sports Technologies LLP at tendered rates of ₹.4,32,61,200/- which is 6.49% above estimated cost of ₹.4,06,22,641/- and 0.16% below justified cost, being a single tender.

The Council further resolved that the concerned Department should re-call the tender.



**Secretary**  
New Delhi Municipal Council  
Palika Kendra, New Delhi

11-522/DA(BMII)  
11/5/16

ITEM NO. 13 (A-36)

Copy of Reso. No. 13 (A-36)  
of  
Councils Ordinary Meeting  
Dated 02/03/16

Annexure - A.

1905  
4/5/16

1. NAME OF SUBJECT/ PROJECT:-

Subject:- Up-gradation of playground in various schools of NDMC.  
Sub-Head : Preparation of Basket ball, volley ball and other playing courts in NDMC Schools.

2. NAME OF THE DEPARTMENT / DEPARTMENT CONCERNED:-

Civil Engineering Department-II EE(BM-II) Division.

3. BRIEF HISTORY OF THE PROJECT :-

A meeting was held on dated 11.08.2015 in the chamber of Chairperson, NDMC regarding sports facility for children. Accordingly a presentation to upgrade schools playground was fixed in council room for the same (Copy enclosed annexure 'A' See pages 85 - 89). on the basis of presentation the Preliminary Estimate for Rs. 4,21,83,200/- based on DSR-2014+ Market Rate including ESI + EPF + 3% contingencies was prepared to cover the probable cost of above mentioned work.

4. DETAILED PROPOSAL ON THE SUBJECT / PROJECT:-

The proposal is framed for up-gradation of playgrounds in various schools of NDMC. The various schools playground were being constructed in the period 1970-85. Proposed Modern playgrounds are designed to create opportunities for collaborative play and social interaction a playgrounds were an integral part of urban culture. The schools were selected as per availability of area for provision of facility. The multi play field is to be provided for basked ball, tennis, badminton and yoga. The proposal has been framed with following main provisions survey work of site, making contour map on Autocad, preparation and consolidation of sub grade with power road roller of 8 to 12 tonne, Providing and laying at or near factory made kerb stone of M 25, supplying and stacking .53 mm to 22.4 mm size stone aggregate, stone screening 11.2 mm nominal size, Red bajri, Laying, spreading and compacting stone aggregate of specified sizes to WBM, Cement concrete pavement with 1:2:4 and providing and installation of high impact polypropylene inter-locking suspended and modular tile flooring duracourt etc.

5. FINANCIAL IMPLICATIONS OF THE PROPOSAL PROJECT/ SUBJECT

Financial implication of the project is Rs. 4,21,83,200/- as Estimated Cost of the work.

6. IMPLEMENTATION SCHEDULE WITH TIME LIMITS FOR SUCH STAGE INCLUDING INTERNAL PROCESSING

06 Months from the date of award of the work.

7. FINAL COMMENTS OF THE FINANCE DEPTT. ON THE SUBJECT WITH DIARY NO.& DATE

Finance department has concurred in the proposal vide diary No. D-174/finance dt. 02.02.2016 for Rs 4,46,60,500/- and modified P.E. amounting to Rs 4,21,83,200/- vide diary No. D-380/finance dt. 25.2.2016 as under:-

Chairman accorded approval to the proposal for up-gradation of playgrounds at NP-5. The Department has proposed to provide multifunctional playgrounds in 10 schools listed at NP-9. The scope of work includes surveying, testing of soil,

- 138 -

preparation of drawings; preparation of sub base; providing and installation of high impact polypropylene interlocking suspended and modular tile flooring.

While according approval at NP-5, Chairman desired to "move an agenda for Council to lay Policy in this regard". Therefore, Finance Department was of the view that before taking up a new work of this magnitude in ten schools, a policy decision may be taken by the Council so as to ascertain that P.E. is framed within guidelines and Policy approved by the Council. This becomes necessary particularly because it has been observed that there is no available framework of expenditure to be incurred on provision for lighting, toilet facility, boundary, security staff and coaches etc. so as to make the playgrounds fully operations. The instant proposal does not project appropriate estimation of total expenditure likely to be incurred for proposed work. Revenue likely to be generated has also not been worked out. Since a clear picture is not available, it was also advised to take up one school as 'model' for re-development of multifunctional playground. However, Department is of the view that Chairman has accorded approval to taking up the work in ten schools and policy decision is required only w.r.t. making the ground available to neighborhood students in the evening and will be processed by Education Department in due course of time.

As far as Preliminary Estimate amounting to Rs. 4,21,83,200/- concerned, the same has been checked by Planning and recommended by Chief Engineer. The Department clarifying the concerns of Finance Department, may submit its proposal for consideration of Competent Authority, i.e., Council.

**8. LEGAL IMPLICATION OF THE SUBJECT/ PROJECT**

No legal implication is involved.

**9. DETAIL OF PREVIOUS COUNCIL RESOLUTION, EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THE SUBJECT**

NIL

**10. FINAL COMMENTS OF THE LAW DEPARTMENT ON THE SUBJECT/ PROJECT**

No legal implication is involved at this stage as such no comments please.

**11. CERTIFICATIONS BY THE DEPARTMENT THAT ALL CENTRAL VIGILANCE COMMISSION (CVC) GUIDELINES HAVE BEEN FOLLOWED WHILE PROCESSING THE CASE.**

Certified that CVC guidelines have been followed.

**12. RECOMMENDATION.**

The Preliminary estimate amounting to Rs. 4,21,83,200/- in respect of "*Up-gradation of playground in various schools of NDMC. SH : Preparation of Basket ball, volley ball and other playing courts in NDMC Schools*" is recommended and placed before the Council for accord of Administrative Approval and Expenditure Sanctioned. The policy for using these playground by students of neighboring area in the night, will be dealt by the Education Department Separately, while physical up-gradation of proposed playground only after lighting are fixed. Permission may also be accorded to process the case for Technical Sanction, Detailed Estimate & draft NIT in anticipation of confirmation of Minutes of Meeting.

### 13. DRAFT RESOLUTION

Resolved by the Council that Administrative Approval and Expenditure Sanctioned accorded to the estimate amounting to Rs. 4,21,83,200/- (Rupees Four crore twenty one lacs eighty three thousand two hundred Only) for the work of "Up-gradation of playground in various schools of NDMC. SH : Preparation of Basket ball, volley ball and other playing courts in NDMC Schools". Permission is also accorded to process the case for Technical Sanction, Detailed Estimate & Draft NIT in anticipation of confirmation of Minutes of Meeting.

### COUNCIL'S DECISION

Resolved by the Council to accord administrative approval and expenditure sanction to the estimate amounting to Rs.4,21,83,200/- (Rupees Four crore twenty one lacs eighty three thousand two hundred only) for the work of "Up-gradation of playground in various schools of NDMC. SH : Preparation of Basket ball, volley ball and other playing courts in NDMC Schools".

The Council directed that the children of the local community may be allowed to use the playgrounds as a playfield in the evening hours only, subject to condition that there should not be any damage of municipal property, digging etc. In case of any eventuality, the Council authorised the Chairperson for taking a final decision in the matter.

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

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For Secretary  
New Delhi Municipal Council  
Palika Kendra, New Delhi

Sub: Up-gradation of playground in various schools of NDMC.  
SH: Preparation of Basket Ball, Volley Ball and other playing courts in NDMC

Minutes of Technical Evaluation Sub-Committee Meeting

Held in the chamber of C.E.(C-II) on 17.11.2016 at 1.00 PM

A meeting of the technical evaluation committee for evaluating the technical bids of the participating bidders, received against the tender for the above said work, was held in the Chamber of CE(C-II) Room No. 1601, 16<sup>th</sup> Floor, Palika Kendra, New Delhi on 17.11.2016 at 1.00 P.M. when following were present: -

- |                      |   |                |          |
|----------------------|---|----------------|----------|
| 1. Er. Hamvir Singh  | - | CE (C-II)      | in Chair |
| 2. Er. S.A. Khan     | - | SE (BM-III)    |          |
| 3. Er. Ashok Kumar   | - | SE (Planning)  |          |
| 4. Sh. Subhash Kumar | - | A.O. (Works-I) |          |
| 5. Er. Raj Shekhar   | - | E.E. (BM-II)   |          |
| 6. Ms. Binny Setia   | - | A.F.A          |          |
| 7. Sh. S.K.Bhardwaj  | - | A.L.O.         |          |

During the evaluation of the bids it was found that following three bidders have submitted their document on e-tendering system:-

1. M/s Great Sports Infra Pvt. Ltd.
2. M/s Ramarapu Marketing Pvt. Ltd.
3. M/s Advances Technologies LLP

Then their technical bids were opened and some shortcomings were noticed in the technical bids of M/s Ramarapu Marketing Pvt. Ltd. and M/s Great Sports Infra Pvt. Ltd. Accordingly letters bearing Nos. D/3320-22/EE(BM-II)/2016-17 dated 04.11.2016 (Page 234/C) & D/3317-19/EE(BM-II)/2016-17 dated 04.11.2016 (Page 235/C) respectively were issued to both the participating bidders to give them opportunity to fulfill the shortcomings in the technical bids. In response to the letters both the agencies have come forward to submit their documents. The same are placed in the file vide page No. 236/C to Page No.270/C. Accordingly the technical comparative statement was prepared and the same is enclosed. As per scrutiny of the Technical Comparative Statement by the Technical Evaluation Sub-Committee it is observed that:-

### 1. M/s Great Sports Infra Pvt. Ltd.

The agency has furnished the performance certificates amounting to Rs. 3,19,70635/-, Rs. 3,9,95,156/- and Rs. 3,47,95,658/- (Page No.158-160/C) issued by National Games Secretariat, Kerala. But on going through the Letter of Acceptance of these works issued by The Chief Engineer National Games Kerala it reveals that the said Letter of Acceptance was issued in favour of M/s Porplastic Sportbau von Cramm GmbH & Co. KG of Germany (Page 156-157/C) with copy to M/s Great Sports Infra Pvt Ltd. Thus the said Experience certificates were not acceptable. Further the agency has also enclosed the experience certificates amounting to Rs. 4,69,32,517/- issued by Office of Executive Engineer Rural Work Department, work Division Simdega (page 163/C), but not furnished the Letter of Award in this regard. Further the agency was also not able to produce the TDS certificate of the work.

Further, the agency has furnished the experience/performance certificate (Page 187/C) against the work experience required for satisfactorily executing the work of Playfield/Playfields of Volley Ball, Basket Ball, Badminton and Lawn Tennis having total value of Rs. 1.02 Crore. The said certificate was issued by M/s ARKA Educational and Cultural Trust which is a private organization. Therefore, a TDS certificate was sought from the agency for the payment received by them in this regard. But the agency could not furnished the TDS certificates but only furnished the copy of bank statement (Page 238-260/C) which is also in a partly manner. Further from the bank statement, it is also not clear that whether the said payment belongs to the works in question or not. Hence the agency was failed to provide the satisfactory documents in support of their work experiences. It is also stated here that even the document furnished by C.A. of the agency also does not indicate about the TDS deducted from the work or payment received of the work in question.

Thus keeping in view the above the agency i.e. M/s Great Sports Infra Pvt Ltd not fulfilling the Technical Eligibility Criteria laid down in the NIT. Hence the agency not qualified for opening of their Financial Bid.

### 2. M/s Ramarapu Marketing Pvt. Ltd.

The agency has furnished the Letter of intent amounting to Rs. 3.00 Crore issued by M/s NPS International School (Page 128/c) and Rs. 1.92 Crore issued by M/s K.K.Educational and Charitable Trust (Page 133/C). But on going through the technical documents uploaded by the agency as well as the documents given by the agency in response to the letter of the division it reveals that the agency had failed to produce the experience certificate as well



- 88 - 109 - 142 -

TDS certificates against these works. Hence the agency not qualified for opening of their Financial Bid.

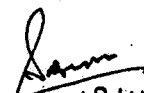
### 3. M/s Advances Technologies LLP

The agency has furnished the works experience amounting to Rs. 2,96,59,500/- issued by Manipal Industrial development Corporation Limited (Page 19/C) The said work was completed by the agency in the month of April 2016. Thus by adding the enhancement @ 7% upto 30.9.2016 the experience comes out to Rs. 3,28,46,413/-. Further the agency also furnished the experience certificates for satisfactorily executing the work of Playfield/Playfields of Volley Ball, Basket Ball, Badminton and Lawn Tennis having total value of Rs. 1.02 Crore vide page 23/- (Rs.62.00Lacs) and page 33/C (Rs.61.76 Lacs) amounting to Rs. 123.76 Lacs. Thus the agency fulfills the technical eligibility criteria as per NIT.

In view of above only one agency i.e M/s Advances Technologies LLP is qualified for opening their financial bid. It is also pertinent to mention here that it is a third call of tender and no proper response in received is subsequent tendering process. Moreover substantial amount in involved in advertisement of the subsequent tender. Further the works is also very important and urgent nature.

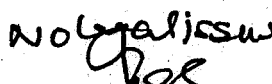
Keeping in view the above facts the Technical Evaluation Sub-Committee recommends for opening the single financial bid of M/s Advances Technologies LLP the case be processed for acceptance of single tender.

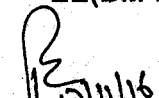
  
(Er. Ashok Kumar)  
SE (Planning)

  
(Er. S.A.Khan)  
SE(BM-II)

  
(Er. Raj Shekhar)  
EE(BM-II)

  
(Binny Setia)  
Assistant FA

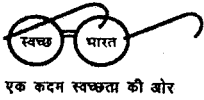
  
(S. K. Bhardwaj)  
ALO

  
(Subhash Kumar)  
Sr. AO(W-I)

  
(Hamvir Singh)  
CE(C-II)



नई दिल्ली नगरपालिका परिषद्  
न० दि० न० पा० प०  
**N. D. M. C.**



Sub: Up-gradation of playground in various school of NDMC. -143-

SH:- Preparation of Basket Ball, Volley Ball and other playing courts in NDMC School.

Annexure - c

As desired by the Chairman, NDMC during HOD meeting held on 05.12.2016, the details of the above cited case is given here as under:-

It was decided during the meeting held in the chamber of Chairman, NDMC to upgrade sports facility in various NDMC Schools. Accordingly a presentation was made in the Council room for approval of the concept and the material to be used for up gradation of the School facility. Initially following 10 Schools were identified for provision of multiplying field as per the space requirement.

1. N.P. Co. Ed. School, Moti Bagh
2. Navyug School, North West Moti Bagh
3. N.P. Co. Ed. School, Laxmi Bai Nagar
4. N.P. Co. Ed. School, Ansari Nagar
5. N.P. Co. Ed. School, Lodhi Estate
6. N.P. Bengali School, Gole Market
7. N.P. Co. Ed. School, Havlock Square
8. N.P. Co. Ed. School, Lodhi Road
9. Navyug School, Sarojini Nagar
10. Navyug School, Lodhi Road

Thereafter an estimate amounting to Rs. 4,21,83,200/- was framed to obtain A/A & E/S of the competent authority with following items:-

- a) Modular flooring FIBA certified open top design high impact PP (Polypropylene) suspended floor tiles.
- b) Providing and laying at or near ground level factory made kerb stone of M25 grade cement concrete in position to the required line, level and curvature.

A/A & E/S amounting to Rs. 4,21,83,200/- was accorded by Council vide item No. 13(A-36) dated 02.03.2016, the tenders were invited after obtaining requisite approval and as per the laid down procedure.

Subsequently an inspection has been carried out by Secretary NDMC alongwith Dir(Edu.) and other officers of NDMC, wherein it was decided to upgrade following Schools alongwith scope of work in view of the redevelopment of Sarojini Nagar, Netaji Nagar and Nauroji Nagar and the status of football fields.

1. N.P. Co. Ed. School -II, Moti Bagh  
Multipurpose playground alongwith seating arrangement.
2. Navyug School, North West, Moti Bagh  
Multipurpose playground alongwith seating arrangement
3. N.P. Co. Ed. School, Laxmi Bai Nagar  
Multipurpose playground alongwith seating arrangement

2/300/2016 (S.A. 111)  
06/12/16

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4. N.P. Co. Ed. School, Ansari Nagar  
Multipurpose playground alongwith seating arrangement
5. N.P. Co. Ed. School, Lodhi Estate  
Multipurpose playground without seating arrangement
6. N.P. Bengali School, Gole Market  
Multipurpose playground alongwith seating arrangement
7. N.P. Co. Ed. School, Bapu Dham  
Provision of playing field as per availability of space
8. N.P. Boys school, Mandir Marg  
Provision of playing field as per availability of space
9. N.P. Co. Ed. School kitchner Road  
Provision of playing field as per availability of space
10. N.P. Co. Ed. School, A.P.J. Abul Kalam Road(Aurangzeb Road)  
Provision of playing field as per availability of space

No. 4893/PS/CPI/120  
Dated 8/12/16

5032  
6/12/16  
13/12

R/300/SE(BM-III)  
14/12/2016

In first two calls of tender due to poor response financial bids were not opened as per the decision of Technical evaluation Sub-Committee.

In the 3<sup>rd</sup> call of the tender three agencies were participated. During the meeting of technical evaluation Sub-committee it was again revealed that only one agency i.e. M/s. Advanced sport Technologies LLP is technically qualified for opening of financial bid. Keeping in view the 3<sup>rd</sup> call & urgency of work it was decided to open the financial bid of single eligible agency. Single agency has quoted their rates as Rs. 4,32,61,200/- which is 6.49% above of the estimated cost of Rs. 4,06,22,641/- and is 0.16% below the justified cost. The case was sent to finance department for their scrutiny & concurrence. The finance department raised some observations which were replied & the case is being scrutinized in finance department.

Submitted please.

Secretary's Office  
No. 8241  
Dated 7/12/16

for information. 6/12/16  
CE(C-II)  
Secretary  
07/12/16

(Er. S.A. Khan)  
SE (BM-III)  
06.12.2016

CE(BM-II)  
San  
14/12/16

- Unsupervised.
- i) Amount is high.
  - ii) Nature of work is being done first time.
  - iii) Retender - Give work publicly - give 14 days time.
- CE(C-II)  
07/12/16  
SEC(BM)III  
11/12/16  
13/12/16

**ITEM NO. 13-A (G-07)****1 Name of the Subject/Project:**

Revision of water tariff in NDMC area

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

Commercial Department

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

The issue of charges for the supply of water derives its force from section 64 of NDMC Act, 1994. The said section is re-produced as under:-

"Charge for supply of water – (1) A charge shall be levied for the water supplied to any land or building by measurement at such rate as shall from time to time be prescribed by the Council in the behalf.

The Council may prescribe such conditions as it may think fit regarding the use of the water and regarding the charges to be paid for water consumed whilst a meter is out of order or under repair.

Provided that no condition prescribed under this sub-section shall be inconsistent with this Act or with any bye-law made there under.

Any sum payable by a person, who is charged for water supplied, and not paid when it becomes due shall be recoverable as an arrear of tax under this Act.

In prescribing charges for water supplied by measurement under sub-section (1), it shall be lawful for the Council to prescribe different rates in respect of different classes of lands and buildings."

Vide resolution No. 03(x) of the Council dated 25.09.1998 NDMC had taken the decision that NDMC will adopt the tariff on the analogy of Delhi Jal Board. Delhi Jal Board (DJB) in exercise of powers conferred u/s 55 of the Delhi Water Board Act, 1998 revised tariff w.e.f. 14.08.2015. The water tariff in NDMC area was last enhanced w.e.f 01/09/2015 vide resolution No. 18(G-02) dt. 24.07.2015. The Council meeting No 04/2016-17 was held on 17.08.2016 and had resolved that a committee consisting of members be constituted to examine the matter and its report be placed before the council at earliest. Accordingly, a meeting was convened in the Council Room on 05/10/2016 at 3.00 PM. . After the detailed discussion, it was unanimously decided:-

- 1) "that the said tariff of DJB may be adopted prospectively from the 1<sup>st</sup> of the month of following the council meeting. The members also agreed that the NDMC water tariff be automatically revised in line with DJB whenever DJB changes its tariff in future, which will save time and loss of revenue due to late adoption."
- 2) "that the subsidy for free water upto 20KL to be provided by GNCTD, it was informed that the matter has regularly being taken up with them and the requisite subsidy to NDMC to the consumers will be provided as and when GNCTD extends the subsidy amount. It was further deliberated for providing further subsidy over and above to 20 KL i.e. between 20 KL to 25 KL by NDMC from its funds for consumers in JJ clusters. It was decided to extend a further subsidy of 5 KL only to the consumers in the JJ clusters once the GNCTD provides the fund for subsidy of free water upto 20 KL."

#### 4 Detailed proposal on the subject

A comparative view of water tariff of NDMC and DJB are as under:-

| NEW DELHI MUNICIPAL COUNCIL<br>tariff w.e.f. 01/09/2015   |   |                                |   | DELHI JAL BOARD tariff w.e.f. 14.08.2015  |  |                   |   |
|---|---|--------------------------------|---|---|--|-------------------|---|
| Category-I (Domestic) metered water connections   |   |                                |   | Category-I (Domestic) metered water connections   |  |                   |   |
| Slab<br>(in KI)   | Tariff<br>(in Rs)<br>per KI             | Fixed<br>charg<br>e (in<br>Rs) |   | Slab(in<br>KL)  | Volumetr<br>ic<br>charge<br>(per<br>kilolitre) | Service<br>charge |   |
| 0-10  | 2.47                                    | 73.21                          | Plus<br>sewerage<br>maintena<br>nce<br>charge<br>60% of<br>water<br>volumetri<br>c charge | Upto<br>20  | 4.39   | 146.41            | a)Sewerage<br>maintenanc<br>e charge -<br>60% of<br>water<br>consumptio<br>n charge |
| 10-20   | 3.45                                    | 146.41                         |   | 20 to<br>30   | 21.97  | 219.62            |   |
| 20-30   | 21.97                                   | 219.62                         |   | Above<br>30   | 36.61  | 292.82            | b)Water<br>cess charge<br>- @2 paise<br>per KI                                      |
| 30-40   | 36.61                                   | 292.82                         |   |   |  |                   | c)Late<br>payment<br>surcharge -<br>5% of total<br>bill amount                      |
| >40   | 36.61                                   | 292.82                         |   |   |  |                   |   |
| Mixed use category (Category -1A)<br>Service charge - same as above<br>Rate per KI - Double of above                      |   |                                |   | Mixed use category (Category -1A)<br>Service charge - same as above<br>Rate per KI - Double of above                          |  |                   |   |
| Commercial/Industrial Category<br>(Category -II)<br>Rates for water charges (rupees per<br>KL)<br>Fixed Charges per month |   |                                |   | Commercial/Industrial Category (Category -II)<br>Rates for volumetric charges (rupees per<br>KL)<br>Service Charges per month |  |                   |   |
| Monthly<br>consum<br>ption<br>(kilolitre<br>)   | Volumetric<br>charge (per<br>kilolitre) | Fixed<br>charge (in<br>Rs)     |   | Monthly<br>consumption<br>(kilolitre)   | Volumetric<br>charge (per<br>kilolitre)        | Service<br>charge |   |
| 0-10  | 14.64                                   | 585.64                         |   | 0-06  | 14.64  | 146.41            |   |
| 10-25   | 29.28                                   | 878.46                         |   | 06-15   | 21.96  | 292.82            |   |
| 25-50   | 73.21                                   | 1024.87                        |   | 15-25   | 29.28  | 585.64            |   |
| 50-100  | 117.13                                  | 1171.28                        |   | 25-50   | 73.21  | 1024.87           |   |

|   |        |         |  |        |         |
|---|--------|---------|--|--------|---------|
| >100  | 146.41 | 1317.69 | 50-100   | 117.13 | 1171.28 |
|   |        |         | Above 100  | 146.41 | 1317.69 |
|   |        |         | Sewerage maintenance charge - 60% of water consumption charge<br>Water cess charge - @2 paise per KI<br>Late payment surcharge - 5% of total bill amount   |        |         |
| Govt. Institutions /Office (Category-IIA)   |        |         | (Category-IIA)<br>(Rain water harvesting or waste water recycling)   |        |         |
| For properties having 2000 s.q. yds or more plot size are, rebate applicable will be the same as applicable to the Commercial/Industrial Category-C with a provision of 10% rebate on total bill amount if any of the two services i.e. Rain Water Harvesting and Waste Water Recycling exists in functional form and 15% if both exists, which is required to be certified as functional by the EE(Commercial) |        |         | Category -C consumers having 2000 sq yards or more plot size area, get 10% rebate on total bill amount if any of the two services i.e rain water harvesting or waste water recycling exist in functional form and 15% if both exist. |        |         |
| Sewerage maintenance charge - 60% of water consumption charge<br>Water cess charge - @2 paise per KI<br>Late payment surcharge - 5% of total bill amount  |        |         | Sewerage maintenance charge - 60% of water consumption charge<br>Water cess charge - @2 paise per KI<br>Late payment surcharge - 5% of total bill amount   |        |         |

##### 5 Financial Implication of the proposed project/subject

This will increase Council revenue Rs. 83 Lakh per annum approx.

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

That the said tariff of DJB may be adopted prospectively from the 1<sup>st</sup> of the month of following the council meeting

##### 7 Final Comments of the Finance Department on the subject

##### 8 Legal implication of the subject/project

No legal issue on the subject.

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

Resolution of the council date 25.09.1998, Resolution No. 09(G-08) dt. 29.01.2014, and order of Delhi Jal Board for applicable water tariff w.e.f. 20.03.2015. The water tariff in NDMC area was last enhanced w.e.f 01/09/2015 vide resolution No. 18(G-02) dt. 24.07.2015.

**10 Final Comments of the Law Department on the subject**

No legal issue appears to be involved.

**11 Certification by the Department that all CVC guidelines have been followed while processing the case****12 Recommendations**

- a) The said tariff of DJB may be adopted prospectively from the 1<sup>st</sup> of the month of following the council meeting.
- b) In future NDMC water tariff be automatically revised in line with DJB whenever DJB changes its tariff in future.
- c) The subsidy for free water upto 20KL to be provided by GNCTD, to the consumers will be provided as and when GNCTD extends the subsidy amount. It was decided to extend a further subsidy of 5 KL only to the consumers in the JJ clusters once the GNCTD provides the fund for subsidy of free water upto 20 KL."

**13 Draft Resolution**


- a) The said tariff of DJB may be adopted prospectively from the 1<sup>st</sup> of the month of following the council meeting. (Annexure 'A' See page 149)
- b) In future NDMC water tariff be automatically revised in line with DJB whenever DJB changes its tariff in future."
- c) The subsidy for free water upto 20KL to be provided by GNCTD, to the consumers will be provided as and when GNCTD extends the subsidy amount. It was decided to extend a further subsidy of 5 KL only to the consumers in the JJ clusters once the GNCTD provides the fund for subsidy of free water upto 20 KL."

**COUNCIL'S DECISION**

The Council resolved to accord approval:

- a) to adopt the water tariff of DJB prospectively w.e.f. 01<sup>st</sup> February, 2017.
- b) that in future, NDMC water tariff should be revised in-line with water tariff by DJB, whenever DJB changes water tariff.
- c) to extend the subsidy for free water upto 20KL to the consumers as and when funds in this regard are released by the GNCTD.

The Council further resolved that only in the case of consumers in the JJ clusters, NDMC will subsidise the water supply from more than 20KL upto 25 KL (i.e. 20001 litre to 25000 litre) through bearing the cost of water charges, till the GNCTD provides the subsidy for free water upto 20KL.

  
 For Secretary  
 New Delhi Municipal Council  
 Palika Kendra, New Delhi

- 84 - - 149 -  
- 266 - ANNEXURE A

**DELHI JAL BOARD**

**WATER TARIFF APPLICABLE FROM 14.08.2015**

**CATEGORY- I**

(Domestic Consumers)

Rates for water charges:-

| Monthly Consumption<br>(Kilolitre)                             | Service<br>Charge (Rs.) | Volumetric charge<br>(Per Kilolitre) |
|--|-------------------------|--------------------------------------|
| Up to 20   | 146.41                  | 4.39                                 |
| 20 to 30   | 219.62                  | 21.97                                |
| Above 30   | 292.82                  | 36.61                                |
| Plus Sewer maintenance charge: 60% of water volumetric charge. |                         |                                      |

**CATEGORY- II**

(Commercial / Industrial)

| Monthly Consumption<br>(Kilolitre)                             | Service<br>Charge (Rs.) | Volumetric charge<br>(Per Kilolitre) |
|--|-------------------------|--------------------------------------|
| 00 to 06   | 146.41                  | 14.64                                |
| 06 to 15   | 292.82                  | 21.96                                |
| 15 to 25   | 585.64                  | 29.28                                |
| 25 to 50   | 1024.87                 | 73.21                                |
| 50 to 100  | 1171.28                 | 117.13                               |
| Above 100  | 1317.69                 | 146.41                               |
| Plus Sewer maintenance charge: 60% of water volumetric charge. |                         |                                      |

**CATEGORY- II A**

(Rain water harvesting or waste water recycling)

Category- C consumers having 2000 Sq. yards or more plot size area, get 10% rebate on total bill amount if any of the two services i.e. rain water harvesting or waste water recycling exist in functional form and 15% if both exist.

|                                      |                                   |
|--------------------------------------|-----------------------------------|
| <b>Sewerage Maintenance Charge:-</b> | 60 % of Water Consumption Charge. |
| <b>Water Cess Charge: -</b>          | @ 2 Paise Per Kl.                 |
| <b>Late Payment Surcharge: -</b>     | 5% of total bill amount.          |

**Free Water Scheme:-**

In case of domestic consumers having functional water meter, if consumption is up to 20 KL per month then it is covered under free water scheme.

1 Kilolitre = 1000 Liter

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Copy of Reso. No. **13-B(K-06)**  
 of  
 Council's Ordinary Meeting  
 Dated **16/01/2017**

**ITEM NO. 13-B (K-06)****1. Name of the Subject /Project:**

Enhancement of User Charges etc. of Parks.

**2. Name of Department:**

Welfare Department

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

Welfare Department was dealing with the booking of 75 Parks. However 93 no. of Parks were transferred to NDMC in the year 2010 during the Commonwealth Games as per Policy under GOI. But presently, 70 nos. of parks including 25 nos. of parks in NDMC area are being dealt with by Welfare Department. Some of the Parks like Central Park, Nehru Park, Lodhi Garden etc. are not in Welfare Department. Talkatora Garden has been closed for booking.

An agenda for enhancement of user charges of Parks was placed before the Council in its meeting vide No. 11(K-03) on 17.08.2016. (Annexure 'X' See pages 154-164)

*"The Council resolved that a committee consisting of following members be constituted to examine the matter and its report be placed before the Council at the earliest:-*

|        |                               |   |           |
|--------|-------------------------------|---|-----------|
| (i)    | Sh. Karan Singh Tanwar        | - | Member    |
| (ii)   | Sh. Abdul Rasheed Ansari      | - | Member    |
| (iii)  | Dr. Anita Arya                | - | Member    |
| (iv)   | Sh. B.S. Bhati                | - | Member    |
| (v)    | Sh. Surender Singh            | - | Member    |
| (vi)   | Secretary, NDMC               | - | Member    |
| (vii)  | Financial Advisor, NDMC       | - | Member    |
| (viii) | Director (Horticulture-South) | - | Convener" |

A meeting of the committee constituted was held on 02.12.2016 which was attended by Sh. Abdul Rasheed Ansari, Sh. B.S. Bhati, Secretary, F.A. & Director (Hort.) and after discussion it was decided that the charges for parks be as under:-

**A) For Marriages & other-social functions.**

| Name of Parks/Ground  | Existing Rates                      | Proposed revised rates      | Decision of the committee          |
|---|-------------------------------------|-----------------------------|------------------------------------|
| List of Parks / Grounds in NDMC area provided by Horticulture Department (List enclosed). | User Charges -<br>Rs.3000/- per day | User Charges -<br>Rs.8000/- | User Charges Rs.<br>6000/- Per Day |
|   | Sweeping<br>Rs.1000/-               | Security -<br>Rs.3000/-     |                                    |
|   | Security -<br>Rs.1000/-             |                             | Security Rs.<br>3000/-             |

**B) For Religious Functions**

| Name of Parks/Ground   | Existing Rates  | Proposed revised rates                           | Decision of the committee                                  |
|--|---|--|--|
| All permissible Parks / Grounds provided by Horticulture Department (List enclosed). | User Charges - Rs.1000/- per day<br>Sweeping - Rs.500/-<br>Security - Rs.1000/- | User Charges - Rs.2500/-<br>Security - Rs.2000/- | User Charges Rs. 2000/- Per Day<br><br>Security Rs. 2000/- |
| Sports   | User Charges - Rs. 1500/-<br>Security - Rs.1000                                 | User Charges - Rs. 3000/-<br>Security - Rs.2000  | User Charges Rs. 2500/- Per Day<br>Security Rs. 2000/-     |
| Kriya  | Free of charges.  | Free of charges.                                 | Free of charges  |

4. The Details of procedure & proposal on the subject/project:-

The committee constituted as per Council Resolution No. 12 (K-04) dt. 17/08/2016, decided and recommended as under:-

A) For Marriages & other-social functions.

| Name of Parks/Ground  | Existing Rates   | Proposed revised rates                           | Decision of the committee                                  |
|---|--|--|--|
| List of Parks / Grounds in NDMC area provided by Horticulture Department (List enclosed). | User Charges - Rs.3000/- per day<br>Sweeping - Rs.1000/-<br>Security - Rs.1000/- | User Charges - Rs.8000/-<br>Security - Rs.3000/- | User Charges Rs. 6000/- Per Day<br><br>Security Rs. 3000/- |

B) For Religious Functions

| Name of Parks/Ground   | Existing Rates  | Proposed revised rates                           | Decision of the committee                                  |
|--|---|--|--|
| All permissible Parks / Grounds provided by Horticulture Department (List enclosed). | User Charges - Rs.1000/- per day<br>Sweeping - Rs.500/-<br>Security - Rs.1000/- | User Charges - Rs.2500/-<br>Security - Rs.2000/- | User Charges Rs. 2000/- Per Day<br><br>Security Rs. 2000/- |
| Sports   | User Charges - Rs. 1500/-<br>Security - Rs.1000                                 | User Charges - Rs. 3000/-<br>Security - Rs.2000  | User Charges Rs. 2500/- Per Day<br>Security Rs. 2000/-     |
| Kriya  | Free of charges.  | Free of charges.                                 | Free of charges  |

5. **FINANCIAL IMPLICATIONS OF THE SUBJECT/PROJECT:**

Collection of user charges will increase substantially.

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

The decision will be implemented immediately after confirmation of decision by council.

7. **FINAL COMMENTS OF FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NO. & DATE:**

As detail in the (Annexure 'X' See pages 154 - 164).

8. **LEGAL IMPLICATIONS OF THE SUBJECT/PROJECTS:**

No legal implication.

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

The rates of user charges was decided by the Resolution Reso. No.11(K-03) dt. 17.08.2016 & No.3(Xii) dt. 23.11.2001 enclosed as Annexure 'X' (See pages 154 - 164).

10. **FINAL COMMENTS OF THE LAW DEPARTMENT ON THE SUBJECT/PROJECT:**

No legal issue appears to be involved in the proposed agenda item to be placed before the Council at this stage hence no comments.

11. **CERTIFICATE THAT ALL CENTRAL VIGILANCE COMMISSION'S GUIDELINE HAS BEEN FOLLOWED WHILE PROCESSING THE CASE:**

All Central Vigilance Commission's guidelines have been followed while processing the case.

12. **RECOMMENDATIONS:**

The committee constituted as per Council Resolution No. 12 (K-04) dt. 17/08/2016, decided and recommended as under:-

A) **For Marriages & other-social functions.**

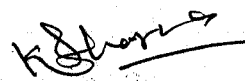
| Name of Parks/Ground  | Existing Rates                   | Proposed revised rates   | Decision of the committee       |
|---|----------------------------------|--------------------------|---------------------------------|
| List of Parks / Grounds in NDMC area provided by Horticulture Department (List enclosed). | User Charges - Rs.3000/- per day | User Charges - Rs.8000/- | User Charges Rs. 6000/- Per Day |
|   | Sweeping Rs.1000/-               | Security Rs.3000/-       |                                 |
|   | Security - Rs.1000/-             |                          | Security Rs. 3000/-             |

B) For Religious Functions

| Name of Parks/Ground   | Existing Rates  | Proposed revised rates                           | Decision of the committee                                  |
|--|---|--|--|
| All permissible Parks / Grounds provided by Horticulture Department (List enclosed). | User Charges - Rs.1000/- per day<br>Sweeping - Rs.500/-<br>Security - Rs.1000/- | User Charges - Rs.2500/-<br>Security - Rs.2000/- | User Charges Rs. 2000/- Per Day<br><br>Security Rs. 2000/- |
| Sports   | User Charges - Rs. 1500/- Security - Rs.1000                                    | User Charges - Rs. 3000/-<br>Security - Rs.2000  | User Charges Rs. 2500/- Per Day<br><br>Security Rs. 2000/- |
| Kriya  | Free of charges.  | Free of charges.                                 | Free of charges  |

COUNCIL'S DECISION

Deferred.

  
 Secretary  
 New Delhi Municipal Council  
 Valika Hendra, New Delhi

ITEM NO. 11 (K-03)

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Copy of Res. No. 11 (K-03)  
of  
Ordinary Meeting  
17/08/16

ANNEXURE X

1. Name of the Subject /Project:  
Enhancement of User Charges etc. of Parks.

2. Name of Department:  
Welfare Department

Dir. (Welfare)

3. Brief History of the Project:

Welfare Department was dealing with the booking of 75 Parks. However 93 no. of Parks were transferred to NDMC in the year 2010 during the Commonwealth Games as per Policy under GOI. But presently, 70 nos. of parks (list enclosed as Annexure I See pages 292 - 295 ) including 25 nos. of parks in NDMC area are being dealt with by Welfare Department. Some of the Parks like Central Park, Nehru Park, Lodhi Garden etc. are not in Welfare Department. Talkatora Garden has been closed for booking.

In view of escalating maintenance cost of Parks/Ground, the expenses incurred over Sanitation, Salary of staff, the enhancement in User Charges are proposed.

4. The Details of procedure & proposal on the subject/project:-

A) For Marriages & other social functions

| Name of Parks/Ground  | Existing Rates   | Proposed revised rates                           | Documents to be submitted.   |
|---|--|--|--|
| List of Parks / Grounds in NDMC area provided by Horticulture Department (List enclosed). | User Charges - Rs.3000/- per day<br>Sweeping - Rs.1000/-<br>Security - Rs.1000/- | User Charges - Rs.8000/-<br>Security - Rs.3000/- | 1. Residents proof like Voter Identity Card/ Adhar Card & CGHS Card.<br>2. Photo ID proof of the Applicant Application signed by office bearer of the society.<br>3. NOC from Residents Welfare Association of Local Area near park situated if RWA not exist applicant submit an undertaking.<br>4. Date of birth proof of Bride/Groom.<br>5. Relationship proof of applicant with bride/groom. |

B) For Religious Functions

| Name of Parks/Ground   | Existing Rates  | Proposed revised rates                           | Documents to be submitted.  |
|--|---|--|---|
| All permissible Parks / Grounds provided by Horticulture Department (List enclosed). | User Charges - Rs.1000/- per day<br>Sweeping - Rs.500/-<br>Security - Rs.1000/- | User Charges - Rs.2500/-<br>Security - Rs.2000/- | 1. Registration certificate of registered organizations/ NGO /RWA/Charitable Trusts.<br>2. Photo ID proof of the Applicant Application signed by office bearer of the society.<br>3. NOC from Residents Welfare Association of Local Area near park situated if RWA not exist |

12.08.2016

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|        |   |   |  |
|--------|---|---|--|
|        |   |   | applicant submit an undertaking.                 |
| Sports | User Charges – Rs. 1500/-<br>Security – Rs.1000 | User Charges – Rs. 3000/-<br>Security – Rs.2000 | As above.  |
| Kriya  | Free of charges.                                | Free of charges.                                | Free of charges for local residents of the area. |

The request for cancellation should be made one month before the date of start of the function. In the event of cancellation of booking the 50% refund will be allowed.

Two & Half times of User Charges and Security Deposit of (A) will be charged for Commercial Function & 1.25 times for functions other than Social Functions.

Preference shall be given to NDMC employees & residents of NDMC area.

**C) Issue of No Objection/damage report after the use of park:**

No objection certificate / damage report be issued within seven working days from the date of function. In case no report received within 7 days from Horticulture Department, it will be presumed that there is no damage and security deposit will be refunded.

**D) Terms & Conditions for the booking of Parks:-**

1. Registration certificate of registered organizations/ NGO /RWA/Charitable Trusts of local area.
2. Booking of parks shall be open on "First Come First Served Basis".
3. No damage is to be done to the grass, trees, shrubs or flowerbeds etc. in the park. In case of damage the charges will be recovered.
4. The holes caused due to erection of the Shamianas, tent etc. in the park be filled up immediately after removal of Shamianas /tents.
5. No rubbish/garbage etc. should be left at the site after the function. Cleaning / Sweeping will be responsibility of the applicant.
6. Prior permission to be obtained from Police Authorities for the use of radio/loud speakers/play of music & parking of vehicles and sufficient space is left for free flow of normal traffic as per directions of the Delhi High Court.
7. No open fire is allowed for cooking.
8. No commercial activities of any kind are allowed in the park without valid permission and in case of violation, the permission granted shall be cancelled including disconnection of electric supply.
9. Permission granted is subject to obtaining a NOC from local/traffic police/Ministry of Home Affairs.
10. The security deposited in the form of demand draft is refundable after obtaining NOC from Horticulture Department.
11. No Electric lights are permissible on trees/shrubs in the garden as per orders of Lt. Governor, Delhi.
12. Mobile generator with acoustic enclosures adhering to the standard for noise & emission as laid down in the Environment (Protection) Rules 1986 only is allowed.
13. The party shall be responsible for making all fire safety arrangements as per requirement of Fire Department.

14. In case of violation of any terms & conditions, the action as per the Council Act shall be taken.
15. NOC from Local Resident Welfare Association should be obtained by the applicant, if RWA existing in that area.
16. After obtaining the NOC from concerned RWA recognized from DOPT by the applicant if RWA is not available / existing in that particular area in that case NDMC will be empowered to book the park without obtaining NOC.
17. Any other condition which the Competent Authority feels to be imposed in the particular/special circumstances.
18. In case of violation in terms & conditions the security deposit will be forfeited besides other legal actions if required.
19. In case of any dispute only Delhi Courts will have jurisdiction.

**5. FINANCIAL IMPLICATIONS OF THE SUBJECT/PROJECT:**

Collection of user charges will increase substantially.

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

The decision will be implemented immediately after confirmation of decision by council.

**7. FINAL COMMENTS OF FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NO. & DATE:**

Finance Department has no objection if the Department processes the case for approval with Competent Authority for placing the Draft Agenda in Council as recommended by Director (Welfare), subject to ensuring that no facility/services of parks/lawns have been left in the Draft Agenda which needs revision. Further, the Draft Agenda may also be got vetted from Law Department and the Department may also certify that the data/computation provided by the department, as detailed in draft agenda, are correct. The Department may explore the possibility of online booking and payment / refund of fees/security deposit to facilitate the citizens. Diary no.1307/Finance dt.10.08.2016.

**8. LEGAL IMPLICATIONS OF THE SUBJECT/PROJECTS:**

No legal implication.

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

The rates of user charges was decided by the Resolution No.3(Xii) dt. 23.11.2001 (Annexure 'II' 296 - 298).

**10. FINAL COMMENTS OF THE LAW DEPARTMENT ON THE SUBJECT/PROJECT:**

No legal issue appears to be involved in the proposed agenda item to be placed before the Council at this stage hence no comments.

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11. CERTIFICATE THAT ALL CENTRAL VIGILANCE COMMISSION'S GUIDELINE HAS BEEN FOLLOWED WHILE PROCESSING THE CASE:

All Central Vigilance Commission's guidelines have been followed while processing the case.

12. RECOMMENDATIONS:

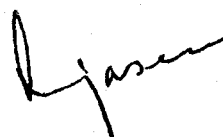
Proposal is submitted before the Council for approval of revision of rates of user charges as proposed at 4A, 4B, 4C & 4D.

13. DRAFT RESOLUTION OF THE COUNCIL:

COUNCIL'S DECISION

The Council resolved that a committee consisting of following members be constituted to examine the matter and its report be placed before the Council at the earliest:

- (i) Sh. Karan Singh Tanwar - Member
- (ii) Sh. Abdul Rasheed Ansari - Member
- (iii) Dr. Anita Arya - Member
- (iv) Sh. B.S. Bhati - Member
- (v) Sh. Surender Singh - Member
- (vi) Secretary, NDMC - Member
- (vii) Financial Advisor, NDMC - Member
- (viii) Director (Horticulture-South) - Convener

  
For Secretary  
New Delhi Municipal Council  
New Delhi

**LIST OF PARKS.**

| S. No.              | Name of Park                                | Location                           |
|---------------------|---|------------------------------------|
| <b>Lodhi Colony</b> |   |                                    |
| 1.                  | Park  | 51 to 53                           |
| 2.                  | DI/A 17 Park                                | Qtr. No. 193 to 208                |
| 3.                  | Park  | Qtr. No. 469 to 488                |
| 4.                  | Park, Block No. 18                          | 325 to 344                         |
| 5.                  | Park East                                   | 337 to 556                         |
| <b>Kidwai Nagar</b> |   |                                    |
| 6.                  | Laxmi Bai Nagar                             | In front of Type-IV Qtr.           |
| 7.                  | Central Park, N. W. Moti Bagh               | Near Ring Road, Moti Bagh          |
| 8.                  | B. C. Park                                  | Sarojini Nagar                     |
| 9.                  | Mandir Wala Park Near Gwalior Pottery       | Sarojini Nagar                     |
| 10.                 | Park attached to Begum Zaidi Mkt. Moti Bagh | C1/18 to C1/26 (Nos)               |
| 11.                 | Pandara Road                                | Park in "A" Block                  |
| 12.                 | Pandara Road                                | Park in "B" Block                  |
| 13.                 | Park Near CGHS Dispensary                   | Sec-II, DIZ Area                   |
| 14.                 | Park near Mother Dairy Booth                | Sector-D, Mandir Marg              |
| 15.                 | Park at Sec-IV                              | Near Block 93 to 100, B.K.G. Marg. |
| 16.                 | Park in front of Block 67 to 68             | Kali Bari Marg                     |
| 17.                 | Park Near DMs Booth                         | Sec-IV, DIZ area                   |
| 18.                 | Park in "H" Block                           | Kali Bari Marg Behind DMS          |
| 19.                 | Park between Block no. 41-42                | Behind DMS Booth, Sec-II, DIZ Area |

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|     |                             |                                  |
|-----|-----------------------------|----------------------------------|
| 20. | Park near Block No. 85      | Sec-I, Gole Market               |
| 21. | Park in front of "H" Block  | DIZ Area                         |
| 22. | Central Park                | Block No. 67 & 68 Kali Bari Marg |
| 23. | DMS Booth Park              | Block 16 to 21, Gole Market      |
| 24. | Park No. 3                  | Block 16 to 21, Gole Market      |
| 25. | Park Sec-II                 | Kali Bari Marg                   |
| 26. | Park Block 101-108          | Kali Bari Marg                   |
| 27. | Tikona Park                 | Gole Market                      |
| 28. | K-Block                     | Clive Square, Gole Market        |
| 29. | Park near 18-19 J-Block     | Kali Bari Marg                   |
| 30. | Albert Square Park          | Gole Market                      |
| 31. | Park Block 16 to 21         | Mandir Marg                      |
| 32. | Park in front of Block 41   | Gole Market                      |
| 33. | Park in front of Block 96   | Gole Market                      |
| 34. | Park Sec-IV                 | Raja Bazar                       |
| 35. | Park Block 16-17            | Gole Market                      |
| 36. | Park Gate No. 1             | Kali Bari Marg                   |
| 37. | Central Park, Hanuman Road. | Kali Bari Marg                   |
| 38. | Park Block 74-77            | Kali Bari Marg                   |
| 39. | In between Block 58-68      | Kali Bari Marg                   |

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|     |                                  |                                   |
|-----|----------------------------------|-----------------------------------|
| 41. | Central Park                     | Tilak Lane                        |
| 42. | M.S. Flats Park                  | Tilak Lane                        |
| 43. | Park between Block no. 8 & 4     | Baba Khadak Singh Marg            |
| 44. | Park Near Block No. 18           | Baba Khadak Singh Marg            |
| 45. | Park in front of Block no. 10    | Near Navyug School, Albert Square |
| 46. | Park between Block No. 1 & 6     | Mandir Marg                       |
| 47. | Bakra Wala Park                  | Albert Square                     |
| 48. | Park D-I Flats                   | Bharti Nagar                      |
| 49. | Park Gate No. 1 & 2              | Ravinder Nagar                    |
| 50. | Park in front of C-1/45          | Bapa Nagar                        |
| 51. | Park in front of C-1/81-83       | Bapa Nagar                        |
| 52. | Open space, nr NDMC Primary Sch. | Bapa Nagar                        |
| 53. | Park opposite D-11/459           | Kaka Nagar                        |

#### Jor Bagh

|     |      |              |
|-----|------|--------------|
| 54. | Park | At IInd      |
| 55. | Park | 110 Avenue   |
| 56. | Park | Opp. 155 No. |

#### Lodhi Road

|     |      |                          |
|-----|------|--------------------------|
| 57. | Park | Attached to Palika Niwas |
|-----|------|--------------------------|

#### Golf Link

|     |      |               |
|-----|------|---------------|
| 58. | Park | Opp. 3-10     |
| 59. | Park | Opp. 16-24    |
| 60. | Park | Opp. Redcross |
| 61. | Park | Opp. 104      |

#### B.K. Dutt Colony

|     |      |         |
|-----|------|---------|
| 62. | Park | H-Block |
|-----|------|---------|

#### Diplomatic Enclave

|     |      |                  |
|-----|------|------------------|
| 63. | Park | E-Block          |
| 64. | Park | C-Block          |
| 65. | Park | Nallah Wala Park |

#### Netaji Nagar

|     |             |                        |
|-----|-------------|------------------------|
| 66. | Jhanda Park | Near Mkt. Central Park |
|-----|-------------|------------------------|

#### Laxmi Bai Nagar

|     |      |                            |
|-----|------|----------------------------|
| 67. | Park | In front of Indira Niketan |
|-----|------|----------------------------|

Bengali Market

68.

Park

Todar Mal Road

69.

Park

Hanuman Road

70.

Side park C-I/16 & C-I Flats

Pandara Park

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ITEM NO 3 (xii)

Copy of Council's Resolution  
No 3 (XII) of ordinary  
Meeting held on 23-11-2021

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Annexure II

ENHANCEMENT OF RATES OF BOOKING CHARGES OF  
PARKS/LAWNS ETC. FOR MARRIAGES/ SHOOTING OF FILM AND  
OTHER FUNCTIONS.

There are 25 Parks, Gardens, Lawns including Park area in Talkatora Garden behind Shan-N-Shah Restaurant in entire NDMC area which are booked for marriages, social, cultural functions only without any commercial activities. Permission for Film Shooting is also granted in the Parks namely Talkatora Garden, Nehru Park, Lodhi Garden, Connaught Place, Sanjay Park and Rajpath Lawns etc. The existing rates of booking charges for these Parks, Gardens, Lawns etc. were last revised about 5 to 6 years back and the need has been felt to revise the charges. A proposal regarding revision of rates of booking charges of various parks/lawns in NDMC area booked for marriages, film shooting & other functions of non-commercial nature is as under:

For marriages & other social functions

| Name of parks/gardens/<br>lawns  | Existing Rates                                      | Proposed revised<br>rates          |
|--|---|------------------------------------|
| 1. Talkatora Garden behind<br>Shan-N-Shah Restaurant is<br>3855 Sq.mtr. & or say 4000<br>Sq.Mtr.   | Booking 3000/-<br>Sweeping 500/-<br>Security 2000/- | 7000/- per day<br>1000/-<br>2000/- |
| 2. Lodi Road, Golf Link,<br>Ravinder Nagar, Bharti Nagar,<br>B.K. Dutt Col., Jor Bagh,<br>Sarojini Nagar, Moti Bagh,<br>Bengali Market, Hanuman<br>Road, Kidwai Nagar etc. | Booking 2000/-<br>Sweeping 500/-<br>Security 1000/- | 3000/- Per day<br>1000/-<br>1000/- |

For Shooting of Films etc.

|  |                                       |                              |
|--|---------------------------------------|------------------------------|
| 3. Lodi Garden, Nehru<br>Park, Talkatora Garden, | Booking 20,000/-<br>Security 20,000/- | 30,000/- Per day<br>20,000/- |
|--|---------------------------------------|------------------------------|

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|  |          |          |                  |
|--|----------|----------|------------------|
| Sanjay Park                            |          |          |                  |
| 4. IndiaGate, Connaught Place & Others | Booking  | 10,000/- | 25,000/- Per day |
|  | Security | 10,000/- | 20,000/-         |
| 5. Roads & Markets others              | Booking  | 10,000/- | 25000/- Per day  |
|  | Security | 10,000/- | 20,000/-         |

For Sports Activities

|                          |                                    |                                 |
|--------------------------|------------------------------------|---------------------------------|
| 6. Cricket ground at TKG | Rs.500/- per day<br>Rs.1000/- S.D. | Rs.1500/- Per day<br>Rs. 1000/- |
|--------------------------|------------------------------------|---------------------------------|

For Religious functions

|   |   |
|---|---|
| 7. All permissible parks  | Booking 1000/- per day<br>Sweeping 500/-        |
| 8. For KRIYA  | Free of charges                                 |
| 9. Cricket ground at TKG<br>Functions of G.O.I. Delhi Govt., Semi Govt., Govt. undertaking etc.(without commercial purpose) | Booking Rs.20,000/- per day<br>S.D. Rs.10,000/- |

It is mentioned that Sports Authority of India is charging Rs.25,000/- per day for marriage at Talkatora Swimming Pool area adjacent to Talkatora Garden whereas the area provided by the NDMC is more than that of S.A.I. and as such the revision proposed appears to be justified.

The proposed revision of rates shall be effective from 1st Jan. 2002 and further revision of rates shall be reconsidered after every two years.

The request for cancellation should be made one month before the date of start of the function. In the event of cancellation of booking, the 50% refund will be allowed. Both the Directors of Hort. Deptt. will be empowered to entertained all such requests.

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Preference shall be given to NDMC employees & resident of NDMC area. Exemption of security deposit for booking of parks for marriage & other functions of NDMC employees and their blood relations shall be allowed on furnishing of necessary undertaking.

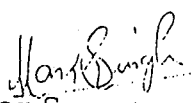
The Chairman has seen the case

DIRECTOR (HORT.) REMARKS:-

The case is laid before the Council for consideration and approval for enhancement of rates of booking charges of Parks/Lawns etc. for marriages/shooting of film and other functions as detailed above w.e.f. 1<sup>st</sup> January, 2002 and further revision of rates shall be reconsidered after every two years.

COUNCIL'S DECISION

Resolved by the Council that enhancement of the rates of booking charges of the parks/lawn for marriage purposes, shooting of film and other Functions w.e.f. 1st January 2002 is approved and further revision of rates shall be reconsidered after every two years. Some areas left due to oversight in the agenda in Column No. 2, page 28 i.e. Diplomatic Enclave, Laxmi Bai Nagar and Netaji Nagar is added.

  
For Secretary  
New Delhi Municipal Council  
New Delhi.

P.A. (H.D.) I

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A

**ITEM NO. 13-C (K-07)**

Copy of Reso. No. **13-C** (K-07)  
 of  
 Council Ordinary Meeting  
 Dated **16/01/2017**

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

Enhancement of User charges etc. of Barat Ghars and Community Centres/Halls.

**3. Name of Department:**

Welfare Department

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

Welfare Department is presently managing 10 Barat Ghars & one Temporary Shadi Ground in NDMC area, which are generally booked for Social functions like Marriage, Ring Ceremony, Reception, Birthday parties & other functions and stay of marriage Guests etc. User charges of Barat Ghars were fixed on the basis of Space & facilities provided from time to time after approval of Council.

There are 07 (Seven) numbers of Barat Ghars, which have been upgraded/renovated with modern amenities/facilities like AC Hall, Split AC in rooms and modern gadgets. These Barat Ghars are Kaka Nagar, Lodhi Road, Khan Market, Laxmi Bai Nagar, Netaji Nagar, Mandir Marg, Sarojini Nagar and one open Temporary Shadi Ground is also being run at Laxmi Bai Nagar.

As per the terms and conditions passed by Council vide Resolution No.16 (K-3) dated 17.10.2007, 18(K-01) dt. 16.06.2010 & 20(K-01) dt. 20.04.2011, the booking of Barat Ghars shall be open for the NDMC employees and residents of NDMC area without any time limit on first come first serve basis. Whereas, the non-residents of NDMC area can book Barat Ghar 90 days in advance from the date of function, after depositing additional fee of Rs.2000/- + Service Tax as applicable & Edn. Cess. It is observed that for maximum utilization of Barat Ghars for the purpose for which they are made and to streamline the procedure for booking of Barat Ghars, it is felt to rationalize the present system. The Barat Ghar can be booked at Welfare Department on Ground Floor (Porta Cabin), Palika Kendra, New Delhi and also online at NDMC Website (www.ndmc.gov.in).

Fifteen Community Centers/Halls are also run by Welfare Department. The rental charges of Community Centers/Halls were last revised vide Council Resolution No. 3(XX) dt.30.10.1999.

An agenda for enhancement of user charges of Barat Ghars & Community Centers was placed before the Council in its meeting vide No.12(K-04) on 17.08.2016. **(Annexure 'X' See Pages 168-181)**

The decision of the council was as under:-

The Council resolved that a committee consisting of following members be constituted to examine the matter and its report be placed before the Council at the earliest:-

|        |                          |   |           |
|--------|--------------------------|---|-----------|
| (i)    | Sh. Karan Singh Tanwar   | - | Member    |
| (ii)   | Sh. Abdul Rasheed Ansari | - | Member    |
| (iii)  | Dr. Anita Arya           | - | Member    |
| (iv)   | Sh. B.S. Bhati           | - | Member    |
| (v)    | Sh. Surender Singh       | - | Member    |
| (vi)   | Secretary, NDMC          | - | Member    |
| (vii)  | Financial Advisor, NDMC  | - | Member    |
| (viii) | Director (Welfare)       | - | Convener" |

A meeting of the committee constituted was held on 14.12.2016 which was attended by all the members and after discussion it was decided that:-

1. *Since NDMC has not added any new facility in the Barat Ghars and the Community Halls since year 2010 (year of earlier revision of rates) therefore there is no need to enhance the user charges of Barat Ghar & Community Centres/ Halls.*
2. *The RMR employee and contractual employee who have completed five years services in NDMC may also be extended 50% concession in the booking of Barat Ghars/ Community Centres.*

**4. The Details procedure/proposal on the subject/project:-**

The committee constituted as per Council Resolution No. 12 (K-04) dt. 17/08/2016, decided and recommended as under:-

1. Since NDMC has not added any new facility in the Barat Ghars and the Community Halls since year 2010 (year of earlier revision of rates) therefore there is no need to enhance the user charges of Barat Ghar & Community Centres/ Halls.
2. The RMR employee and contractual employee who have completed five years services in NDMC may also be extended 50% concession in the booking of Barat Ghars/ Community Centres.

**5. FINANCIAL IMPLICATIONS OF THE SUBJECT/PROJECT:**

The revenue receipt would be marginally affected due to concession to RMR & contractual employees.

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

Not Any.

**7. FINAL COMMENTS OF FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NO. & DATE:**

Not Any.

**8. LEGAL IMPLICATIONS OF THE SUBJECT / PROJECTS:**

No legal implication.

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

The payment user charges were decided by the Resolution No. 20(K-01) dt. 20.04.2011, 18(K-01) dt. 16.06.2010, 25(K-8) dt. 13.02.2008, 16(K-3) dt. 17.10.2007, 3(XX) dt. 30.10.1999 & 12(K-04) dt. 17.08.2016.

**10. FINAL COMMENTS OF THE LAW DEPARTMENT ON THE SUBJECT/PROJECT:**

Not any.

**11. CERTIFICATE THAT ALL CENTRAL VIGILANCE COMMISSION'S GUIDELINE HAS BEEN FOLLOWED WHILE PROCESSING THE CASE:**

All Central Vigilance Commission's guidelines has been followed while processing the case.

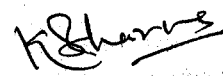
**12. RECOMMENDATIONS:-**

The committee constituted as per Council Resolution No. 12 (K-04) dt. 17/08/2016, decided and recommended as under:-

1. Since NDMC has not added any new facility in the Barat Ghars and the Community Halls since year 2010 (year of earlier revision of rates) therefore there is no need to enhance the user charges of Barat Ghar & Community Centres/ Halls.
2. The RMR employee and contractual employee who have completed five years services in NDMC may also be extended 50% concession in the booking of Barat Ghars/ Community Centres.

**COUNCIL'S DECISION**

Deferred.

  
For Secretary  
New Delhi Municipal Council  
Pallana Mehra, New Delhi

1. Name of the Subject /Project:  
Enhancement of User charges etc. of Barat Ghars and Community Centres/Halls.

2. Name of Department:  
Welfare Department

Dir. (Welfare)

3. Brief History of the Project:

Welfare Department is presently managing 10 Barat Ghars & one Temporary Shadi Ground in NDMC area, which are generally booked for Social functions like Marriage, Ring Ceremony, Reception, Birthday parties & other functions and stay of marriage Guests etc. User charges of Barat Ghars were fixed on the basis of Space & facilities provided from time to time after approval of Council.

There are 07 (Seven) numbers of Barat Ghars, which have been upgraded/renovated with modern amenities/facilities like AC Hall, Split AC in rooms and modern gadgets. These Barat Ghars are Kaka Nagar, Lodhi Road, Khan Market, Laxmi Bai Nagar, Netaji Nagar, Mandir Marg, Sarojini Nagar and one open Temporary Shadi Ground is also being run at Laxmi Bai Nagar.

As per the terms and conditions passed by Council vide Resolution No.16 (K-3) dated 17.10.2007, 18(K-01) dt. 16.06.2010 & 20(K-01) dt. 20.04.2011, the booking of Barat Ghars shall be open for the NDMC employees and residents of NDMC area without any time limit on first come first serve basis. Whereas, the non-residents of NDMC area can book Barat Ghar 90 days in advance from the date of function, after depositing additional fee of Rs.2000/- + Service Tax as applicable & Edn. Cess. It is observed that for maximum utilization of Barat Ghars for the purpose for which they are made and to streamline the procedure for booking of Barat Ghars, it is felt to rationalize the present system. The Barat Ghar can be booked at Welfare Department on Ground Floor (Porta Cabin), Palika Kendra, New Delhi and also online at NDMC Website (www.ndmc.gov.in).

Fifteen Community Centers/Halls are also run by Welfare Department. The rental charges of Community Centers/Halls were last revised vide Council Resolution No. 3(XX) dt.30.10.1999.

In view of escalating maintenance cost of Barat Ghars and expenses incurred over Electricity, Water charges, Sanitation & Salary of staff, the enhancement in User Charges, Electricity Charges & AC Charges are proposed.

Accordingly, a proposal has been worked out giving the gist of the existing system and amendments proposed.

4. A). The Details procedure/proposal on the subject/project:-

| Procedure   | Existing   | Proposed   |
|-------------|--|--|
| Time Period | <p>Booking of Barat Ghars shall be open on first come first serve basis. Time limit for making booking applications will be as follow:-</p> <p>1. NDMC employees, Ex-employees, residents for NDMC area can book Barat Ghars any time subject to availability.</p> | <p>1. NDMC Employees, Ex-Employees, Family Pensioners, Residents of NDMC area can book Barat Ghars any time subject to availability.</p> |

|                     |   |  |
|---------------------|---|--|
|                     | <p>2. Non-residents of the NDMC area can book the Barat Ghars 90 days prior to marriage functions, subject to:</p> <p>a). Clear authentication such requests by Chairman/ Secretary/Member of Council including Vice Chairperson.</p> <p>b) Immediate payment of fee within four days.</p> <p>c) Specific case-to-case relaxation approved by Chairman.</p> <p>d) Additional fee of Rs.2000/- for such cases.</p> <p>3. If outsiders are to be given such accommodation even prior to 90 days, it should not be more than 10 days in a month, and remaining days should be as per normal booking guidelines.</p> <p>4. The period of four days during which the payments are to be made shall be treated as provisional booking period.</p> <p>5. The local Managers/Dy. Managers shall keep a strict watch on any subletting/misuse by anyone including Tentwala's and report such events to headquarters.</p> <p>6. The Barat Ghars shall also be available to retired municipal employees on the same conditions as for the employees in service with the NDMC. This facility would also be available to the employees working with Navyug School or with the Samaj Kalyan Samiti.</p> <p><u>For Other functions</u><br/>Residents of Non-NDMC area can book Barat Ghars for Birthday or Commercial functions etc. 30 days in advance from the date of function.</p> | <p>2. No change.</p> <p>3. No change.</p> <p>4. No change.</p> <p>5. No change.</p> <p>6. No change.</p> <p>No change.</p> |
| Maximum Limit       | Barat Ghars are being booked for 2 days in favour of single party. However, Chairman NDMC is empowered to relax the conditions on his/ her discretions with 10% extra of user charges on each additional day.   | No change.   |
| Utilization purpose | 1. Barat Ghars to be utilized for the purpose of social functions like Marriage & related functions, birthday, Thread Ceremony, and   | 1. No change.  |

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|                         |  |  |
|-------------------------|--|--|
|                         | <p>family get together &amp; family functions, stay of marriage guests etc.</p> <p>2. The Barat Ghar to be also used for holding of exhibitions, seminars etc. particularly for those Barat Ghars which remain unutilized such as Aliganj, Bapu Dham.</p> <p>3. Booking of Barat Ghars is allowed for Kriya Ceremony.</p>  | <p>2. No change.</p> <p>3. No change.</p>  |
| Fees                    | Varies depending on the Barat Ghar being booked. However, at present 7 Barat Ghars are renovated / up gradated. All the Barat Ghars are being booked to single party except Barat Ghar, Laxmi Bai Nagar which is booked as Ground + Mezzanine Floor as single unit & First Floor as another unit.  | No change.   |
| Concession on Booking   | <p>a). 50% concession would be given in user charges and payment of security deposit to NDMC employees, retired NDMC employees, Navyug Schools Education Society &amp; Samaj Kalyan Samiti on production of his/her Identity Card and self undertaking for booking of Barat Ghars duly verified by concerned establishment on other social functions like Ring Ceremony, Engagements, etc. Receptions and other similar family social functions.</p> <p>b). 50% concession of Commercial rent would be allowed for booking (other than marriage) for non-commercial purpose.</p> <p>c). 50% concession of Commercial rent would be allowed for booking other than marriage for holding exhibition, seminars only in case of Barat Ghar, Aliganj and Bapu Dham which remain unutilized.</p> | <p>a). Same except at 50% concession would also be given in user charges and payment of security deposit to Family Pensioners for the Marriage Functions of their son / daughter only on production of his/her Identity Card and self undertaking for booking of Barat Ghars duly verified by concerned establishment.</p> <p>b). No change</p> <p>c). No change</p> |
| Cancellation of Booking | The refund of user charges on the cancellation of booking of the Barat Ghar shall not be made except in very exceptional circumstances which are beyond the control of the person booking the Barat Ghar and such refund shall only be made under the orders of the Chairperson after deducting such amount (which shall not be less than 25%) as the Chairperson may deem fit   | No Change.   |

|                    |  |  |
|--------------------|--|--|
|                    | <p>after consultation with the Finance Department. If due to any reason including security reason, the booking of the Barat Ghar had to be cancelled by the NDMC, the person booking of Barat Ghar had to be offered an alternate Barat Ghar, if available and if it is not available or is not accepted by the person booking the Barat Ghar, 100% refund for the user charges, security deposit and electric consumption charges shall be made.</p> <p>This would be applicable for all the categories of booking.</p> |  |
| Refund of Security | <p>Manager (CS)/ Dy. Manager (CS) of concerned Barat Ghar will be responsible for processing the case for refund of security in respect of all the bookings in the previous month within 15 days for next month, in case there is no damage through NEFT/RTGS.</p>   | <p>Security is refundable after one week from the date of function at Booking Center, Palika Kendra, New Delhi. In case no damages to the building are done, the same DD/PO shall be returned to the user concerned. Any adverse report shall be submitted by Manager/ Dy. Manager(CS) Concerned to Director (Welfare) within seven days after the use of Barat Ghar. The cost of damages as assessed by the concerned J.E. (Civil/Elect./Hort.) would be recovered from the security or from concerned Manager /Dy. Manager(CS), if damage is not reported within seven days to Director (Welfare). The party does not claim the security deposit within one month the same will be returned to the party by registered post.</p> |
| Misc.              | <p>Water Tanker for filling of underground Water Tank of Barat Ghars in case of short supply and no-supply of water may be provided free of charges on the request of Manager (CS)/ Dy. Manager (CS) of Barat Ghar.</p>  | <p>No Change.</p>  |
| Terms & Conditions | <p>-----</p>   | <p>The detailed Terms &amp; Conditions for booking of Barat Ghars &amp; Community Centers are placed at Annexure 'A' &amp; 'B' (See pages 307 - 312).</p>  |

User charges & Security deposit would be increased, keeping in view of present facilities/ amenities and modern gadgets & expenses on maintenance, staff & sanitation etc.

Accordingly, enhancement in user charges is proposed.

## B). Detail of enhanced charges of Barat Ghars.

| Present Charges of upgraded/renovated Barat Ghars |   |              |                     |                  | Proposed Charges & Security Deposit |                       |                  |
|---|---|--------------|---------------------|------------------|-------------------------------------|-----------------------|------------------|
| S. No.  | Name of Barat Ghars                             | User Charges | Electricity Charges | Security Deposit | User Charges                        | Electricity Charges * | Security Deposit |
| 1.  | Laxmi Bai Nagar (G.F. + M.F.)                   | 30000        | 4000                | 25000            | 37500                               | 5000                  | 35000            |
|   | Laxmi Bai Nagar (First Floor)                   | 9000         | 1500                | 10000            | 12000                               | 2500                  | 10000            |
| 2.  | Sarojini Nagar                                  | 15000        | 2500                | 10000            | 20000                               | 3000                  | 15000            |
| 3.  | Moti Bagh                                       | 30000        | 4000                | 15000            | 37500                               | 5000                  | 25000            |
| 4.  | Netaji Nagar                                    | 15000        | 2500                | 7500             | 20000                               | 3000                  | 15000            |
| 5.  | Lodhi Road                                      | 20000        | 2500                | 10000            | 25000                               | 3000                  | 20000            |
| 6.  | Khan Market                                     | 12500        | 2500                | 6500             | 17000                               | 3000                  | 10000            |
| 7.  | Kaka Nagar                                      | 15000        | -                   | 15000            | 20000                               | 3000                  | 20000            |
| 8.  | Mandir Marg (including basement)                | 10000        | 2500                | 5000             | 13000                               | 3000                  | 10000            |
| 9.  | Shadi Ground                                    | 30000        | 2500                | 15000            | 38000                               | 3000                  | 20000            |
| 10.   | Kidwai Nagar (Entire Building) Under Renovation | 5550         | Not renovated       | 4000             | -                                   | ----                  | -                |
| 11.   | Bapu Dham                                       | 3900         | Not renovated       | 4000             | 5000                                | ----                  | 5000             |
| 12.   | Aliganj   | 3900         | Not renovated       | 4000             | 5000                                | ----                  | 5000             |

Service Tax & Edn. Cess will be charged as applicable.

Two & Half times of User Charges and Security Deposit will be charged for Commercial Function & 1.25 times for other social function other than Marriages including religious functions.

\* On revision of electricity charges, electricity charges of Barat Ghar would be proportionally increased keeping in view of percentage increase in the highest slab.

## C). Air Conditioner/Heating Charges.

| Present Cooling & Heating Charges for 24 hours of upgraded/renovated Barat Ghars. |                 |                 | Proposed Cooling & Heating Charges for 24 hours. * * |                 |
|---|-----------------|-----------------|--|-----------------|
| Name of Barat Ghars   | Cooling Charges | Heating Charges | Cooling Charges                                      | Heating Charges |
| Laxmi Bai Nagar (GF + MF)   | 15000           | 10000           | 19000  | 12000           |
| Laxmi Bai Nagar (FF)  | 7000            | 4000            | 9000   | 6000            |
| Sarojini Nagar  | 9000            | 5000            | 11500  | 6500            |
| Moti Bagh   | 13000           | 9500            | 16000  | 11000           |
| Netaji Nagar  | 9000            | 5000            | 11500  | 6500            |
| Lodhi Road  | 9000            | 5000            | 11500  | 6500            |

|                                  |  |      |       |      |
|----------------------------------|--|------|-------|------|
| Khan Market                      | 9000   | 5000 | 11500 | 6500 |
| Kaka Nagar                       | 5000 (for 06 hours)<br>8000/- (for 12 hours)<br>15000 (for 24 hours) | -    | 15000 | -    |
| Mandir Marg (Including Basement) | 9000   | 5000 | 11500 | 6500 |

Cooling & Heating charges will be charged for 24 hours in each Barat Ghars.

Electric connection will be provided from already installed points at Hall, Kitchen etc. of Barat Ghars to the user for coffee machine, video coverage, Grinder Mixture at Kitchen, Light & DJ Music only during their booking.

\* \* On revision of electricity charges, cooling and heating charges of Barat Ghar would be proportionally increased keeping in view of percentage increase in the highest slab.

**D). Detail of enhanced charges of Community Centers/Halls**

| Community Centers / Halls                 | Existing Rates & Security Refund      | Proposed revised rates  |
|---|---------------------------------------|---|
| Aliganj                                   | 750/-                                 | 1000/-  |
| Babar Rd.                                 | 3000/-                                | Booking - 4000/-<br>Security-3000/-(refundable)<br><br>For NDMC Employees 50 % user charge, and security. |
| K.M. Lane                                 | 300/-                                 | 1000/-  |
| Hailey Lane                               | 300/-                                 | 1000/-  |
| North West Moti Bagh                      | 3000/-<br>Security-3000/-(refundable) | 4000/-<br>Security-3000/-(refundable)<br><br>For NDMC Employees 50 % user charge and security.            |
| Bapu Samaj Sewa Kendra (Under Renovation) | -                                     | (proposed for renovation)   |
| Palika Dham                               | 750/-                                 | 1000/-  |
| Daksh Club                                | -                                     | 1000/-  |
| Aditya Sadan                              | 750/-                                 | 1000/-  |
| Lal Bahadur Sadan                         | 750/-                                 | 1000/-  |
| Palika Niwas                              | 750/-                                 | 1000/-  |
| Jor Bagh (Under RWA)                      | -                                     | -   |
| Golf Link (Under RWA)                     | -                                     | -   |
| Malcha Marg (Under RWA)                   | -                                     | -   |
| Ullas Community Centre, Laxmi Bai Nagar   | 750/-                                 | 2000/-<br>Security-2000/-(refundable)<br>For NDMC Employees -50 % user charge and security.               |

**5. FINANCIAL IMPLICATIONS OF THE SUBJECT/PROJECT:**

Collection of user charges will increase substantially.

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

The decision will be implemented immediately after confirmation of decision by council.

7. FINAL COMMENTS OF FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NO. & DATE:

The proposal of the Department as per Draft Agenda at page 4A, 4B, 4C & 4D as concurred in view of the justification vis a viz enhancement of escalation of maintenance cost of Barat Ghars.

- (i) The proposed enhanced rates of Barat Ghars and Community Centres are sufficient and justified keeping in view the expenditure incurred by NDMC and its operation and maintenance.
- (ii) The data Computations provided by the Department as detailed in Draft Agenda are correct. Further, draft Agenda may also be got vetted from Law Department.
- (iii) Electricity charges, AC/heating charges are sufficient to meet out actual and O&M expenditure.
- (iv) In para 4A of Draft Agenda "Proposed": in respect of Sr. No.3 to 6 may be filled in.

Diary no.1306/Finance dt.10.08.2016.

8. LEGAL IMPLICATIONS OF THE SUBJECT / PROJECTS:

No legal implication.

9. DETAILS OF THE PREVIOUS RESOLUTION, EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THE SUBJECT:

The payment user charges were decided by the Resolution No. 20(K-01) dt. 20.04.2011, 18(K-01) dt. 16.06.2010, 25(K-8) dt. 13.02.2008, 16(K-3) dt. 17.10.2007 & 3(XX) dt. 30.10.1999.

10. FINAL COMMENTS OF THE LAW DEPARTMENT ON THE SUBJECT/PROJECT:

No Legal issue appears to be involved at this stage, in the proposed Agenda item to be placed before the Council as such no comments.

11. CERTIFICATE THAT ALL CENTRAL VIGILANCE COMMISSION'S GUIDELINE HAS BEEN FOLLOWED WHILE PROCESSING THE CASE:

All Central Vigilance Commission's guidelines has been followed while processing the case.

12. RECOMMENDATIONS:

Proposal is submitted before the Council for approval of revision of rates of Barat Ghars & Community Centers / Halls in Welfare Department as proposed at para 4A, 4B, 4C & 4D.

13. DRAFT RESOLUTION OF THE COUNCIL:

COUNCIL'S DECISION

The Council resolved that a committee consisting of following members be constituted to examine the matter and its report be placed before the Council at the earliest:

- (i) Sh. Karan Singh Tanwar - Member
- (ii) Sh. Abdul Rasheed Ansari - Member
- (iii) Dr. Anita Arya - Member
- (iv) Sh. B.S. Bhati - Member
- (v) Sh. Surender Singh - Member
- (vi) Secretary, NDMC - Member
- (vii) Financial Advisor, NDMC - Member
- (viii) Director(Welfare), NDMC - Convener

*Agas*  
For Secretary  
New Delhi Municipal Council  
New Delhi

Terms and Conditions for Booking of Barat Ghars.

Annexure 'A'

Documents required for the booking of the Barat Ghars:-

1. At the time of booking the party/user will submit the attested copy of the following documents:-
  - (a) CGHS Card (for Central Government Employees only). In case, the name of son/daughter has been stuck off from the CGHS card then a photocopy (self attested) of any educational certificate indicating relation may be produced.
  - (b) Residence proof like Voter Identity Card, Adhar Card, Driving Licence, Passport, Identity Card & Medical Health Card issued by the employer (Central govt./State Govt./Public Sector undertaking employees).
  - (c) Birth Certificate, in case of celebration of Birthday.
  - (d) Current Electricity/Water Bill.
  - (e) Undertaking form.
2. The timing of the Barat Ghar will be reckoned from 9.00 AM on the day of occupancy to 9.00 AM the following days and the booking party should vacate the premises before the expiry of the prescribed timings by the removing all their belongings, tents, furniture etc.
3. Booking of Barat Ghar Shall be open for the NDMC employees and residents of NDMC area without any time limit on first come first serve basis. Non-residents of the NDMC area can book Barat Ghars 90 days in advance from the date of function.
4. Chairperson shall have the right to cancel any booking prior to the date of booking without assigning any reason and full user charges /security money will be refunded.
5. The NDMC employees are not permitted to book Barat Ghar for other party/users and if it is detected that fraudulent booking have been done, besides other disciplinary action, a penalty 10 times that of rate of prescribed user charges would be levied.
6. Entry should be made in the service book of the employees for availing 50% concession, which should be ensured by the employee's himself/herself.
7. The booking party will be responsible for maintenance of Law and Order, Security arrangement, Traffic Control, Parking of Vehicles outside the premises during the function at its own cost.
8. No Alcoholic drinks are allowed in parties during the functions.

9. The use of loud speakers/D.J. would not be allowed outside the Barat Ghars and as per the directions of Supreme Court of India.
10. The party may apply for temporary electric connection separately for illuminations. Security shall be forfeited in case of pilferage of electricity.
11. Generators would be allowed only if they are sound proof/non-polluting.
12. Illumination on the trees and hedge shall not be allowed.
13. The party shall not be allowed to keep their articles in the premises before check in.
14. Pasting of bills or posters on boundary walls is strictly prohibited.
15. The stage properties should be fire proof. No open fire will be allowed in the building (except outdoor kitchen).
16. No fire arms/weapons and Crackers will be allowed within the premises of the building.
17. Booking is neither transferable nor changeable.
18. NDMC will not be responsible for any damage/loss due to natural calamities.
19. If any booking is found fictitious or fraudulent, it will be cancelled forthwith and full user charges and the security amount will be forfeited and 10 times that of rate of prescribed user charges would be levied.
20. Digging of holes in the cemented portion for fixing poles for pitching of tent is not allowed. The damage caused due to Breaking of tiles, Breaking of Windowpanes, Theft/Loss/Breakage of fittings and fixtures, any spoilage of white wash, tiles, flower pots etc. noticed during the function is liable to be adjusted / recovered from the amount of Security deposit.
21. Cooking /Warming of food is allowed only at earmarked cooking space. For cooking only LPG Gas Stove is to be used.
22. In case of any dispute only Delhi Court will have jurisdiction.
23. If the Barat Ghar has not been booked and is available for a part of a day for smaller social functions/commercial functions, the department may with the approval of the Chairperson, allot it for half a day on payment of 50% of user charges and electric consumption charges.

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24. In case any clarification is sought in implementing this scheme, the clarification given by the Chairperson shall be final.

25. In case of violation in terms & conditions the security deposit will be forfeited.

Terms and Conditions for Community Halls/Centers.

1. The Community Halls/Centres are permitted for use of residents of the Local Area and NDMC employees for all activities related to sports (Indoor/outdoor games), Social function such as Birthday Parties, Kitty Parties, Mundan Ceremony, Ring Ceremony and other such Social Functions (excluding marriage and reception) and association get together and recreational activities.
2. No commercial activities allowed in the Community Centres/Halls.
3. The Community Hall/Centres will not be provided for the stay of any person/staff/stay of guests.
4. The use of Community Centre would be restricted to the residents of Local Area and NDMC employees.
5. No cooking is allowed in the main hall of the centre, except the designated area.
6. At the time of booking the party/user will submit the self attested copy of the following documents:-
  - (a) Residence proof like Voter Identity Card, Adhar Card, Driving Licence, Passport, Identity Card & Medical Health Card issued by the employer (Central govt./State Govt./Public Sector undertaking employees) (any two).
  - (b) The timing of the Community Centre will be reckoned from 9.00 AM to 10.00 P.M.
  - (c) The community centre will remain open for indoor activities from 6.00 AM to 10.00 PM,
7. The users are not permitted to book community centre for Marriage & Reception.
8. The booking party will be responsible for maintenance of Law and Order.
9. No Alcoholic drinks are allowed in parties during the functions.
10. The use of loud speakers/D.J. would be allowed as per the direction of Supreme Court of India.
11. Generators would be allowed only if they were soundless/non-polluting.
12. Illumination on the trees and hedge shall not be allowed.
13. The party shall not be allowed to keep their articles in the premises before check in.
14. Pasting of bills or posters on boundary walls is strictly prohibited.
15. The stage properties should be fire proof. No open fire will be allowed in the building (except outdoor kitchen).
16. No fire arms/weapons and Crackers will be allowed within the premises of the building.
17. Booking is neither transferable nor changeable.
18. NDMC will not be responsible for any damage/loss due to natural calamities.

19. Digging of holes in the cemented portion for fixing poles for pitching of tent is not allowed. The damage caused due to breaking of tiles, breaking of windowpanes, theft/loss/breakage of fittings and fixtures, any spoilage of white wash, tiles, flower pots etc. noticed during the function is liable to be adjusted/ recovered from the amount of security deposit.
20. Cooking/warming of food is allowed only at earmarked cooking space. For cooking only LPG Gas Stove is to be used.
21. Parking arrangement will be made by the party at their own risk and cost.
22. In case of any dispute only Delhi Court will have jurisdiction.

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Terms and conditions for the use of Community Center, Malcha Marg, Jor Bagh & Golf Link under RWA.

1. The Community Centre is permitted for use by Members of the RWA for all activities related to Sports (Indoor/Outdoor Games), Social, Cultural Programmes and Association get-together, which the RWA may decide from time to time.
2. The RWA shall not allow any kind of Commercial activities in the Community Centre. Each elected Executive Committee of RWA shall furnish an undertaking to this effect to the NDMC.
3. The RWA shall ensure that premises are not for the stay or any person / staff of the RWA or its office bearer.
4. The RWA shall intimate to NDMC of any new activity, which is undertake by them. They shall, however, continue to provide a list of existing activities to the Welfare Department per month.
5. The RWA shall deposit the user charges @Rs.80,000/- per annum for the use of Community Centre by way of account payee cheque in favor of Secretary, NDMC before 30<sup>th</sup> April, in advance every year, without waiting for a demand notice form the Welfare Department.
6. The RWA shall pay Electricity and Water cost as and when due.
7. The RWA has no ownership rights on the NDMC property, i.e. Community Centre, Malcha Marg, Jor Bagh & Golf Link.
8. The RWA shall intimate to NDMC names of its office bearers on an annual basis and as when they are elected.
9. The RWA shall ensure that cooking is undertaken only in designated area.
10. The RWA will take care of minor repair/maintenance of Community Centre. However, the NDMC shall undertake major repairs/renovations/AR&MO of the Community Centre as per its norms and as applicable in all its other such buildings.
11. NDMC shall make inventory of all the existing moveable assts such as Fan, Lights, A.C. Fixtures etc. provided by them and the RWA President/Secretary shall countersign this.
12. In case of dispute between the two RWA and in case of misuse of Community Center, Malcha Marg, Jor Bagh & Golf Link the NDMC will take over the control of Community Center.
13. Thirty days in a year will be reserved for the NDMC employees/booking at the discretion of Chairperson. No marriages will be allowed in the Community Center.

**ITEM NO. 14 (L-29)**

1. **Name of the Subject:**  
Extension of time limit for applying for renewal of licenses or change of trade of license or transfer/partnership or subletting of licence etc.
2. **Name of the Department:**  
Estate-I Department
3. **Brief History:**  
The Council in its meeting held on 27.6.2016 vide Resolution No. 31(L-08) had approved the recommendations of the Sub-Committee which has laid down the policy on licenses of NDMC shops, kiosks, Pan Tharas and issues related thereto. The policy was further clarified vide resolution No. 13 (L-20) dated 05.09.2016. A detailed policy circular dated 16.8.2016 was issued and the copy of the same is placed at **Annexure-I (See pages 185-197)**. The policy has in detail dealt with various aspects with regard to renewal of licenses, change of trade, transfer of licence on legal heir basis, transfer of licence on partnership basis, clubbing of units, subletting, damages on cancellation and revocation of cancellation of licence, interest rate on delayed or non-payment, sealing and de-sealing of premises, mutual exchange etc.

Under Point No. 15 of the Policy Circular dated 16.08.2016, it is stated at condition No. 15 (v) as under:-

*"The events shall be dealt in chronological order. For example:*

- (a) *A licence given on 01.01.2001 for 10 years is due to expire on 31.12.2010;*
- (b) *The licence holder has (I) changed trade on 01.01.2005, (II) entered into partnership on 01.01.2006, (III) applied for renewal on time but no renewal granted, or applied for renewal after the prescribed time but before the expiry of 60 days from the date of issuance of minutes of this decision of the Council, (IV) entered into further partnership on 01.02.2011 after expiry of licence period, (V) further changed trade of the premises under consideration on 01.03.2013; where all these actions have been done without taking approval in writing from the NDMC.*
- (c) *Then these events shall be dealt in chronological order viz. (I), (II), (III), (IV) and then (V) w.e.f. from the date of occurrence of such events for the purpose of levying charges, penalty, fees or any other action to be taken accordingly.*
- (d) *It is to be clarified herein that any case for trade change, partnership etc. will be entertained when there is a valid licence on the date of such event.*

*Renewal for such period shall be done first, followed by action on such application for trade change, partnership etc. during that period.*

- (e) *No application shall be considered under this regularization for the past events after 60 days from 16<sup>th</sup> August, 2016.*
- (f) *No application under this policy decision shall be considered in cases where the NDMC has already terminated/cancelled the license deed.*
- (g) *This policy may be used for resolving court matters."*

The department has so far renewed the following cases and the marketwise details are as under:

| Sl. No.      | Name of Market  | Date of Notice for renewal  | Date of mass renewal | No. of cases renewed |
|--------------|---|-----------------------------|----------------------|----------------------|
| 1            | Janpath Market  | 18.8.2016                   | 26.8.2016            | 21                   |
| 2            | Palika Bazar  | 18.8.2016<br>&<br>30.8.2016 | 01.9.2016            | 55                   |
| 3            | Kidwai Nagar & Nauroji Nagar  | 05.10.2016                  | 14.10.2016           | 32                   |
| 4            | Basrurkar Market<br>Netaji Nagar Mkt<br>Laxmibai Nagar<br>Nauroji Nagar | 27.10.2016                  | 11.11.2016           | 45                   |
| 5            | Palika Bazar<br>Laxmibai Nagar  | 28.11.2016                  | 09.12.2016           | 42                   |
| <b>Total</b> |   |                             |                      | <b>195</b>           |

These cases were renewed as per the request pending on the files and as per the requests received from various Market Associations. The 60 days period for applying for renewal and other cases has expired on 16.10.2016. So far Estate-I Department has renewed 195 nos. of cases as mentioned above and many people due to their age factor, family conditions etc. might not be in a position to apply. Besides this, Estate-I Department is not in a position to renew the cases which were pending for more than 10 years and in some cases are pending for more than 20 years also. It is a dynamic process and at present mass renewal programme which is facilitating the speedy renewals, cannot cater the pending cases at one go for various reasons which includes shortage of staff, examination of files etc. Given the limitations, Estate-I Department has done a tremendous job transparently and completing 195 nos. of renewals as mentioned above for which work done by Dy. Director(Estate-I) Sh. Tanvir Ahmad be appreciated.

In view of the reasons mentioned above, the Council may consider the proposal for extending the time lime for applying for renewal of licences by various licensees till 31.03.2017.

4. **Recommendations:**


Keeping in view the hardships of the licensees, constraints of the department and voluminous records involved in each case, pending cases of more than one 10 to 20 years and non-renewal of cases for the last so many years, it is advisable that time limit for applying for renewal of licenses be extended till 31.03.2017.

Or

Estate Department shall issue a notice of 15 days to the occupant to complete the process for renewal failing which, the process for eviction shall be initiated. The concerned Dealing Assistant is personally liable for issuing such notice within 30 days to all premises under his charge.

**COUNCIL'S DECISION**

Keeping in view the hardships of the licensees, constraints of the concerned department and voluminous records involved in each case, pending cases of more than 10 to 20 years and non-renewal of cases for the last so many years, the Council resolved that time limit for applying for renewal of licenses be extended for another six months from today, i.e. till 16<sup>th</sup> July, 2017.

  
**Secy Secretary**  
**New Delhi Municipal Council**  
**Palka Kendra, New Delhi**

**ESTATE-I DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI**

No. D-1043/SO(Estate-I)/2016

Dated: 16.8.2016

**Circular**

**Subject: Policy on licences of NDMC's shops, kiosks, pan tharas and issues related thereto.**

The need for laying down a simple and transparent policy on grant and renewal of licence, transfer of licence, change of trade etc. and other issues in respect of shops kiosks, pan tharas have been under consideration of the New Delhi Municipal Council (NDMC) for some time.

2.1 Accordingly a Sub-committee under section 9 of the NDMC Act, 1994 was constituted by the Council vide its Resolution No. 18(L-08) dated 15.12.2015 for the purpose with (i) Chairman, NDMC, (ii) Vice Chairman, NDMC (iii) Hon'ble Member of Parliament (Lok Sabha-New Delhi constituency); and (iv) three nominated Members of the Council, as Members to examine all issues involving general conditions for licensees, change of trade, renewal of licence, transfer on partnership/legal heir basis, clubbing of units, loft & mezzanine floor, damages on cancellation non-renewal of licence, etc. in the background of past and extant practices as well as resolutions of the Council on the subject. Secretary, NDMC was convener and Financial Advisor, NDMC was a co-opted Member of the Sub-Committee. A copy of the order on the constitution of the said Sub-Committee is at **Annexure-I**.

2.2 During the course of deliberations, the Sub-Committee consulted market associations of NDMC markets well as Estate Department of NDMC dealing with the subject matter, and examined their comments in the light of past and present policies and unresolved issues pending since long with aim of simplifying and streamlining the processes and procedures for management of NDMC shops, kiosks and Pan Tharas and their licensing. After carefully examining all aspects of unresolved issues of

licensing of shops, Kiosks and Pan Tharas and other related issues thereto mentioned in the foregoing para, the Sub-Committee submitted its report containing recommendations to the Council for consideration. After careful consideration and approval of recommendations of the Sub-Committee, was approved by the Council, the following policy takes effect as decided/approved by the Council in its meeting held on 27.6.2016 vide Resolution No. 31(L-08) with immediate effect.

3. **Renewal of licence:**

- (i) All case pending before date of issuing the Circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) Wherein license deed have not been executed since 1960-70's, in such cases the renewal can be considered in respect of cases where licence deed was not executed provided the occupant is legal heir or licence was transferred to him on legal heir basis. In case, the occupant is other than self / legal heir, the Director Estate shall get the premises vacated under the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (PP Act, 1971).
- (iii) From date of issuing the Circular i.e. 16.8.2016 onwards all the markets shall be categorized into the following two categories viz. Category 'A' and category 'B'. List of category 'A' units is at **Annexure II**. All markets other than category 'A' units will be treated as category 'B' units. All kiosks / stalls (any commercial premises on the right of way is a kiosk/stall) will be treated as category 'C' units. All pan-tharas shall be treated as category 'D' units.
- (iv) Units under Category 'A', 'B', 'C' and 'D' shall be renewed for a period of ten years at a time.
- (v) Licence fee will be enhanced by 10% biennially for category 'A' units, 9% biennially for 'B' category units, 8% biennially for category 'C' units and 5% biennially for category 'D' unit. Existing Estate Policy covering the enhancements will continue in case of commercial spaces, office spaces, residential cum office flats, office restaurants, hotels, cinemas, licensable trade premises and all other premises not covered under category A, B, C, D.
- (vi) A four-member Standing Committee consisting of Secretary, Financial Advisor, Director Estate and one member amongst the nominated members of the Council mentioned in section 4(1)(d) of the NDMC Act 1994 (to be nominated by the Council) is to be constituted to recommend to the Council freezing any increase/enhancement in licence fee of a premises/market with effect from such date as may be specified and for a certain period of time,

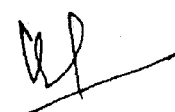
considering the open market conditions. Such Committee may recommend to the Council de-freezing w.r.t. any premises/market any time before the end of freezing period. The Council shall take a decision on the recommendations of the Committee for freezing/de-freezing any increase/enhancement in licence fee.

- (vii) Any unit getting vacated on or after 27<sup>th</sup> July, 2016 shall be allotted through e-auction only. Reserve price shall be provided by an independent professional agency, which shall be empanelled by the NDMC from time-to-time through open tender process.
- (viii) List of all vacant category A, B, C, D premises, alongwith reserve price by the empanelled agency, shall be prepared on quarterly basis by the Estate Department. Such premises may be e-auctioned on a price not less than the reserve price. The Chairperson may allot such premises to successful applicant identified through e-auction process.
- (ix) Cases, wherein the licence holder has died and has nominated any other person or organization for using whole of such premises only for purposes such as literature, science, art and social service, without any commercial usage, in such cases the application for renewal of licence, alongwith an undertaking by the applicant to not use such premises for any commercial purpose, may be considered on case to case basis. If at any time, it is found that such premises is used for commercial usage, then licence of such premises will stand terminated after giving a notice of 21 days to such licence holder by Director (Estate).
- (x) Time waiver amnesty to file the applications for renewal, if not filed so far, is provided to allow applicants for filing applications within a period of 60 days from the date of issuing the Circular i.e. 16.8.2016.
- (xi) With respect to waiver on penal interest, the following rebate is provided on the penal interest to the occupants of such premises on full payment of all arrears:
  - (a) In case of markets categorized under category 'A' and 'B':
    - (I) Occupant, who pay all arrears within 15 days from the date of issue of demand will get 15% rebate in penal interest.
    - (II) Occupant, who pay all arrears within 30 days from the date issue of demand will get 10% rebate in penal interest.

- (b) In case of category 'C' premises, 50% waiver on penal interest may be given to the occupants who pay all arrear within 30 days from the date of issue of demand.
- (c) In case of category 'D' premises, 100% waiver on penal interest may be given to the occupants who pay all arrear within 30 days from the date of issue of demand.

4. Change of Trade:

- (i) All pending cases shall be dealt as per this decision of the Council:
- (ii) No trade in the negative list shall be permitted. Negative list for each market to be notified within one month from the date of this circular viz. 16<sup>th</sup> August 2016.
- (iii) For (a) change from 'licence trade' to 'non-licence trade which is not in the negative list', or (b) change from 'non-licence trade' to 'non-licence trade which is not in the negative list', or (c) grouping of non-licence trades which are not in the negative list, permission from NDMC will not be required, and an intimation, without any fee / increase in licence fee, to the Director Estate, NDMC shall be sufficient for the same.
- (iv) Change of trade from (a) 'non-licence Trade' to 'Licence Trade'; or (b) 'licence trade' to 'licence trade', may be allowed subject to the following conditions:
  - (a) No Objection Certificate (NOC) shall be obtained from Health, Water, Sewerage, and Electricity Departments. If a decision on application for such NOC is not taken and uploaded on the website of the NDMC within a period of 30 days from the date of receipt of such application in the NDMC, such application for NOC will be deemed approved. In case of deemed approval of such application, Head of the Department will be held responsible for such delay or any eventuality arising out of such deemed approval;
  - (b) Prior permission of NDMC shall be obtained; and
  - (c) Enhancement in the licence fee by 50%.
- (v) Where licence/permission/NOC is required under any prevailing statute, the same may permitted only after licence/permission/NOC is obtained and additionally NDMC's permission is taken on availability of space and safety factors.
- (vi) Licence fee once increased shall not be decreased on account of reversion to the trade of pre-increased licence fee.



5. Transfer of licence on legal heir basis:

- (i) All cases before the date of issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) Legal heir(s) shall mean son; daughter; widow; mother; son of a predeceased son; son of a predeceased daughter; daughter of a predeceased daughter; widow of a predeceased son; son of predeceased son of a predeceased son; daughter of a predeceased, son of predeceased son; son of a predeceased daughter of a predeceased daughter; daughter of a predeceased daughter of a predeceased daughter; daughter of a predeceased son of a predeceased daughter; daughter of a predeceased daughter of a predeceased son, of the person whose name is mentioned in the latest licence deed.
- (iii) NDMC is not obliged to permit continuation of allotment after death of the allottee. The licence stands cancelled on the death of the licensee. In continuation of past practices, the Council may continue to give a licence to the legal heirs on humanitarian grounds, without enhancement in licence fee, for period not exceeding remaining period of the licence held by the deceased, subject to the condition that all other legal heirs submit a NOC in favour of the legal heir(s) whose name is to be added in the licence.
- (iv) If there is dispute in the family, unless they settle the dispute amicably, the licence cannot continue and the premises has to be got evicted. In respect of cases pending in the department for transfer on legal heirs basis, wherever there are disputes, the legal heirs be given a change to settle the dispute and inform accordingly to the Director Estate NDMC in writing within 90 days from the date of issuing this circular i.e. 16.8.2016.
- (v) If dispute is not settled, the licence will be automatically cancelled, and Director Estate shall initiate the necessary action in terms of PP Act, 1971.
- (vi) Partnership with legal heir(s) will be allowed with prior approval of NDMC, without enhancement of license fee, subject to the condition that all other legal heirs submit a NOC in favour of the legal heir(s) whose name is to be added in the licence.
- (i) Deletion of name of legal heir is allowed without any cost with prior approval of NDMC, subject to NOC from all other holders of that licence.

6. Transfer of licence on Partnership basis:

- (i) All cases before the date of issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions application as on that date.

- (ii) **For prospective cases of transfer:** Prior permission of the NDMC is made mandatory in terms of the modified clause no. 9 of the standard 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 unauthorized occupant besides forfeiture of the security deposit and damage charges.
- (iii) **For pending cases of transfer:** Partnership entered before the date of issuing this circular i.e. 16.8.2016, NDMC will entertain such cases, irrespective of whether the same was done during the valid term of licence or after expiry of the licence, as an exceptional case. If the occupant now seeks the permission of the NDMC at this belated stage, such transfer cases shall be regularized after forfeiting the earlier security deposit by the licensee and subject to enhancement of the licence fee by such percentage as per the respective Council's resolutions applicable as on that date for each such transfer and completion of other required formalities like deposit of fresh security deposit, etc.
- (iv) In cases, wherein the licence holder has died and has nominated any other person or organization for using whole of such premises only for purposes such as literature, science, art and social service, without any commercial usage, in such cases the application for transfer of licence, alongwith an undertaking by the applicant to not use such premises for any commercial purpose, may be considered on case to case basis, subject to enhancement of the licence fee by 50%. In case of date of such transfer is before the date of issuing this circular i.e. 16.8.2016, enhancement of the licence fee will be by such percentage as per the respective Council's resolutions applicable as on that date for each such transfer. If at any time, it is found that such premises is used for commercial usage, then licence of such premises will stand terminated after giving a notice of 21 days to such licence holder by Director (Estate).
- (v) Transfers are freely allowed (except in case of premises granted under special considerations such as SC/ST/OBC/Physically challenged etc.) in the above manner only.
- (vi) In case of date of entry of partnership on or after issuing of this circular i.e. 16.8.2016, there will be 30% enhancement in the licence fee. In case of date of entry of partnership before 16<sup>th</sup> August, 2016 enhancement of the licence fee will be by such percentage as per the respective Council's resolutions applicable as on that date for each such partnership.
- (vii) If the status of the individual licensee is converted into the Private Limited Companies, the same shall be permissible subject to enhancement in the

existing licence fee by 50%. The existing/proposed private limited companies/companies seeking transfer shall have to submit annual declaration indicating change in equity holding pattern, if any. Whenever, there is change in equity holding pattern of more than 25%, the licence fee of such company shall be enhanced by 50% w.e.f. the date of change of such equity holding pattern.

- (viii) Any issue/point not covered under the above policy shall be decided by the Chairman on merits, while keeping the overall spirit of this policy.
- (ix) Deletion of name of partner is allowed without any cost with prior approval of NDMC, subject to NOC from all other holders of that licence.
- (x) Cases involving multiple transfer are to be dealt in accordance with the above proposals.

7. **Clubbing of Units:**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions application as on that date.
- (ii) Clubbing of stalls and kiosks would not be allowed. Any commercial premise on the right of way is a stall/kiosk.
- (iii) Clubbing of two or more adjoining units (i.e. shops in markets) be allowed subject to the condition that:
  - (a) Technical feasibility and structural safety allows the same;
  - (b) Licence fee of each unit involved in the clubbing shall be enhanced by 30%;
  - (c) Prior permission from NDMC is obtained;
  - (d) Date of expiry of the clubbed unit shall be the date of expiry of unit, whose licence period will expire first;
  - (e) The original shape/structure of the units shall be restore in case clubbing is undone;
  - (f) If a unit involved in such clubbing is given under special considerations such as member of specific group, then such characteristic shall be maintained on such clubbing.
  - (g) A joint license deed shall be executed with licensees, whose units are involved in such clubbing.

8. **Subletting:**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.



(ii) No sub-letting shall be allowed except in the following case:

- (a) In exceptional circumstance, wherein the licensee expires at age when his family does not have any major legal heir (i.e. on or above 18 years of age) except his wife, then (i) the wife of the licensee, or (ii) in case of death of wife of the licensee – all legal heirs of the licensee, may apply for permission to a three-member Committee of Dir(Estate), Municipal Officer Health and Chief Architect for sub-letting the shop; and
- (b) The Chairperson, on case-to-case basis, considering the recommendation of the Committee, may allow the same on payment of one-time fee [Rs. 50 per sq. ft. for open area and Rs. 200 per sq. ft. for other than open area (this fee is to be revised every five years)] for two years at a time, in addition to licence fee/other applicable dues; and
- (c) If required, the person(s) mentioned above may apply for extension of such permission atleast 90 days before expiry of such approved period following the procedure mentioned above; and
- (d) This sub-clause does not give any right to anyone to sublet the NDMC's premises, and can be done only after prior approval of Chairperson in exceptional circumstances as mentioned herein.

9. **Damages on Cancellation and revocation of cancellation of licence**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be treated as per the Council's resolutions applicable as on that date.
- (ii) From 16<sup>th</sup> August, 2016 on cancellation of the licence, the damages may be charged at 130% of the last applicable licence fee. The damage charges shall increase at compounding rate of 10% annually. These charges shall continue, so long, as the cancellation of licence continue. If cancellation order is withdrawn / quashed, the damages may be reduced only from the date or order withdrawal / quashing of the order of cancellation, and the charges already collected may not be refunded or adjusted.

10. **Interest rate on delayed or non-payment**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) Interests on default payments are charged to discourage any late payment, and to protect the interests of the NDMC. Therefore, from 27<sup>th</sup> June, 2016, interests may be charged at the rate of 1.25% per month (i.e. 15% per

annum) from the 1<sup>st</sup> of succeeding month when the allottee fails to pay the licence fee.

11. **Sealing and de-sealing of premises:**

- (i) In case of violations of terms and conditions of the licence, the premises may be sealed by the NDMC officials with the prior approval of Director Estate or officers senior to Director Estate in hierarchy.
- (ii) During the period when the premises remains sealed, the licensee has to pay charges equal to Damages on Cancellation as mentioned in para 9 above. During the de-sealing period, the licensee has to pay licence fee, as applicable from time to time.
- (iii) On a request from the licensee, the premises, which has been sealed due to major violations, may be de-sealed for a period of one month for rectifying violations with the approval of Secretary, NDMC. In case, more than one-month de-sealing permission is required for rectifying violations, the same shall be done with the approval of Chairperson, NDMC. However, in any case, such de-sealing permission cannot be given for a period more than 3 months in a stretch.
- (iv) After rectifications of all violations and payment of all dues/arrears/fees etc. to the NDMC, the licensee may apply for de-sealing the shop. The Estate Department, within a period of 30 days, submit the request of the licensee with the Department's recommendation, including a site inspection report, to the Chairperson, NDMC for a decision in the matter. In case, no decision on such de-sealing application is taken and uploaded on the NDMC's website within a period of 30 days of receipt of such application in the NDMC, then in such case, such application for de-sealing of such premises will be deemed approved. In case of such deemed approval, Head of the Department will be held responsible for such delay or any eventuality arising out of such deemed approval. The licensee be allowed for normal activity of business as per the terms of the licence agreement.

12. **Mutual Exchange:**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) Mutual exchange will be allowed with prior approval of the NDMC subject to the condition that:
  - (a) Each licensee would take over all the responsibilities and liabilities due to NDMC;

- (b) All fees/dues/penalties etc. Pending against all licence holders involved in such exchange has been paid to the NDMC;
- (c) In case where a mutual exchange is within a market, permission by NDMC for such exchange may be considered by enhancing licence fee of units involved in such exchange by 10% each;
- (d) In case where mutual exchange is not within a market, permission by NDMC for such exchange may be considered by enhancing licence fee of units involved in such exchange by 50% each;
- (e) If there is any change in trade, etc., then policy for change in trade, etc. will also be applied.

13. **Security Deposit:**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) The applicant shall deposit security deposit equal to eight months of licence fee with the NDMC before signing of the licence agreement, including at the time of renewal, transfer etc. In case of any default by the licence holder, such security deposit shall be adjusted against any dues, and security deposit shall be replenished within a period of 45 days, failing which the licence shall deemed to be suspended.

14. **Lofts and Mezzanine:**

- (i) All cases before issuing this circular i.e. 16.8.2016 shall be governed as per the Council's resolutions applicable as on that date.
- (ii) From the date of decision of the Council, permission for loft and mezzanine be considered wherein 'Unified Building Bye-laws for Delhi(as applicable from time to time) and 'Master Plan Delhi, 2021'(as applicable from time to time) permits the same, subject to technical feasibility, structural safety and other statutory clearance, as applicable.

15. **Other Conditions:**

- (i) For renewal of license OR change of trade of license (including cases of additional trades) OR transfer / partnership OR subletting of license OR any combination of them as mentioned in paras 3 to 14 above, which took place before date of issuing this circular i.e. 16.8.2016 .
- (ii) As an amnesty measure, all defaulters may be given a period of 60 days, for filing application as per the procedure, from 16<sup>th</sup> August, 2016.



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- (iii) The applicant filing such application may make payment at the time of filing of application or even earlier, which is subject to the verification by Accounts Department of NDMC in due course of time.
- (iv) The applicant shall pay all the dues, including fees, arrears, charges, penalties etc. within a period of six months from the date of filing of his application.
- (v) The events shall be dealt in chronological order. For example:
  - (a) A licence given on 01.01.2001 for 10 years is due to expire on 31.12.2010;
  - (b) The licence holder has (I) changed trade on 01.01.2005, (II) entered into partnership on 01.01.2006, (III) applied for renewal on time but no renewal granted, or applied for renewal after the prescribed time but before the expiry of 60 days from the date of issuance of minutes of this decision of the Council, (IV) entered into further partnership on 01.02.2011 after expiry of licence period, (V) further changed trade of the premises under consideration on 01.03.2013; where all these actions have been done without taking approval in writing from the NDMC.
  - (c) Then these events shall be dealt in chronological order viz. (I), (II), (III), (IV) and then (V) w.e.f. from the date of occurrence of such events for the purpose of levying charges, penalty, fees or any other action to be taken accordingly.
  - (d) It is to be clarified herein that any case for trade change, partnership etc. will be entertained when there is a valid licence on date of such event. Renewal for such period shall be done first, followed by action on such application for trade change, partnership etc. during that period.
  - (e) No application shall be considered under this regularization for past events after 60 days from 16<sup>th</sup> August, 2016.
  - (f) No application under this policy decision shall be considered in cases where the NDMC has already terminated / cancelled the license deed.
  - (g) This policy may be used for resolving court matters.
- (VI) A copy of the decision of the Council (both in English and in Hindi) shall be provided / pasted / posted on each of the said NDMC's premises, which are covered under this Policy, by 31<sup>st</sup> August, 2016. A copy of the Council's resolution shall also be uploaded on the NDMC's website. This copy of resolution shall be treated as notice from the NDMC to the occupants of NDMC's premises.

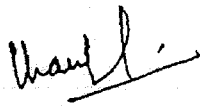


- VII) Any application for events (expiry of licence, trade change, transfer / partnership etc.) to be due on or after 16<sup>th</sup> August, 2016 shall be dealt as per policy laid down herein.
- (VIII) Maximum six number of instalments shall be permitted by the Chairperson (one upfront payment followed by five continuous monthly instalments) for making payments of due amount, including fees, arrears, charges, penalties etc.
- (IX) For the purpose of decisions to be taken in accordance with this policy, Chairperson shall be the Competent Authority. The Chairperson may delegate such power to the officer(s) of NDMC on case-to-case basis or for a group of cases. (Annexure-III)
- (X) If any point is not specifically mentioned herein or if any clarity is required in respect to this policy, Chairperson shall decide it, in light and spirit of this policy decision. The Council shall be apprised about all such matter not later than 90 days of such decision.
- (XI) Succession of licence should not permitted as a matter of right, and the ownership right over the premises will always remain with NDMC.
- (XII) All the applications pending with NDMC on 16<sup>th</sup> August, 2016 shall be dealt as per the provisions of this Estate policy, on receiving requisite information / documents as mentioned in procedure (to be provided by Estate Department) from the applicant within a period of 60 days from 16<sup>th</sup> August, 2016, failing which the pending applications shall be deemed rejected being incomplete ones.
- (XIII) Licence fee once increased / enhanced shall not be decreased on account of reversion to the trade etc. of pre-increased / enhanced licence fee.
- XIV) Procedure may be simplified by adopting self-declarations by the applicants.
- (XV) NDMC's premises granted under special considerations, such as SC/ST/PH/War-Widows/Ex-serviceman, should not be regularized/transferred in the name of General Category persons in case of all category 'A', 'B', 'C' and 'D' premises. Such premises shall only be regularized/transferred in the name of person fulfilling conditions for such special considerations, except in the cases of grant of premises through e-auction wherein such premises may be granted to the successful applicant selected through e-auction.
- (XVI) All Council Resolutions that have been reflected in the Council decision dated 27.6.2016 (Annexure-IV) shall remain modified to the extent as approved by the Council. Other valid and live Resolutions which were not expressly

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brought before the Council shall remain valid to the extent of their modifications by the Council decision dated 27.6.2016.

16. Issues which are not covered in this Circular, shall continue to be governed by the Council's resolution in that regard, that is the earlier resolutions of the Council will remain valid, however they will stand modified to the extent of changes mentioned in Para 3 to 15 above.
17. It is reiterated that the above changes will be applicable only for the premises [markets, stalls, kiosks and tharas (pan-tharas)] mentioned under category A, B, C and D. Premises (including hotels, tourist lodges, stand-alone restaurants) other than 'premises under category A, B, C and D' would continue to be regulated under the respective resolutions of the Council.
18. This issues with the approval of the Competent Authority.

  
( CHANCHAL YADAV )  
Secretary, NDMC

Encl: As above

1. Director(Estate-I) and other Directors in NDMC
2. Financial Advisor
3. Chief Vigilance Officer
4. Jt. Director(Estate-I)
5. A.O.(Estate-I)
6. All Market Associations
7. Notice Boards
8. To all concerned

Copy also to:

1. PS to Chairperson
2. PS to Secretary
- ✓ 3. Jt. Director(IT) – with a request to upload this circular on the website of NDMC.

Copy of Reso. No. 15 (M-10)

of  
Standing Ordinary Meeting

Dated - 16/01/2017

**ITEM NO. 15 (M-10)****1. Name of the subject/project:**

Mid Day Meal scheme for NDMC/Navyug/Aided schools/Balwaris.

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

Education Department

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

**3.1** National Programme of Nutritional support to Primary Education commonly known as the Mid Day Meal scheme was launched as a centrally sponsored scheme on 15<sup>th</sup> Aug, 1995. The objective of the scheme was to boost universalization of Primary Education by increasing enrolment, attendance, retention and learning level of the children especially those belonging to the lower section of the society and to improve Nutritional status of the children.

**3.2** NDMC implemented the scheme in August 2003 and 60 schools out of 82 schools were covered in the year 2003-04. The scheme was fully implemented in the month of September 2004 in all the NDMC, NDMC Aided, Balwari & Navyug Schools run by the Navyug School Educational Society, a fully funded Society of the NDMC. Since then NDMC is providing cooked mid day meal in all the Schools up to Class V through NGOs/Caterers. NDMC extended the benefit of mid day meal scheme up to class XII in the year 2007-08. Since 2015-16, two suppliers Iskcon Food Relief Foundation & M/s Manjeet Caterer are supplying mid day meal up to the closing of schools i.e. before summer vacation in all the NDMC, NDMC Aided, Balwari & Navyug Schools.

**3.3.** On the lines of GNCTD, the MDM are supplied through the NGOs/VOs selected through the tendering process. At present, Iskcon Food Relief Foundation & M/s Manjeet Caterer are supplying cooked mid day meal in 54 schools (Sr. Sec. 21 + Sec. 08 + Middle 01 + Pry. 20 + Nur. 4). The Details of the 54 schools are as under:

| S.No. | School Category           | Total No. of School |
|-------|---------------------------|---------------------|
|       | <b>NDMC Schools</b>       |                     |
| 1     | Sr. Sec.                  | 13                  |
| 2     | Sec.                      | 8                   |
| 3     | Middle                    | 1                   |
| 4     | Primary                   | 14                  |
| 5     | Nursery                   | 4                   |
|       | <b>Total NDMC Schools</b> | <b>40</b>           |
| 6     | Aided Schools             | 3                   |
| 7     | Navyug Schools            | 11                  |
|       | <b>Grand TOTAL</b>        | <b>54</b>           |

**3. 4.** As per concurrence of the Council Resolution No.03(M-01) dated 24-07-2015, NDMC is providing cooked mid day meal from nursery to class XII in all NDMC/NDMC Aided/ Navyug Schools through the supplier M/s Manjeet Caterer and NGO Iskcon Food Relief Foundation. Their agreement of supply of cooked Mid Day Meal to NDMC School was entered in 2012-13 for a period of three years which is going to expire on 31.05.2016 i.e. Academic session 2015-16.

3.5. As per the Agreement, the supplier is supplying hot cooked meal per child per day as per the following rate/nutritive value/weight of the cooked meal based on the rates formulated by guidelines issued by Ministry of HRD and communicated by DDE(MDM), GNCT of Delhi vide O. M. No. DE.23 (487) MDM/2014-15/2061-82 dated 18-01-2016 from 1<sup>st</sup> to VIIIth. However NDMC has been supplying foods from Nursery to XIIth and hence the rates for Nursery have been calculated at par with Primary and for Secondary & Sr. Secondary, the rates has been calculated on the basis of subsidy on supply of wheat and rice.

The details of rate, nutritive value and approx weight of the cooked food are as under:

| Category of the students | Rate per day per child (in Rupees)                          | Requisite Nutritive value       | Approx. Weight of cooked meal |
|--------------------------|---|---------------------------------|-------------------------------|
| Nursery                  | Rs. 3.86  | 450 calories<br>10 Gms. Protein | 250 Gms. to 300 Gms.          |
| Primary                  | Rs.3.86 with 100 gms. of free grain subsidy i.e. wheat/rice | 450 calories<br>20 gms. protein | 300 Gms.                      |
| Middle                   | Rs.5.78 with 150 gms. of free grain subsidy i.e. wheat/rice | 700 calories<br>20 gms. protein | 350 Gms.                      |
| Sec. & Sr. Sec.          | Rs. 6.92  | 700 calories<br>20 gms. protein | 350 Gms.                      |

3.6 Since the terms of the existing suppliers are ending on 31.05.2016, a supplier will have to be selected for supply of the cooked food in our NDMC schools for a period of three years for the session 2016-19. The work of the Mid Day Meal will be assigned for the year 2016-19 with a stipulation that the contract would be initially for a period of one year i.e. 2016- 2017 and it will be further extended for the year 2017-18, 2018-19, if the performance is found satisfactory. The mid day meal supply work order may be extended for two years on annual basis.

3.7 Accordingly a RFP document was prepared for the purpose keeping in view the MORHD and GNCTD guidelines on the subject.

3.8 **Terms and Conditions for supply of the MDM:** The detailed terms and conditions for supply of the cooked MDM have been mentioned in detail at Para 11-42 of the EOI. However, as per the RFP document, the broad terms and conditions for supply of the MDM are as under:

i. The selected supplier shall supply the meal in a sealed container and unseal the container in the presence of the Head of the school/Members of the school committee before the distribution of the cooked meal in tiffin box/disposable plates of good quality.

ii. The Supplier will lift the wheat/rice quota from the fair price shop/FCI Godown on the basis of allocations of quota made by the Govt. of India/NDMC.

iii. The supplier shall furnish a monthly report to NDMC on liftment and utilization of food grains, number of schools and children covered for onward transmission to the State Government/Central Government.

iv. The supply will be made w.e.f.1<sup>st</sup> July 2016 on all days the school is open.

v. The supplier shall supply the following item of the cooked meal as follows:

a. **Wheat based items:**

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

**b. Rice based items:**

- i. Rice Chhole with mashed vegetables added to the gravy.
- ii. Rice with sambhar /Daal (with vegetables added to the gravy).
- iii. Rice with Kadhi (with vegetables added to the gravy).
- iv. Rice Pulao with Vegetable.

**3.9 Health and Hygiene**

- i. The service provider NGOs/Caterer/others who will be assigned the job of supplying mid day meal in NDMC schools shall supply the meal in the sealed container and unseal the container in the presence of the Head of the school/Members of the school committee before the distribution of the cooked meal in Tiffin box/disposal plates of good quality.
- ii. MOH NDMC will monitor the quality and hygiene of food supplied to the school children by deputing Doctors/Dietician.
- iii. Committee comprising of Head of the Institution/HM, a domestic science teacher/science background teacher and a PTA member/residential welfare member of the area will supervise the scheme and head of the school will ensure that the food supplied by the supplier is in accordance to the prescribed norms as mentioned in para 4.2
- iv. The cooked food will be tasted by the members of the committee and the concerned class teachers before the distribution among the children.

**3.10 Monitoring & Checking of cooked food supplied for Mid Day Meal Scheme**

- i. Parents preferably Mothers are made a formal member of the existing school level monitoring committee. Modified committee meets at least four times a year to review/assess implementation of the programme.
- ii. The committee members shall visit the kitchens of the suppliers. The programme of visit shall be decided by the Head of school. Observations made during visits shall be informed to the supplier as early as possible. In case of any adverse observations, HQs shall be informed immediately. Every school shall have complaint/ suggestion register.
- iii. In order to minimize any irregularity and for proper monitoring and accountability all the schools under the jurisdiction of NDMC were divided into 8 zones and Nodal officers were appointed to monitor the scheme in each zone.
- iv. PTA shall be requested to make sure at least one parent by rotation should be present to check and taste the meal. A register shall be maintained by the Head of the school on which the entries of (i) Name of the parents (ii) Name of the students (iii) Class of the students (iv). Address & (v) Remarks for each date with signature of the parents shall be maintained.
- v. To have an idea of impact of mid day meal on the Health of the children a regular Health checkup through the Doctors have already been started.
- vi. The supply of cooked meal will contain 8-12 gms of protein and 300 calories as prescribed in table of para-3 for each category or as specified by the Ministry of HRD /GNCTD from time to time. The Council has right to get the sample tested from kitchen of suppliers /school from any recognized Lab. at its own cost. In case deviation is found more than 5% in the preparations /specification and

the supply is otherwise fit for consumption the bill of such supply claimed by the supplier shall be deducted proportionately. In case the variation is found in five or more than five samples, the council has right to discontinue the supply without any further reference and action, as deemed fit, will be initiated against the supplier.

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

i. Total estimated expenditure for mid day meal for the financial year 2016-17 is Rs. 356.0 Lacs only (Three Hundred Fifty Six lakh Only). It is also pertinent to mention here that the GNCT of Delhi has been sanctioning grant for Mid-day Meal for all the NDMC, NDMC Aided schools for Primary & Upper-Primary classes i.e. class I<sup>st</sup> to VIII<sup>th</sup> including Navyug Schools. Govt. also reimburses the cost of food grain, transportation cook cum helper honorarium/Gas subsidy as per norms/order issued by Ministry of HRD.

ii. There is total budget provision of Rs. 356.0 Lacs under Mid Day Meal Scheme for schools of NDMC and NSES under Head of account 2604015 & 2308027 in plan and non plan respectively for the year 2016-2017. Therefore there is sufficient budget provision to meet the estimated expenditure of Rs. 356.0 lacs for implementing the Scheme. Out of Rs 356.0 lakh, Rs. 234.0 lakh is under Plan Head to meet the expenditure from class I to class VIII and Rs. 122.0 lakh is under Non-Plan Head for meeting the expenditure for Nursery, Balwari, IX to XII classes which will be borne by NDMC under the Non- Plan Head.

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

Mid Day Meal Scheme is an ongoing scheme and the meal is provided to the students on all the school working days. The said proposal is for the Year 2016-17 beginning 1<sup>st</sup> July 2016 to closer of academic session 2016-17.

**6. Detailed proposal on subject :-**

6.1 After obtaining the approval of the Council for administrative and expenditure sanction of Rs.356.50 lacs for providing Mid Day meal in NDMC/NDMC Aided/Balwari/ Navyug Schools and for publishing EOI for the purpose, EOI was published in the newspapers and e-portal of the GNCTD on 10/08/2016.

6.2 In response to the EOI dt.10/08/2016, a total of 5 applicants applied to supply the Mid Day meal in NDMC/Navyug schools for the academic session 2016-19.

6.3 The applications of the 05 applicants were opened on 24/08/2016 in the presence of the Director (Edn.), AO (Edn.) and AEO(MMS) and the detailed comparative sheet was prepared as per the requirement of the Annexure-IV of the EOI to further evaluate the application.

6.4 Thereafter a meeting of the Selection Sub-Committee comprising of MOH, Dir.(Edn.), Dir.(Finance), Dir.(Welfare), AO(Edn.) & AEO(MMS) was held on 06/09/16. During the meeting, the financial capability, experience for Mid Day meal supply, manpower of the organization, size of the kitchen, distance from the NDMC Headquarter etc. were examined by the selection sub-committee. The committee recommended objective criteria for evaluation of all the 05 Mid Day Meal suppliers after physical verification of their kitchen.

6.5 Based on the recommendation of the selection sub-committee, the kitchen of all the 05 applicants were physically inspected by the members/representatives of the

Selection Sub-Committee on 15/9/16 and 16/9/16. The details of the kitchen of all the 05 applicants are as under :-

| S. No. | Name of suppliers and address   | Kitchen address  |
|--------|---|--|
| 1      | <b>Iskon Food Relief Foundation</b><br>Ali Village Opp. Comm. Center<br>Mathura Rd., N.D. 76<br>Mb. 9680197400, 9718135232    | Ali Vihar, Ali Village, Community Centre, Sarita Vihar, New Delhi(Existing)<br><b>Mr. Sanjay Tikku, Director</b> |
| 2      | <b>Manjeet Caterer</b><br>A-1-103 Lajpat Ngr.<br>N.D.110024<br>Mb. 9212874266/9999057004                                      | Plot No. 268, Jasola Village Behind Apollo Hospital(Existing)<br><br><b>Mr. Kuldeep Singh, President</b>         |
| 3      | <b>REWARDS</b><br>F-30, East Jyoti Nagar Delhi 93<br>Mob. 9810272897,<br>9868159118, 9868238430                               | A-12, Khoera No. 12/2 Main Sewa Dham, Mandoli, Delhi<br><b>Mr. Satish Kumar</b>                                  |
| 4      | <b>Ghanshyam Sewa Samiti</b><br>B-1/2 Satish Jain Complex, Loni Road, Jawahar Nagar, Delhi -95<br>Mob. 9873881038, 9654397266 | Plot No. 39, Gurudwara Babe Nanak Ji, Dilshad Garden, Delhi 110095<br><b>Mr. Lal Chand Jain</b>                  |
| 5      | <b>Manjeet Education &amp; Social Welfare Society</b><br>Mob. 9999789945/9990834792   | H. NO.1, Opp. Pkt. 10B, Jasola Village, Nr. Apollo Hospital<br><b>Sh. Kuldeep Singh</b>                          |

6.6 During the visits, the sub-committee inspected the size of the kitchen, facilities available, man power, the stores, the automatic system, the washing area, the cleanliness of the entire kitchen premises and the cleanliness of the man power, accessibility of the kitchen from the main road, the distance from the NDMC Headquarter etc. Based on the visits, the selection sub-committee found 02 suppliers suitable out of the 05 applicants and have recommended that the work for providing Mid Day Meal in NDMC/ NDMC Aided /Balwari & Navyug schools may be awarded to the following 02 suppliers:-

| S. No. | Name of suppliers and address   | Kitchen address  | Proposed allocation of schools           |
|--------|---|--|--|
| 1      | <b>Iskon Food Relief Foundation</b><br>Ali Village Opp. Comm. Center<br>Mathura Rd.,<br>N.D. 76<br>Mb. 9680197400, 9718135232 | Ali Vihar, Ali Village, Community Centre, Sarita Vihar, New Delhi (Existing)<br><b>Mr. Sanjay Tikku Director</b> | <b>Zone V- VIII</b>                      |
| 2      | <b>Manjeet Caterer</b><br>A-1-103 Lajpat Ngr.<br>N.D.110024<br>Mb.9212874266/9999057004                                       | Plot No. 268, Jasola Village Behind Apollo Hospital (Existing)<br><b>Mr. Kuldeep Singh, President</b>            | <b>Zone I – IV (and evening schools)</b> |

6.7 The EOI is valid for 03 years of above approved suppliers. However, work will be awarded on year to year basis on the performance of the suppliers. The work for Mid Day Meal supply w.e.f November, 2016 for the Academic Session 2016-17 (before summer vacation) may be awarded to above mentioned 02 suppliers, selected by selection sub-committee.

**7. Comments of Finance Department:**

1. Availability of funds under the concerned head of A/C may be ensured.
2. Correctness of information, data and computation may be ensured and certified.
3. It needs to be ensured that certified that prescribed time limit for publicity of tender has been observed.
4. The supply of procurement shall be received strictly as per terms and conditions of the approved NIT.
5. All Sub-Committee Members have not signed Minutes of the Meeting which was held on 06.09.2016. The same may be signed by the Director(Welfare) and MOH at P-99/N and at P-104/N by Rep. of MOH for its authentication at designated placed marked by the department.
6. At page 108/N, the department stated that the supply will be w.e.f. October, 2016 whereas in para 6.7 of Draft Agendum supply stated w.e.f. November, 2016 which needs clarification & correction.
7. All Annexure to the Draft Agenda required to be authenticated.

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

1. Sufficient funds are available in HOA 2604015(Plan) and 2308027(Non Plan) for the year 2016-2017.
2. It is certified that all the information, data and computation are correct.
3. It is ensured and certified that prescribed time limit of publicity of tender has been observed.
4. The user department has ensured that the supply of the procurement shall be received as per terms and conditions of the approved NIT.
5. Needful has been done.
6. The actual time for supply is November, 2016.
7. All the annexure have been verified and signed by the Director (Edn.)

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

No legal issue is involved in this matter.

**10. Comments of the Law Department on the Subject/ Project.**

The Law department has concurred to the proposal with their comments that no legal issue is involved in this matter.

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

- i) *Resolutions No. 16(M-1) dated 02-07-04*
- ii) Resolution No. 12(M-2) dated 27-04-05
- iii) Resolution No. 13(M-3) dated 19-05-06
- iv) Resolution No. 10(M-1) dated 18-07-07
- v) Resolution No. 06(M-3) dated 16-07-08
- vi) Resolution No. 06(M-01) dated 15-04-2009
- vii) Resolution No. 05(M-01) dated 21-07-2010
- viii) Resolution No-14 (M-02) 20-04-2011
- ix) Resolution No. 02(M-03) dated 27-09-2012
- x) Resolution No. 03(M-01) dated 24-07-2015

**12. Details of previous council Resolutions, item No 09 (M-03) dated 27/06/16**

I) Administrative Approval and Expenditure sanction for incurring an expenditure of Rs.356.0 Lacs (Rs. 234.0 Lacs under Plan Head and Rs. 122.0 Lacs under Non-Plan Head) for supply of MDM in NDMC/NDMC Aided/Balwari/ Navyug Schools. The amount under Plan Head will be received from Govt. of NCT as Grant on actual expenditure basis as per prescribed policy approved by Govt. of India and as per enhanced prevailing rates for cook cum helper, honorarium, cost of food grain, transportation, Gas subsidy, MME from time to time as per norms of Ministry of HRD and as per enrolment of the student in NDMC/NDMC Aided/Balwari/ Navyug Schools.

II) Approval to publish EOI (Expression of Interest) of Mid-day Meal 2016-2019, copy of the EOI annexed with the Agenda, on NDMC website [www.ndmc.gov.in](http://www.ndmc.gov.in) for invitation of Expression of Interest for the engagement/empanelment of NGOs/Voluntary organizations /Caterers for the supply of freshly cooked Mid-day Meal from the Semi automated kitchen to the Children of NDMC/NDMC Aided and Navyug/Balwari Schools for the year 2016-2019.

III) Initially, the work will be given for supply of mid day meal for a period of one year only i.e. 2016-17. If performance of the organization found satisfactory, the work order for mid day meal supply may be extended for two more years, on annual basis.

**13. Certificate that all CVC Guidelines on the subject have been followed:**

Yes.

**14. Recommendations :-**

The following proposal is submitted before the Council for according approval :-

- i) To accept the recommendations of the Selection Sub-committee and award the work for Mid Day meal supply w.e.f November,2016 for the academic session 2016-17 (before summer vacations) to M/s Iskon Food Relief Foundation and M/s Manjeet Caterer (both these suppliers are existing Mid Day Meal suppliers also). As per the rates and terms and conditions approved by Ministry of HRD from time to time.

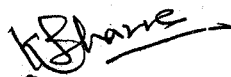
- ii) The EOI in respect of these two suppliers will be valid for 3 years i.e. up to academic session 2018-19. However, work will be awarded on year to year basis on the performance of the suppliers.
- iii) The Department may take action as per the above resolution in anticipation of the confirmation of the minutes by the Council.

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

The Council resolved to reject the Department's proposal and to direct the Department to float fresh Expression of Interest.

The Council further resolved to direct the Department to contact mid-day meal suppliers, who are catering mid-day meals in North Delhi Municipal Corporation, South North Delhi Municipal Corporation, East Delhi Municipal Corporation, schools and State run schools and encourage them to participate in the fresh bid for Expression of Interest for wider participation.

The Council also resolved that the existing scheme may be extended for six months as an interim measure, or till the selection of vendor through tender, whichever is earlier.

  
**Secretary**  
**New Delhi Municipal Council**  
**Patika Kendra, New Delhi**

Copy of Reso. No. 16(D-03)  
of  
Council's Ordinary Meeting  
Dated - 16/01/2017

**ITEM NO. 16 (D-03)**

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

- a) Acceptance of final reports submitted by M/s.SBICAP to NDMC for the formation of Electricity Distribution Strategic Business Unit (EDSBU) within NDMC.
- b) Incorporation of all the Administrative, Accounting & IT related changes proposed by M/s.SBICAP in NDMC.
- c) Implementation of the Accounting changes in the e-financial Application through M/s.e-Governments Foundation, software developer of Integrated Financial Application of NDMC.

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

Accounts Department/Power Department

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

NDMC is a Municipal Council entrusted with the Distribution of Electricity also, apart from other functions/services, to the consumers in NDMC area under Section 195 to 201 of the NDMC Act 1994. M/s. SBICAP was appointed as Advisory firm for the formation of EDSBU with NDMC vide Reso./Item No.06(B-17) dt.29.1.2014 for the compliance of the directives of DERC on the petition filed by NDMC 2005-06 & 2006-07 for determination of wheeling Tariff and Retail Supply Tariff for true up and Aggregator Revenue Requirement (ARR).

**4. Detail Proposal on the Subject/Project :**

M/s. SBICAP has submitted its Final Report to NDMC suggesting the re-organised structure for creating the proposed EDSBU, preparation of opening Balance Sheet and Accounting Policies including Policies for shared expenses suggesting corresponding changes in NDMCs Accounting Software and undertaking computation of actuarial valuation for the employees to be domiciled in EDSBU.

**I. The recommendations of SBICAP can be broadly categorised as under:-**

- A. Administrative Changes.
- B. Accounting Changes.
- C. Accounting Software related Changes.

**A. Administrative Changes:-**The broad steps for the formation of EDSBU would be as under:-

- a. Designating the Core Electricity Supply & Distribution Activity related Departments/Divisions into EDSBU.
- b. Carving out Sub Divisions from other Departments/Divisions catering to the Electricity Supply & Distribution Function(S&D), to the extent possible and merging these into EDSBU.
- c. Wherever such carving is not possible, suitable expenses sharing mechanism to be put in place based on apportionment of Income and Expenditure.
- d. Vertical wise Pension and Retirement details of the employee are to be segregated. Assets against employee retirement benefits such as Pension

Fund, Gratuity, Commutation, etc. which are currently not segregated will be shown under SFD till segregation is implemented.

**B. Accounting Changes: -**

- a) The Accounting Structure of NDMC has been suggested to be segregated in the following 3 verticals/Divisions.
  - i) Municipal Division - (MD).
  - ii) Electricity Distribution Strategic Business Unit - ( EDSBU ).
  - iii) Shared Function Division - (SFD).
- b) Apart from the Verticals/Accounting Segments suggested by M/s.SBICAP, Water Supply & Sewerage Divn has been added by NDMC as a Vertical at the Vertical Level for preparation of separate Accounts for Water Supply & Sewerage Function at a later stage.
- c) For financial Accounting purpose, all the fields & Sub-fields of NDMC have been classified under one of the aforesaid Vertical.
- d) Income & Expenditure in SFD need to be bifurcated monthly amongst MD, EDSBU & WS & SD according to a fixed ratio on the basis of number of employees under these verticals. This amount of recovery by SFD from MD and EDSBU will be trued up monthly and on completion of the relevant financial year and differential amount will be adjusted in the same financial year so as to bring the net income surplus/deficit of SFD to zero.
- e) Some sub-fields are also to be created for the fields that fall under SFD in order to post the transactions specifically related to those verticals as well as to carve out the Income & Expenditure to the relevant fields.
- f) It is proposed that a combination of Field and Sub-field be mapped to the respective segments in order to undertake Field-wise budgeting, as being done currently.
- g) In case where divisions/departments of MD or EDSBU are providing occasional services to each other or to SFD, a Work Estimate comprising of cost details would be required to be approved by the concerned departments/division prior to commencement of work and the same shall be taken for accounting income and expense of the respective departments. The financial entries will be passed based through IUT mechanism.
- h) Some Chart of Accounts are also to be created for the Items/Heads mentioned in the ARR requirement list as suggested by M/s.SBI CAP in Chapter-8. The GL codes to be created have been identified and will be created with the approval of F.A.
- i) Some Functions need to be kept open in more than 1 Segment/Vertical such as Function Code 99 – Other Taxes should be kept open both in MD & EDSBU and Function Code 2,3 & 7 should also be available in MD. Similarly other Functions are also to be analysed to see their requirement in each of the proposed Segment/Vertical.
- j) Pension Branch will have to segregate the transactions of Retiring Benefits into the four Verticals.

- k) **Opening Balance Sheet of NDMC:** - M/s. SBICAP has submitted Opening Balance Sheet in r/o EDSBU as on 1.4.2014. All the transactions as appearing in the NDMC Accounts of 2014-15 and 2015-16 shall have to be re-arranged as per SBICAP Report and incorporated in the closing balance as on 31.3.2016 so that the opening balance sheet of 2016-17 may have correct balances in the balance sheet of Electricity as in NDMC Account. All the suggestions of M/s SBICAP shall have to be minutely incorporated in the Balance Sheet.
- l) Accounting Statements will now be prepared for all the above specified Verticals and for NDMC as a whole.
- m) All Assets, Liabilities, Income & Expenditure pertaining to a Specific Deptt. will now be charged to such respective Deptt., Segment & Verticals.

**C. Accounting Software's Related Changes :-** Major changes in the Accounting Software are required to be done on the basis of re-organisation Plan suggested by M/s.SBICAP.

- i) SBICAP has also submitted ARR Formats prescribed for Distribution Licenses and under DERC Accounting Regulations 2014 which are to be prepared by NDMC.
- ii) ARR Requirement List :- An extensive list of heads/items that needs to be compiled by NDMC & submitted to DERC during its ARR filing, is also required to be prepared as mentioned in Chapter 8.
- iii) Chart of Accounts are also to be mapped to the ARR Requirement List so as to allow NDMC to integrate Annual ARR filing with NDMC Software applications, to ensure timely and accurate tariff filling.
- iv) **Pay Roll System:-**
  - a) Necessary changes are required to be done in the Pay Roll System such as mapping of all the sub-fields and fields with Verticals in order to work out the Salary Expenditure Vertical wise.
  - b) The sub-fields proposed to be created as per Annexure-Q, are also required to be added in the Pay Roll System as explained at Point No.10 & 11 in Annexure 'C'.
  - c) Number of employees working in each vertical will also be evaluated from the Pay Roll System.
  - d) Integration of the Pay Roll Application after incorporating all the changes suggested by M/s. SBICAP, is also to be done with the Financial Software Application.
  - e) Form 11 & Form 12 of Annexure 6 need to be developed by CBS through the Pay Roll System. These Forms include Deptt.-wise Salary details, Medical re-imbursement/New Medical Health Scheme Detail and Leave Encashment detail.
  - f) Currently salary vouchers of each Divn. are created in the e-Financial Application in their respective Divn. However, now it has been decided that the Salary vouchers will be generated in the field Code 334 CBS.

CBS has the following 4 Sub Divn. which have been mapped to Vertical as under :-

|         |         |
|---------|---------|
| CBS-I   | MD      |
| CBS-II  | EDSBU   |
| CBS-III | WS & SD |
| CBS-IV  | SFD     |

Relevant Sub-field will be captured by the system and the expenditure on salary will be booked under the concerned Vertical.

- g) Segment wise segregation of Expenditure to be incurred on leave encashment is required to be maintained.

**v) Customer Care & Billing Application (CC&B)**

- a) All the transactions related to Electricity & Water Function need to be posted separately under the Electricity & Water Supply & Sewerage Function in the e-financial application thus it was decided that CCB system will post 2 receipts in the e-Financial Application for Electricity & Water payment for the generation of 2 receipt Vouchers even though if the payment has been received for both the Functions through a single cheque.
- b) Transactions of Electricity bill have been mapped with the EDSBU & the transactions of Water bills have been mapped with the WS&SD.

**vi) e-Financial Application: -The Software Developer of e-Financial Application M/s.e-Gov. Foundations have been advised to modify the Software as recommended by M/s.SBI CAP.**

- a) Some structural level changes are to be made in the Software to implement Accounting changes as explained in Annexure 'Y'.
- b) Testing of integration with Pay Roll & CCB system after making due changes in the Software Applications is to be done.
- c) Necessary training to the Staff of all the Departments in NDMC for working on the Software Applications after doing all the aforesaid changes in the system will have to be imparted.
- d) Some process related changes/details have been suggested by SBICAP as explained in Chapter 9 of their Report. These process related details are also required to be captured in the Financial system which are related to various Departments.
- e) Separate front end screen/pages or formats are required to be developed in r/o each Deptt. so that they could enter the details related to their Deptt. These details are required for preparing FAR and other Annexures to be submitted to DERC while filing ARR.

**vii) Power Department:-**

- a) Some front end screen/pages are required to be developed for the Power Deptt. to enter the details required as per Expenses Forms/Format of Annexure-6. Various Forms/Formats are also required to be developed for filling AAR.

- b) Annexure 9 is required to be developed for tariff filling for which segregation of Accounts into wheeling and retail Supply Business based on the Principle laid down by DERC in its tariff regulations, is also to be done.

viii) **Distribution Department :-**

Details such as Location, cost etc. for each pillar, distribution line are to be maintained in the system in order to meet the requirement laid down by DERC as per Form provided in FAR.

ix) **Commercial Deptt.:**

- a) Form 1, Form 2, Form 3, Form 4, Form 5, Form 6 and Form 9 of Annexure – 7.
- b) B.2-B.6 of Table 18.
- c) Form 2, Form 7, Form 9, Form 11, Form 12 and Form 13 of Annexure 8.
- d) Debtor ageing should be undertaken by EDSBU and record of receivables against various revenue categories should be maintained.
- e) As stipulated by DERC, NDMC's internal consumption of electricity should be metered and should be charged as per the applicable tariff structure.
- f) Consumer meter details to be maintained as per the format provided in the FAR.

x) **Stores:-**

Requisition from various departments for purchases to be made by Stores should indicate the Scheme (including nature- revenue of capital) against which the assets would be deployed.

xi) **Cash Branch: -**

Vertical wise segregation of cash collection is to be done.

xii) **Accounts Branch: -**

Vertical wise segregation of expenses incurred on Medical Reimbursement/New Medical Health Scheme.

xiii) **Pension Deptt. :-**

- a) Vertical wise Pension and Retirement details of the employee are to be segregated by the Pension Branch.
- b) Actuarial Related Data is to be prepared as per Format Annexed by M/s SBICAP. Actuarial Liability need to be re-estimated every balance sheet date making it an annual exercise.

xiii) **IT Deptt./General Deptt/Auto Work Shop :-**

- a) Purchase Registers and Issue Registers maintained by these Deptt. should be linked with each other in order to ensure that the cost of the Items issued to a particular official/Deptt. should be easily mapped.

- b) Details of the Store/Asset should be maintained in the Relevant Forms of FAR.

xiv) Welfare Deptt. :-

Vertical wise segregation of expenditure should incur on Welfare Schemes of the NDMC employees is to be done by the Deptt.

xv) Personnel Deptt. :-

Vertical wise details of Leave balances, Date of Birth and other relevant information of the active employees is required to be maintained by the Personnel Deptt.

xvi) Planning Deptt. :

- a. A screen/page is also required to be developed for the Planning Deptt. to enter all the detail of a newly proposed scheme including Asset to be created/replaced, DERC Approval Details, Estimated cost, Consumer Contribution received Details and the Deptt. which is going to implement the scheme.
- b. Details of the schemes need to be captured at the very initial stage and it will be forwarded further to the executing Deptt.

xvii). Construction Divn.

- a. Financial entries pertaining to a particular AE having its own specific sub field should be passed in their sub-field.
- b. Capitalisation \_ Salary Expenses and other related expenses of Construction Divn. are to be capitalised to assets in proportionate to expenses incurred on various estimates during the period Yearly basis/compilation of work.
- c. All Head of Accounts of Repair & Maintenance as well as Capital work need to be mapped with the Asset Sub Ledger so that the Sub Ledger Report of each asset will display the expenses incurred on creation or repair of that particular Asset.
- d. Other details required as per FAR Format are also required to be captured in the system.
- e. Records of Consumer Contribution – Money received, Used and Balance to be refunded.
- f. Schemewise and Asset/Sub Station wise segregation of Original work and replacement work.
- g. Expenditure Incurred on Material cost, Labour cost, A&G Cost etc, also need to be specified in the system separately.
- h. Land related detail on which the Asset has been installed also need to be captured in the system.
- i. Completion Certificate should be shared with Accounts Sub Division available in each Construction Divn. so that the respective Capital

Work in Progress (CWIP) amounts visible in the system could be capitalised.

- j. Inventory hand over from the Construction Divn. to the Maintenance Divn. should be system driven (through IUT) and should be effective only when the corresponding amounts have been capitalised in the Financial Accounting System.

xviii) **Maintenance Divn. :-**

- a. Maintenance Deptt. should be allowed to incur any expenditure on the Maintenance only on those asset which have been passed to them by the Construction Divn. through the system and have been capitalised.
- b. Maintenance Divn. should maintain the records for the complete cost incurred on an Asset including soft cost.
- c. Expenditure should be segregated to identify the original work and replacement work.
- d. Capitalised Works carried out by Maintenance Divn. should be indicated in the system integrated FAR.
- e. Capitalisation: - In case Maintenance Divn. incurred some expenditure on Capital Schemes, the expenses of Maintenance Divn. should be capitalised to such Assets in proportionate to expenses incurred on various estimate during the period on Capital work and on Maintenance related work.

xix). **Stores:-**

- a. Stock and Dismantled asset details should be maintained in the system by all the departments.

xx) **Civil Deptt.:-**

- a. All civil related property and land records to be domiciled in EDSBU should be transferred to the civil building maintenance department proposed to be carved out specifically for EDSBU.

xxi) **Accrual Based Accounting Section (ABAS):-**

- a. Monthly & Annual Accounts are now to be prepared vertical wise.
- b. Balance Sheet updation – Separate balance sheet need to be prepared for EDSBU and for the NDMC as a whole.
- c. FAR Integration with the Financial Accounting system. A separate module for the generation of FAR is required to be developed. All the Assets of NDMC are to be numbered and the details of all these assets need to be captured in the FAR which will include.
  - I. Asset ID
  - II. Principle Scheme under which the Asset was created.
  - III. DERC Approval status Detail, if any.
  - IV. Cost of the Asset with Break-up such as Material cost, Labour etc.
  - V. Means of Advances.

- VI. Implementing the Deptt.
- VII. Maintaining Deptt.
- VIII. Date of Completion

d. Separate FAR will be developed in r/o the following Category :-

- I. FAR : Land.
- II. FAR : Built up Area (Civil)
- III. FAR : Sub-Station.
- IV. FAR : Plant & Machinery
- V. FAR : Inter Connector, Line Cable Net Work, Feeders.
- VI. FAR : Vehicles.
- VII. FAR : Furniture, Fixures & Fittings.
- VIII. FAR : Office and Other Equipments.

**II. Actuarial Valuation Report :-** Actuarial liability has been calculated as on 31<sup>st</sup> March, 2014 in r/o of all long term defined benefit schemes that active and retired employees of Electricity Deptt., Power Deptt. and Commercial Deptt. are eligible on the basis of key assumptions as explained in the Chapter 6 of the Report. An Actuarial liability of Rs.1746crores has been estimated in r/o proposed EDSBU. It has been suggested by SBICAP that this liability would need to be re-estimated on every balance sheet date making it an annual exercise. The Actuarial liability for 2014-15 and 2015-16 shall have to be worked out by NDMC.

**III. Rental Policy:** - In order to account for assets and liability of all the verticals separately, these are being domiciled under the relevant segments. In this regard, properties belonging to one segment but being used in part by the other segment would have to be treated on rental basis. A policy is required to determine the basis of rental to be charged by one segment from the other.

In terms of Guidelines in the CPWD Manual 2014, rent is assessed according to the following 2 alternate methods :-

1. On the basis of recognised numbers of valuation.
2. On the basis of Prevailing Market Rent

NDMC could adopt either or the above to arrive at the rent payable by one segment to another based on suitability. In case of the prevailing market rent approach, NDMC could use the average rent realised on its own property at various location as benchmark as the same are based on the price discovery through standard procedure followed as per approved Internal Policy.

It is proposed that the rent may be assessed on the basis of the prevailing market rent as explained above. Estate Branch may be authorised to arrive at rent payable for each building/location/land space by one segment from another. They will specify the rates at which the concerned Division will raise rent claim in r/o the shared Asset.

**IV Fixed Asset Registers:** - M/s. SBICAP have submitted the fixed Asset Registers in Oct. 2015 alongwith Annexures to the Fixed Asset Registers. Asset Registers include the closing balance as on 31.3.2014, the scheme-wise expenditure, depreciations in the fixed Assets details of Sub Stations etc. has been mentioned in the Asset Registers. They have compiled the Asset Registers by taking necessary expenditure details from the concerned working Units of NDMC and the Asset Registers include the following:-

1. Details of Fixed Assets : Land

2. Details of Fixed Assets : Build up Area (Civil)
3. List of Sub-Stations as per Electric Maintenance Divns.
4. Details of Fixed Assets : Plant & Machinery.
5. Details of Fixed Assets : Inter-connector, Line Cable Network, Feeders.
6. Details of Fixed Assets : Vehicles.
7. Details of Fixed Assets : Furniture, Fixtures, Fittings.
8. Details of Fixed Assets : Office and Other Equipments.

**Action to be taken :** - The Asset Registers in NDMC are being maintained from 01.04.2004 with a nominal value for each Asset @ Re.1. Thereafter the expenditure is being shown as Work in Progress.

The Registers compiled in 2004 shall have to be bifurcated Segmentwise.

The Asset Register submitted in r/o of Electricity Department by M/s. SBICAP shall have to be maintained in the Accounts of NDMC by reconciling the amount appearing as on 31.3.2014. The Expenditure incurred upto 31.3.2016 shall have to be included in the Asset Register and depreciation shall also be changed thereon.

The Asset Register shall have to be maintained at Field Level so that the annual transactions related to Depreciation etc. may be incorporated by the Field concerned.

M/s SBI Cap has submitted FAR alongwith Annexures in r/o EDSBU and has identified Gross Fixed Assets including CWIP amounting to Rs. 883.71 crore pertaining to EDSBU.

NDMC has to identify the Fixed Assets of all the Divisions across NDMC. All the Assets need to be identified, valued and their details need to be captured in the FAR Formats. Thus a complete module is required to be developed for FAR of all the categories pertaining to each vertical.

**5. Financial Implication of the proposed Project/Subject:**

The cost of development for the scope of work including modifications to be done in the existing Integrated Financial Application, as per recommendations of M/s SBICAP, has been proposed as Rs. 1,43,84,292/- + Service Tax (as applicable) by M/s. eGovernments Foundation for the entire project including Asset Management system.

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

Time lines for the implementation of various phases and payment milestones as envisaged by M/s eGovernments Foundation are as under:

| S.No. | Payment Milestone      | Payment % (of total cost) |
|-------|------------------------|---------------------------|
| 1.    | SRS Sign-off           | 15%                       |
| 2.    | UAT Sign-off Phase-I   | 15%                       |
| 3.    | UAT Sign-off Phase-II  | 15%                       |
| 4.    | UAT Sign-off Phase-III | 15%                       |
| 5.    | UAT Sign-off Phase-IV  | 15%                       |
| 6.    | UAT Sign-off Phase-V   | 15%                       |
| 7.    | GO-Live Phase-V        | 10%                       |

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

Finance Department vide Diary No.-2307/Finance dt. 29-11-2016 made the following observation on the proposal of the Department:-

Finance Department has already given concurrence to the proposal of the Department, i.e. accord of A/A & E/S for Rs. 1,43,84,292/- + Service Tax (as applicable) for the 'Development of the changes recommended by M/s SBICAP related to EDSBU' by M/s e-Governments Foundation on the basis of their justification at page 31-32/N. The Department has also proposed for accord approval for the formation of Water supply and Sewerage Division. (WS & SD, parallel to EDSBU within NDMC). This aspect may also be seen by the Competent Authority before placing the Draft Agenda to the Council.

## 8. Comments of the Law Department on the subject:

It has no legal issue, however, the department is to ensure that the agenda has been prepared as per the approval of the Competent Authority, i.e., Chairman, NDMC and the agenda fulfils their purpose.

## 9. Recommendations:

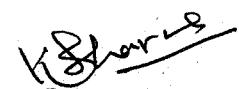
The case is put up before the Council for:-

- i. Acceptance of final reports submitted by M/s.SBICAP to NDMC for the formation of Electricity Distribution Strategic Business Unit (EDSBU) within NDMC.
- ii. Incorporation of all the Administrative, Accounting & IT related changes proposed by M/s.SBICAP in NDMC.
- iii. Implementation of the Accounting changes in the e-financial Application through M/s.e-Governments Foundation, software developer of Integrated Financial Application of NDMC.
- iv. To accord AA & ES for Rs. 1,43,84,292/- + Service Tax (as applicable) for the "Development of the changes recommended by M/s SBICAP related to EDSBU" by M/s. eGovernments Foundation.
- v. To accord approval for the formation of Water Supply and Sewerage Division (WS &SD) parallel to EDSBU within NDMC.

## COUNCIL'S DECISION

The Council resolved to:

- i. accept the final reports submitted by M/s. SBICAP to NDMC for the formation of Electricity Distribution Strategic Business Unit (EDSBU) within NDMC.
- ii. Incorporate all the Administrative, Accounting & IT related changes proposed by M/s, SBICAP in NDMC.
- iii. accord approval for the formation of Water Supply and Sewerage Division (WS &SD) parallel to EDSBU within NDMC.

  
**Secretary**  
 New Delhi Municipal Council  
 Palka Kendra, New Delhi

16.01.2017

**ITEM NO. 17 (A-55)****1. Name of the Subject:**

Request for proposal (RFP) Selection of Concessionaire, for Setting up and management of 'Happiness Areas' at Children Park

**2. Name of the Department:**

EE(R-I), Civil Engineering Department.

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

New Delhi Municipal Council (NDMC) area enjoys a rich multi-cultural heritage with influences reflected in its architecture, cuisine, arts, literature and civic life. As part of its Smart City initiatives, NDMC is in the midst of transforming key open spaces into 'Happiness Areas' for improving Children/visitor experience in existing park and open spaces. This transformation process intends to make the best use of existing resources and provide unique amenities to enhance recreational needs for Children and visitors. The key objectives of the 'Happiness Areas' initiative are:

- Availability and development of a variety of high quality virtual theatre, fish aquarium and mini station cum cafeteria.
- Contribute to the vitality and viability of NDMC's parks and open spaces
- Promote social interaction through recreational services and facilities
- Encourage economic development through employment opportunities
- Work in partnership with stakeholders to raise the profile of Children park and open areas

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

The New Delhi Municipal Council (the "Authority") proposes to develop 'Happiness Areas' and as part of this endeavour, the Authority has decided to conceptualize the development, operation and management of 'Happiness Areas' at Children Park (the "Project") through Public Private Partnership (the "PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis. The Authority has therefore decided to assess the selection of prospective Applicant(s), and receive proposals considering the concept, spatial design, marketing, operation etc. to carry out the bidding process for selection of [a private entity as] the Bidder to whom the Project may be awarded.

4.1 The scope of the work at Children Park is placed before the Council. Children Park is a unique public park/property situated adjacent to India Gate with 14 acres area and is a true amusement park for Children and visitors, very popular in Delhi, NCR and other nearby cities : The average foot fall/visitors in week days is 1000-1500 and increases up to 5000-10000 per day during weekends in winter months. The Park has many attraction for Children like playing equipments, swings, Games, Fish aquarium, Animal Topiaries in wire figure, Children Library, Musical fountain, Amphitheatre, Open Gym, Mougli Jungle book theatre, big green landscape with many sapling of trees, shrubs, flowers, three Underground public toilets etc. One Railway engine with two railway coach are being provided in the park for use as mini station cum cafeteria. The said package includes;

4.1.1 Designing, implementation and operation of an cafeteria with specified area of - 1500 sq. m. with a concept of mini railway station cum cafeteria including development of sitting in available railway coaches (broad gauge diesel railway coach). Open area for the purpose of outside sitting of the persons/guests shall be less than 1000 sq. metre around the specified area permissible for the cafe including provision of landscaping.

4.1.2 Designing, implementation and operation of Virtual theatre for Children having 60 Sqm area with sitting capacity of 30 -40 persons in existing structure, on entry ticket basis. VR Movie experience should have at least three different VR environments on one subject, with few motion animations and a pre-defined path guiding the viewer through this virtual environment with voice over music", by use of computer + Oculus VR Rift with other related hardware.

4.1.3 Up gradation, Installation and maintenance of World Class Aquarium in existing structure as per details framed by the authority. The concessionaire will be allowed to charge for entry in the aquarium.

4.1.4 Operations & maintenance and safety throughout the concession period.

4.2 The Interested bidders will be requested to visit the location for assessing the detailed Scope of Work.

The Selected Bidder, who is a legal entity as per the provisions of the Companies Act, 1956/ 2013 or consortium (the "**Concessionaire**"), shall be responsible for designing, building, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a concession agreement (the "**Concession Agreement**") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the "**Bidding Documents**" pursuant hereto. The concessionaire selected has to conform to the following requirements:

4.2.1 In case of Cafateria, Reinforced Cement Concrete will only be used to create the base structure and rest of the structure shall be made up of steel/ fibre /wood or other similar natural product like bamboo etc./glass.

4.2.2 Implementation time shall be nine months from the date of signing of agreement, and handing over of the site, whichever is later.

4.2.3 The concession period is for duration of nine (9) years from the date of handing over the possession of the area (AS IS WHERE IS BASIS) and will terminate automatically after the completion of the concession period, without any further extension in any case.

4.2.4 Cafeteria, Virtual theatre and fish aquarium complex shall be operated by the Concessionaire by itself and no subletting shall be allowed at any point of time during the concession period. If at any stage, subletting is found, the concession agreement shall be terminated after giving due opportunity of hearing to the Concessionaire.

4.2.5 Cafe shall not serve any alcoholic beverage/tobacco related products. Sale of any product other than food items shall be prohibited.

4.2.5 No boundary/artificial boundary(s) will be allowed at any place under this RFP, Segregation of this area by soft-fencing such as lighted bollard or lighting fixed in earth.

4.2.7 Recreational facilities for children shall be free of cost.

4.2.8 The cafe shall be closed latest by 2100 hours on any day. Concessionaire may change timings after prior approval from NDMC.

4.2.9 The Concessionaire shall not use, directly or indirectly, any music system (in whatsoever manner) louder than 50 db in open area.

4.2.10 The Applicant will provide the estimated capital and annual O&M cost for the project

4.2.11 The scope of work will broadly include setting up of 'Happiness Areas', operation and maintenance. The applicant may identify any other additional facility for the visitors of the park, in the area covered under the scope of this RFP, to meet the objectives of this initiative. The applicant has to submit details of such additional features alongwith the submission of the bids under this RFP. If the concessionaire wants to provide any other additional facility for the visitors of the park, in the area covered under the scope of this RFP, to meet the objectives of this initiative, it can implement it after receiving prior approval of the NDMC.

**5. Financial Implications of the Proposed Subject:**

Proposal is on PPP model, no financial implication for NDMC

**6. Implementation Schedule with Time Line for each stage including Internal Proceedings:**

Project to be executed in 9 months after award of work.

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

---NIL---

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

---Nil---

**9. Legal Implications of the Subject:**

----NIL---

**10. Details of the Previous Council Resolutions, Existing Law of Parliament and Assembly on the Subject:**

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

Not required at this stage.

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

----NIL---

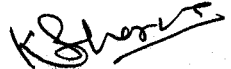
**13. Recommendations:**

Council's approval for the proposal of 'Selection of Concessionaire, for setting up and management of "Happiness Areas" at Children Park' on PPP basis is sought. If council considered and approved this proposal, all statutory approval would be taken.

**COUNCIL'S DECISION**

Resolved by the Council to accord approval for the proposal of 'Selection of Concessionaire, for setting up and management of "Happiness Areas" at Children Park' on PPP basis.

It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.

  
Secretary  
New Delhi Municipal Council  
Vaidika Kendra, New Delhi

Copy of Reso. No. 18(A-56)  
of  
Council's Ordinary Meeting  
Dated 16/01/2017

**ITEM NO. 18 (A-56)****1. Name of the Subject:**

Improvement and revamping the existing water supply including water audit, consumers survey, GIS Mapping Measures to reduce NRW/ UFW, Achievement of service level benchmark and upgrading the system for continuous (24x7) water supply to the command area of NDMC.

**2. Name of the Department:**

Water Supply Division, Civil Engineering Department.

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

New Delhi Municipal Council (NDMC) is the municipal corporation of the city of New Delhi, India, and the area under its administration is referred to as the NDMC area. NDMC, covering an area of 42.74 km<sup>2</sup>, is governed by a council with a Chairperson appointed by the Central Government.

New Delhi Municipal Council (NDMC) Water supply: NDMC is directly responsible for complete water supply and sewerage services in areas under the jurisdiction of NDMC which is 3% of the total geographical area of Delhi.

At Present, NDMC area is receiving 123.75 MLD (as per Bulk Water Bill data 2011-2012) treated water from DJB through 19 Numbers of inlet points with supply from different WTP through Main UGR & direct tapping on transmission main as stated below which are under control of DJB.

- 1) Jhandewalan, Talkatora, Hasanpur UGR, is being supplied water from Chandrawal WTP,
- 2) Palam UGR is being supplied water from Haidarpur WTP,
- 3) Hans Bhavan direct tapping on pumping main leading from Vazirabad WTP,
- 4) Nizamudin direct tapping on main from Sonia Vihar WTP.

As per consumer survey in NDMC command area, the present population of the project area is around 2,32,255. Present water demand for NDMC is 127.71 MLD (considering 40% losses) and prospective demand for year 2033 and 2048 works out to 122 and 150 MLD respectively. The present water supply to the NDMC area is 133.75 MLD out of which Delhi Jal Board (DJB) is supplying about 123.75 MLD and about 10 MLD is being supplemented through deep tube wells within NDMC.

However, due to technical & commercial losses water supply to NDMC area is limited to 4-6 hrs. in most part of the city. NDMC intends to improve technical efficiency and improvement in services for stakeholders within the NDMC area and meet the project objective as stated below.

The principal objective of the project is:

1. Reduction in Non-Revenue Water (NRW) and Un-accounted For Water (UFW)
2. Improvement in level of service to residents & establishment within the NDMC area
3. Upgrading the infrastructure for continuous (24 x 7) water supply
4. Improved management of water supply infrastructure and capacity building of existing personnel through appropriate model of private sector participation.

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

4.1 The scope of the work earlier placed before the Council includes design and construction works of various water components for the NDMC area which primarily focuses on Establishment of DMA, Replacement of HSC connections, instrumentation and SCADA works, Water Quality Sensors & Establishment of Central Monitoring System, Construction of New pumping station, Storage Capacity augmentation and rehabilitation of GLR and Laying and commissioning of Transmission Main and Distribution Network, Replacement of Consumer Water Meter and other ancillary capital intensive works. All these said works converge towards the measures to reduce the NRW/UFW, Achievement of Service Level Benchmark with 24X7 water supply for the NDMC area.

4.2 The said package works on the financial model which is PPP Model based on the hybrid Annuity Model where 60% of the actual works accomplished are paid during the construction phase and balance 40% will be released to the accepted Bidder in the form of monthly annuity payment over 60 months (during O&M period) based on the performance.

4.3 The Hybrid Annuity Model would offer a couple of key benefits to NDMC in addition to the conventional PPP or EPC model as they necessarily provide guaranteed outcome against the investment and hedge against defaulters for non-performance towards the goal. Nevertheless, the said contract can be upfront loaded, overdesigned and expensive. The complications involved are severe at many cases as there are more performance parameters linked towards payment and many of us are not capable of understanding all of their technical features or limitations due to unavoidable circumstances during the execution period (Site condition and Delay reasons will be attributable to both NDMC and contractor may be equally or variable proportions and responsibility quotient quantifications is very difficult to puzzling).

4.4 Further the project mostly focuses on the NRW reduction and 24X7 supply, with due replacement of assets which will be mainly to reduce the losses. The International Water Association (IWA) has developed a detailed methodology to assess the various components of NRW. Accordingly, NRW comprises of two components, which are the apparent losses (water theft and metering inaccuracies and Unbilled authorized consumption) and Real losses (from transmission mains, storage facilities, distribution mains or service connections).

4.5 The exact breakdown of NRW components and sub-components is not known while brining the proposal before the Council, making it difficult to adjudicate about the best course of action to reduce NRW and making the system 24X7. As a first step, it is very much essential to Meter the water use at key points in the distribution network and to the consumers to estimate levels of NRW (BASE LEVELS) by forming DMAs. This will provide us the first authentic first hand data to edify the rest of the structure like assessing the actual losses, zeroing in of these losses, rehabilitation etc.

4.6 The current level of NRW in NDMC's water system may not just be due to the real losses in the system, as ground facts are not established i.e. NDMC don't have a data of water distribution to acceptable level of accuracy. Often a distinction is to be made between un-validated and validated water audits. A proper water audit from the BASE LEVELS of NRW is a key tool to assess the breakdown of NRW and to develop a strategic program for NRW reduction and achievement of 24X7. Further if the capital-intensive projects are taken up on the basis of un-validated water audits, investments may not be efficient and may also fail and prove vicious as the Diagnoses is based on extrapolation rather than experimentation. This may also lead to Partial implementation of the contract due to lack of coordination between the various components of the contract, Under-estimation of the actual works to be carried and Under-estimation of the time factor, which may be a sheer Failure to mobilize the necessary human and financial resources to complete the works.

4.7 The contract also allows for payment towards the achievement of the target from

the un-validated BASE LEVELS of NRW. The reduction of the NRW plays a vital role in achieving all other modalities of the package which includes 24X7, quality control, service level Benchmark, etc., and carries the highest weightage due to its role in asset replacement/asset augmentation which are capital intensive. It is more prudent to categorically split/diversify the investment model that can yield immediate results without any efforts under proven practices. The works such as Survey of the network and consumers, establishment of DMA, modelling of the network, 100% metering, installation/replacement of Consumer Water Meters, replacement of House Service Connections (HSCs) and investigation for asset replacement at micro level can be taken up under one investment package and there would be direct reduction in NRW by doing such works.

4.8 Based on the investigation for assets replacement at micro level and improvement and augmentation of the networks based on demand and supply mapping for the individual DMA based on the modelling – which is much valid analysis, a separate tender may be floated and called upon based on the best available financial model. The split of such major works into smaller lots will be a more controlled and informed design to maximise competition, minimise investment and optimise efficient allocation against the each expertise (e.g.: NDMC can have good metering agency at low cost). It also provides NDMC a leverage to delimit the direct benefit transfer claims, which may club with the actual performance oriented benefits, which the contractor might exploit when taken under the single package.

#### 4.9 Case Studies:

4.9.1 Over the past several decades many of the Municipal Bodies/Urban Linked Bodies have implemented the 24X7 and NRW reduction Water Supply project in pilot zones and also by scaling up to the entire geographical extent of operation of such bodies. Most of such projects have been performance linked Contracts mostly under the PPP model.

4.9.2 A number of pilot projects have been taken up in the cities of Malkapur, Hubli-Dharwad, Amaravathi, Badlapur, Nagpur, Parts of Delhi, Latur, Mysore, Bangalore, Khandwa, Shivpuri, etc. and some of these projects were successfully implemented for the pilot area. As these projects were taken up for the entire city, it suffered a delay due to the lack of information on the existing network facilities and also faulty design (due to restricted time) which in-turn resulted in the cost and time overruns beyond the stipulated norms. Some of such instances are listed below:

- In case of Khandwa (MP) 24X7 project, as per the available information about 60 KM distribution network was quantified to be replaced. However during the implementation stage, the required length of replacement of distribution system was found to be 192 KM. \*\*
- In case of the city of Mysore 24X7, the Karnataka Urban Water Supply and Drainage Board handed over the project to JUSCO. The planned replacement of pipelines was for 910 km for 117000 no of properties. As against this, during the initial survey carried out the length of the pipeline to be rehabilitated was found to be 1910 KM and no of properties increased to 1,75,000.\*\*

\*\* Source- Indian Infrastructure Magazine December 2015

4.10 Further, it is also learnt that the projects are under the implementation stage in most of the cities. There is no hand on information on their smooth progress towards the success milestones. It may be more appropriate to validate the progress curve on real time and then take up such projects considering the huge financial obligations and social benefits of such project.

4.11 Based on the key learning from few of the case studies (as stated above) post implementation of the contract, it is more viable that first level service assessment of the project area indicating the status of the physical infrastructure and the service delivery

gaps should be taken up and on the basis of this assessment, the nature of rehabilitation works required to be ascertain and the investment needed. Such an assessment would give a realistic picture of the on ground situation to NDMC and NDMC may suitably draw up a Majority of the contract (Asset replacement is a major investment and factor for NRW reduction and 24X7). This will substantially benefit the implementation agency to appropriately plan for the work required to be taken up in phases. A clear understanding of the on-ground situation would help minimizing on future delay and disputes if any.

4.12 Working out on the dependencies between two successive contracts and compilation of their claims for poor design of the predecessor may be challenging but not insurmountable task. Carrying the whole work in one go would be easy to manage as single entity has to do the work of metering infrastructure, analysis and subsequent rehabilitation, but the contract will be overdesigned, heavily front-loaded and expensive.

4.13 In addition to the above it may also be noted that Ministry of Urban development, Government of India has taken up three major residential areas for redevelopment, the existing number of consumers in these colonies are:-

| Sl. No. | Area           | No of consumers |
|---------|----------------|-----------------|
| 1.      | Netaji Nagar   | 3099            |
| 2.      | Sarojini Nagar | 4736            |
| 3.      | Nauroji Nagar  | 670             |
|         | Total          | 8505            |

4.14 Approximately 30% of the total water consumers of NDMC live in these colonies, by this account it can be safely estimated that sizeable water assets lie there. As these areas are being taken up for comprehensive redevelopment there is no need to carry out any infrastructural development by NDMC.

4.15 Considering the above, a sub-Committee comprising of three officers viz. Secretary NDMC, Chief Engineer (Civil-I) NDMC and Director (Finance) NDMC was constituted to examine these issues. The sub-Committee submitted its report on 30.12.2016, which is placed as **Annexure I (See pages 229-237)**.

4.16 The sub-Committee observed that the report made by consultant M/s DRA is five years old and the report did mention on the replacement of the pipelines concurrent to that point of time and the same did not detail on the future condition of the such assets (which do not require replacement), as the works will be taken up at future date. The assets replacement was assessed based on the then existing pressure in the system, neglecting the well-known fact that the system may fail to take the capacity eventually with increased pressure in the system and other parameters as contract demands for major modeling of the network.

4.17 The sub-Committee further observed that as the exact breakdown of NRW components and sub-components is not known at this juncture, it is difficult to adjudicate about the best course of action to reduce NRW and making the system 24X7. In such a case as a first step, it is very much essential to Meter the water use at key points in the distribution network and to the consumers to estimate levels of NRW.

4.18 In view of making the proposal for the works more concrete and realistic and also to learn the Success rate and to review priority dependencies & constraints, the sub-Committee had a meeting with the experts in the field of implementation of 24x7 water supply system viz. Mr. J. Venkatesh, Sr. DGM, L&T, Chennai and also Mr. Rajendra Holani, Former Member Secretary, MJP (Govt. of Maharashtra). During the meeting, the

recommendation of the reports by consultant was briefed to the invitees and with all the brainstorming session for limited time, the advises and Techniques to be adopted for efficient management of such project were absorbed and the same is listed below in nutshell:

- I Due to the invalidated reports, percentage of pipeline to be replaced may increase depending upon the present conditions.
- II For executing the work on Hybrid Annuity Model, payment terms to be revised to 80-20 as against the RFP of 60-40. This would encourage for more parties to come up for bidding, considering friendly payment plans along with execution of project.
- III PQ (Pre-Qualification) Conditions as considered in the RFP as "bidder should have executed 24x7 water supply project" should be modified to "bidder should have executed continuous pressurized water supply project. As there are only two firms namely M/s Suez & M/s Viola, International Firms, in the market who have experienced of executing 24x7 water supply project, though the actual achievement of 24x7 water supply by them is doubtful as per reports available in the market. However, if we modified the PQ Conditions to continuous pressurized water supply, then there would be more players - firms to come up for bidding like L& T etc. Otherwise if NDMC keep the same PQ Conditions of 24x7 water supply projects as the past experience for firms then, there would be very limited competition & NDMC may not get any response.
- IV. All water meters to be replaced by 100% by AMII AMR meter though both of them are of the same kind except for recording meter readings.
- V. Before start of further process, technical audit & assessment of present condition of water supply pipeline network should be done. However, L&T suggested for replacement for pipeline network having age of more than 15years with new pipeline network for achieving target. This may not be appropriate as the replacement should be taken up on conditional assessment (categorically age wise, material wise and soon.
- VI. As far as possible while replacing HSC connections, all old pipeline network should be removed while laying new pipelines to avoid future leakage & contamination of water through old pipeline network.

4.19 The sub-Committee had consultations with representatives of the consultant M/s DRA, during which the following points emerged:

- (i) The consultant's report of 2011 would be partially useful as on date due to the changes in demography /commercial activities, deterioration in the pipeline network, variation in demand etc.
- (ii) The clear distinction of physical and commercial losses of the NDMC system is not available but the representatives informed that as per their experience commercial losses are far more in India scenario.
- (iii) The representatives also showed apprehension on participation in the project in the present hybrid-annuity modal, the market does not seem to be ready for such models.
- (iv) HDPE pipelines should be used for the rehabilitation.

4.20 As per the initial analysis of the report and based on the outcome of these meetings and also on the key learning from few of the case studies post implementation of the contract at various cities, the sub-Committee identified following issues which may pose challenge in successful implementation of 24x7 water supply project:

- a. Scope of work has drastically altered due to redevelopment plan for four major colonies - East Kidwai Nagar, Netaji Nagar, Sarojini Nagar and Nauroji Nagar. [One complete and three under process by Ministry of Urban Development, Government of India]. The nature of land use and number of units has gone sea change which will affect water demand. Based on changed water demand complete hydraulic designing of the project need to be re-examined.
- b. For any performance linked contract, base level data should be validated. Therefore in the present project the NRW level need to be established as a first step.

- c. Apart from redevelopment in four colonies several other areas of NDMC have seen drastic change in water consumption vis-à-vis 2011. For example Connaught Place and Khan Market have emerged as major entertainment hubs. A number of eateries /restaurants/bars/clubs have opened which has increased the demand of water considerably. Such variations need to be examined thoroughly while designing the system for successful implementation.
- d. In all the 24x7 water supply projects to increase the quantity of water supply source augmentation is required. Since NDMC do not have any control over supply source NDMC have to be extra meticulous in NRW reduction, saving of water, predicting water demand, planning hydraulic modeling etc.

4.21 Considering the above the sub-Committee decided that at first level service assessment of the project area indicating the status of the physical infrastructure and the service delivery gaps should be taken up and on the basis of this assessment, ascertain the nature of rehabilitation works required and the investment needed. Such an assessment would give a realistic picture of the on-ground situation and equip the department draw up a suitable contract. The works may be taken up in two stages as mentioned below so that the core objective of the programme statement shall be met efficiently.

4.22 Further, as the works are taken in stages, based upon the ground conditions and extent of work to be carried out, time frame of contract may be staggered and decided suitably so that the final deliverable can be met. It is also more prudent to categorically split/diversify the investment model in following two stages which can yield immediate results under proven practices and the same will be more economical:

**Stage 1 - Establishment of the NRW levels at micro level:**

- A. Surveys
  - 1. Investigation survey
  - 2. Asset survey
  - 3. Topography survey:
  - 4. Consumer survey
- B. Baselineing of NDMC GIS records and Establishment of Central Monitoring System and instrumentation and SCADA works
- C. Plan, design and implement DMA and confirmation of the DMA boundary
- D. Sizing of the Feeder to the DMA by network Modeling and preliminary execution of works for baselineing of the DMA.
- E. Installation of the electronic District meters and Assessment of Initial Base line UFW including installation of meters for slums.
- F. Replacement of all the consumer Water meters and install new meters on all unmetered connections of NDMC.
- G. Replace all corroded and leaking House Service connections with new MDPE service pipe work and fittings.
- H. Assessment of Final - Base line UFW.
- I. Installation of Water Quality Sensors
- J. Mobile application to disseminate customize information to the consumers w.r.t. water usage, bills, water quality monitoring etc.
- K. Prepare DMA files- DMA Design Report and Report of Works to be Carried out during the construction including the cost benefit analysis/ VFM, etc, replacement pipe recommendation reports, etc in order to achieve the desired target

**Stage 2 - Construction Stage - Replacement of Pipeline and Pipe line Appurtenances and also construction of GLR's as required to meet the Demand and Capacity (Ares Wise)**

- A. Laying and commissioning of Transmission Main and Distribution

Network pipelines and other appurtenances as per the recommendation of the conditional report carried out during the first stage (Pre-construction Stage).

- B. Construction of New pumping station, Storage Capacity augmentation and rehabilitation of GLR as per the final proposal of the first stage (Pre-construction Stage).
- C. Up-date DMA files as necessary in the SCADA and central controlling unit.
- D. Submit a detailed measure to reduce the NRW/UFW, Achievement of Service Level Benchmark with 24X7 water supply for the NDMC area.
- E. Regularly monitor the performance of each DMA (flows, pressures, supply hours, leakage and UFW levels, etc) as well identify when and what remedial action need to be taken.
- F. Undertake leakage surveys as necessary and Locate and repair leaks and re-measure leakage and UFW until levels are reduced to the target levels.
- G. Fine tuning of the Valves for effective distribution of the system.
- H. Deal with customer complaints on metering, billing etc.
- I. Deal with customer complaints on metering, billing etc.
- J. Prepare timely report on intermediate levels of UFW and leakages attended, 24X7 status and details on other deliverables of the project
- K. Prepare report on final deliverable of the project and action taken up for the same

4.23 The following outcomes of Stage I are expected for NDMC area, except areas under redevelopment (Sarojini Nagar, Netaji Nagar, Nauroji Nagar):

- Creation of GIS record
- All registered and unregistered water connections will be registered
- All meters will be replaced by AMI meters
- DMAs over existing network will be established
- All corroded and leaking House Service Connections (HSCs) will be replaced with new MDPE service pipe work and fittings, thereby improving water quality to end users and reduce leakage of water through such HSCs
- Scientific assessment of Non-Revenue Water (NRW)
- Real-time Water Quality Monitoring through Sensors
- Online detection of residual Chlorination

4.24 The proposed line of action vis-à-vis the earlier DPRs has been tabulated and is placed at **Annexure II (See pages 238-239)**.

4.25 The project envisages scientific assessment of water supply system, through which reduction in NRW through improvisation in system to have optimum utilization of non-renewal scarce water resources may be executed.

4.26 PE had been approved by Council for an amount of Rs.153.10 Corers in 2014 vide item no. 18(A-19) dated 10/01/2014 for work of 24x7 water supply scheme. On the basis of the recommendations of the sub-Committee, the present proposal is to seek approval of the Council for execution of work in two stages as proposed by the sub-Committee. The Department may initiate necessary action for preparation of detailed estimates, NIT for Stage I under EPC model, and thereafter float the tender for execution of items in Stage-I, as mentioned in the sub-Committee report, for selection of preferred bidder under EPC model. After call of tender, the same will be placed in Council for approval to award the work to the preferred bidder. The Administrative Approval and Expenditure Sanction of stage I will be within the total limits of PE, which has already been approved by the Council vide item no. 18(A-19) dated 10/01/2014.

**5. Financial Implications of the Proposed Subject:**

Earlier PE was accorded by Council for an amount of Rs.153.10 Crores in 2014 vide item no. 18(A-19) dated 10/01/2014 which is revised for an amount of Rs.260.63 Crores as per latest DPR. Tentative cost for DE for stage-I will be calculated after approval of the proposal from the Council.

**6. Implementation Schedule with Time Line for each stage including Internal Proceedings:**

Project to be executed in First stage and is require one year construction period. Items to be executed under Stage-I are as under:

**1. Stage 1 - Establishment of the NRW levels at micro level:**

- A. Surveys
  5. Investigation survey
  6. Asset survey
  7. Topography survey:
  8. Consumer survey
- B. Baselineing of NDMC GIS records and Establishment of Central Monitoring System and instrumentation and SCADA works
- C. Plan, design and implement DMA and confirmation of the DMA boundary
- D. Sizing of the Feeder to the DMA by network Modeling and preliminary execution of works for baselineing of the DMA.
- E. Installation of the electronic District meters and Assessment of Initial Base line UFW including installation of meters for slums.
- F. Replacement of all the consumer Water meters and install new meters on all unmetered connections of NDMC.
- G. Replace all corroded and leaking House Service connections with new MDPE service pipe work and fittings.
- H. Assessment of Final - Base line UFW.
- I. Installation of Water Quality Sensors
- J. Mobile application to disseminate customize information to the consumers w.r.t. water usage, bills, water quality monitoring etc.
- K. Prepare DMA files- DMA Design Report and Report of Works to be Carried out during the construction including the cost benefit analysis/ VFM, etc, replacement pipe recommendation reports, etc in order to achieve the desired target

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

Not yet sent to Finance, as it is only execution of work for Stage-I only. PE for the Stage I & Stage II as combined already approved by finance.

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

---Nil---

**9. Legal Implications of the Subject:**

----NIL-----

**10. Details of the Previous Council Resolutions, Existing Law of Parliament and Assembly on the Subject:**

DPR for uninterrupted water supply in NDMC along with the Preliminary Estimate amounting to Rs.153.10 Crores had been earlier accepted by Council vide item No.18 (A-19) Dt.10.01.2014.

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

Not required at this Stage.

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

-----NIL-----

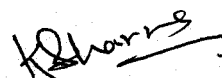
**13. Recommendations:**

Following is recommended that

- a. Council may allow for execution of work for Stage-I out of two Stages as Proposed by subcommittee. PE had been approved by Council for an amount of Rs.153.10 Corers in 2014 vide item no. 18(A-19) dated 10/01/2014.
- b. To allow preparation of Detailed Estimate, NIT and call of tender for execution of items mentioned in Stage-I of the report. However after call of tender the same will be placed in council for approval.
- c. In anticipation of approval of minutes, department may be allowed for preparation of DE, NIT and call of tender for items covered under Stage-I.

**COUNCIL'S DECISION**

The Council resolved that the department may consult other well-known consultants like Administrative Staff College of India, (ASCI) Hyderabad, before proceeding further in the matter.

  
**For Secretary**  
**New Delhi Municipal Council**  
**New Delhi.**

Sub: Detailed examination of issues related to 24x7 water supply project.

As per the directions of Hon'ble Chairperson NDMC following committee was constituted to examine the 24x7 water supply project, frame issues and propose solutions:-

1. Secretary
2. Director (Finance)
3. Chief Engineer (Civil-I)

The committee has gone through the project in detail, held consultation with departmental engineers, consultant and market leaders of the of the field. Based on these following report is hereby submitted:

1. The Department had prepared a DPR and RFP of 24x7 water supply project in NDMC area through DRA consultant. The scope of the work of the project includes design and construction works of various water components for the NDMC area which primarily focuses on Establishment of DMA, Replacement of HSC connections, instrumentation and SCADA works, Water Quality Sensors & Establishment of Central Monitoring System, Construction of New pumping station, Storage Capacity augmentation and rehabilitation of GLR and Laying and commissioning of Transmission Main and Distribution Network, Replacement of Consumer Water Meter and other ancillary capital intensive works. All these said works converge towards the measures to reduce the NRW/UFW, Achievement of Service Level Benchmark with 24X7 water supply for the NDMC area.
2. The said work initially proposed to be taken up as per the recommendation of the Consultancy report submitted by M/s. DRA. The said package works on the financial model which is PPP Model based on the hybrid Annuity Model where 60% of the actual works accomplished are paid during the construction phase and balance 40 % will be realized by the accepted Bidder in the form of monthly annuity payment over 60 months (during O&M period) based on the performance.
3. The Hybrid Annuity Model would offer a couple of key benefits to NDMC in addition to the conventional PPP or EPC model as they necessarily provide guaranteed outcome against the investment and hedge against defaulters for non-performance towards the goal. Nevertheless, the said contract can

Q

30/12/16

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be upfront loaded, oversized and expensive. The complications involved are severe at many cases as there are more performance parameters linked towards payment and many of us are not capable of understanding all of their technical features or limitations due to unavoidable circumstances during the execution period (Site condition and Delay reasons will be attributable to both NDMC and contractor may be equally or in variable proportions and responsibility quotient quantifications is very difficult and puzzling).

4. The said report also detailed on various works that could be taken up as part of the existing condition of the assets without having much details of the ground realities.
5. The report was made 5 years ago and the report did mention on the replacement of the pipelines concurrent to that point of time and the same did not detail on the future condition of the such assets (which do not require replacement), as the works will be taken up at future date. The assets replacement was assessed based on the then existing pressure in the system, neglecting the well-known fact that the system may fail to take the capacity eventually with increased pressure in the system and other parameters as contract demands for major modelling of the network.
6. Though the project focuses on the NRW reduction and 24X7 supply along with improvement in the key system parameters and service delivery, the most important and significantly well-defined interconnected parameters considering the success to all of the mentioned would be the reduction in NRW. If the system is to be 24X7 with improved pressure and other system parameters, it is also to be the bare minimum mandatory and voluntary requirement that the losses in the system is brought to the minimum. Considering the success rate of NRW projects in India and Worldwide (Ex. Bangladesh), NRW reduction was all made possible due replacement of older assets and consequentially the same defines a new control mechanism to the water supply distribution system.
7. Additionally, in order to take up such projects it also becomes imperative upon us to properly define the component of our existing system that actually affects our NRW. As per the International Water Association (IWA), UFW has the following components, which are the **apparent losses** (water theft and metering inaccuracies and Unbilled and unauthorized consumption) and **Real losses** (from transmission mains, storage facilities, distribution mains or service connections). As the exact breakdown of NRW

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components and sub-components is not known at this juncture, it is difficult to adjudicate about the best course of action to reduce NRW and making the system 24X7. In such a case as a first step, it is very much essential to Meter the water use at key points in the distribution network and to the consumers to estimate levels of NRW.

8. There are some other factors and later developments, which may have bearing on the NRW component. For example the Ministry of Urban Development has taken up three major colonies i.e. Sarojini Ngar, Netaji Nagar and Nauroji Nagar for complete redevelopment. Total 8000 existing consumers reside in these colonies. The redevelopment means that it is not required to change water meters at this stage and the underground assets will also be replaced completely. The details wrt how much of the proposed 30% pipeline replacement is from this particular area is not clearly available with the consultant. Another important information missing in consultant's report is quantum of water supply in NDMC housing. There are around 3500 NDMC houses which are unmetered. Presently all this is accounting in NRW.
9. The current level of NRW in our system may not just be due to the real losses in the system as ground facts are not established. Often a distinction is to be made between un-validated and validated water audits. A proper water audit from the BASE LEVELS of NRW is a key tool to assess the breakdown of NRW and to develop a strategic program for NRW reduction and achievement of 24X7. Further if the capital-intensive projects are taken up on the un-validated water audits, investments may not be efficient and may also fail and prove vicious as the Diagnoses is based on preconceptions rather than experimentation. This may also lead to Partial implementation of the contract due to Lack of coordination between the various components of the contract, Under-estimation of the actual works to be carried and Under-estimation of the time factor, which may be a sheer Failure to mobilize the necessary human and financial resources to complete the works.
10. The contract also allows for payment towards the achievement of the target from the un-validated BASE LEVELS of NRW. The reduction of the NRW plays a vital role in achieving all other modalities of the package which includes 24X7, quality control, service level Benchmark, etc., and carries the highest weightage due to its role in asset replacement/asset augmentation which are capital intensive.

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11. In this regard, it is more prudent to categorically split/diversify the investment model that can yield immediate results without any efforts under proven practices. The works such as Survey of the network and consumers, establishment of DMA, modelling of the network, 100% metering, installation/replacement of CWM, replacement of HSC and investigation for asset replacement at micro level can be taken up under one investment package and there would be direct reduction in NRW by doing such works.
12. Based on the investigation for assets replacement at micro level and improvement and augmentation of the networks based on demand and supply mapping for the individual DMA based on the modelling – which is much valid analysis a separate tender may be floated and called upon based on the best available financial model. The split of such major works into smaller lots will be an more controlled and informed design to maximise competition, minimise investment and optimise efficient allocation against the each expertise (e.g.: we can have good metering agency at low cost). It also provides us a leverage to delimit the direct benefit transfer claims, which may club with the actual performance oriented benefits, which the contractor might exploit when taken under the single package.
13. Over the past several decades many of the Municipal Bodies/Urban Linked Bodies have implemented the 24X7 and NRW reduction Water Supply project in pilot zones and also by scaling up to the entire geographical extent of operation of such bodies. Most of such projects have been performance linked Contracts mostly under the PPP model.
14. The projects which are under the implementation stage in most of the cities and there are no hands on information on their smooth progress towards the success. It may be more appropriate to validate the progress curve on real time and then take up such projects considering the huge financial obligations and social benefits of such project.
15. In view of making the proposal for the works more concrete and realistic and also to learn the Success rate (understanding how we can be successful by adapting needful changes from the failures of the previous contract) and to review priority dependencies & constraints, meeting was arranged with the experts in the field of implementation of 24x7 water supply system for which Mr. J. Venkatesh, Sr. DGM, L&T, Chennai and also Mr. Rajendra Holani, Former Member Secretary, MJP (Govt. of Maharashtra). During the meeting, the recommendation of the reports by consultant was briefed to the invitees and with all the brainstorming session

for **limited time**, the advises and Techniques to be adopted for efficient management of such project were absorbed and the same is listed below in nutshell.

- I. Due to the unvalidated reports, percentage of pipeline to be replaced may increase depending upon the present conditions.
- II. For executing the work on Hybrid Annuity Model, payment terms to be revised to 80-20 as against the RFP of 60-40. This would encourage for more parties to come up for bidding, considering friendly payment plans along with execution of project.
- III. PQ (Pre-Qualification) Conditions as considered in the RFP as "bidder should have executed 24x7 water supply project" should be modified to "bidder should have executed continuous pressurized water supply project. As there are only two firms namely M/s Suez & M/s Viola, International Firms, in the market who have experienced of executing 24x7 water supply project, though the actual achievement of 24x7 water supply by them is doubtful as per reports available in the market. However, if we modified the PQ Conditions to continuous pressurized water supply, then there would be more players – firms to come up for bidding like L&T etc. Otherwise if NDMC keep the same PQ Conditions of 24x7 water supply projects as the past experience for firms then, there would be very limited competition & NDMC may not get any response.
- IV. All water meters to be replaced by 100% by AMI/ AMR meter though both of them are of the same kind except for recording meter readings.
- V. Before start of further process, technical audit & assessment of present condition of water supply pipeline network should be done. However, L&T suggested for replacement for pipeline network having age of more than 15years with new pipeline network for achieving target. This may not be appropriate as the replacement should be taken up on conditional assessment (categorically age wise, material wise and soon).
- VI. As far as possible while replacing HSC connections, all old pipeline network should be removed while laying new pipelines to avoid future leakage & contamination of water through old pipeline network.

16. Another round of consultation with representatives of the consultant M/s. DRA was held. During the discussion following points emerged:

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- (i) The consultant's report of 2011 would be partially useful as on date due to the changes in demography /commercial activities, deterioration in the pipeline network, variation in demand etc.
- (ii) The clear distinction of physical and commercial losses of the NDMC system is not available but the representatives informed that as per their experience commercial losses are far more in India scenario.
- (iii) The representatives also showed apprehension on participation in the project in the present hybrid-annuity modal, the market does not seem to be ready for such models.
- (iv) HDPE pipelines should be used for the rehabilitation.

17. As per the initial analysis of the report and based on the outcome of these meetings and also on the key learning from few of the case studies post implementation of the contract at various cities. Following issues are identified which may pose challenge in successful implementation of 24x7 water supply project in the present format:-

- a. Scope of work has drastically altered due to redevelopment plan for four major colonies – East Kidwai Nagar, Netaji Nagar, Sarojini Nagar and Nauroji Nagar. [One complete and three under process by MOUD]. The nature of land use and number of units has gone sea change which will affect water demand. Based on changed water demand complete hydraulic designing of the project need to be re-examined.
- b. For any performance linked contract, base level data should be validated. Therefore in the present project the NRW level need to be established as a first step
- c. Apart from redevelopment in four colonies several other areas of NDMC have seen drastic change in water consumption vis-a-vis 2011. For example Connaught Place and Khan Market have emerged as major entertainment hubs. A number of eateries /restaurants/bars/clubs have opened which has increased the demand of water considerably. Such variations need to be examined thoroughly while designing the system for successful implementation.
- d. In all the 24x7 water supply projects to increase the quantity of water supply source augmentation is required. Since NDMC do not have any control over supply source we have to be extra meticulous in NRW reduction, saving of water, predicting water demand, planning hydraulic modelling etc.

18. Considering the above the committee unanimously decided that at first level service assessment of the project area indicating the status of the physical

infrastructure and the service delivery gaps should be taken up and on the basis of this assessment, ascertain the nature of rehabilitation works required and the investment needed. Such an assessment would give a realistic picture of the on-ground situation and equip the department draw up a suitable contract. The works may be taken up in two stages as mentioned below so that the core objective of the programme statement shall be met efficiently.

**I. Stage 1 – Pre Construction Stage - Establishment of the NRW levels at micro level:**

The works such as Survey of the network and consumers, establishment of DMA, modelling of the network, 100% metering, installation/replacement of CWM, replacement of HSC and investigation for asset replacement at micro level can be taken up under one investment package and there would be direct reduction in NRW by doing such works.

**II. Stage 2 – Construction Stage - Replacement of Pipeline and Pipe line Appurtenances and also construction of GLR's as required to meet the Demand and Capacity (Ares Wise) :**

Based on the investigation for assets replacement at micro level and improvement and augmentation of the networks based on demand and supply mapping for the individual DMA based on the modelling – which is much valid analysis a separate tender may be floated and called upon based on the best available financial model.

19. Further, as the works are taken in stages, based upon the ground conditions and extent of work to be carried out, time frame of contract may be staggered and decided suitably so that the final deliverable can be met. It is also more prudent to categorically split/diversify the investment model stage wise which can yield immediate results under proven practices and the same will be more economical.

**1. Stage 1 - Establishment of the NRW levels at micro level:**

**A. Surveys**

1. Investigation survey:
2. Asset survey:
3. Topography survey:
4. Consumer survey

**B. Baselineing of NDMC GIS records and Establishment of Central Monitoring System and instrumentation and SCADA works:**

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- C. Plan, design and implement DMA and confirmation of the DMA boundary
  - D. Sizing of the Feeder to the DMA by network Modelling and preliminary execution of works for baselining of the DMA.
  - E. Installation of the electronic District meters and Assessment of Initial Base line UFW including installation of meters for slums
  - F. Replacement of all the consumer Water meters and install new meters on all unmetered connections of NDMC.
  - G. Replace all corroded and leaking House Service connections with new MDPE service pipe work and fittings
  - H. Assessment of Final - Base line UFW
  - I. Installation of Water Quality Sensors
  - J. Mobile application to disseminate customise information to the consumers wrt water usage, bills, water quality monitoring etc.
  - K. Prepare DMA files- DMA Design Report and Report of Works to be Carried out during the construction including the cost benefit analysis/VFM, etc, replacement pipe recommendation reports, etc in order to achieve the desired target.
- 2. Stage 2 – Construction Stage - Replacement of Pipeline and Pipe line Appurtenances and also construction of GLR's as required to meet the Demand and Capacity (Ares Wise) :**
- A. Laying and commissioning of Transmission Main and Distribution Network pipelines and other appurtenances as per the recommendation of the conditional report carried out during the first stage (Pre-construction Stage).
  - B. Construction of New pumping station, Storage Capacity augmentation and rehabilitation of GLR as per the final proposal of the first stage (Pre-construction Stage).
  - C. Up-date DMA files as necessary in the SCADA and central controlling unit.
  - D. Submit a detailed measure to reduce the NRW/UFW, Achievement of Service Level Benchmark with 24X7 water supply for the NDMC area.

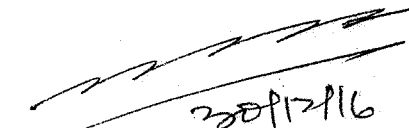
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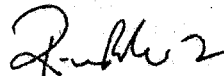
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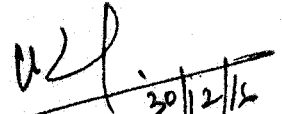
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- E. Regularly monitor the performance of each DMA (flows, pressures, supply hours, leakage and UFW levels, etc) as well identify when and what remedial action need to be taken
- F. Undertake leakage surveys as necessary and Locate and repair leaks and re-measure leakage and UFW until levels are reduced to the target levels.
- G. Fine tuning of the Valves for effective distribution of the system.
- H. Deal with customer complaints on metering, billing etc.
- I. Deal with customer complaints on metering, billing etc.
- J. Prepare timely report on intermediate levels of UFW and leakages attended, 24X7 status and details on other deliverables of the project.
- K. Prepare report on final deliverable of the project and action taken up for the same.

Department may be advised to prepare DPR, for state I. Submitted for consideration.

  
30/12/16  
Chief Engineer (Civil-I)

  
Director (Finance)

  
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Secretary

**COMPARISON STATEMENT****Project Rehabilitation Cost for NDMC Water Supply (OLD DPR, NEW DPR and Proposed Line of Action)**

Name of work:-Improvement and Revamping the Existing Water Supply System Including Water Audit, Consumers Survey, GIS mapping, Measures to Reduce NRW / UFW, Achievement of Service level Benchmark & Upgrading the System for Continuous (24x7) Water Supply

| Sr. No | Name of Particulars   | Unit           | Quantity | Cost in Rs. Lacs Old DPR (2010) | Cost in Rs. Lacs New DPR (2016) | Proposed line of action | Remarks   |
|--------|---|----------------|----------|---------------------------------|---------------------------------|-------------------------|---|
| 1      | Establishment of District Meter Areas   | Per Connection | 30,000   | Nil                             | 1446.90                         | <b>Phase 1</b>          | On the basis of existing network, DMAs will be created. Restructuring of these DMAs, if required, will be considered at the time of Phase 2. Area under redevelopment like Sarojini Nagar, Netaji Nagar, Nauroji Nagar will be taken up in Phase 2. |
| 2      | Rehabilitation & Up gradation of Existing Distribution system of NDMC               | KM             | 50.4     | 6749.71                         | 9260.28                         | <b>Phase 1</b>          | Area under redevelopment like Sarojini Nagar, Netaji Nagar, Nauroji Nagar will be taken up in Phase 2.  |
|        | Including House Service Connection  | Nos.           | 30,000   |                                 |                                 | <b>Phase 1</b>          | Same as above   |
| 3      | Replacement of 100 & 150 mm pipe line of C.I pipe line having age more than 30 Yrs. | KM             | 68       | 919.08                          | 931.78                          | Phase 2                 | Most of it will be done during Phase 2. However, as per onsite requirements, few may be undertaken in Phase 1.  |
| 4      | Rehabilitation of existing UGR/BPS  | Nos.           | 16       | 1090.38                         | 1123.68                         | Phase 2                 | Will be taken up in Phase 2   |
| 5      | Providing Pre Paid Water Kiosks /Fountain for JJ Cluster/slum (3 Nos.)              | Nos.           | 3        | 30.60                           | 30.60                           | <b>Dropped</b>          | Water ATM RFP has been floated separately   |
| 6      | Construction of New Pump house at Talkatora & Hasanpur                              | Nos.           | 2        | 80.16                           | 83.53                           | Phase 2                 | Will be taken up in Phase 2   |
| 7      | Mechanical & electrical works for New Pumping Machinery At Talkatora                | Nos.           | 6        | 152.52                          | 97.08                           | Phase 2                 | Will be taken up in Phase 2   |
| 8      | Mechanical & electrical works for New Pumping Machinery At Hasanpur                 | Nos.           | 3        | 37.28                           | 44.11                           | Phase 2                 | Will be taken up in Phase 2   |
| 9      | Replacement of Pumping machinery at BPS age having More than 20 Yrs.                | Nos.           | 33       | 531.25                          | 159.94                          | Phase 2                 | Will be taken up in Phase 2   |

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|    |   |                  |   |           |          |         |   |
|----|---|------------------|---|-----------|----------|---------|---|
| 10 | Proposed Automation / Instrumentation & SCADA System with Web GIS Softwares Solutions with customized Application & water Billing Softwares Solution for NDMC Water Supply System | JOB work         |   | 1944.85   | 1873.34  | Phase 1 | Online Water Quality Sensors, Pressure Sensors, Chlorination and SCADA for AMI meters, and matters related thereto will be undertaken in Phase 1 and rest work will be taken up in Phase 2. |
| 11 | Road Restoration Cost (CONSIDERING HSC 75% OF TOTAL QTY.)   |                  |   | 2968.56   | 3432.66  | Phase 1 | Proportionate road restoration for HSC connections, DMA creations, Sensors installations will be undertaken in Phase 1. Rest work will be done in Phase 2.                                  |
|    |   |                  | Total   | 14504.39  | 18483.91 |         |   |
|    |   |                  | Add contingencies                             | 575.44    |          |         |   |
|    |   |                  | Add misc. charges                             | 230.00    |          |         |   |
|    |   |                  | Total Cost in RS. Lakhs (Water Supply System) | 15309.83  | 18483.91 |         |   |
| 12 | <b>Operation &amp; Maintenance</b> Cost of Filtered Water System from date of commissioning of DMAs (excluding un-filtered water system)  | connection month | 60  | 0.00      | 7579.44  | Phase 2 | Phase 2 will be decided on the basis of outcome of Phase 1, and at that point of time, a decision will be taken on O&M  |
|    |   |                  | Combined Project Cost (Construction + O & M)  | Rs. Lakhs |          |         |   |
|    |   |                  | Total Project Cost                            | 15309.83  | 26063.35 |         |   |

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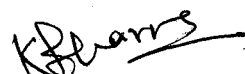
ITEM NO. 19 (C-25)CONTRACTS/SCHEMES INVOLVING AN EXPENDITURE OF RS. 1 LAC BUT NOT EXCEEDING RS. 200 LACS.

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 November, 2016, have been prepared.

A list of the contracts, entered into for the various schemes, is accordingly laid before the Council for information. (See pages 241-259).

COUNCIL'S DECISION

Information noted.

  
For Secretary  
New Delhi Municipal Council  
Rajendra Kendra, New Delhi

**LIST OF CONTRACTS / SCHEMES INVOLVING AN EXPENDITURE OF RS. 1.00 LAC  
BUT NOT EXCEEDING RS. 200.00 LAC DURING NOVEMBER 2016**

| SL. NO. | DIVISIONAL ZONE | NAME OF WORK   | DATE OF AWARD | CONTRACTING AGENCY            | STIPULATED DATE OF START | AWARDED COST | TARGET DATE OF COMPLETION | %AGE OF PHYSICAL PROGRESS | REMARKS            |
|---------|-----------------|--|---------------|-------------------------------|--------------------------|--------------|---------------------------|---------------------------|--------------------|
| 1       | CE(C-II)/ BM-I  | A/R & M/O Buildings in BM-I Division during 2016-17<br>SH: Distemping and painting of Building against occupation & vacation under the jurisdiction of Sub Div-I   | 01.11.16      | M/s Ayush Const.              | 25.10.16                 | 1.18         | 24.04.17                  | -                         | Yet to be started. |
| 2       | CE(C-II)/ BM-I  | A/R & M/O Buildings in BM-I Division during 2016-17<br>SH: Setting up computer lab in N.P. Co-ed. Sr. Sec. School, Bapu Dham   | 01.11.16      | M/s Fantini Designs Pvt. Ltd. | 02.11.16                 | 1.77         | 01.12.16                  | 10%                       |                    |
| 3       | CE(C-II)/ BM-I  | A/R & M/O Buildings in BM-I Division during 2016-17<br>SH: Providing cup-board etc. at ground floor Inoculation Centre, Mandir Marg  | 18.11.16      | M/s J.K. Const. Co.           | 12.11.16                 | 2.06         | 01.12.16                  | 100%                      | Work completed.    |
| 4       | CE(C-II)/ BM-I  | A/R & M/O Buildings in BM-I Division during 2016-17<br>SH: Repairing of existing GI line, replacement of tiles in both and kitchen, WC and Misc. works etc. at NDMC Housing Complex, Rohini              | 24.11.16      | M/s Prabh Infra               | 12.11.16                 | 3.75         | 11.12.16                  | -                         | Yet to be started. |
| 5       | CE(C-II)/ BM-I  | A/R & M/O Buildings in BM-I Division during 2016-17<br>SH: Painting, oil bound distemping on vacation/ occupation at NDMC Housing Complex, Sec.-XI, Rohini   | 28.11.16      | Sh. Ram Vilas                 | 12.11.16                 | 2.45         | 11.11.17                  | -                         | Yet to be started. |
| 6       | CE(C-II)/ BM-I  | A/R & M/O Buildings in BM-I Division during 2016-17<br>SH: Distemping, painting work at N.P. Co-ed. Sr. Sec. School, Bapu Dham   | 28.11.16      | M/s Swati Associates          | 23.11.16                 | 2.46         | 22.01.17                  | 35%                       |                    |
| 7       | CE(C-II)/ BM-II | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Shifting of sub-division-V(BM-II) Moti Bagh   | 02.11.16      | Sh. Sanjay Goel               | 28.10.16                 | 3.29         | 27.11.16                  | 40%                       |                    |
| 8       | CE(C-II)/ BM-II | A/R & M/O Buildings in BM-II Division during 2016-17<br>SH: Construction of damaged boundary wall N.P. Boys School, Mandir Marg  | 02.11.16      | M/s Maruti Enterprises        | 03.11.16                 | 1.65         | 22.11.16                  | 100%                      | Work completed.    |
| 9       | CE(C-II)/ BM-II | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Brick work, plastering, welding & other miscellaneous civil work in connection of smart school project N.P.Co-Edu. Sr. Sec. School, Moti Bagh | 07.11.16      | M/s S.S. Buildcon             | 02.11.16                 | 3.70         | 01.12.16                  | 95%                       |                    |
| 10      | CE(C-II)/ BM-II | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Removal of malba from Sarojini Nagar Service Centre   | 07.11.16      | M/s Prabh Infra               | 05.11.16                 | 2.13         | 04.05.17                  | 20%                       |                    |
| 11      | CE(C-II)/ BM-II | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Providing and fixing steel doors at Sr. Navyug School, Babu Market School, Sarojini Nagar   | 07.11.16      | M/s A.N. Construction         | 10.11.16                 | 2.68         | 09.12.16                  | 50%                       |                    |
| 12      | CE(C-II)/ BM-II | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Distemping, painting etc. at Navyug School North West Moti Bagh   | 07.11.16      | M/s S.S. Buildcon             | 05.11.16                 | 2.08         | 04.12.16                  | 70%                       |                    |
| 13      | CE(C-II)/ BM-II | Improvement to CPH Moti Bagh<br>SH: Replacement of damaged M.S. windows with aluminum window of OPD/ Ward CPH Moti Bagh  | 08.11.16      | M/s A.K. Promoters            | 10.11.16                 | 10.44        | 09.12.16                  | -                         | Work not started.  |
| 14      | CE(C-II)/ BM-II | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Miscellaneous repair work at Palika Awas Housing Complex, Sarojini Nagar  | 09.11.16      | M/s J.K. Const. Co.           | 10.11.16                 | 1.41         | 09.12.16                  | 60%                       |                    |
| 15      | CE(C-II)/ BM-II | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Distemping, painting & other civil work at Babu Market School, Sarojini Nagar   | 09.11.16      | M/s Mohit Const. Co.          | 10.11.16                 | 2.11         | 24.11.16                  | 70%                       |                    |

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| SL. NO. | DIVISIONAL ZONE  | NAME OF WORK  | DATE OF AWARD | CONTRACTING AGENCY            | STIPULATED DATE OF START | AWARDED COST | TARGET DATE OF COMPLETION | %AGE OF PHYSICAL PROGRESS | REMARKS           |
|---------|------------------|---|---------------|-------------------------------|--------------------------|--------------|---------------------------|---------------------------|-------------------|
| 16      | CE(C-II)/ BM-II  | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Repair of damaged boundary wall around the trees and plaster   | 09.11.16      | M/s Fanitini Design Pvt. Ltd. | 17.10.16                 | 1.63         | 16.11.16                  | 10%                       |                   |
| 17      | CE(C-II)/ BM-II  | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Removal of malba from building under sub-division-II (BM-II)   | 16.11.16      | M/s Pushkar Const.            | 09.11.16                 | 1.75         | 08.05.17                  | 5%                        |                   |
| 18      | CE(C-II)/ BM-II  | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Repairing work for the smart classes at N.P. Co-Edu. Sec. School, Kitchner Road  | 16.11.16      | M/s S.S. Buildcon             | 25.11.16                 | 2.58         | 09.12.16                  | 80%                       |                   |
| 19      | CE(C-II)/ BM-II  | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Distemping painting work at Sr. Navyug School, Sarojini Nagar  | 16.11.16      | M/s Shaima Const. Co.         | 05.11.16                 | 10.21        | 04.01.17                  | 20%                       |                   |
| 20      | CE(C-II)/ BM-II  | Improvement to Flat No. G-9 Veterinary Hospital Moti Bagh<br>SH: P/F Vitrified floor tiles, distemping painting etc., Flat No. G-9, Moti Bagh   | 16.11.16      | M/s Indra Wati                | 14.11.16                 | 3.14         | 28.12.16                  | -                         | Work not started. |
| 21      | CE(C-II)/ BM-II  | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Distemping painting etc. in School No. 2, in front of Leela Hotel  | 18.11.16      | M/s Swati Associates          | 03.11.16                 | 2.26         | 02.01.17                  | 25%                       |                   |
| 22      | CE(C-II)/ BM-II  | Improvement to N.P. Co-Edu. Sr. Sec. School, Nauroji Nagar<br>SH: Improvement to 2 nos. Type-I Qtrs at N.P. Co-Edu. Sr. Sec. School, Nauroji Nagar  | 22.11.16      | M/s Nishant Gautam            | 04.11.16                 | 1.73         | 03.01.17                  | 5%                        |                   |
| 23      | CE(C-II)/ BM-II  | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Distemping, painting acrylic exterior paint etc. at ESS S.P. Marg, ESS Malcha Marg & ESS Keventor Lane   | 29.11.16      | M/s Rama Enterprises          | 02.12.16                 | 2.08         | 01.01.17                  | -                         | Work not started. |
| 24      | CE(C-II)/ BM-II  | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Distemping, painting work in various type of Flats in Charak Palika Hospital Moti Bagh   | 30.11.16      | M/s Shaima Const. Co.         | 29.11.16                 | 9.30         | 28.02.17                  | -                         | Work not started. |
| 25      | CE(C-II)/ BM-II  | Improvement to Flats at Palika Awas Housing Complex, Sarojini Nagar<br>SH: Improvement to staircase garage by providing kota stone flooring wall tiles and other civil works at Palika Awas Sarojini Nagar  | 30.11.16      | M/s Shaima Const. Co.         | 23.11.16                 | 21.42        | 22.05.17                  | -                         | Work not started. |
| 26      | CE(C-II)/ BM-II  | A/R & M/O Building in BM-II Division during 2016-17<br>SH: Painting work at Chanakya Bhawan   | 30.11.16      | M/s Pushkar Const.            | 22.11.16                 | 3.72         | 21.01.17                  | 70%                       |                   |
| 27      | CE(C-II)/ BM-III | Improvement to Palika Sadan Palika Niwas Housing Complex<br>SH: Replacement of Old M.S. Window U.P.V.C. window and other misc. renovation works i.e. Kota Stone flooring ceramic glazed wall tiles, ceramic glazed floor tiles flush door shutters etc., in type-V flats at Palika Nikunj Housing | 02.11.16      | M/s Shiv Gayatri Construction | 02.11.16                 | 28.70        | 01.05.17                  | 10%                       |                   |
| 28      | CE(C-II)/ BM-III | A/R & M/O Building in BM-III Division during 2016-2017<br>SH: Distemping and painting works of Flats against occupation vacation under Aditya Sadan Service Centre  | 03.11.16      | M/s Design Enterprises        | 03.11.16                 | 4.04         | 02.05.17                  | 80%                       |                   |
| 29      | CE(C-II)/ BM-III | A/R & M/O Building in BM-III Division during 2016-2017<br>SH: Distemping and painting works of Flats against occupation vacation under Kaka Nagar Service Centre  | 04.11.16      | M/s Pawan Koli                | 04.11.16                 | 2.55         | 03.05.17                  | 20%                       |                   |
| 30      | CE(C-II)/ BM-III | A/R & M/O Building in BM-III Division during 2016-2017<br>SH: Misc. repair work at V-8, V-9, V-2, V-3A & V-12 at Satya Sadan Housing Complex  | 08.11.16      | M/s Infradeal                 | 08.11.16                 | 4.92         | 07.12.16                  | 70%                       |                   |

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| SL. NO. | DIVISIONAL ZONE     | NAME OF WORK  | DATE OF AWARD | CONTRACTING AGENCY         | STIPULATED DATE OF START | AWARDED COST | TARGET DATE OF COMPLETION | %AGE OF PHYSICAL PROGRESS | REMARKS            |
|---------|---------------------|---|---------------|----------------------------|--------------------------|--------------|---------------------------|---------------------------|--------------------|
| 31      | CE(C-II)/<br>BM-III | Improvement to PSOI Club, Satya Marg<br>SH: Construction of shed for covering of open badminton court at PSOI Club, Satya Marg                            | 08.11.16      | M/s Mohit Construction Co. | 08.11.16                 | 45.06        | 07.01.17                  | -                         | Yet to be started. |
| 32      | CE(C-II)/<br>BM-III | Improvement to Barat Ghar Khan Market, New Delhi<br>SH: Construction of Rain/ Sun Sheet at Khan Market Barat Ghar   | 21.11.16      | M/s Devender Kumar         | 21.11.16                 | 7.90         | 20.01.17                  | -                         | Yet to be started. |
| 33      | CE(C-II)/<br>BM-III | A/R & M/O Building in BM-III Division during 2016-2017<br>SH: Repair various class rooms under smart city projects at N. P. Sr. Sec. School, Lodhi Estate | 28.11.16      | M/s Sanjay Goel            | 28.11.16                 | 4.80         | 27.12.16                  | 100%                      | Work completed.    |

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| LIST OF CONTRACTS / SCHEMES INVOLVING AN EXPENDITURE OF RS. 1.00 LAC |                     |   |                  |                            |                                 |                                 |   |                           |                                 |
|--|---------------------|---|------------------|----------------------------|---------------------------------|---------------------------------|---|---------------------------|---------------------------------|
| BUT NOT EXCEEDING RS. 200 LAC AWARDED DURING NOVEMBER-2016           |                     |   |                  |                            |                                 |                                 |   |                           |                                 |
| SN   | DEPT<br>T/Div<br>'s | NAME OF WORK  | DATE OF<br>AWARD | NAME OF THE<br>CONTRACTOR  | STIPULATE<br>D DATE OF<br>START | VALUE<br>OF<br>AWARD<br>IN LACS | STIPULATED<br>DATE OF<br>COMPLETIO<br>N | %AGE OF<br>WORK DONE      | REASON FOR<br>DELAY (IF<br>ANY) |
| 1  | CE(I)<br>R-I        | A/R & M/O Roads in R-I Divn.<br>during 16-17.<br>S.H.: Repairing of damaged red<br>sand stone footpath from GPO to<br>Patel chowk LHS at Ashoka road.           | 03.11.16         | M/s Chahar<br>Construction | 28.10.16                        | 3.33                            | 27.11.16                                | 15%                       |                                 |
| 2  | CE(I)<br>R-I        | A/R & M/O Roads in R-I Divn.<br>during 16-17.<br>S.H.: Restoration of damaged<br>footpath and toe wall between<br>Firozshah road & Hailey road at<br>K.G. Marg. | 03.11.16         | M/s Chahar<br>Construction | 28.10.16                        | 3.86                            | 27.11.16                                | 60%                       |                                 |
| 3  | CE(I)<br>R-I        | A/R & M/O Roads in R-I Divn.<br>during 16-17.<br>S.H.: Imp. Of drainage system of<br>back lane under the area Janpath<br>lane s/centre.                         | 10.11.16         | Sh. Halke Ram              | 02.11.16                        | 3.23                            | 01.12.16                                | Work yet to<br>be started |                                 |
| 4  | CE(I)<br>R-I        | A/R & M/O Roads in R-I Divn.<br>during 16-17.<br>S.H.: Imp. Of dainage system of<br>back lane under the area R.P.<br>Lane S/centre.                             | 10.11.16         | Sh. Halke Ram              | 02.11.16                        | 3.00                            | 01.12.16                                | 40%                       |                                 |
| 5  | CE(I)<br>R-I        | A/R & M/O Roads in R-I Divn.<br>during 16-17.<br>S.H.: Installation of silence zone<br>road signage boards under<br>jurisdiction of sub Div.-V(R-I).            | 16.11.16         | Sh. Sanjeev<br>Soni        | 06.11.16                        | 2.51                            | 05.01.17                                | 20%                       |                                 |

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|----|---------------|--|----------|-------------------------|----------|------|----------|------------------------|--|
| 6  | CE(I)<br>R-I  | A/R & M/O Roads in R-I Divn. during 16-17.<br>S.H.: P/F cement concrete kerb stone around trees in the area of jurisdiction of Janpath lane S/centre.                | 29.11.16 | M/s Indrawati           | 16.11.16 | 4.12 | 15.12.16 | Just awarded           |  |
| 7  | CE(I)<br>R-II | Repair & Maintenance of Infrastructure Assets in R-II Division during 15-16. SH: Providing road side channel to Aurbindo Marg in the area of SD-III(R-II)            | 22.11.16 | Sh. Raghubir Singh      | 13.11.16 | 2.95 | 12.01.17 | Work yet to be started |  |
| 8  | CE(I)<br>R-II | Repair & Maintenance of Infrastructure Assets in R-II Division during 15-16. SH:- Repair and maintenance of Drainage system in the area under SD-III(R-II).          | 22.11.16 | Sh. Raghubir Singh      | 19.11.16 | 2.88 | 18.01.16 | Work yet to be started |  |
| 9  | CE(I)<br>R-II | Repair & Maintenance of Infrastructure Assets in R-II Division.<br>SH:-Improvement to Drainage System at Aurbindo marg.  | 24.11.16 | M/s Jain Construction   | 17.11.16 | 2.53 | 16.01.16 | 60%                    |  |
| 10 | CE(I)<br>R-II | Repair & Maintenance of Infrastructure Assets in R-II Division during 15-16.<br>SH:- Repair of Damaged footpath at Janpath road and in the area of Sub Div.-I(R-II). | 30.11.16 | M/s Kvaanns Enterprises | 25.11.16 | 2.73 | 24.12.16 | Yet to be started      |  |

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|----|----------------|---|----------|------------------------------|----------|-------|----------|--------------------------|--|
| 11 | CE(I)<br>R-II  | Repair & Maintenance of Infrastructure Assets in R-II Division.<br>SH:-Providing and Fixing 40mm thick red sand stone at Shahjahan road & Prithviraj road footpath under Sub division-II(R-II). | 30.11.16 | M/s Anshuman Singh Const Co. | 25.11.16 | 2.51  | 24.12.16 | -                        | Work not started due to Non availability of Cement |
| 12 | CE(I)<br>R-II  | Repair & Maintenance of Infrastructure Assets in R-II Division.<br>SH:-Rehabilitation of Storm Water Brick Arch Barrel at Maharishi Raman Marg.   | 30.11.16 | M/s Sona Construction        | 09.12.16 | 18.15 | 08.03.16 | Work started on 09.12.16 |  |
| 13 | CE(I)<br>R-III | R/M of infrastructure assets in R-III div during 16-17. Operation & maintenance of 2 nos toilet block in Sarojini nagar area for the period of 180 days.  | 03.11.16 | M/s. R K Jain & sons         | 05.11.16 | 3.81  | 03.05.17 | 17%                      |  |
| 14 | CE(I)<br>R-III | R/M of infrastructure assets in R-III div. during 2016-17. P/F induction lighting guard railing for SS culvert at Sanjay Lake, LBN.   | 08.11.16 | M/s. Shree construction      | 17.11.16 | 4.89  | 16.12.16 | 20%                      |  |
| 15 | CE(I)<br>R-III | R/M of infrastructure assets in R-III div during 16-17. Repair of existing porta cabin , D block, type-I, Netaji Nagar.   | 08.11.16 | M/s. Goel Constrn.           | 09.11.16 | 2.14  | 08.01.17 | 90%                      |  |
| 16 | CE(I)<br>R-III | R/M of infrastructure assets in R-III div during 16-17. Repairing of park boundary wall with MS railing in LBN area.  | 08.11.16 | M/s. Goel Cement Agency      | 09.11.16 | 3.00  | 08.01.17 | 50%                      |  |

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|----|----------------|--|----------|-------------------------|----------|------|----------|-----|--|
| 17 | CE(I)<br>R-III | R/M of infrastructure assests for storm water drain in R-III drain during 16-17. Repairing of drain system of Basrurkar market Moti bagh under sub div III.        | 08.11.16 | M/s. Deep Constrn.      | 17.11.16 | 4.00 | 16.12.16 | 70% |  |
| 18 | CE(I)<br>R-III | R/M of infrastructure assests in R-III div during 16-17. Fixing of missing railing with painting of park boundary in LBN area and central verge in Aurobindo marg. | 10.11.16 | M/s. Sh. Siya Ram       | 17.11.16 | 3.02 | 16.01.17 | 20% |  |
| 19 | CE(I)<br>R-III | R/M of infrastructure assests in R-III div during 16-17. Repair of electric duct near Jain mandir and CGHS dispensary near Pillanji village, Sarojini nagar.       | 18.11.16 | Sh. Ramesh Kumar        | 17.11.16 | 2.9  | 16.12.16 | NIL |  |
| 20 | CE(I)<br>R-III | R/M of infrastructure assests in R-III div during 16-17. Repair of footpath and parking in Sarojini nagar area.  | 18.11.16 | M/s. Chahar constn.     | 23.11.16 | 3.56 | 22.12.16 | NIL |  |
| 21 | CE(I)<br>R-III | R/M of infrastructure assests in R-III div during 16-17. P/F precast cc slab, cement concrete and missing/broken slabs in E/C/D block, Moti bagh.                  | 22.11.16 | Sh. Raghubir singh      | 05.11.16 | 2.94 | 04.01.17 | 20% |  |
| 22 | CE(I)<br>R-III | R/M of infrastructure assests in R-III div during 16-17.P/F MS gully grating on existing drain at Africa Avenue under bridge (Leela Hotel side).                   | 24.11.16 | M/s. Goel Cement Agency | 17.11.16 | 3.12 | 31.12.16 | 10% |  |

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|----|----------------|--|----------|------------------------|----------|------|----------|------------------|--|
| 23 | CE(I)<br>R-III | R/M of infrastructure assests in R-III div during 16-17.Painting of ms railing of Sanjay Jheel park, Rose Garden, Canna Garden and Rani Laxmi bai nagar.   | 29.11.16 | Sh. Raghubir Singh     | 25.11.16 | 1.93 | 08.01.17 | Recently Awarded |  |
| 24 | CE(I)<br>R-III | R/M of infrastructure assests in R-III div during 16-17.Repair of existing boundary wall & railing of parks in Netaji nagar area.  | 29.11.16 | M/s. Kundu Enterprises | 23.11.16 | 3.12 | 22.01.17 | Recently Awarded |  |
| 25 | CE(I)<br>R-III | R/M of infrastructure assests in R-III div during 16-17. Repair of interlocking pavers pavement near Pillanji village and BC park, Sarojini nagar.   | 29.11.16 | M/s. Kundu Enterprises | 23.11.16 | 3.02 | 22.12.16 | Recently Awarded |  |
| 26 | CE(I)<br>R-III | R/M of infrastructure assests in R-III div during 16-17.Repairing of toe wall of park at I-118, I block and H-601 & repair of grit wash palster in Sarojini nagar.   | 29.11.16 | Sh. Ramesh Mishra      | 09.12.16 | 3.20 | 08.01.17 | Recently Awarded |  |
| 27 | CE(I)<br>R-IV  | Repair and maintenance infrastructure assts in R-IV division during 2016-17.<br>SH: Supplying , stacking and spreading red bajri layer over the existing jogging track, construction of stage near yoga sthal of Nehru Park. | 08.11.16 | Sh. Gulshan Kumar      | 02.11.16 | 4.96 | 01.12.16 | 80%              |  |

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|----|---------------|--|----------|--------------------|----------|------|----------|-----|--|
| 28 | CE(I)<br>R-IV | Repair and maintenance infrastructure assts in R-IV division during 2016-17.<br>SH: Day to day maintenance of parks in the area of Malcha Marg Service Centre.   | 08.11.16 | Sh. Siya Ram       | 19.11.16 | 3.32 | 18.03.17 | 15% |  |
| 29 | CE(I)<br>R-IV | Repair and maintenance infrastructure assts in R-IV division during 2016-17.<br>SH: Providing and applying thermoplastic paint at edges of CC track inside Nehru Park.   | 08.11.16 | M/s Sethi Const.   | 05.11.16 | 3.12 | 04.01.17 | 5%  |  |
| 30 | CE(I)<br>R-IV | MLA LAD Scheme in R-IV division during 2016-17.<br>SH:- Providing and laying CC and construction of open drain at Vivekanand Camp Chankyapuri, New Delhi.  | 08.11.16 | Sh. Raghubir Singh | 04.11.16 | 3.32 | 03.01.17 | 4%  |  |
| 31 | CE(I)<br>R-IV | Repair and maintenance infrastructure assts in R-IV division during 2016-17.<br>SH: Closing of entry portion of railway colony gate due to its permanent closure at S.P Marg including repair of footpath of surrounding area. | 08.11.16 | Sh. Halke Ram      | 19.11.16 | 3.80 | 18.01.17 | 5%  |  |

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|----|---------------|---|----------|-----------------------|----------|------|----------|-----|--|
| 32 | CE(I)<br>R-IV | R.R. Work through R.R. Charges under K-II head in R-IV division area during 2016-17.<br>SH: Repair of damage side berms and footpath ar D-I/II flats area and footpath under Nehru Park Service Centre. | 09.11.16 | M/s Kundu Enterprises | 01.11.16 | 2.95 | 01.02.17 | 40% |  |
| 33 | CE(I)<br>R-IV | Repair and maintenance infrastructure assts in R-IV division during 2016-17.<br>SH: Repair of Entrance of Kothi no.-3 in K.Kamraj Lane and Road side berm of Moti Lal Nehru Lane along Kothi No-7.      | 09.11.16 | M/s Kundu Enterprises | 02.11.16 | 3.52 | 01.11.17 | 5%  |  |
| 34 | CE(I)<br>R-IV | Repair and maintenance infrastructure assts in R-IV division during 2016-17.<br>SH: Providing drainage system at Nehru Park Parking near Gate No. 2, Chankya Puri, New Delhi                            | 10.11.16 | Sh. Halke Ram         | 22.11.16 | 2.17 | 21.01.17 | 2%  |  |
| 35 | CE(I)<br>R-IV | Restoration of Road/footpath under K-II head in R-IV division during 2016-17. SH: Restoration of footpath at Krishna Menon Marg cyt by M/s Vindhya Telelinks Ltd.                                       | 18.11.16 | M/s Azad Const. Co.   | 01.12.16 | 3.08 | 31.01.17 | 5%  |  |

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|----|---------------|---|----------|--------------------------|----------|------|----------|-------------------|--|
| 36 | CE(I)<br>R-IV | Restoration of Road/footpath under K-II head in R-IV division during 2016-17. SH: Restoration of footpath at Raja Ji Marg, Tyag Raj Marg and Dalhousie Road Service Centre cut by M/s Vindhya Telelinks Ltd.        | 18.11.16 | M/s Azad Const. Co.      | 01.12.16 | 3.04 | 31.01.17 | 5%                |  |
| 37 | CE(I)<br>R-IV | Repair and maintenance infrastructure assts in R-IV division during 2016-17. SH: Running contracts for operation, maintenance of Motors for boring and fountains including cleaning of water bodies at Rose Garden. | 18.11.16 | M/s S.S. Vashist         | 01.12.16 | 1.83 | 30.11.16 | Work just Awarded |  |
| 38 | CE(I)<br>R-IV | Repair and maintenance infrastructure assts in R-IV division during 2016-17. SH: Covering of space by providing cup board in the official premises under R-IV division.   | 24.11.16 | Sh. Gulshan Kumar        | 03.12.16 | 4.85 | 16.01.17 | Work just Awarded |  |
| 39 | CE(I)<br>R-IV | Repair and maintenance infrastructure assts in R-IV division during 2016-17. SH: Repair and maintenance of 30.50 meters monumental flag high Mart.  | 28.11.16 | M/s Fast Track Engi. Co. | 13.12.16 | 4.32 | 12.12.17 | 5%                |  |

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|----|--------------|---|----------|--|----------|------|----------|--------------------|--|
| 40 | CE(I)<br>R-V | MLA LAD Fund. SH.:<br>Construction of porta cabin at<br>Sector-E, Foch Square, R.K.<br>Ashram Marg, under MLA Lad<br>Fund.  | 03.11.16 | M/s Shree<br>contract &<br>Hospitality<br>Services | 03.11.16 | 4.35 | 02.02.17 | 10%                |  |
| 41 | CE(I)<br>R-V | Repair and Maintenance of<br>infrastructure assets in R-V<br>division during 2016-17.<br>SH.: Repairing of footpath with<br>RMC M-35 at BKS Marg & false<br>ceiling at T.T. Park Porta Cabin. | 25.11.16 | M/s Kundu<br>Enterprises                           | 02.12.16 | 4.94 | 01.03.17 | Yet to be<br>start |  |
| 42 | CE(I)<br>R-V | Repair and Maintenance of<br>Infrastructure asset in R-V<br>division during 2016-17.<br>SH.: Miscellaneous repair work at<br>18-33 Block, BKS Marg under<br>Church Lane Service Centre.       | 07.11.16 | M/s Ayush<br>Const.                                | 18.11.16 | 3.19 | 17.01.17 | 10%                |  |
| 43 | CE(I)<br>R-V | Repair and Maintenance of<br>infrastructure asset in R-V<br>Division during 2016-17.<br>SH.: Providing missing railing<br>and gates of parks under R-V<br>Division.                           | 18.11.16 | M/s Shama<br>Const.                                | 18.11.16 | 3.07 | 17.01.17 | 5%                 |  |
| 44 | CE(I)<br>R-V | Repair and Maintenance of<br>infrastructure assets in R-V<br>Division during 2016-17.<br>SH.: Improvement of Udyan Marg<br>Service Center under AE-IV (R-V)<br>Division.                      | 28.11.16 | M/s Deep<br>Const.                                 | 23.11.16 | 4.03 | 22.01.17 | Yet to be<br>start |  |

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|----|--------------|---|----------|-------------------------|----------|-------|----------|---------------------|--|
| 45 | CE(I)<br>CP  | Repair and maintenance infrastructure assts in CP Division during 2016-17. SH: Providing MS frame to seal entries of feeder connecting trenches at service corrdor, middle circle, Connaught Place. | 03.11.16 | Sh. Gulshan Kumar       | 03.11.16 | 4.04  | 02.12.16 | Work Completed      |  |
| 46 | CE(I)<br>CP  | S/R of roads in NDMC area. SH: Providing and laying 80mm thick cement concrete interlocking pavers in back side of Regal Cinema Building Complex.   | 12.11.16 | M/s Kvaanns Enterprises | 12.11.16 | 14.91 | 11.02.16 | 10%                 |  |
| 47 | CE(I)<br>CP  | Repair and maintenance infrastructure assts in CP Division during 2016-17. SH: Providing and fixing interlocking pavers at back courtyard of C,D,E,F,G & H block in damaged portion in CP division. | 24.11.16 | M/s Siya                | 24.11.16 | 2.82  | 23.12.16 | Work start recently |  |
| 48 | CE(I)<br>RIP | Operation and maintenance of Mechanical Road Sweepers. SH: Repair/Maintenance of MRS workshop & Sub Division-III office near Safdarjung Flyover.  | 23.11.16 | Sh. Ramesh Kumar        | 01.12.16 | 4.42  | 31.01.17 | Work just Awarded   |  |

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|----|----------------|---|----------|-------------------------------------|-----------|-------|----------|------------------------|--|
| 49 | CE(I)<br>Store | 9-B Suspense Stock during 2016-17. SH: Sypplying and Stacking of Synthetic Enamel Paint of various Shade.                             | 15.11.16 | M/sDinesh Enterprises               | 14.11.16  | 16.40 | 13.01.17 | Yet to be Supplied     |  |
| 50 | CE(I)<br>Store | 9-B Suspense Stock during 2016-17. SH: Transportation of Cement from Cement Fectory, Pali (Rajasthan) to NDMC Store, New Delhi.       | 25.11.16 | M/s Aman Trading Co.                | 25.11.16  | 19.28 | 24.03.17 | Yet to be Supplied     |  |
| 51 | CE(I)<br>Store | 9-B Suspense Stock during 2016-17. SH: Sypplying and Stacking of Stainless Steel Kitchen Sink and Stainless Steel Grating.            | 28.11.16 | M/s Kishori Lal & Sons              | 25.11.16  | 7.98  | 24.12.16 | Yet to be Supplied     |  |
| 52 | CE(I)<br>Store | 9-B Suspense Stock during 2016-17. SH: Sypplying and Stacking of Float Glass Sheets 4mm, 5mm thick and Frosted Glass Sheet 4mm thick. | 28.11.16 | M/s Kishori Lal & Sons              | 25.11.16  | 21.94 | 24.01.17 | 20%                    |  |
| 53 | CE(I)<br>Store | 9-B Suspense Stock during 2016-17. SH: Sypplying and Stacking of Manhole Cover with Frame.  | 28.11.16 | M/s Pragati Concrete Udyog          | 20.11.16% | 15.20 | 03.01.17 | Yet to be Supplied     |  |
| 54 | CE(I)<br>SM    | T/M of sewer line in NDMC area during 2016-17.SH: - Renovation of Sewerage Service Centre under Sub-Division-I(SM).                   | 08.11.16 | M/s. Kajal Engg. Works & Contractor | 15.11.16  | 3.67  | 29.12.16 | Work yet to be started |  |

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|----|-------------|--|----------|-------------------------------------|----------|------|----------|------------------------|--|
| 55 | CE(I)<br>SM | T/M of sewer line in NDMC area during 2016-17. SH: - Execution of emergent/urgent type maintenance work at Malcha Marg, Sewerage Service Centre                | 08.11.16 | M/s. Kajal Engg. Works & Contractor | 03.11.16 | 4.91 | 02.05.17 | Work yet to be started |  |
| 56 | CE(I)<br>SM | Deposit work. SH: - Shifting of sewerage service from the construction site of Dr. Ambedkar International Centre for Social Justice at 15, Janpath, New Delhi. | 08.11.16 | M/s. Vishesh Builders               | 19.11.16 | 8.9  | 18.01.17 | Work yet to be started |  |
| 57 | CE(I)<br>SM | T/M of sewer line in NDMC area during 2016-17. SH: - Raising of deep buried manhole from E-Block to Africa Avenue, Netaji Nagar.                               | 16.11.16 | M/s. Kajal Engg. Works & Contractor | 12.11.16 | 3.28 | 26.12.16 | Work yet to be started |  |
| 58 | CE(I)<br>SM | T/M of sewer line in NDMC area during 2016-17. SH: - Shifting of 200mm dia sewer line at 909, Laxmi Bai Nagar and Moti Bagh, New Delhi.                        | 24.11.16 | M/s. Shama Construction             | 24.11.16 | 2.74 | 23.01.17 | Work yet to be started |  |
| 59 | CE(I)<br>WS | Repair & Maintenance - Infrastructure Assets. SH: Repairing of main lines in Sub Division-I(W/S) area upto 300 mm dia.   | 17.11.16 | Sh. Raj Pal Singh                   | 12.11.16 | 2.91 | 11.02.17 | 20%                    |  |

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|    |             |  |                   |                         |          |      |          |                 |                              |
|----|-------------|--|-------------------|-------------------------|----------|------|----------|-----------------|------------------------------|
| 60 | CE(I)<br>WS | Deposit<br>SH: Shifting of water utility<br>services in the Construction site of<br>UIDAI Building near Kali Mandir<br>on Bangla Sahib Road, New Delhi | Work.<br>17.11.16 | M/s Vishesh<br>Builders | 22.11.16 | 5.82 | 06.01.17 | Just<br>Awarded | Applying for<br>road cutting |
|----|-------------|--|-------------------|-------------------------|----------|------|----------|-----------------|------------------------------|

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**ELECTRICITY DEPARTMENT-II**  
**PALIKA KENDRA, NEW DELHI**

**SUB: PROGRESS REPORT OF WORK COSTING TO RS.1 LAC TO 200 LACS FOR THE MONTH OF NOVEMBER-2016**

| S. No. | Div. Zone | Name of Work  | Date of Awards | Contracting Agency              | Awarded Cost  | Target date of completion | % of Physical progress | Remarks  |
|--------|-----------|---|----------------|---------------------------------|---------------|---------------------------|------------------------|--|
| 1.     | C-I       | Replacement of oil filled transformer with dry type transformers in North of Rajpath & (Phase-IV)   | 22.07.10       | M/s. Control Wel Switchgears    | 1,32,86,000/- | Extended upto 21.07.2015  | 98%                    | Shut down not provided by consumer at ESS 31, Prithvi Raj Road.  |
| 2.     | C-I       | Replacement of oil type transformer with dry type transformer in North of Rajpath and South of Rajpath (Phase-IV)   | 20.04.12       | M/s New Delhi Traders           | 13,24,800/-   | 31.07.2016                | 98%                    | 1. 24Nos. transformers replacement by firm<br>2. Shut down at ESS 31 Prithviraj Road were not allowed by consumer<br>3. Dry type transformers carted at the following ESS for replacement .<br>(i) 31, Prithviraj Road-2Nos. |
| 3.     | C-II      | Cartage, Installation, Testing and commissioning of 4 Nos. SBB, VCB HT panels including associated work for providing HT connection at 5 Maan Songh Road.   | 13.11.15       | M/s Laxami Electromech (P).Ltd. | 3,51,640/-    | 11.01.16                  | 90%                    | Work completed except commissioning  |
| 4.     | C-II      | Cartage, Installation, Testing and commissioning of 5 Nos. SBB, VCB HT panels including associated work in NDMC metering room at ASI, 24 Tilak Marg, New Delhi.   | 18.11.15       | M/s India care                  | 3,73,440/-    | 26.01.16                  | 90%                    | Work completed except commissioning  |
| 5.     | C-II      | CITC of USS 11 KV/433, 990 KVA, providing earthing with copper plate and cartage installation of big size GS pipe earthing at Hanger No. IV (allotted to Indian Air Force) at Safdarjung Airport, New Delhi | 15.01.16       | M/s A.B. Enterprise             | 4,26,540/-    | 24.01.16                  | 90%                    | Work completed except commissioning of USS.  |
| 6.     | C-II      | Laing of 11 KV HT cable 400mm <sup>2</sup> /3 C from 33KV ESS Rajiv Gandhi Bhawan and 33/11KV ESS Aliganj to new proposed ESS at Safdarjung Airport, New Delhi.   | 31.05.16       | M/s J.K Power Enterprises       | 17,37,530/-   | 30.07.16                  | 50%                    | One feed has been laid and work is in progress for laying of 2 <sup>nd</sup> feed.   |

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|     |       |   |          |                                |             |                          |       |   |
|-----|-------|---|----------|--------------------------------|-------------|--------------------------|-------|---|
| 7.  | C-II  | Laying of HT XLPE cable of size 400 sqmm/3C to provide 2 HT feed to 5 Maan Singh Road, New Delhi.   | 16.06.16 | M/s J.K Power Enterprises      | 11,20,296/- | 14.08.16                 | 90%   | One feed has been laid and work is in progress for laying of 2 <sup>nd</sup> feed.  |
| 8.  | C-II  | CITC of 11KV HT panels and alied work at Electric Sub- Station New C-Block, High Court, New Delhi   | 06.10.16 | M/s Neha Electrical Co.        | 4,10,205.00 | 19.10.16                 | 90%   | Work completed except commissioning .   |
| 9.  | C-VI  | Supply installation, Testing and commissioning of capacitor banks at various NDMC Sub-station.  | 14.12.10 | M/s Energy capacitors (P) Ltd. | 69,89,745/- | 30.06.15                 | 87%   | 13 Nos. Capacitor bank out of 15 nos. have been commissioned at Raisina Road, Raja Bazar, Keventor Dairy, Sanjay Gandhi camp, Trauma Centre, Netaji Nagar |
| 10. | Prot. | Annual maintenance contract for 2 nos. SEBA-KMT German make (Model Centrix system) HT CFL locating equipment mounted on vehicle No. DL-IL-K-9260 and 9261 for three years | 13.01.15 | M/s. PCI Ltd.                  | 12,85,200/- | 12.01.18<br>(Three Year) | 63%   | Annual Maintenance contract of cable fault locating van   |
| 11. | Prot. | AMC for 2 Nos."Hagnuk" German make HTCFL equipment mounted on DL-IL-E-1245 and 4734   | 18.05.15 | M/s. PCI Ltd.                  | 13,19,700/- | 17.05.15<br>(Three year) | 51%   | Annual Maintenance contract of cable fault locating van   |
| 12. | M/S   | R&M of H.T Mains in M/S Area. S.H:- Supply of H.S Type St. Th .Joint boxes suitable for 11KV PILCA Cables in M/S Area.  | 28.11.16 | M/s. JPS Associates            | 6,15,180/-  | 27.12.16                 | -NIL- | Material yet to be supplied   |
| 13. | M/S   | R&M of H.T Mains in M/S Area. SH:- Supply of H.S Type St.Th. Joint boxes suitable for 11KV PILCA cables in M/S Area.  | 28.11.16 | M/s. Fair Deal Electric Co.    | 14,52,160/- | 27.12.16                 | -NIL- | Material yet to be supplied   |

CE(E-II)

EE(T-II)

Sr.Asstt. (T-II)

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| क्र.सं. | विभाग का नाम | कार्य का नाम  | कार्य सौंपने की तिथि | एजेंसी का नाम                        | कार्य आरम्भ होने की तिथि      | सौंपने की लागत | कार्य की अवधि         | टिप्पणी                   |
|---------|--------------|---|----------------------|--------------------------------------|-------------------------------|----------------|-----------------------|---------------------------|
| 1       | हिन्दी विभाग | पालिका समाचार हिन्दी उर्दू एवं पंजाबी का ई-बुक में प्रकाशन। | 25.11.2016           | मै० प्रोमिनेन्ट इडवरटाइजिंग सर्विसिज | 01.01.2017<br>( दो वर्ष हेतु) | ₹21,27,500/-   | 2 वर्ष<br>(द्विमासिक) | कार्य जनवरी 2017 से आरम्भ |

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Copy of Reso. No. 20(C-26)  
of  
Council's Ordinary Meeting  
Dated 16/01/2017

ITEM NO. 20 (C-26)

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

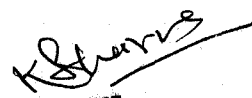
In the Council Meeting held on 28.8.1998, it was decided that the status of execution of all ongoing schemes/works approved by the Council indicating the value of work, date of award/start of work, stipulated date of completion & the present position thereof be placed before the Council for information.

The said report on the status of the ongoing schemes/works upto October, 2016, had already been included in the Agenda for the Council Meeting held on 30.11.2016.

A report on the status of execution of the ongoing schemes/works awarded upto November, 2016, is placed before the Council for information. (See pages 261 -279 ).

COUNCIL'S DECISION

Information noted.

  
Sec. Secretary  
New Delhi Municipal Council  
Patika Kendra, New Delhi

**ACTION TAKEN REPORT ON THE STATUS OF PROJECT / ON GOING SCHEMES / WORKS**

**APPROVED BY THE COUNCIL  
FOR THE MONTH OF NOVEMBER 2016**

| SI. NO | DEPTT. / DIV.              | NAME OF WORK   | DATE OF A/A & E/S | VALUE OF AWARD (IN LACS) | REF. OF BUDGET                        | STIPULATED DATE OF COMPLETION | MAJOR ACTIVITIES  | DATE OF COMPLETION OF ACTIVITIES AS PER BAR CHART | STAGE OF COMPLETION / %AGE OF WORK DONE | REMARKS  |
|--------|----------------------------|--|-------------------|--------------------------|---------------------------------------|-------------------------------|---|---|---|--|
| 1      | CE(C-II)/ BM-II            | Improvement to Housing Complex, Palika Niketan at Sector - 10, R.K. Puram<br>SH: Renewing damaged plaster with external face of blocks of Palika Niketan   | 19.05.10          | 228.55                   | 412-40-0 Scheme No. 62 (D.4.12.1)     | 09.12.11                      |   | 09.12.11  | 66%                                     | Notice have been issued to contractor under Clause 3. Further action to rescind the contract is being initiated by EE(BM-II).<br><br>Stands still work is not in progress. |
| 2      | CE(C-II)/ BM-II            | Improvement to various Housing Complexes under BM-II Division<br>SH: Façade improvement to Palika Gram Housing Complex, Sarojini Nagar with marble chips grit wash plaster and improvement to stair case with Kota Stone flooring  | 02.03.16          | 223.74                   | 4124005 Scheme No. 67 Function Code 6 | 25.10.17                      |   | 25.10.17  | 28%                                     |  |
| 3      | CE(C-II)/ BM-II            | Improvement to Charak Palika Hospital, Moti Bagh, New Delhi<br>SH: Construction of additional block at Charak Palika Hospital Moti Bagh, New Delhi (Composite Work)  | 12.03.16          | 723.67                   | 4124001 Function Code 35              | 12.10.17                      |   | 12.10.17  | 1%                                      |  |
| 4      | CE(C-II) / Special Project | BSUP Project for construction of 240 EWS dwelling units for slum at Bakarwala, Delhi under JNNURM Scheme<br>SH: (a) Civil Works 'Construction of 240 EWS dwelling units, facility centre and infrastructure work including external development work.<br><br>(b) Electrical works 'Providing I.E.I., SCC, Meter Boards, Compound lighting, Fans & Fixtures etc.<br><br>(c) Providing/ Fixing/ Testing/ Commissioning of Fire Fighting Works<br><br>(d) Development of Horticulture works | 09.02.12          | 1742.00                  | 76/412-40-00 Scheme No. 26            | 14.09.14                      | Super structure and brick work, external plaster & painting completed. Plastering internal walls, flooring work etc. Including development works are in progress. | 30.11.15  | 98%                                     | Work is in progress.   |

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# BAR CHART





NAME OF WORK: IMPROVEMENT TO HOUSING COMPLEX PALIKA NIKETAN AT SECTOR-10, R.K. PURAM  
SUB-HEAD: RENEWING DAMAGED PLASTER WITH EXTERNAL FACE OF BLOCKS OF PALIKA NIKETAN  
AGENCY: M/S BHASIN CONST. CO.

**A/A & E/S Rs. 2,11,87,900/-**  
**Vide Item No. 12(A-12)) Dt. 19.05.10**  
**Tendered Amount : 2,28,55,488/-**  
**Head of A/c : D.4.12.1**

[illegible]

**Stipulated Date of Start & Completion :- 10.12.2010 & 09.12.2011**

### Legend

|  |                                |
|--|--------------------------------|
|  | Scheduled Progress             |
|  | Actual Progress (Physical)     |
|  | Financial Progress (Scheduled) |
|  | Financial Progress (Actual)    |

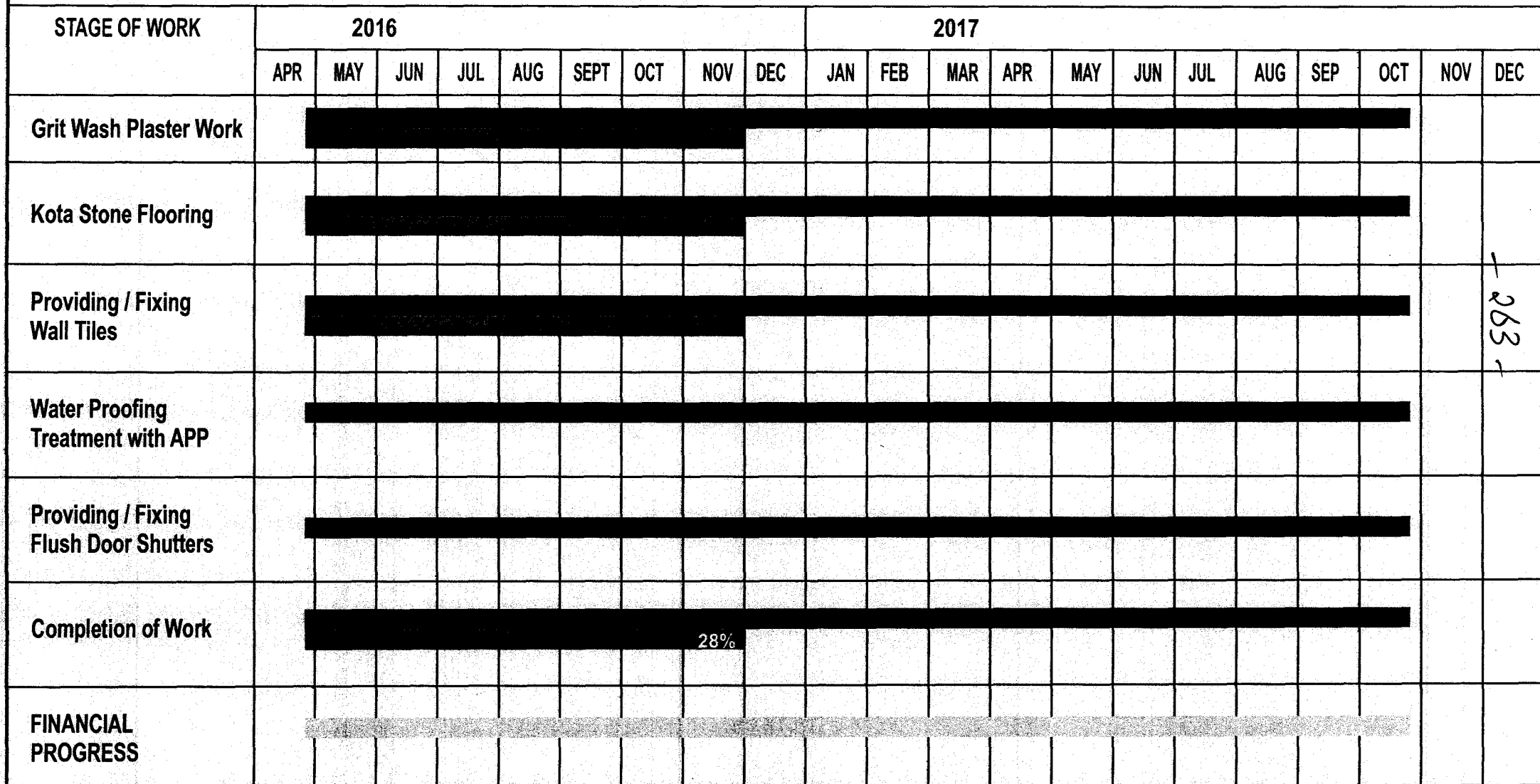
**AE (BM-II)**

EE (BM-II)

# BAR CHART

NAME OF WORK: Improvement to various housing complexes under BM-II division  
 SUB-HEAD: Facade improvement to Palika Gram Housing Complex, Sarojini Nagar with marble chips grit  
 wash plaster and improvement to stair case with Kota stone flooring  
 AGENCY: SH. BIPIN KUMAR

A/A & E/S Rs. 2,84,55,600/-  
 Vide Item No. 08(A-03) dt. 12.06.2015  
 Tendered Amount : 2,23,73,789/-  
 Head of A/c : 6-412-40-0-67-102



Stipulated Date of Start & Completion :- 26.04.2016 & 25.10.2017

## Legend

- Scheduled Progress
- Actual Progress
- Financial Progress (Scheduled)
- Financial Progress (Actual)

AE (BM-II)

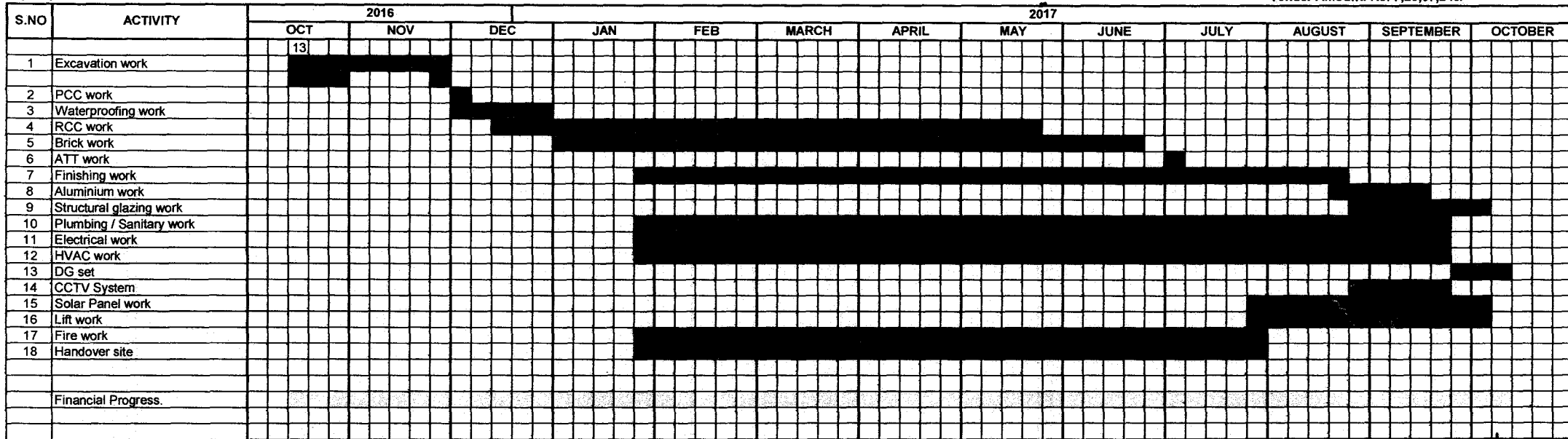
EE (BM-II)

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BAR CHART AS ON 30.11.2016

Name of work: Improvement to Charak Palika Hospital, New Delhi  
 Sub Head: Construction of additional block at Charak Palika Hospital, Moti Bagh, Ne  
 Agency Name: M/s N.S. Associates Pvt. Ltd.

Estimated Cost: Rs. 7,57,14,295/-  
 WO No. : 2964-75/EE(BM-II)/2016-17  
 Tender Amount: Rs. 7,23,67,240/-



Stipulated date of start & Completion:- 13.10.2016 & 12.10.2017

Schedule  
 Actual



Schedule  
 Actual



EE (B.M.)

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## BAR CHART

Name Of Work : BSUP Project for Construction of 240 E.W.S. Dwelling units for slum at Bakkarwala, Delhi under JNNURM Scheme.

a) Civil Works ' Construction of 240 E.W.S. du's, facility centre and infrastructure work including external development work.

b) Electrical works ' Providing I.E.I., SCC, Meter Boards, Compound Lighting, Fans& Fixtures etc.









c) Providing /Fixing /Testing /Commissioning of Fire Fighting Works.


d) Development of Horticulture works.


Project Cost : Rs. 17,41,32,108/-


Resolution No. : 10 (A-05)


Date : 23.05.2013

| STAGES  | 2013   |     |     |     |     |     |     |     | 2014 |     |     |     |     |     |     |     |     |     |     |     | 2015 |     |     |     |     |     |     |     |     |     |     |     | 2016 |     |     |     |     |     |     |     |     |     |  |  |  |
|---|--|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|--|
|   | JUN  | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB  | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB  | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN | FEB  | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV |  |  |  |
| PHYSICAL  |  |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |  |  |  |
| Accord of A/A & E/S  |  |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |  |  |  |
| Approval of D.E.     |  |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |  |  |  |
| Approval of NIT      |  |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |  |  |  |
| Receipt Of Tender    |  |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |  |  |  |
| Award Of Work        |  |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |  |  |  |
| Commencement of Work  |    |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |  |  |  |
| Completion of Work  |    |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |  |  |  |
| Financial Progress  |  |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |  |  |  |

 Scheduled Progress (Physical)

 Actual Progress (Physical)

 Financial Progress (Scheduled)

 Financial Progress (Actual)

Note:- The work has been awarded to M/s Aadhar Stumbh Township Pvt. Ltd. vide letter No. EE(Spl. Proj.)/AB/D/913-28 dt. 14.06.2013.

*Kanati*  
EE (Special Project)

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**ACTION TAKEN REPORT ON THE STATUS OF PROJECT / ON GOING SCHEMES / WORKS TILL November - 2016**

| Sl. No. | DEPTT. / DIV. | NAME OF WORK  | DATE OF A/A & E/S | VALUE OF AWARD (IN LACS) | NAME OF THE CONTRACTOR                         | AUTHORITY APPROVING THE CONTRACT OR | REF. OF BUDGET   | STIPULATED DATE OF COMPLETION | MAJOR ACTIVITIES                         | DATE OF COMPLETION OF ACTIVITIES AS PER BAR CHART | STAGE OF COMPLETION / %AGE OF WORK DONE | REMARKS   |
|---------|---------------|---|-------------------|--------------------------|--|-------------------------------------|--|-------------------------------|--|---|---|---|
| 1       | CE(R)/ R-I    | S/R of roads in NDMC area.<br>SH: Resurfacing of Tilak Lane and Pandara Park under the jurisdiction of R-I division.  | 17.10.14          | 250.57                   | M/s Awasthi Const. Co.                         | Council                             | 21-4124002 (Sch. No. 31/8)   | 29.09.16                      | Resurfacing work                         |   | 95%                                     |   |
| 2       | CE(R)/ R-II   | S/R of Roads in NDMC Area<br>SH: Resurfacing of Roads of Pandara Road. Rabinder Nagar Colony, New Delhi.  | 30.01.15          | 226.41                   | M/s Mahavir Prasad Gupta and Sons              | Council                             | Rs. 50 Lacs in RE 15-16 at page 429 in vol-II.<br>Rs. 230 Lacs in BE 16-17 at page -429 in vol-II. | 30.08.16                      | Resurfacing of roads                     |   | 98%                                     |   |
| 3       | CE(R)/ R-III  | Improvement of existing service road and drainage system, sewer system & water supply system in pillanji village sarojini nagar.  | 09.05.16          | 310.35                   | Sh. Bipin Kumar                                | Council                             | 51-412-40-00 scheme-20143  | 08.10.16                      | Sewrage, water supply, drainage and road | 07.10.17  | 10%                                     |   |
| 4       | CE(R)/ R-IV   | Strengthening and re-surfacing of roads in NDMC area SH<br>Strengthening and re-surfacing round about, T-Junction, crossing, lane and Race Course road in R-IV division | 27.10.16          | 239.46                   | M/s K.R. Anand                                 | Council                             |  | 22.03.17                      |  |   |   | Survey work in progress   |
| 5       | CE(R)/ RIP    | S/R of Roads in NDMC Area<br>SH: Resurfacing of C-Hexagon (Except Ashok Road to Ashok Road)   | 26.02.14          | 239.00                   | M/s Mahavir Parsad Gupta & Sons                | Council                             | 21-412-40-030-8  | 28.08.15                      |  |   | 20%                                     |   |
| 6       | CE(R)/ RIP    | Sub: S/R of roads in NDMC area.<br>SH: Resurfacing of Roads through Hot and Cold Mix Technology in the year 2014-15.  | 30.01.15          | 423.00                   | M/s Inckah Infrastructure Technology Pvt. Ltd. | Council                             | 21-412-40-030-4  | 19.11.16                      |  |   |   | Being started shortly   |
| 7       | CE(R)/ (SM)   | Hiring of two number of the pressure Jetting Cum Sewer Suction Machine mounted on truck chassis for three years.  | 12.06.15          | 216.13                   | M/s Ram charan Bansal                          | council 04(A-01)<br>12.06.15        | 52-2304002   | 13.08.18                      |  | 13.08.18  | 44%                                     |   |
| 8       | CE(R)/ (SM)   | shifting of sewer line in East Kidwai Nagar Ndelhi (Deposit work)   | 20.02.15          | 299.47                   | M/s Deepak Allied traders & Engineers          | 03(A-20)<br>6.10.15                 | 52-4701001   | 30.08.16                      |  | 30.11.16  | 98%                                     |   |
| 9       | CE(R)/ (SM)   | Hiring operation and maintenance of 2 Nos. jetting cum suction cleaning machines with water recycling technology (for 7 years)  | 02.03.16          | 2424.94                  | M/s Metro Waste Handling Pvt. Ltd.             | 27(A-42)<br>03.11.16                | 52-230-4002  |                               |  |   |   | As per RFP condition vehicles submitted by the firm within six months |

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## BAR CHART

Name of work : - S/R of Roads in NDMC area.

Sub-Head : - Resurfacing of Tilak lane and Pandara Park under the jurisdiction of R-I division.

Agency : - M/S Awasthi Const. Co.

Award Letter No. : - 1093-1103/D/EE(R-I) dated 21.03.2016.

S.D.O.S. : - 30.03.2016


S.D.O.C. : - 29.09.2016

Tendered Cost : - 2,50,57,135/-

| Stage |                      | 2014-15, 2015-16 & 2016-17 |          |          |                        |          |        |        |        |        |        |        |        |        |        |
|-------|----------------------|----------------------------|----------|----------|------------------------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|       |                      |                            | 19.09.14 | 17.10.14 | 04.11.15 &<br>27.11.15 | 21.03.16 | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 |
| 1     | Preliminary Estimate | T                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
|       |                      | A                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
| 2     | Detail Estimate      | T                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
|       |                      | A                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
| 3     | NIT                  | T                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
|       |                      | A                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
| 4     | Call of Tender       | T                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
|       |                      | A                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
| 5     | Award of work        | T                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
|       |                      | A                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
| 6     | Physical Progress    | T                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
|       |                      | A                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
| 7     | Financial Progress   | T                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |
|       |                      | A                          |          |          |                        |          |        |        |        |        |        |        |        |        |        |

Target Physical Progress

Achievement/ Actual Progress

  
**E.E. R. K. GARG**  
 Executive Engineer (R-I)  
 Civil Engg. Deptt., N.D.M.C.  
 Tilak Lane, New Delhi

AE-II(R-I)

267-1

# BAR CHART





Name of work :- S/R roads in NDMC area.

SH:- Resurfacing of roads Pandara Road, Rabinder Nagar Colony, New Delhi

Agency:- M/s Mahavir Parsad Gupta & Sons. Aggrement No. /EE(R-II)/2015-16. S.D.O.S.:-31.03.2016 S.D.O.C.:- 30.08.2016

Tendered Cost:- Rs.2,26,40,713/-

| Stage |                      | 2015-16 |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|-------|----------------------|---------|----------|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|       |                      |         | 30.01.15 | 13.02.20<br>15 | 12.08.15 | 30.09.15 | 28.03.16 | 31.05.16 | 30.06.16 | 08.07.16 | 31.07.16 | 08.08.16 | 09.08.16 | 30.08.16 | 15.09.16 | 30.10.16 | 15.11.16 | 24.12.16 |
| 1     | Preliminary Estimate | T       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|       |                      | A       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
| 2     | Detail Estimate      | T       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|       |                      | A       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
| 3     | NIT                  | T       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|       |                      | A       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
| 4     | Call of Tender       | T       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|       |                      | A       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
| 5     | Award of work        | T       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|       |                      | A       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
| 6     | Physical Progress    | T       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|       |                      | A       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          | 98%      |
| 7     | Financial Progress   | T       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
|       |                      | A       |          |                |          |          |          |          |          |          |          |          |          |          |          |          |          | 87%      |

 Target Physical Progress  
 Achievemnet physical progress  
 Target Financial progress  
 Achievement Financial Progress

EE(R-II)

AE-V(R-II)

890

# BAR CHART

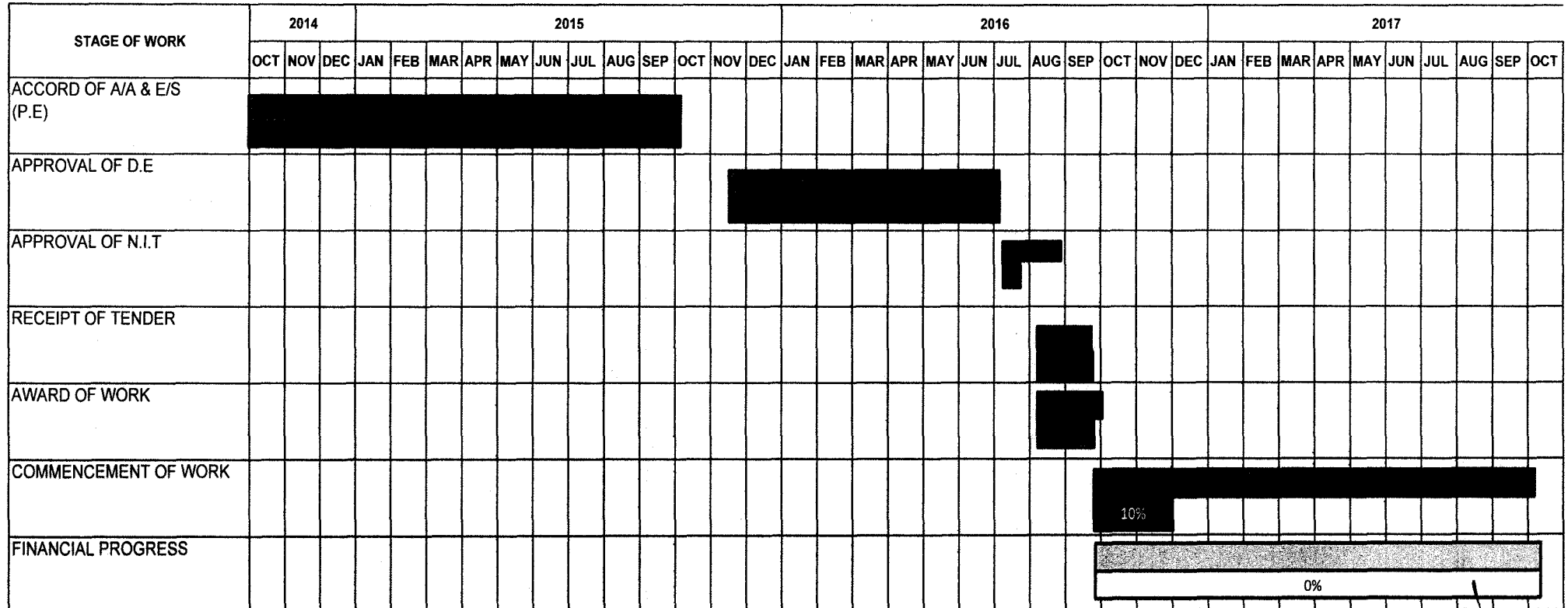
As on : 30/11/2016

NAME OF WORK: Improvement of existing Service road drainage system sewer system & water supply system in the Pillanji Village, Sarojini Nagar.

Agency: Sh. Bipin Kumar  
Tender cost Rs. 3.10 Crores

St. date of start: 08-10-2016  
St. date of completion 07-10-2017

Div: EE (R-III)  
Sub Div- (IV)



Legend

- [Solid Black Bar] PHYSICAL PROGRESS (SCHEDULED)
- [Solid Black Bar] PHYSICAL PROGRESS (ACTUAL)
- [Hatched Bar] FINANCIAL PROGRESS (SCHEDULED)
- [Solid Black Bar] FINANCIAL PROGRESS (ACTUAL)

*[Signature]*  
EE(R-III)

*[Signature]*  
8/12/16  
AE-IV(R-III)

269-1

# BAR CHART

Name of work:- Strengthening and re-surfacing of roads in NDMC area.

SH:- Srengthening and re-surfacing of roundabout, T-Junction, crossing, lane and race course road in R-IV Division.

Agency:- M/s K.R. Anand

Division - R-IV

Estimated Cost:- Rs. 2,92,58,738/-

Tendered amount:- Rs. 2,39,45,950/-

S.D.O.S:- 23-11-2016

S.D.O.C:- 22-03-2017

| S.No. | Activities   | Quantity    |          | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | 17-Apr | Remarks  |
|-------|--|-------------|----------|--------|--------|--------|--------|--------|--------|--|
| 1     | Providing and laying stone matrix Asphalt (SMA).....<br>(a) 40mm compacted thickness with bitumen grade PMB-40 | 4523.00 MT  | Targeted |        |        |        |        |        |        | Work could not be started due to awaited design of Job mix formula and low weather temprature. |
|       |  |             | Actual   |        |        |        |        |        |        |  |
| 2     | Providing and laying micro surfacing course..... confirming to type-III grading                                | 21778.00 m2 | Targeted |        |        |        |        |        |        |  |
|       |  |             | Actual   |        |        |        |        |        |        |  |
| 3     | P/L 2.5mm thick road marking strips (retro-reflective)   | 3558.00 m2  | Targeted |        |        |        |        |        |        |  |
|       |  |             | Actual   |        |        |        |        |        |        |  |
| 4     | P/L RMC M-25 all work upto plinth level.   | 84.00 m3    | Targeted |        |        |        |        |        |        |  |
|       |  |             | Actual   |        |        |        |        |        |        |  |
| 5     | Financial progress   |             | Targeted |        |        |        |        |        |        |  |
|       |  | 240 Lacs    | Actual   |        |        |        |        |        |        |  |

Legent

Targeted sechedule of work

Actual progress

Financial progress - Targeted

Actual

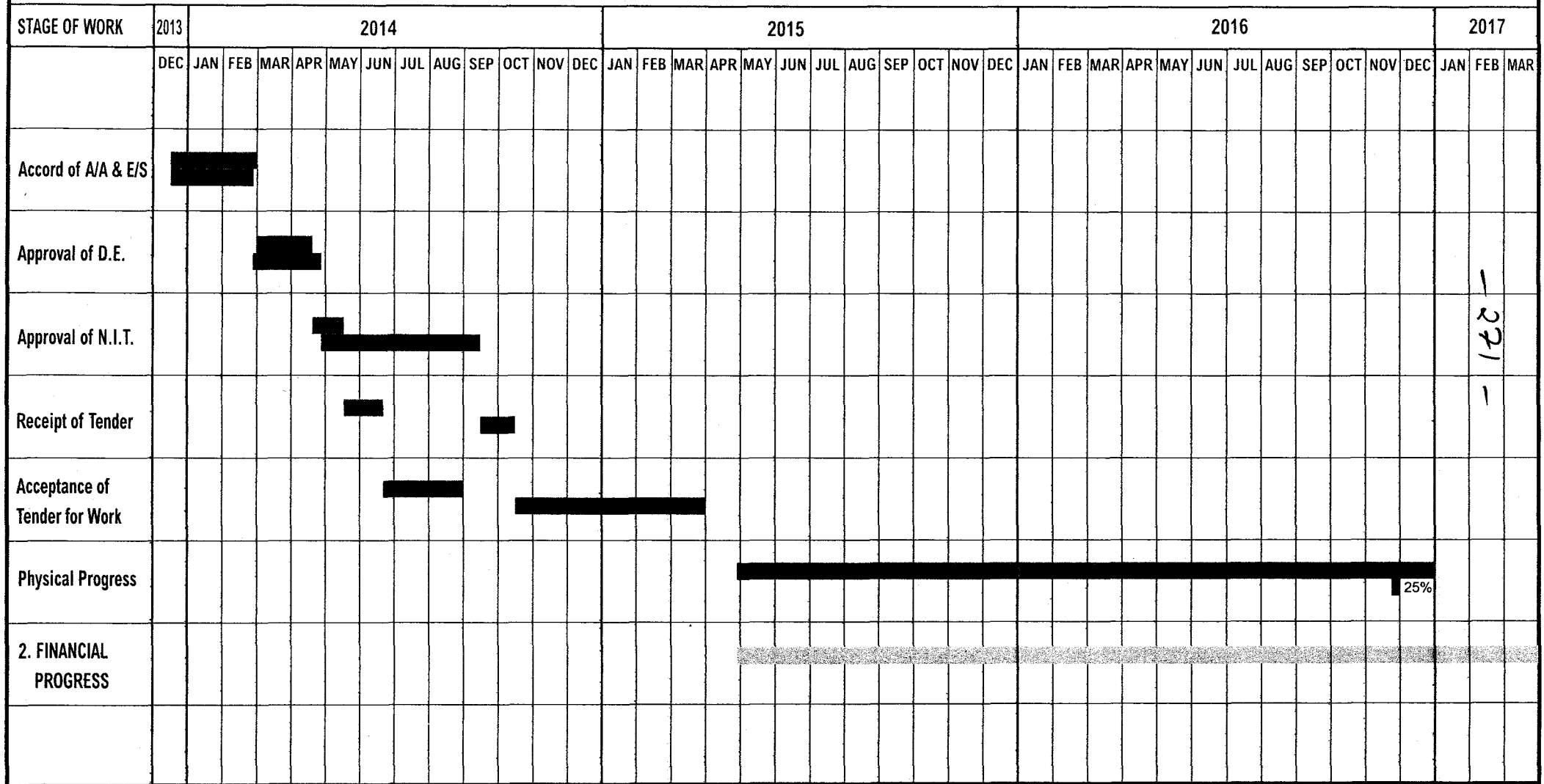
EE(R-IV)

AE-II(R-IV)

JE(R-IV)

# BAR CHART

NAME OF WORK : S/R of Roads in NDMC Area.  
SH: Resurfacing of C-Hexagon (Except Akbar Road to Ashoka Road)







Legend

- Target Physical Progress
- Physical Progress (Actual)
- Target Financial Progress
- Financial Progress (Actual)

  
**Executive Engineer (RIP)**

**NAME OF WORK : S/R of Roads in NDMC Area.**  
**SH: Resurfacing of Roads through Hot & Cold Mix Technology in year 2014-2015**

一七二

 Target Physical Progress  
 Physical Progress (Actual)  
 Target Financial Progress  
 Financial Progress (Actual)

*Quesada*

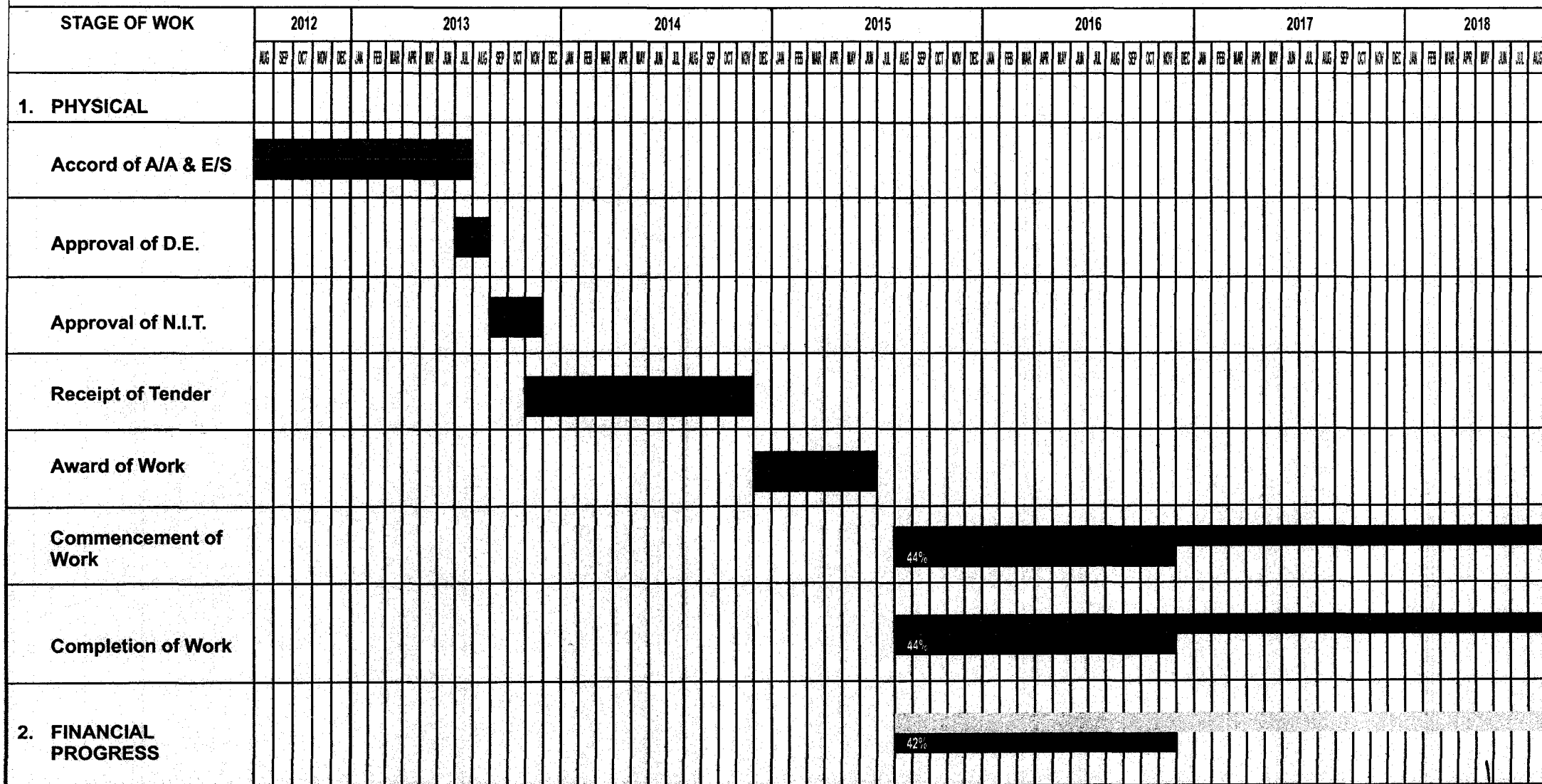
## Executive Engineer (RIP)

# BAR CHART

NAME OF WORK: Hiring of two nos. of the Pressure Jetting cum Sewer Suction Machine mounted on Truck Chassis for 3 Yrs.





AGENCY: M/S RAM CHARAN BANSAL

Tendered Amount Rs. 2,16,12,56,000  
Vide Item No. 04(A-01) Dt. 12.06.2015



Stipulated Date of Start & Completion :- 15.08.2015 to 14.08.2018

Legend

-  Scheduled Progress
-  Actual Progress (Physical)
-  Financial Progress (Scheduled)
-  Financial Progress (Actual)

  
Executive Engineer (SM)

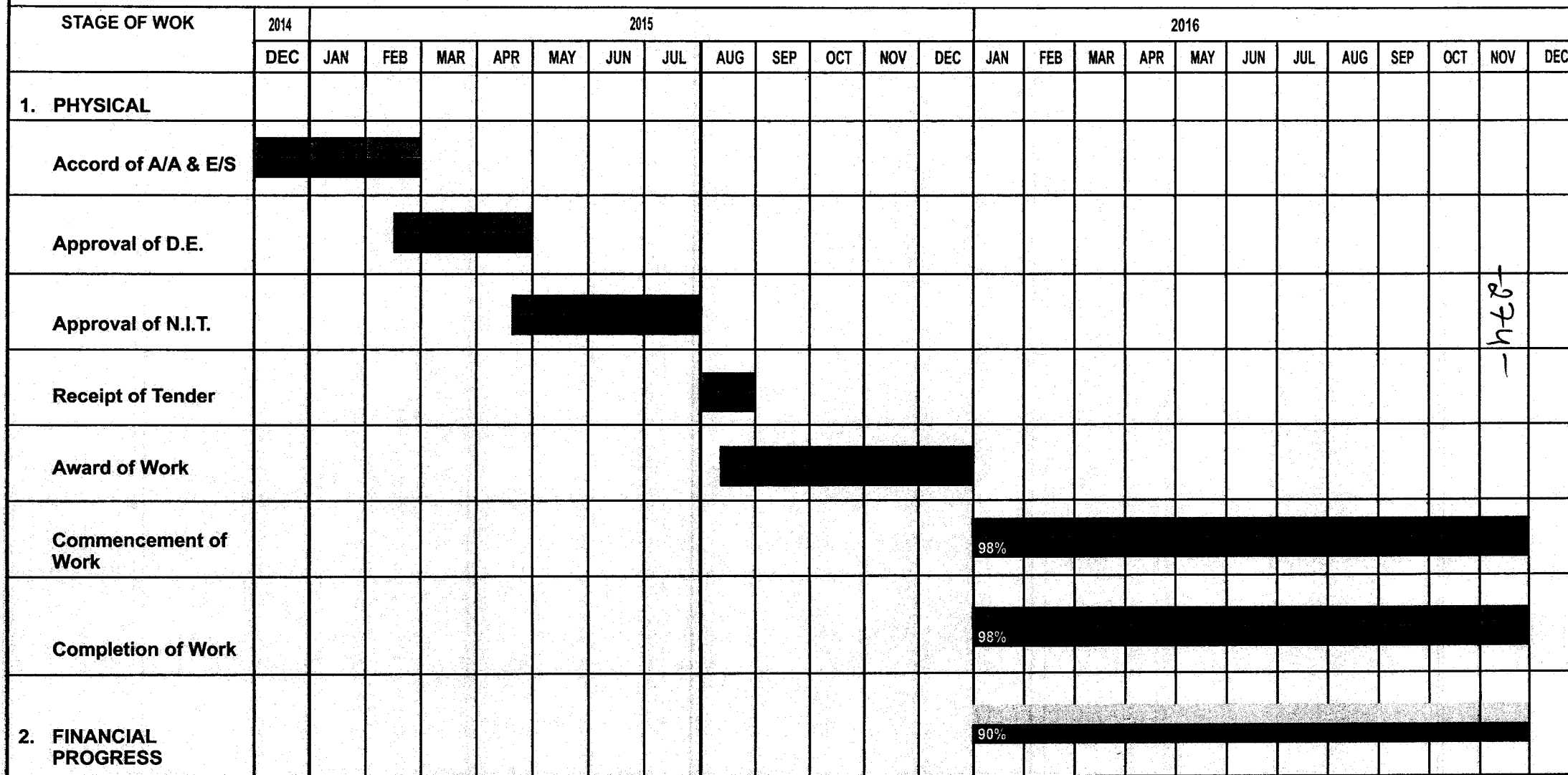
  
AE (SM) CR

293

# BAR CHART





NAM. OF WORK: SHIFTING OF SEWER LINE IN EAST KIDWAI NAGAR, NEW DELHI.  
AGENCY: M/S DEEPAK ALLIED TRADERS & ENGINEERS

Tendered Amount Rs. 2,99,47,273.00  
Vide Item No. 03(A-20) Dt. 06.10.2015



Stipulated Date of Start & Completion :- 31.12.2015 to 30.08.2016

## Legend

-  Scheduled Progress
-  Actual Progress (Physical)
-  Financial Progress (Scheduled)
-  Financial Progress (Actual)

Executive Engineer (SM)  
Executive Engineer (SM)  
N.D.M.C., New Delhi

AE-V (SM)

**AGENCY: M/s Metrro Waste Handling Pvt. Ltd.**

Tendered Amount Rs. 24,24,94,560/-  
Vide Item No. 27(A-42) Dt. 03.10.2016

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### Legend

15.12

## AE-V (SM)

**PROGRESS REPORT OF WORKS ONGOING SCHEMES MORE THAN 200 LACS FOR THE MONTH OF NOVEMBER 2016 IN (EC-VI) Division**

| Name of Division | NAME OF WORK   | Date of A/A/E/S   | Date of Publishing Tender | Date of Award | Date of start of work | Value of award (in Rs) | Name of Contractor         | Authority approving the Contract       | Final date of completion of project | Major Activities  | Date of completion | Stage of completion | % of completion | Remarks           |
|------------------|--|---|---------------------------|---------------|-----------------------|------------------------|----------------------------|--|-------------------------------------|---|--------------------|---------------------|-----------------|-------------------|
| EE(E) C-VI       | Establishing two 33KV ESS at Kidwai Nagar Sub-Station work   | Technical register at page no. 05, Sr. No. 23 on dt. 19.08.15 for Rs 15,09,85,298/- | 16.02.2016                | 10.06.2016    | 31.07.2016            | 29,59,49,800/-         | M/s JSP Projects Pvt. Ltd. | Council Item No. 25(B-02) dt. 26.04.16 | -                                   | 33KV GIS boards, 11KV boards, 33KV Power Transformers, 11KV Station Transformers & LT boards. | 30.5.2017          | -                   | -               | Work in progress  |
|                  | Establishing two 33KV ESS at Kidwai Nagar(East) SH: Supplying, Laying, Testing & Commissioning of 33KV, 400Sq.mm/3c, XLPE cable for 33KV ESS at Kidwai Nagar (East) Feeders work | Technical register at page no. 05, Sr. No. 24 on dt. 19.08.15 for Rs 6,56,86,300/-  | 16.02.2016                | 14.06.2016    | 31.07.2016            | 10,64,15,850/-         | M/s Universal Cables Ltd.  | Council Item No. 24(B-01) dt. 26.04.16 | -                                   | 33KV HT Cable & its laying, testing & commissioning.  | 30.05.2017         | -                   | -               | Work in progress. |

*[Signature]*  
13-12-16  
EE(E)C-VI

*[Signature]*  
AEE(C-VI)

*[Signature]*  
JEE(C-VI)

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## PROJECT BAR CHART

**CUSTOMER: NDMC**

CONTRACTOR: UNIVERSAL CABLES

TOTAL TIME OF COMPLETION: 10 MONTHS

ORDER REF: D-295/EE(E) C-VI, Dt 14.06.2016

| JOB DESCRIPTION  | 01.08.2016 | 31.08.2016 | 30.09.2016 | 31.10.2016 | 30.11.2016 | 31.12.2016 | 31.01.2017 | 28.02.2017 | 31.03.2017 | 30.04.2017 | 31.05.2017 | REMARKS  |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--|
| Route Survey and submission of route drawings and its approval |            |            |            |            |            |            |            |            |            |            |            | DRGS SUBMITTED ON 13.09.2016, APPROVAL AWAITED   |
| GPR survey   |            |            |            |            |            |            |            |            |            |            |            | GPR REPORT SUBMITTED ON 18.10.2016   |
| Permissions from various authorities for road cutting          |            |            |            |            |            |            |            |            |            |            |            | PERMISSION AWAITED. (NDMC SCOPE)   |
| Supply of 33kv cables  |            |            |            |            |            |            |            |            |            |            |            | 15KMS DELIVERED. BALANCE QTY NOT TAKEN INTO PRODUCTION DUE TO NON-RECEIPT OF FINAL QUANTITY CONFIRMATION FROM NDMC. (Refer our letter dt 30.09.2016 )          |
| Supply of Joints and terminations                              |            |            |            |            |            |            |            |            |            |            |            | INSPECTION OF 90 NOS IN PROGRESS. BALANCE QTY NOT TAKEN INTO PRODUCTION DUE TO NON CONFIRMATION OF FINAL CABLE QTY FROM NDMC (Refer our letter dt 30.09.2016 ) |
| Supply of RCC cable covers                                     |            |            |            |            |            |            |            |            |            |            |            | MANUFACTURING IN PROGRESS  |
| Supply and Laying of HDPE pipes                                |            |            |            |            |            |            |            |            |            |            |            | WORK CANNOT BE STARTED DUE TO NON RECEIPT OF ROAD CUTTING PERMISSIONS FROM NDMC/PWD/DDA  |
| Excavation of cable trench                                     |            |            |            |            |            |            |            |            |            |            |            | WORK CANNOT BE STARTED DUE TO NON RECEIPT OF ROAD CUTTING PERMISSIONS FROM NDMC/PWD/DDA  |
| Laying of 33kv cable   |            |            |            |            |            |            |            |            |            |            |            | WORK CANNOT BE STARTED DUE TO NON RECEIPT OF ROAD CUTTING PERMISSIONS FROM NDMC/PWD/DDA  |
| Jointing and termination                                       |            |            |            |            |            |            |            |            |            |            |            | WORK CANNOT BE STARTED DUE TO NON RECEIPT OF ROAD CUTTING PERMISSIONS FROM NDMC/PWD/DDA  |
| Testing and Commissioning                                      |            |            |            |            |            |            |            |            |            |            |            | WORK CANNOT BE STARTED DUE TO NON RECEIPT OF ROAD CUTTING PERMISSIONS FROM NDMC/PWD/DDA  |
| DATE: DECEMBER 06 2016   |            |            |            |            |            |            |            |            |            |            |            |  |
|  |            |            |            |            |            |            |            |            |            |            |            | PLANNED WORK   |
|  |            |            |            |            |            |            |            |            |            |            |            | WORK IN PROGRESS   |
|  |            |            |            |            |            |            |            |            |            |            |            | WORK COMPLETED   |
| FOR UNIVERSAL CABLES   |            |            |            |            |            |            |            |            |            |            |            |  |

1271

### BAR CHART

Project: ESTABLISHING TWO 33 KV ESS AT KIDWAI NAGAR (EAST)  
Cust: New Delhi Municipal Council (NDMC)  
L.O. NO: AD/291/EE(C-VI).DATE 10.06.2016

|  |                         |
|--|-------------------------|
|  | Planned Schedule        |
|  | Activity Completed      |
|  | Activity Under Progress |

IN MONTH

[illegible]

|   |
|---|
| 1 |
| 2 |
| 4 |
| 8 |
| 1 |

| Sl. No. | ACTIVITY   | RESPONSIBLE AGENCY | IN WEEK | Jul-16 |   |   |   | Aug-16 |   |   |   | Sep-16 |    |    |    | Oct-16 |    |    |    | Nov-16 |    |    |    | Dec-16 |    |    |    | Jan-17 |    |    |    | Feb-17 |    |    |    | Mar-17 |    |    |    | Apr-17 |    |    |    | May-17 |  |  |
|---------|--|--------------------|---------|--------|---|---|---|--------|---|---|---|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|----|----|----|--------|--|--|
|         |  |                    |         | 1      | 2 | 3 | 4 | 5      | 6 | 7 | 8 | 9      | 10 | 11 | 12 | 13     | 14 | 15 | 16 | 17     | 18 | 19 | 20 | 21     | 22 | 23 | 24 | 25     | 26 | 27 | 28 | 29     | 30 | 31 | 32 | 33     | 34 | 35 | 36 | 37     | 38 | 39 | 40 |        |  |  |
| 7       | MANUFACTURING INSPECTION & DISPATCH OF 33KV GIS PANEL              | JSP/NDMC           | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
|         |  |                    | A       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| 8       | MANUFACTURING INSPECTION & DISPATCH OF 33KV CRP PANEL              | JSP/NDMC           | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
|         |  |                    | A       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| 9       | MANUFACTURING INSPECTION & DISPATCH OF BATTERY & CHARGER WITH DCDB | JSP/NDMC           | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
|         |  |                    | A       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| 10      | MANUFACTURING INSPECTION & DISPATCH OF OTHER MISC. ITEMS ETC.      | JSP                | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
|         |  |                    | A       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| 11      | COMPLETION OF INSTALLATION WORK                                    | JSP                |         |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| A       | KIDWAI NAGAR-EAST-I  | JSP                | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| B       | KIDWAI NAGAR-EAST-II   | JSP                | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
|         |  |                    | A       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| 12      | PRETESTING & COMMISSIONING WORK                                    | JSP                | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
|         |  |                    | A       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| A       | KIDWAI NAGAR-EAST-I  |                    | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| B       | KIDWAI NAGAR-EAST-II   |                    | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
|         |  |                    | A       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| 13      | SUBMISSION OF INVOICE FOR SUPPLY & ERECTION & COMMISSIONING        | JSP                | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
|         |  |                    | A       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| 14      | RECEIPT OF PAYMENT AGAINST SUPPLY & ERECTION                       | NDMC               | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
|         |  |                    | A       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| 15      | HANDING OVER OF SUB STATIONS                                       | JSP                | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| A       | KIDWAI NAGAR-EAST-I  |                    | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
| B       | KIDWAI NAGAR-EAST-II   |                    | P       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |
|         |  |                    | A       |        |   |   |   |        |   |   |   |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |    |    |    |        |  |  |

NOTE: 1. Inspection complete for 33 KV GIS equipments

2. CRP panels along with 11 GIS Panels have been received at site

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Copy of Reso. No. 21 (C-27)  
of  
Council's Ordinary Meeting  
Dated 16/01/2017

**ITEM NO. 21 (C-27)**

1. **Name of the subject/Project**  
Annual Administrative Report for the year 2015-16
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 2015-16 has been prepared keeping in view the specific requirements of Section 410 of the NDMC Act. The proposed report contains the achievements of 2015-16 and projections for 2015-16 alongwith photographs of important projects/events. The report contains XXX chapters and is of 148 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.2301/Finance/R-Secy. dated 29.12.2016.

**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. 2014-15 was approved by the Council vide Reso. No.02 (C-18) dated 28.10.2015.

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:

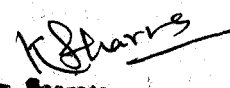
As per the requirement of Section 410(2) of the Act, the said report is placed for consideration of the Council and approval for forwarding the same to the Central Govt.

17. Draft Resolution

Resolved by the Council that the Annual Administrative Report for the year 2015-16 is approved and the same may be forwarded to the Central Govt.

**COUNCIL'S DECISION**

The Council resolved to discuss the Annual Administrative Report for the year 2015-16 in its next meeting.

  
 Secretary  
 New Delhi Municipal Council  
 Palika Mandra, New Delhi

16.01.2017

**ITEM NO. 22 (D-05)**

1. **Name of the subject/proposal:** Grant of Exclusive Co-Branding and Advertisement Rights at selected Subways of NDMC.
2. **Name of the Department/ departments concerned:** Accounts Department
3. **Brief history of the subject/project:**

With the objective of leveraging on the brand "NDMC" and the strategic locations in which the subways are located, NDMC intends to grant Exclusive Co-Branding and Advertisement Rights to a suitable entity. Subway gives advertisers and marketers an organised and structured advertising and communication platform, the first of its kind in terms of scale as well as reach.

NDMC intends to select a licensee to develop a world class advertising environment in NDMC. The selected licensee shall design, procure/develop, install, manage, operate and market advertising opportunities or any other innovative advertising media, etc (including Experiential Marketing, Product Displays, advertisements by audio-visual aids) at subway. Given the fact that the creation of a suitable advertising environment is imperative to effectively exploit the commercial rights whilst maintaining aesthetics of the city, NDMC is looking for entities with a proven track record.

### **NDMC TRANSFORMING INTO A SMART CITY**

NDMC has been one of the first city to initiate Smart City projects which inter-alia include city-wide wi-fi services in the Connaught Place and Khan Market area, Multi-tier automatic parking system at Sarojini Nagar and Baba Kharak Singh Marg, a multi utility (Service corridor) duct of about 1.2 km in the Connaught Place area and e-governance initiatives such as on-line payments for electricity-water bills, property taxes and other online services such as citizen complaint centers, hospital data of birth and death, electricity water connections. NDMC is also taking big strides in moving to mobile platform for rendering citizen services.

NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India as one of the first 20 Smart Cities under the Smart City Mission.

The vision for NDMC Smart City has been formulated based on the strategic blueprint and the needs and aspirations articulated through the stakeholder consultations. NDMC Vision for Smart City is thus:

**"To be the Global Benchmark for a Capital City"**

NDMC, with a view to augment its earnings through non-operating revenue, has invited Request for Proposal (RFP) from interested parties for grant of exclusive Co Branding and Advertisement Rights at Selected Subways of NDMC Area through open bidding process from interested parties which are registered as Sole Proprietorship Firm, a Partnership Firm or a Company having registered office in India, or a combination of above in the form of consortium.

**4. Proposal of the Deptt.:**

4.1 The proposal of the Deptt. is to grant exclusive Co-Branding and Advertisement Rights at the selected five Subways of NDMC. The subway-wise details of EMD/Bid Security for each subway/location for Co-Branding and Grant of Advertisement Rights is as follows:

| S. No. | Name of Subway      | Location               | Bid Security/ EMD (in Rs.) | Area inside the subway | Area outside the staircase/ escalators | Total            |
|--------|---------------------|------------------------|----------------------------|------------------------|--|------------------|
| 1.     | Sansad Marg Subway  | Near Sansad Marg       | Rs.6.00 lakhs              | 2453.0 Sq. Feet        | 134.28 Sq. Feet                        | 2587.28 Sq. Feet |
| 2.     | Janpath Subway      | Near Janpath Market    | Rs.6.00 lakhs              | 2801.0 Sq. Feet        | 392.74 Sq. Feet                        | 3193.74 Sq. Feet |
| 3.     | K.G. Marg Subway    | On K.G.Marg            | Rs.6.00 lakhs              | 2120.0 Sq. Feet        | 304.62 Sq. Feet                        | 2424.62 Sq. Feet |
| 4.     | Barakhamba Subway   | Behind Statesman House | Rs.6.00 lakhs              | 2358.00 Sq. Feet       | 561.13 Sq. Feet                        | 2919.13 Sq. Feet |
| 5.     | Super Bazaar Subway | On Super Bazaar        | Rs.6.00 lakhs              | 611.0 Sq. Feet         | 255.00 Sq. Feet                        | 866.0 Sq. Feet   |

- Bidders submitting bids for more than one sub way shall be required to submit bid security/EMD for each sub way @ Rs. Six lakhs (Rs.6,00,000/-/subway).

**4.2 Tenure of License**

- Tenure of License Agreement granting Exclusive Co-Branding and Advertisement Rights of these Subways shall be for a period of Five (5) years with a lock in period of 2 years to be reckoned after 30 days of issue of Letter of Acceptance/Award.
- In case the licensee exit before the lock in period of two years, it shall give an

advance notice of 180 dys. This notice of surrender will be given only after the lock in period of 1 ½ years, but option to exit will be available only after 2 years.

- (c) In case the licensee exits before the lock in period of 2 years the interest free security deposit shall be forfeited to NDMC as per the provisions of the Agreement.

#### 4.3 Eligibility Criteria:-

- a. The Bidder must be an entity which is registered as Sole Proprietorship Firm /Partnership Firm/Consortium or a Company having registered office in India or a combination of above in the form of Consortium
- b. Bidders shall have a minimum annual average Gross turnover of Rupees Two Crores (Rs.2 crore) (i.e aggregate of Rs. Six crores (Rs.6.00 crores) in last 3 (three) audited financial statements / years[i.e. 2013-2014, 2014-2015, 2015-2016] certified by a Chartered Accountant with stamp and signature. Here, gross turnover shall mean turnover from all sectors(s) of business(es). The bidder shall upload audited financial statements including profit-loss account of above mentioned last three financial years.

In case audited balance sheet of the last financial year is not made available by the bidder, they have to submit an affidavit along with certificate from chartered accountant certifying that "The balance sheet for 2015-2016 has actually not been audited so far". In such a case the financial data audited of financial year 2012-2013, 2013-14 & 2014-15 shall be submitted, which will be taken into consideration for evaluation. If audited balance sheets of last three preceding years other than the last financial year are not submitted, the bid shall be considered as non-responsive and shall not be evaluated.

In case of a Bid by a Consortium of firms, following shall be abided by their members:

- (i) For the purpose of evaluation of the consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium. (Say If "A" and "B" are two members of Consortium. "A" is having 70% equity holding in Consortium and "B" is having 30% equity holding in Consortium. In such a condition, 70% of "A" 's total turnover and 30% of "B" 's total turnover will be taken into consideration for evaluation of eligibility of the Consortium.
- (ii) The Lead Member of the Consortium shall maintain a minimum

percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement. Any change in percentage stake of Consortium members without prior written approval of NDMC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NDMC to encash Security Deposit/Performance Security and /or to terminate the License Agreement after 30 day notice.

- (iii) Minimum percentage stake of any member in Consortium during license period (including lock-in period) shall not be less than 15%.
  - (iv) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of Consortium.
  - (v) All members of such entity shall be jointly and severally liable for the due performance of License agreement.
- c. NDMC shall adopt "Two Bid" Process to select suitable highest Bidder to grant Licensing for Co-Branding at the selected subways.

#### **4.4 Interest Free Security Deposit / Performance Security**

Interest Free Security Deposit / Performance Security: The Licensee shall pay Interest Free Security Deposit / Performance Security to NDMC in advance equivalent to the amount of fixed Annual (6 months) License Fee for the Subway (s) handed over.

#### **4.5 Escalation**

The License Fee payable by the Licensee shall be increased by 5% (Five Percent) on the previous year license fee in subsequent years till the end of the Agreement period.

#### **4.6 Scope of Exclusive Co-Branding And Advertisement Rights of selected Subways & Conditions for Bidders**

4.6.1 The selected Bidder shall be permitted to undertake and have Co-Branding activities at the selected NDMC subways(s). The Licensee shall/can suffix or prefix the specified brand name with the Name of the Subway(s) i.e. the selected subway can be named as "[XYZ [Brand Name] or [Brand Name [XYZ]"; whereas XYZ is the name of the selected subway. Individual names

of any person or religious entity, political or of similar background shall not be permitted. Any such composite brand name may include the Co-Branding Partner's Name in conjunction with other words, subject to prior written approval of NDMC. The prefixing and suffixing is to be done with a separate font/color/sizes distinct from the NDMC signage at the Subway.

In addition to above, the following will be considered:

- a) The co-branding/advertisement should not be related to any activity which is considered unlawful/illegal as per the Indian law.
- b) The Co-branding/advertisement should also not promote liquor/alcohol based drinks or tobacco related products.

4.6.2 In addition to the above Co-Branding of name at the NDMC subway as prefix/suffix to the subway Name, the licensee shall be granted advertisement rights at the selected NDMC subway to design, procure / manufacture, install, manage, operate, maintain, market and sell advertising opportunities subject to the terms and conditions specified in the License Agreement and with prior approval of NDMC.

4.6.3 NDMC shall provide advertisement spaces at the quoted rate of annual license fee at the selected subway. The licensee can utilize any format of advertisement including and not limited to backlit panels, scrollers, floor banding, roof branding, digital display, audio advertisement etc as indicated above at the selected subway with prior written approval from NDMC. NDMC shall provide maximum space as per Annexure-1 at each of the selected subway and shall include the following:

- (a) all feasible spaces including staircases
- (b) product displays,
- (c) smart posters, visual display by electronic media,
- (d) projectors/holography or any other innovative advertisement media,
- (e) install digital advertisement panels in the form of LCD/LED panels, video walls or any similar format of advertisement
- (f) advertisement inventory may include smart posters, QR codes/graphics, canopy, audio advertisement etc.

4.6.4 The following activities shall also be permitted as a part of Co-branding and advertisement Rights:

- a) experimental marketing - canopy size(with prior permission and as per approved size/design) at one (01) location in each subway at a time,
- b) to advertise the e-commerce activities for generating business opportunities through on-line or off-line shopping,
- c) Branding of subway entrance in Brands color ,
- d) Refurbishment of subway exterior and interior(where ever permissible) in Brands colour scheme & theme besides the Brands name (suffixed/prefixed) with subway name,
- e) Brands advertisement on NDMC subway to give aesthetic and pleasing appearance to Brands,
- f) Painting of beam / affixing of 3M vinyl pasting (wherever permissible) at subway to feel and look of Brand,
- g) carry out painting of subway,(wherever permissible) both inside as well as outside, in the Brand's color,
- h) install logo and neon sign on top of the entrance gate of the selected subway,
- i) floor or roof branding.

4.6.5 The licensee may be permitted to carry out the advertisements by way of integrating the subway signage's for the purpose of optimization of spaces inside subway, provided it is technically feasible and has been approved by NDMC.

4.6.6 The licensee shall be entitled, at his own cost, to prepare a scheme and undertake the theme, design, layout, color scheme / graphics and other features of the subway that may be required to customize for branding and imparting "Look and Feel" to the subway for the promotion of its brand, subject to prior written approval of NDMC. The plan should be in tune with and not disturb the aesthetics/look of the subway. The branding display plan hence prepared must be in compliance to technical parameters of Delhi Outdoor advertisement policy/any other relevant state policy/ EPCA guidelines/Directives given by Hon'ble courts, or any other prevailing policy.

4.6.7 The licensee shall be permitted to use and display the logo of the brand at the selected subway. The licensee shall also be entitled to use logo or the brand name at the directional network signage at the selected subways.

4.6.8 During the currency of the license period, the licensee may be permitted to change the brand name at the subway, logo or modify the theme of the advertising inventory at its own cost after prior written approval from NDMC.

4.6.9 The Licensee shall have exclusive rights and obligations to perform as specified below:

- a) Preparation of an advertising plan which must clearly earmark exact locations and type of advertisement planned for each advertising site. NDMC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns, and security8 concerns, specifications of the paints and other materials used and other technical or operational considerations. If the part of master plan is not approved by NDMC, Licensee is required to submit revised plan for approval. All further modification/ revision to plan shall have to be got approved from NDMC by Licensee.
- b) Designing of all advertising units / structures to complement subway architecture for advertising sites.
- c) Operate, manage and maintain the entire advertisement plans.
- d) Create new innovative advertising opportunities at selected subways including Experiential Marketing, Product Displays, and advertisements by visual aids, smart posters for use in e-commerce for on-line or off-line shopping purposes, etc.
- e) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- f) Comply with all statutory requirements in connection with License Agreement.
- g) Ensure regular and timely payments of all amounts due to NDMC and discharge all obligations as per License Agreement.
- h) Payment of all statutory taxes, local levies, statutory dues, etc as and when due.
  - i) Licensee shall bear all the applicable taxes including service tax at prevailing rates. Any future revision in taxes shall also be borne by licensee.
- j) The Licensee will be responsible for installation, operation, maintenance and removal of its assets, including but not limited to Advertisement panels, billboards, creative's, products etc. While NDMC shall provide security at subways, NDMC shall not be responsible for any vandalism, theft or damage to any advertisement panels or billboard or creative's or products or any other such thing put up by Licensee on the subway. The Licensee shall ensure that Subway building including walls, floor, roof etc. are not damaged in any manner and all installation, operation, maintenance and removal of advertisement billboards, creative's etc. shall be done after taking prior written permission of NDMC.

4.6.10. The licensee shall submit the colouring scheme for the respective Subways within 15 days of date of LOA, to NDMC for approval so that further action on it can be taken. The colouring/white-washing/signages in this case shall be done by Licensee according to its approved specifications the cost of which shall be borne by the licensee. If the licensee fails to submit the colouring/signage scheme within 15 days of date of LOA, NDMC shall be free to carry out the work as per its own plan so that the Handing Over of the subway (s) is not delayed. In that case the licensee can change the colour and naming signages later at its own cost without in any way affecting or disturbing the pace of work at the Subways so that the date of Handing Over of Sub-Way (s) is not delayed, after taking prior approval from NDMC. The licensee fee shall be charged from the date of Handing Over of the Subways in any case.

**4.7 General Terms for grant of Co-Branding and advertisement rights at Selected NDMC Subways:**

4.7.1 Subway(s) shall be handed over for exclusive Co-Branding and advertisement rights within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance. The License Period shall commence after 30 days of issue of Letter of Acceptance/Award of work. The License Agreement shall be executed by the Licensee within 10 days of handing over of subways.

4.7.2 Schedule of Payment of LICENSE FEE: The licensee shall pay to the NDMC the License Fee per month for the group of Sub Ways handed over to the License, payable in quarterly installments in advance over the Agreement period. The Licensee shall pay to the NDMC license fee in quarterly installments in advance payable by 10<sup>th</sup> day of first month of each quarter beginning on April, July, October and January during the Agreement period. The first quarterly installment of License Fee for the due months & days shall be paid by the Licensee alongwith balance amount of Interest Free Security Deposit/ Performance Security as per RFP within 30 days of issue of Letter of Acceptance/Award.

Service tax at applicable rates (presently @ 15%) shall also be paid by the licensee to NDMC along with the above license fee. If at a later date due to revision of Govt. policy/legislation GST (Goods and Services Tax)/or any other tax becomes applicable, the same shall also apply to the contracts under this tender and the licensee shall accordingly pay GST/or any other tax along with License fees.

4.7.3. The License fee to be paid as per above payment schedule is exclusive of

all applicable taxes which shall be payable by licensee along with the License fee.

4.7.4. The utility charges including consumption of electricity charges based on commercial rates, etc. shall also be payable by licensee to NDMC on commercial rates in addition to above in accordance with terms & conditions of the agreement.

5. Financial implications of the proposed project/subject: At present no financial implication is involved.

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

6 months.

7. Comments of the Finance Department on the subject:

The case has been seen by the Finance Deptt. vide Diary No. 2340/Finance/R-Secy. Dated 02.01.17 and their observations have been duly clarified and complied with.

8. Comments of the Department on comments of Finance Department: No comments are required.

9. Legal implication of the subject/project: Not Applicable

10. Details of previous Council Resolutions, existing law of Parliament and Assembly on the subject: Not Applicable

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

The case has been seen by the Law Deptt. vide Diary No. FR-2658/LD/17 dated 12/1/17 and observed as under:

"The draft License agreement for grant of exclusive Co-Branding and advertisement Rights of selected Subways of NDMC placed in the file seems to be in order. Department is to ensure that the words and figures mentioned there in are correct and as per approval of the Competent Authority i.e. Chairman, NDMC. Further Department is also to ensure that the License Agreement placed on the file fulfils their purpose and further to ensure that the License agreement is technically as well as financially has been examined by the concerned Department and Finance Department. CVC guidelines are adhere to. "

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

As observed by the Law Deptt., it is ensured that the words and figures mentioned in the draft License Agreement are correct and are as per approval of the Competent Authority. Further, it is also ensured that the License Agreement placed on the file fulfils Deptt.'s purpose and further is technically as well as financially been examined by the concerned Department. Finance Deptt. has already examined the case. CVC guidelines on the subject will be adhered to by the concerned Division executing the work.

**13. Recommendations:**

The case is, laid before the Council for consideration. The tender in this regard has been floated inviting bids on 11<sup>th</sup> January, 2017 to save time, in anticipation of Council approval.

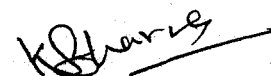
**14. Draft Resolution:**

Resolved by the Council that the proposal is approved for grant of exclusive Co-Branding and Advertisement Rights at selected Subways to entities through Open Tenders.

**COUNCIL'S DECISION**

The Council resolved to approve the proposal for grant of exclusive Co-Branding and Advertisement Rights at selected Subways to entities selected through Open Tenders.

It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.

  
**Secretary**  
**New Delhi Municipal Council**  
**Palka Nendra, New Delhi**

Copy of Reso. No. 23(X-04)  
of  
Council's Ordinary Meeting  
Dated 16/01/2017

**ITEM NO. 23 (X-04)****1. NAME OF THE PROJECT:**

Collaboration towards providing technical and skill development training with ICICI Academy for Skill.

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

Department of Skill Development

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

New Delhi Municipal Council has received a proposal from ICICI Foundation for Inclusive Growth (ICICI Foundation) for collaboration towards providing technical and skill development training with ICICI Academy for Skill. A copy of proposal is at Annexure -I (See pages 297 - 298)

ICICI Foundation is a public charitable trust with the objective of catalysing and accelerating social and economic inclusion through empowerment of the poor for participating in and to benefit from the Indian growth process through integrated action in the area of sustainable livelihoods. ICICI Foundation has set up ICICI Academy for Skills (ICICI Academy) that undertakes skill development through vocational training courses for underprivileged youth.

The Academy offers pro-bono courses (12 weeks) for class VIII pass out to graduates in the age group of 18-30 years. The training courses include Technical as well as Office courses for youth depending on the level of education and the courses are offered on non-residential as well as residential basis.

In the endeavour to ensure that the students are employable after the training, ICICI Academy has tied up with industry leaders as Knowledge Partners to co-create an ecosystem which provides the best-in-class skill development programs. The Knowledge Partners help the Academy in designing the course curriculum and content, setting up state-of-the-art labs for practical training, training of trainers and regular monitoring of the training delivery.

The various courses currently offered at ICICI Academy and respective Knowledge partners are listed herein:

| Course                                 | Partner                             |
|--|-------------------------------------|
| Electrical & Home Appliance Repair     | Schneider Electric India Foundation |
| Refrigeration & AC Repair              | Blue Star Limited                   |
| Central Air Conditioning               | Voltas Limited                      |
| Pumps & Motor Repair                   | Crompton Greaves Limited            |
| Tractor Mechanic                       | Mahindra & Mahindra Limited         |
| Two & Three Wheeler Service Technician | TVS Training & Services Limited     |
| Lab Assistant at Diagnostic Centres    | Thyrocare Technologies Limited      |
| Paint Application Techniques           | AkzoNobel India Limited             |
| Retail Café Operations                 | Café Coffee Day (CCD)*              |
| Office Administration                  | Tally Solutions Private Limited     |
| Web Designing                          | NIIT Limited                        |
| Selling Skills                         | In-house                            |
| Retail Sales                           | In-house                            |

In order to further reach and leverage the strengths of the Government machinery, some centres of ICICI Academy for Skills operate under the Public Private Partnership (PPP) model. Under the PPP model, State Governments that aim to provide vocational training to underprivileged youth and ICICI Academy come together for setting

up a skill development centre in the respective state and enter into a Memorandum of Understanding (MoU). Under the MoU, the roles and responsibilities of the State Government and ICICI Academy are clearly laid out.

ICICI Foundation has partnered with Government of Chhattisgarh, Government of Madhya Pradesh and Government of Punjab for a centre of ICICI Academy in the respective States. The State Governments have provided space for the training centre and residential facility, free of rent, whereas ICICI Foundation is responsible for managing the training centre and meeting the operating costs. The premises have been repaired and furnished before the handover by the Government. Further, the Government departments source deserving candidates for training at these centres.

#### 4. DETAILED PROPOSAL OF THE PROJECT:

- i) The Department proposes that New Delhi Municipal Council may collaborate with ICICI Foundation for running of NDMC – ICICI Academy through New Delhi Municipal Council Smart City Limited.
- ii) The Academy shall provide free-of-charge non-residential skill development training in the following courses (may be increased):-
  - a) Selling skills/Retail Sales; and
  - b) Office Administration
- iii) NDMC will be responsible for the following:-
  - (a) Providing free of charge space: Making available physical space in good repair and condition for setting up the training centre, to the extent of about 4,000 sq. feet carpet area, free of charge, at a mutually agreed location, for the duration of the proposed Partnership. NDMC will also furnish the centre and provide moveable assets to the extent feasible. While finalising the space, a provision for future scale up will be maintained.
  - (b) Sourcing: Mobilising prospective youth from underprivileged backgrounds in the 18 - 30 years age-group and enrolling them for training at the proposed Academy.
  - (c) Placement assistance: Facilitate ICICI Foundation's efforts for placement of students upon successful completion of training.
- iv) ICICI Foundation will be responsible for the following:-
  - (a) Operations: Setting up and running the Academy.
  - (b) Placement assistance: Providing placement opportunities to students upon completion of training, on a best-effort basis with assistance from NDMC.
  - (c) Expenses: Undertaking the operating expenditure for the Academy for the tenure of the MoU, including expenditure on:
    - Provision of trainers and training materials
    - Medical and personal accident insurance and uniforms for the students
    - Provision of one meal to students everyday
    - Housekeeping and Security of the Academy
    - Travel by and conveyance for the Academy personnel
    - Electricity, water and telecommunications, including Internet

- v) NDMC and ICICI Foundation will be jointly responsible for certification.
- vi) A copy of draft MoU proposed by ICICI Academy for Skills is at **Annexure -II (See pages 299 – 305 )**. A copy of the similar MoU signed between Punjab Skill Development Mission & Inder Kumar Gujral Punjab Technical University and ICICI Academy for Skills is at **Annexure-III (See pages 306 – 313)**.

#### **5. FINANCIAL IMPLICATIONS OF THE PROJECT:**

The liability of NDMC will be limited to provide physical space free of charge.

#### **6. IMPLEMENTATION SCHEDULE WITH TIME LIMIT**

Three months.

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

The Finance Department has communicated as under:-

- (I) Adequate justification needs to be provided for signing of MOU and nomination of ICICI Foundation, keeping in view the provisions of GFR.
- (II) Commitment of 4000 sq. ft. carpet area free of charge has been proposed. In this regard, number of class rooms to be earmarked needs to be brought out.
- (III) Tenure of MOU is for the period of 5 years and this need to be re-visited with respect to number of courses being offered by ICICI Foundation.
- (IV) Facilities which are to be provided by NDMC for starting the courses in NDMC area need to be brought out in the MOU.
- (V) Whether preferences are to be given to the students studying /passed out from NDMC School for the proposed courses is to be seen, as space is being provided in NDMC area free of charge for a period of 5 years.
- (VI) In the MOU under scope and intent it should be mentioned that new courses can be added in the due course based on demand need.
- (VII) In the MOU under Intellectual Property Rights para 5(a) it should be mentioned that grant of right to use reference of name and association of NDMCSCL shall be limited during the tenure of MOU.
- (VIII) It should also be brought out whether assistance under PNKYY shall be applicable to the proposed Skill Centre.
- (IX) It should also be brought out whether certification to be given by the Academy for the courses offered is in line with certification being provided by Ministry of Skill Development or its Organization.
- (X) MOU should also bring out clauses regarding management / supervision of the proposed skill centre by NDMC during the tenure of MOU.

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

- (i) A proposal has been received from the ICICI Foundation for inclusive Growth (ICICI Foundation), a public charitable trust with the objective of catalyzing and accelerating social and economic inclusion through empowerment of the poor for participating in and to benefit from the Indian growth process through integrated action in the area of sustainable livelihoods. They have also partnered with Government of Chhattisgarh, Government of Madhya Pradesh and Government of Punjab for a centre of ICICI Academy in the respective States. The State Government have provided space for the training centre and residential facility, free of rent, whereas ICICI Foundation is responsible for managing the training centre and meeting the operating costs.

- (ii) At present NDMC is considering to offer 4 class rooms only at N.P. Boys Sr. Sec. School, Mandir Marg Section earmarked for Skill Development Courses. These rooms are lying vacant and proposed to be gainfully utilized.
- (iii) The proposed MOU is already having a clause that " The course may be reviewed from time to time as may be mutually agreed upon between the parties, keeping in view of the market demand".
- (iv) Role and responsibility of NDMC clearly mentioned in the proposed MOU.
- (v) The Academy shall provide free of charge Skill development training to school dropouts and others. There is no question of preference or any other reference needed for NDMC school students.
- (vi) As at (iii) above.
- (vii) Para-5 of proposed MOU included all the possible terms and conditions of Intellectual property right clause.
- (viii) Since the courses are free of cost for students and ICICI foundation shall provide all the operating expenditure for the Academy for the term of the MOU. Kindly refer Annex.-II of proposed MOU.
- (ix) The certification will be done by the ICICI Academy and for this ICICI Academy has tied up with the Industry leaders as knowledge partner. The knowledge partners help the Academy in designing the course curriculum and content, setting up state-of-the-art labs for practical training, training of trainers and regular monitoring of the training delivery. However, certificate to be given by the Academy for the course offered is not in line with certification being provided by Ministry of Skill Development or its Organization.
- (x) MOU will be signed after vetting by the Law Department and Finance department and while doing so the observations of Finance department will be taken care off.

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

- (i) The department has justified the proposal for signing of MOU with ICICI Foundation stating that 4 classrooms at N.P.Boys Sr.Sec.School Mandir Marg shall be given for a period of 5 years.
- (ii) The department may ensure that responsibilities of NDMC and ICICI Foundations detailed on Annexure-II of draft MOU are suitable to NDMC to run the programme at its best.
- (iii) The department is advised to process the case bringing on record that whether assistance under PMKVY shall be applicable to the proposed Skill Centre?

#### **Views of the Department:**

It is categorically stated that the courses proposed to run by the Academy do not covered for assistance under PMKVY.

- (iv) The department may incorporate the clauses in MOU as suggested by Finance Department regarding management / supervision of the proposed Skill Centre by NDMC during the tenure of MOU.

#### **Views of the Department:**

Noted for compliance.

- (v) While processing the case department may bring on record regarding suitable preference to be given to NDMC schools students / pass out / dropouts.

#### **Views of the Department:**

Noted for compliance.

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

NIL

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

The Council had in its meeting held on 05.09.2016 decided that skill development courses will be started through NDMCSCL. Minutes of the meeting are at Annexure IV (See pages 314 – 327)

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

The Law Department has informed that the proposal to be placed before the council regarding Skill Training and for providing free of charges space to ICICI Foundation appear to administrative in nature, therefore; no comments are required to be offered from this department, however the department concerned appropriate decision in this regard.

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

No comments.

**14. CERTIFY THAT ALL CENTRAL VIGILANCE COMMISSION (CVC) GUIDELINES HAVE BEEN FOLLOWED WHILE PROCESSING THE CASE.**

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

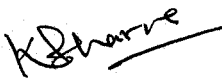
**15. RECOMMENDATIONS:**

- (i) To sign Memorandum of Understanding (MOU) between New Delhi Municipal Council Smart City Limited (NDMCSCCL) and ICICI Foundation for inclusive Growth (ICICI Foundation) for opening NDMC- ICICI Academy for Skills at New Delhi.
- (ii) To provide free of charge 4 class rooms at present at N.P. Boys Sr. Sec. School, Mandir Marg Section earmarked for Skill Development Courses.

**COUNCIL DECISION**

Resolved by the Council to accord approval to sign Memorandum of Understanding (MOU) between New Delhi Municipal Council Smart City Limited (NDMCSCCL) and ICICI Foundation for inclusive Growth (ICICI Foundation) for opening 'NDMC- ICICI Academy for Skills' at New Delhi.

The Council resolved to provide four class rooms at N.P. Boys Sr. Sec. School, Mandir Marg, New Delhi earmarked for Skill Development Courses, free of charge at present, to NDMCSCL.

  
 For Secretary  
 New Delhi Municipal Council  
 Palika Mandra, New Delhi

16.01.2017

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

NIL

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

The Council had in its meeting held on 05.09.2016 decided that skill development courses will be started through NDMCSCL. Minutes of the meeting are at Annexure IV (See pages 314 – 327)

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

The Law Department has informed that the proposal to be placed before the council regarding Skill Training and for providing free of charges space to ICICI Foundation appear to administrative in nature, therefore; no comments are required to be offered from this department, however the department concerned appropriate decision in this regard.

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

No comments.

**14. CERTIFY THAT ALL CENTRAL VIGILANCE COMMISSION (CVC) GUIDELINES HAVE BEEN FOLLOWED WHILE PROCESSING THE CASE.**

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The Council resolved to provide four class rooms at N.P. Boys Sr. Sec. School, Mandir Marg, New Delhi earmarked for Skill Development Courses, free of charge at present, to NDMCSCL.

  
(CHANCHAL YADAV)  
SECRETARY

  
(NARESH KUMAR)  
CHAIRPERSON

  
(ARVIND KEJRIWAL)  
PRESIDING OFFICER

## Note on ICICI Foundation for Inclusive Growth

### Background

ICICI Foundation for Inclusive Growth (ICICI Foundation), a public charitable trust with the objective of catalysing and accelerating social and economic inclusion through empowerment of the poor for participating in and to benefit from the Indian growth process through integrated action in the area of sustainable livelihoods. ICICI Foundation has set up ICICI Academy for Skills (ICICI Academy) that undertakes skill development through vocational training courses for underprivileged youth.

### Training Model

The Academy offers pro-bono courses (12 weeks) for class VIII pass out to graduates in the age group of 18-30 years. The training courses include Technical as well as Office courses for youth depending on the level of education and the courses are offered on non-residential as well as residential basis.

### Knowledge Partners

In the endeavour to ensure that the students are employable after the training, ICICI Academy has tied up with industry leaders as Knowledge Partners to co-create an ecosystem which provides the best-in-class skill development programs. The Knowledge Partners help the Academy in designing the course curriculum and content, setting up state-of-the-art labs for practical training, training of trainers and regular monitoring of the training delivery.

The various courses currently offered at ICICI Academy and respective Knowledge partners are listed herein:

| Course                                 | Partner                             |
|--|-------------------------------------|
| Electrical & Home Appliance Repair     | Schneider Electric India Foundation |
| Refrigeration & AC Repair              | Blue Star Limited                   |
| Central Air Conditioning               | Voltas Limited                      |
| Pumps & Motor Repair                   | Crompton Greaves Limited            |
| Tractor Mechanic                       | Mahindra & Mahindra Limited         |
| Two & Three Wheeler Service Technician | TVS Training & Services Limited     |
| Lab Assistant at Diagnostic Centres    | Thyrocare Technologies Limited      |
| Paint Application Techniques           | AkzoNobel India Limited             |
| Retail Café Operations                 | Café Coffee Day (CCD)*              |
| Office Administration                  | Tally Solutions Private Limited     |
| Web Designing                          | NIIT Limited                        |
| Selling Skills                         | In-house                            |
| Retail Sales                           | In-house                            |

### Public Private Partnership Model

In order to further our reach and leverage the strengths of the Government machinery, some centres of ICICI Academy for Skills operate under the Public Private Partnership (PPP) model. Under the PPP model, State Governments that aim to provide vocational training to underprivileged youth and ICICI Academy come together for setting up a skill development centre in the respective state and enter into a Memorandum of Understanding (MoU). Under the MoU, the roles and responsibilities of the State Government and ICICI Academy are clearly laid out.

We have partnered with Government of Chhattisgarh, Government of Madhya Pradesh and Government of Punjab for a centre of ICICI Academy in the respective States. The State Governments have provided space for the training centre and residential facility, free of rent, whereas ICICI Foundation is responsible for managing the training centre and meeting the operating costs. The premises have been repaired and furnished before the handover by the Government. Further, the Government departments source deserving candidates for training at these centres.

COLLABORATION TOWARDS PROVIDING TECHNICAL & SKILL DEVELOPMENT TRAINING BY  
ICICI ACADEMY FOR SKILLS

Memorandum of Understanding  
Between

\_\_\_\_\_

And

ICICI FOUNDATION FOR INCLUSIVE GROWTH

This memorandum of understanding (hereinafter referred to as "MoU", which includes all its Annexures) is prepared and executed at \_\_\_\_\_, on \_\_\_\_\_.

By and among;

New Delhi Municipal Corporation, being \_\_\_\_\_, represented by the \_\_\_\_\_, having its office at \_\_\_\_\_ (hereinafter referred to as the "NDMC", which shall mean and include its successors and permitted assigns)

AND

ICICI Foundation for Inclusive Growth, a public charitable trust registered at Chennai vide a Trust Deed dated January 04, 2008 (herein after referred to as "ICICI Foundation", which shall mean to include its successors and assigns)

(NDMC and ICICI Foundation are hereinafter collectively referred to as "Parties" and individually as "Party")

NDMC recognises the value of skill development initiatives for the community and are willing to support and collaborate with individuals, Institutions, Trusts, Corporate bodies and any other such entities that administer and run skill development initiatives for underprivileged youth in the State of Delhi;

ICICI Foundation is setup as a public charitable trust, with ICICI Bank Limited as the settler, with the object of *inter alia*, catalysing and accelerating social and economic inclusion through empowerment of poor for participating in and to the benefit from the Indian growth process through integrated action in the fields of primary health, elementary education, financial inclusion and sustainable livelihoods. Further to its initiatives towards education and livelihoods, ICICI Foundation has set up the ICICI

Academy for Skills that provides skill training and vocational training to young unemployed school and college dropouts;

ICICI Foundation recognises the sincere concerns and efforts of the NDMC through its departments and agencies to provide support towards skill development initiatives targeted at the under-privileged and unemployed youth sections of the society and wishes to collaborate with its relevant departments for instituting and administering skill development initiatives.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

### *1. SCOPE AND INTENT*

The parties hereto have mutually agreed upon collaborating towards provision of skill development training to youth to improve their livelihood prospects through self-employment and wage employment, by setting up a training centre. The training centre shall be called 'ICICI Academy for Skills - An initiative of ICICI Foundation for Inclusive Growth in Partnership with New Delhi Municipal Corporation', hereinafter referred to as "Academy" during the validity of this MoU, including any extensions to or renewals of the same.

Skill development training programmes offered at the Academy shall be specially designed and developed for youth. The Academy shall provide free-of-charge non-residential skill development training in courses listed in Annexure I. The courses may be reviewed from time to time as may be mutually agreed upon between the Parties, keeping in view the market demand.

### *2. PROGRAMME RESPONSIBILITIES AND OBLIGATIONS*

The specific responsibilities and obligations of each Party, including the deliverables and timelines in relation to this MoU are as detailed in Annexure II herewith.

### *3. REPRESENTATION AND WARRANTIES*

- a. Parties to this MoU represent that the purpose of the MoU is in line with their respective objectives;
- b. Parties further state and submit that they have taken all the necessary internal and external permissions and obtained all requisite licenses, permits as may be required to implement this MoU;
- c. ICICI Foundation may at its own discretion, either directly or through independent third parties, monitor and audit the functioning of the Academy;
- d. The Parties shall abide by the agreed terms and shall exercise diligence, high ethical and professional standards in rendering the services under this MoU;
- e. The Parties are solely responsible for implementation of the obligations under this MoU in compliance with all employment, statutory, taxation and regulatory obligations applicable to it and its personnel;

- f. The Parties agree and undertake that it shall not carry out or indulge in any activities that would be prejudicial to the interest, reputation of the other Parties and any of the activities they conduct;
- g. Each Party represents to the other Parties that this is a non-financial collaboration and they have not and agree that they shall not, in connection with this MoU, make any unlawful payment or transfer, directly or indirectly, to any personnel of the other Parties or any other person.
- h. Each Party represents and undertakes that it and its employees, agents, officers or representatives, shall not receive, purport to receive or seek, directly or indirectly, any payments or transfers in kind of any value from eligible candidates and other persons they counsel or mobilize for the purposes of this MOU and for acceptance into the Academy.

#### 4. FORCE MAJEURE

None of the Parties shall be liable for any failure or delay in performance under this MoU resulting directly or indirectly from causes beyond their reasonable control due to act of God, war declared, civil or political disturbance, lock-outs, Industry wide labour strike, drought, floods, fire, theft, accidents and other exceptional circumstances. In such a situation, a Party's liability ceases under this MoU and the Parties shall discuss the course of action to be taken afterwards. In the event of a force majeure event as aforesaid, the Party affected by such event, shall forthwith provide notice and details of such event to the other Parties.

#### 5. INTELLECTUAL PROPERTY RIGHTS

- a. ICICI Foundation is hereby granted the right to use the reference of the name and association of NDMC for the purpose of promoting the initiative and activities under this MoU through public advertisements through various means including print, electronic, radio / audio-visual, banners / pamphlets / posters, wall painting, fascia / sign boards, etc. during the tenure of the MoU.
- b. ICICI Foundation will undertake to brand the premises provided for running the Academy and residential facilities under this MoU as "ICICI Academy for Skills - An initiative of ICICI Foundation for Inclusive Growth in Partnership with New Delhi Municipal Corporation".
- c. All Parties acknowledge and agree that they shall not use in any manner the brand, name, logo or other intellectual property of the other Parties nor permit any third party to use other Parties' intellectual property without the prior written permission and subject to any conditions stipulated for use of such intellectual property.

#### 6. CONFIDENTIALITY

- a. All Parties hereby unconditionally agree and undertake that they shall not disclose the terms and conditions of this MoU to any third party without prior written

consent of the other Parties. All details, documents, data, procedures, financials, papers and statements communicated by the disclosing Party under this MOU will be treated as confidential by the receiving Parties and shall not be disclosed in whole or in part to any person without the prior written permission of the disclosing Party other than as may be necessary for the due performance of their obligations hereunder.

- b. Nothing contained herein shall be construed as granting or implying any transfer of rights (including license and intellectual property rights) to either Party in the confidential information or other intellectual property protecting or relating to the said arrangement.

## 7. TERMINATION CLAUSE

This MoU shall become effective from the date of its signing up to a period of five years. The MoU shall continue to remain in full force and effect unless otherwise terminated by any Party as is provided herein. The termination and exit strategy applicable to this MoU is detailed in Annexure II herewith.

Provided that in the event of any Party committing a breach of any of the provisions hereof, the other Parties may forthwith, through notice in writing, terminate this MoU, without any liability whatsoever arising from such termination.

## 8. GOVERNING LAW AND JURISDICTION

The provisions of this MoU shall be governed by and construed in accordance with Indian law. The Parties undertake to resolve any unforeseen events and all disputes arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, through amicable discussions between the Parties.

## 9. MISCELLANEOUS

Each Party will be solely liable for performance of the obligations and activities assigned to it under this MoU, including any third party claims arising from each Party's actions or omissions during the term of this MoU.

It is the intent of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of conducting the services, if required.

In the event of either Party committing a breach of any of the above terms and conditions contained herein then the other Party may forthwith by notice in writing to the other Parties terminate this MOU without any liability of any sorts whatsoever in respect of such termination.

The Parties acknowledge and agree that they are acting for the limited and exclusive purpose of this MoU solely on a principal-to-principal basis and this does not amount to the Parties being deemed as a servant or employee or partner or joint venture or affiliate of the other. The Parties shall have no authority to bind the other in any respect whatsoever and shall not hold itself out as owned by or associated with the other Party. None of the

Each Party understands and acknowledges that they shall not assign or otherwise transfer its rights or obligations under the MoU, in whole or in part, without the prior written consent of the other Parties.

Any aspect of the collaboration that has not been detailed in this MoU may be agreed in writing by the Parties based on mutual discussion.

This MoU constitutes the final and entire understanding between the Parties with respect to this collaboration and any amendments or waiver to this MoU shall be in writing and signed by all Parties.

IN WITNESS WHEREOF THE PARTIES HERE THROUGH THEIR DULY AUTHORISED REPRESENTATIVES HAVE EXECUTED THIS MOU ON [REDACTED]

|   |   |
|---|---|
| <p>For ICICI Foundation for Inclusive Growth</p> <hr/> <p>(Signature)</p> <p>Chinmay Sengupta<br/>Chief Operating Officer</p> | <p>For New Delhi Municipal Corporation</p> <hr/> <p>(Signature)</p> <p>Name<br/>Designation</p> |
|---|---|

## Annexure I

The courses to be offered at the Academy and capacity

| No. | Course                        | Capacity per shift | No. of shifts | Quarterly capacity | Annual capacity |
|-----|-------------------------------|--------------------|---------------|--------------------|-----------------|
| 1   | Selling Skills / Retail Sales | 50                 | 2             | 100                | 400             |
| 2   | Office Administration         | 50                 | 2             | 100                | 400             |
|     | <b>Total</b>                  | <b>100</b>         |               | <b>200</b>         | <b>800</b>      |

Note: The course duration is 3 months for both the courses.

## Annexure II

### Responsibilities of the Parties, Timelines and Exit Strategy

#### Responsibilities of NDMC:

- Providing free of charge space: Making available physical space in good repair and condition for setting up the training centre, to the extent of about 4,000 sq. feet carpet area, free of charge, at a mutually agreed location within the State, for the duration of the proposed Partnership. NDMC will also furnish the centre and provide moveable assets to the extent feasible. While finalising the space, a provision for future scale up will be maintained.
- Sourcing: Mobilising prospective youth from underprivileged backgrounds in the 18 - 30 years age-group and enrolling them for training at the proposed Academy.
- Placement assistance: Facilitate ICICI Foundation's efforts for placement of students upon successful completion of training.

#### Responsibilities of ICICI Foundation:

- Operations: Setting up and running the Academy
- Placement assistance: Providing placement opportunities to students upon completion of training, on a best-effort basis with assistance from NDMC
- Expenses: Undertaking the operating expenditure for the Academy for the tenure of the MoU, including expenditure on:
  - Provision of trainers and training materials
  - Medical and personal accident insurance and uniforms for the students
  - Provision of one meal to students everyday
  - Housekeeping and Security of the Academy
  - Travel by and conveyance for the Academy personnel
  - Electricity, water and telecommunications, including Internet

#### Joint responsibilities:

- Certification: Upon completion of the training, the students shall be jointly certified by NDMC, the respective Knowledge Partner & ICICI Foundation.

#### Exit Strategy:

The said arrangement shall be valid through the validity of this MoU. Close to the scheduled expiry of the MoU, the Parties may evaluate and extend the term of the MoU with such changes as may be mutually agreed. In case of expiry or prior termination of this MoU, each party will terminate their activities under this MoU with minimal disruption to any ongoing courses at the Academy.

Any Party desirous of terminating this MOU shall forthwith provide written notice of 180 days to the other Parties. However, the Parties shall ensure that termination of this MoU is not effected in the middle of ongoing training courses at the Academy.



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

COLLABORATION TOWARDS PROVIDING TECHNICAL & SKILL DEVELOPMENT TRAINING BY  
ICICI ACADEMY FOR SKILLS

V 944593

Memorandum of Understanding

Between

Punjab Skill Development Mission & Inder Kumar Gujral Punjab Technical University  
(Government of Punjab)

And

ICICI FOUNDATION FOR INCLUSIVE GROWTH

This memorandum of understanding (hereinafter referred to as "MoU", which includes all its Annexures) is prepared and executed at Punjab Institute of Technology, Mohali (Khumrajra) on 17.02.2016.

By and among;

Punjab Skill Development Mission, being the nodal agency of Government of Punjab for Skill Development Mission, represented by the Joint Director, having its office at Govt. ITI, Phase V, SAS Nagar, Mohali (hereinafter referred to as the "PSDM", which shall mean and include its successors and permitted assigns)

AND

IKG Punjab Technical University, being the nodal agency of Government of Punjab, represented by the Dean - Planning & Development, having its office at Jalandhar-Kapurthala Highway, Kapurthala, Near Pushpa Gujral Science City, Jalandhar, (hereinafter referred to as the "IKG PTU", which shall mean and include its successors and permitted assigns)



AND

NPB

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ICICI Foundation for Inclusive Growth, a public charitable trust registered at Chennai vide a Trust Deed dated January 04, 2008 (herein after referred to as "ICICI Foundation", which shall mean to include its successors and assigns)

(PSDM, IKG PTU and ICICI Foundation are hereinafter collectively referred to as "Parties" and individually as "Party")

PSDM and IKG PTU recognize the value of skill development initiatives for the community and are willing to support and collaborate with individuals, Institutions, Trusts, Corporate bodies and any other such entities that administer and run skill development initiatives for underprivileged youth in the state of Punjab;

ICICI Foundation is setup as a public charitable trust, with ICICI Bank Limited as the settler, with the object of *inter alia*, catalyzing and accelerating social and economic inclusion through empowerment of poor for participating in and to the benefit from the Indian growth process through integrated action in the fields of primary health, elementary education, financial inclusion and sustainable livelihoods. Further to its initiatives towards education and livelihoods, ICICI Foundation has set up the ICICI Academy for Skills that provides skill training and vocational training to young unemployed school and college dropouts;

ICICI Foundation recognises the sincere concerns and efforts of the Government of Punjab through its departments and agencies to provide support towards skill development initiatives targeted at the under-privileged and unemployed youth sections of the society and wishes to collaborate with its relevant departments for instituting and administering skill development initiatives.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

#### 1. SCOPE AND INTENT

The parties hereto have mutually agreed upon collaborating towards provision of skill development training to youth to improve their livelihood prospects through self-employment and wage employment, by setting up a training centre. The training centre shall be called 'ICICI Academy for Skills - An initiative of ICICI Foundation for Inclusive Growth in Partnership with Government of Punjab', hereinafter referred to as "Academy") during the validity of this MoU, including any extensions to or renewals of the same.

Skill development training programmes offered at the Academy shall be specially designed and developed for youth. The Academy shall provide free-of-charge residential and/or non-residential skill development training in courses listed in Annexure I. The courses may be reviewed from time to time as may be mutually agreed upon between the Parties, keeping in view the market demand.

#### 2. PROGRAMME RESPONSIBILITIES AND OBLIGATIONS

The specific responsibilities and obligations of each Party, including the deliverables and timelines in relation to this MoU are as detailed in Annexure II herewith.



NPL

### 3. REPRESENTATION AND WARRANTIES

- a. Parties to this MoU represent that the purpose of the MoU is in line with their respective objectives;
- b. Parties further state and submit that they have taken all the necessary internal and external permissions and obtained all requisite licenses, permits as may be required to implement this MoU;
- c. ICICI Foundation may at its own discretion, either directly or through independent third parties, monitor and audit the functioning of the Academy;
- d. The Parties shall abide by the agreed terms and shall exercise diligence, high ethical and professional standards in rendering the services under this MoU;
- e. The Parties are solely responsible for implementation of the obligations under this MoU in compliance with all employment, statutory, taxation and regulatory obligations applicable to it and its personnel;
- f. The Parties agree and undertake that it shall not carry out or indulge in any activities that would be prejudicial to the interest, reputation of the other Parties and any of the activities they conduct;
- g. Each Party represents to the other Parties that this is a non-financial collaboration and they have not and agree that they shall not, in connection with this MoU, make any unlawful payment or transfer, directly or indirectly, to any personnel of the other Parties or any other person.
- h. Each Party represents and undertakes that it and its employees, agents, officers or representatives, shall not receive, purport to receive or seek, directly or indirectly, any payments or transfers in kind of any value from eligible candidates and other persons they counsel or mobilize for the purposes of this MOU and for acceptance into the Academy.

### 4. FORCE MAJEURE

None of the Parties shall be liable for any failure or delay in performance under this MoU resulting directly or indirectly from causes beyond their reasonable control due to act of God, war declared, civil or political disturbance, lock-outs, Industry wide labour strike, drought, floods, fire, theft, accidents and other exceptional circumstances. In such a situation, a Party's liability ceases under this MoU and the Parties shall discuss the course of action to be taken afterwards. In the event of a force majeure event as aforesaid, the Party affected by such event, shall forthwith provide notice and details of such event to the other Parties.

### 5. INTELLECTUAL PROPERTY RIGHTS

- a. ICICI Foundation is hereby granted the right to use the reference of the name and association of PSDM and IKG PTU for the purpose of promoting the initiative and



*[Handwritten signature]*

*NP*

activities under this MoU through public advertisements through various means including print, electronic, radio / audio-visual, banners / pamphlets / posters, wall painting, fascia / sign boards, etc. during the tenure of the MoU.

- b. ICICI Foundation will undertake to brand the premises provided for running the Academy and residential facilities under this MoU as "ICICI Academy for Skills - An initiative of ICICI Foundation for Inclusive Growth in Partnership with Government of Punjab".
- c. All Parties acknowledge and agree that they shall not use in any manner the brand, name, logo or other intellectual property of the other Parties nor permit any third party to use other Parties' intellectual property without the prior written permission and subject to any conditions stipulated for use of such intellectual property.

#### 6. CONFIDENTIALITY

- a. All Parties hereby unconditionally agree and undertake that they shall not disclose the terms and conditions of this MoU to any third party without prior written consent of the other Parties. All details, documents, data, procedures, financials, papers and statements communicated by the disclosing Party under this MOU will be treated as confidential by the receiving Parties and shall not be disclosed in whole or in part to any person without the prior written permission of the disclosing Party other than as may be necessary for the due performance of their obligations hereunder.
- b. Nothing contained herein shall be construed as granting or implying any transfer of rights (including license and intellectual property rights) to either Party in the confidential information or other intellectual property protecting or relating to the said arrangement.

#### 7. TERMINATION CLAUSE

This MoU shall become effective from the date of its signing up to a period of five years. The MoU shall continue to remain in full force and effect unless otherwise terminated by any Party as is provided herein. The termination and exit strategy applicable to this MoU is detailed in Annexure II herewith.

Provided that in the event of any Party committing a breach of any of the provisions hereof, the other Parties may forthwith, through notice in writing, terminate this MoU, without any liability whatsoever arising from such termination.

#### 8. GOVERNING LAW AND JURISDICTION

The provisions of this MoU shall be governed by and construed in accordance with Indian law. The Parties undertake to resolve any unforeseen events and all disputes arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, through amicable discussions between the Parties.



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#### 9. MISCELLANEOUS

Each Party will be solely liable for performance of the obligations and activities assigned to it under this MoU, including any third party claims arising from each Party's actions or omissions during the term of this MoU.

It is the intent of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of conducting the services, if required.

In the event of either Party committing a breach of any of the above terms and conditions contained herein then the other Party may forthwith by notice in writing to the other Parties terminate this MOU without any liability of any sorts whatsoever in respect of such termination.

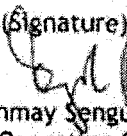



The Parties acknowledge and agree that they are acting for the limited and exclusive purpose of this MoU solely on a principal-to-principal basis and this does not amount to the Parties being deemed as a servant or employee or partner or joint venture or affiliate of the other. The Parties shall have no authority to bind the other in any respect whatsoever and shall not hold itself out as owned by or associated with the other Party. None of the employees, workers or other man power of each Party shall be construed or deemed to be the employees of the other Parties at any time.

Each Party understands and acknowledges that they shall not assign or otherwise transfer its rights or obligations under the MoU, in whole or in part, without the prior written consent of the other Parties.

Any aspect of the collaboration that has not been detailed in this MoU may be agreed in writing by the Parties based on mutual discussion.

This MoU constitutes the final and entire understanding between the Parties with respect to this collaboration and any amendments or waiver to this MoU shall be in writing and signed by all Parties.

IN WITNESS WHEREOF THE PARTIES HERE THROUGH THEIR DULY AUTHORISED REPRESENTATIVES HAVE EXECUTED THIS MOU ON 17th Feb 2014

| For ICICI Foundation for Inclusive Growth  | For Punjab Skill Development Mission   | For IKG Punjab Technical University   |
|--|--|---|
| <p>(Signature)</p>  <p>Chinmay Sengupta<br/>Chief Operating Officer</p>  | <p>(Signature)</p>  <p>Joint Director<br/>For PSDM<br/>Punjab Skill Development Mission</p> | <p>(Signature)</p>  <p>Dr. N P Singh<br/>Dean - Planning and Development</p> |

*Dr. N P Singh*

## Annexure I

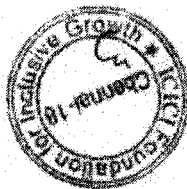
The courses to be offered at the Academy and capacity

| No. | Courses      | Capacity per shift | No. of shifts per day | Capacity   |
|-----|--------------|--------------------|-----------------------|------------|
| 1   | EHA          | 30                 | 2                     | 60         |
| 2   | RAC          | 30                 | 2                     | 60         |
| 3   | CAC          | 30                 | 2                     | 60         |
| 4   | PM           | 30                 | 2                     | 60         |
| 5   | TR           | 30                 | 2                     | 60         |
| 6   | TWST         | 30                 | 2                     | 60         |
| 7   | PAT          | 30                 | 1                     | 30         |
| 8   | OA           | 55                 | 2                     | 110        |
|     | <b>Total</b> |                    |                       | <b>500</b> |

The courses are for duration of 3 months, except for PAT which has duration of 2 months. Accordingly the annual capacity of the Academy shall be 2,000 students.

## Course legend:

| No. | Skills  |
|-----|---|
| 1   | Electrical & home appliance repair (EHA)      |
| 2   | Refrigeration & air-conditioning repair (RAC) |
| 3   | Central air-conditioning (CAC)                |
| 4   | Pumps & motor repair (PM)                     |
| 5   | Tractor mechanic (TM)                         |
| 6   | Two & three wheeler service technician (TWST) |
| 7   | Paint application techniques (PAT)            |
| 8   | Office administration (OA)                    |



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Annexure II

Responsibilities of the Parties, Timelines and Exit Strategy

Responsibilities of PSDM & IKG PTU:

- Providing free of charge space: Making available physical space in good repair and condition, to the extent of about 65,000 sq. feet built-up area, free of charge, at a mutually agreed location within the State, as per the details below, for the duration of the proposed Partnership:
  - Academy (annual capacity of 2,000 students)
    - For Training centre & labs: 20,000 sq. feet approximately
    - For Hostel & common area: 45,000 sq. feet approximately
    - Total: 65,000 sq. feet approximately
- Sourcing: Mobilising prospective youth from underprivileged backgrounds in the 18 to 30 years age-group and enrolling them for training at the proposed Academy.
- Placement assistance: Facilitate ICICI Foundation's efforts for placement of students upon successful completion of training.

Responsibilities of ICICI Foundation:

- Operations: Setting up and running the Academy, including providing for moveable assets
- Placement assistance: Providing placement opportunities to students upon completion of training, on a best-effort basis with assistance from State Government
- Expenses: Undertaking the operating expenditure for the Academy for the tenure of the MoU, including expenditure on:
  - Boarding and lodging of students in the hostel
  - Provision of trainers and training materials
  - Medical and personal accident insurance and uniforms for the students
  - Housekeeping and Security of the Academy
  - Travel by and conveyance for the Academy personnel
  - Electricity, water and telecommunications, including Internet

Joint responsibilities:

- Certification: Upon completion of the training, the students shall be jointly certified by PSDM, the respective Knowledge Partner & ICICI Foundation.



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Exit Strategy:

The said arrangement shall be valid through the validity of this MoU. Close to the scheduled expiry of the MoU, the Parties may evaluate and extend the term of the MoU with such changes as may be mutually agreed. In case of expiry or prior termination of this MoU, each party will terminate their activities under this MoU with minimal disruption to any ongoing courses at the Academy.

Any Party desirous of terminating this MOU shall forthwith provide written notice of 180 days to the other Parties. However, the Parties shall ensure that termination of this MoU is not effected in the middle of ongoing training courses at the Academy.



NP2

Copy of Reso. No. 16 (X-03)

of

Council's Ordinary Meeting

Dated: 05/09/2016

## ITEM NO. 16 (X-03)

1. Name of the subject / project:

Skill Development Courses in New Delhi Municipal Council.

2. Name of the Department: Skill Development Department

3. Brief History of the subject / project:

Keeping in view the objectives of the National Policy for Skill Development and Entrepreneurship, 2015 and to meet the challenge of skilling at scale with standard and sustainability it has been decided to start Skill Development Courses in New Delhi Municipal Council. It has been decided to start 11 Skill Development Courses identified by Health Sector Skill Council (HSSC) and National Skill Development Council (NSDC) in the first phase. It has also been decided that these Centres shall be developed as Centres of Excellence.

4. As per the Agenda Note for the meeting and the decision of the Council held on 25.07.2016 (Annex I, See pages 258 - 262) following courses will have to be started at Women Technical Institute and Palika Health Complex, Dharam Marg, New Delhi :-

- (i) General Duty Assistant;
- (ii) Home Health Aid;
- (iii) Phlebotomy Technician;
- (iv) Medical Laboratory Technician;
- (v) Operation Theatre Technician;
- (vi) X Ray Technician;
- (vii) Emergency Medical Technician (Basic);
- (viii) Dialysis Assistant;
- (ix) Dental Assistant ;
- (x) Dental Technicians; and
- (xi) Dental Oral Hygienist.

5. The following proposal are now submitted for consideration of the Council:

- (a) All the new skill development initiatives, existing vocational training programmes and craft centres may be run under one Centre which may be named as Palika Skill Development Centre (PSDC). It is expected that PSDC would be able to impart training to about 750 to 1000 students per year.
- (b) The PSDC would be administered by a Society, which would be registered under Society Registration Act, 1860 in due course of time. Chairperson, NDMC and

Secretary, NDMC would be ex-officio Chairperson and Secretary of the proposed society respectively.

- (c) The proposed Society will have a Governing Body which would look after all the skill development initiatives of the NDMC at the Apex level. The Governing Body will provide overall guidance and direction. The composition of the Governing Body may be as follows:-

|       |   |   |             |
|-------|---|---|-------------|
| i)    | Chairperson, NDMC   | - | Chairperson |
| ii)   | Secretary, NDMC   | - | Member      |
| iii)  | Director (Skill Development), NDMC  | - | Member      |
| iv)   | One representative of the Ministry of Home Affairs                              | - | Member      |
| v)    | One representative of Govt. Of NCT of Delhi                                     | - | Member      |
| vi)   | Chairman, HSCC or his representative  | - | Member      |
| vii)  | Two Representatives of Apex Chambers of Commerce such as CII, FICCI & ASSOCHAM. | - | Member      |
| viii) | Three Experts from various fields   | - | Member      |

- (d) The representatives of APEX Chambers of Commerce and other experts will be nominated by the Chairperson. The Governing body shall meet at least once every three months.

- (e) Initially, the NDMC will sign a Memorandum of Understanding (MoU) with Health Sector Skill Council (HSSC) for handholding in managing the health related skill development courses. Once the Society is constituted, MoU with HSSC may be signed by the Society in this regard.

- (f) The venue of the proposed Skill Development Courses at WTI, Netaji Nager is to be shifted as Netaji Nager, New Delhi is now under the re-development plan of the Government of India. Therefore the proposed courses will be opened for both men and women. Now it is proposed to shift the courses approved for WTI at NP Boys Sr. Sec. School, Mandir Marg, New Delhi where 19 rooms are vacant.

- (g) The Human Resource requirement for the new Skill Development Initiatives would be met from engaging teaching experts and supporting staff on long term contract basis only.

- (h) The Society would have their procedure which would be followed for administration of the PSDC including procurement of equipments and furniture etc.

- (i) Initially modifications/alterations in the existing structures will be carried out by the Civil and Electrical Divisions of the NDMC.

6. Financial implications of the proposed project / subject:

- (a) Proposed Society may be initially supported for capital infrastructure and recurring expenditure requirement as indicated below. Efforts would be made to obtain funding from various schemes of the Government of India such as Pradhan Mantri Kaushal Vikas Yojana so that the New Skill Development Initiatives would be on self sustainable model. However, there is a need to set up a Corpus Fund of Rs.5 crore to meet future expansion and requirements of these initiatives.
- (b) The initial non recurring fund requirement which may be funded by the NDMC is as follows:

| S.No. | Activity   | Estimated initial Fund requirement |
|-------|--|------------------------------------|
| 1.    | Setting up of Labs   | Rs.1 crore                         |
| 2.    | Furniture for classes, labs and conference room, library and staff rooms etc                                       | Rs. 80 lakhs                       |
| 3.    | 20 Smart Class infrastructure such as Interactive Board, Projector, Computer UPS etc. for existing and new courses | Rs.40 lakhs                        |
| 4.    | Civil and Electrical works   | Rs. 1 crore                        |
|       | <b>Total</b>   | <b>Rs.3.20 crores</b>              |

- (c) The recurring fund requirement which will be funded by NDMC for one year is as follows:

| S.No. | Activity                                     | Estimated Fund requirement |
|-------|--|----------------------------|
| 1.    | Faculty and other administrative set up cost | Rs. 1 crore per annum      |
| 2.    | Miscellaneous recurring expenses             | Rs.20 lakhs per annum      |
|       | <b>Total</b>                                 | <b>Rs.1.20 crores</b>      |

**Grand Total**

**Rs.4.40 crores**

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

The new Courses will be started by October/November, 2016.

8. Comments of the Finance Department on the subject:

The Finance Department has been consulted and they have concurred with the proposals. The Department had earlier also concurred with the proposal contained in the Agenda Note No. 25 (X-02) placed before the Council on 17.08.2016 with the condition that:

- (a) The provision of GFR be strictly followed for procurement and carrying out Civil and Electric work pertaining to infrastructure.
- (b) No new posts are created and for staff engaged on contract basis, NDMC shall have no future liabilities.

(c) The efforts are made to obtain the funds under PMKVY from Government of India.

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

Since the Finance Department has concurred with the proposal, the Department has no counter-comments.

10. Legal implications of the subject / project: N/A

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

Council has, in its meeting held on 25.07.2016 (Agenda Item 41(X-01)) noted that 8 Skill Development Courses identified by Health Sector Skill Council (HSSC) and National Skill Development Council (NSDC) will be started in the first phase in WTI for women only. The Council further resolved that three courses of Dental Skill Development may also be started from the Palika Health Complex, Dharam Marg, New Delhi. The Council also desired that such Centres shall be developed as Centres of Excellence. The Council could not consider the Agenda Note No.25(X-02) on 17.08.2016 (Annex II, See pages 263 - 266).

12. Comments of the Law Department on the subject:

The Law Department has been consulted on the Agenda Note No.25(X-02) which was placed before the Council on 17.08.2016. The Law Department has informed that the proposal is administrative in nature. No legal issue was raised/involved. Department may verify the factual position as its records.

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

In view of the comments of Law Department, no counter comments are required.

14. Certificate by the Department that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case: N/A

15. Recommendations of the Department –

The following recommendations are submitted for decision of the Council:

- (a) All the new skill development initiatives, existing vocational training programmes and craft centres may be run under one Centre which may be named as Palika Skill Development Centre (PSDC);
- (b) Formation of the Society and the Governing Body as per paragraph 5(b), (c) & (d) above;

- (c) The proposals mentioned in paragraph 5 (e), (f), (g), (h) & (i) above;
- (d) Setting up of Corpus Fund of Rs.5 crore; and
- (e) Proposals as detailed paragraph 6 (a), (b) and (c) above.

#### COUNCIL'S DECISION

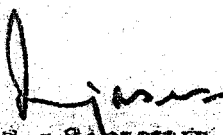
The Council resolved that the Skill Development initiatives taken by the NDMC may be brought into the ambit of the NDMC Smart City Ltd. (SPV).

The Council further resolved to run the proposed eight Skill Development Courses (for both men and women) from the NP Boys Sr. Sec. School, Mandir Marg, New Delhi where 19 rooms are vacant, instead of WTI, Netaji Nager. Three Dental Skill Development Courses will be run from the Palika Health Complex, Dharam Marg, New Delhi.

The Council also resolved that initial modifications/alterations in the existing structures at N.P. Boys Sr. Sec. School, Mandir Marg, New Delhi be carried out by the Department concerned of NDMC.

The Council also accorded approval for Administrative approval and Expenditure sanction for Rs.4.40 crore (Rs. Four crore and forty lakh only) as sought in the Preamble.

It was further resolved by the Council that the department may initiate further necessary action in anticipation of confirmation of the minutes of the Council.

  
For Secretary  
New Delhi Municipal Council  
New Delhi

ITEM NO. 2318-01

Annexure - I

1. Name of the subject / project:  
Start of new Skill Development Courses and re-structuring of Courses in Women Technical Institute (WTI), Netaji Nager, New Delhi and craft centres.
2. Name of the Department: Skill Development Department
3. Brief History of the subject / project:  
One of the main objectives of the National Policy for Skill Development and Entrepreneurship, 2015 is to meet the challenge of skilling at scale with speed, standard and sustainability. It tries to bring the world of education and training closer to the world of work so as to enable them together build a strong India. The Policy also envisages both vertical and horizontal pathways to skilled workforce for further growth by providing seamless integration of skill training with formal education and to increase the capacity and quality of training infrastructure and trainers to ensure equitable and easy access to energy citizen of especially youth and women. Keeping in view of the above objectives, Council has constituted a Committee comprising of Dr. Anita Arya, Hon'ble Member, NDMC, Shri Abdul Rasheed Ansari, Hon'ble Member, NDMC, Ms. Punya S. Srivastav, Hon'ble Member NDMC to evolve the structure of Skill Development within NDMC. As per suggestions of the Committee and further deliberations in the NDMC the following is placed before the Council for information.
4. Existing Skill Development facilities available in NDMC:-
  - 4.1. At present, the WTI is offering the following courses:-
    - i) Computer Operation & programming Assistance (COPA);
    - ii) Stenography (English);
    - iii) Stenography (Hindi);
    - iv) Embroidery & Needle Work;
    - v) Beauty & Hair Designing;

- 320-      ~~247~~      ~~248~~      ~~249~~
- vi) Cooking, Catering & Home Management;
  - vii) Textile Designing;
  - viii) Dress designing;
  - ix) Cutting & Sewing;
  - x) Music (light);
  - xi) Music (Vocal);
  - xii) Dance;
  - xiii) Early Childhood Care & Education;
  - xiv) House Keeping.

4.2. Fifty Craft Centres imparting skills in Cutting, Sewing, Embroidery and knitting in various areas of NDMC.

4.3 The Committee has made the following directions/suggestions:

(i) The following courses from WTI may be shifted to the existing Craft Centers:-

1. Music & Dance;
2. Beauty & Hair Designing;
3. Cooking, Catering & Home management;
4. Dress Designing;
5. Textile Designing;
6. Cutting & Tailoring.

(ii) Since Secretariat Practice course (Hindi and English) has less demand and Home Management and Child Care has no demand, these may be closed and new courses related to Health Care and Beauty Care be introduced. Two Sections of Computer Operation Programming and Analysis will continue to run from the WTI.

(iii) Institutions run by Delhi Govt. or other Govt. Agency may be approached for course content and infrastructure. Partnering with local Agencies is to be preferred.

(iv) The Department may approach SCVT for affiliation of Craft Centers where the courses from WTI are being transferred.

5. Proposal of the Department

5.1. Courses to be continued in WTI:

| Sl. No. | Name of Course                                     | No. of Section | Proposed Section(s) |
|---------|--|----------------|---------------------|
| 1.      | Computer Operation & programming Assistance (COPA) | 02             | 02                  |
| 2.      | Stenography (English)                              | 01             | 01                  |
| 3.      | Stenography (Hindi)                                | 01             | 01                  |
| 4.      | Embroidery & Needle Work                           | 02             | 01                  |
| 5.      | Beauty & Hair Designing                            | 01             | 01                  |
| 6.      | Cooking, Catering & Home Management                | 01             | 01                  |
| 7.      | Dress Designing                                    | 02             | 01                  |
| 8.      | Cutting & Sewing                                   | 04             | 02                  |

5.2. Courses to be closed in WTI :

| Sl. No. | Name of Course                   | Existing Section |
|---------|----------------------------------|------------------|
| 1.      | Textile Designing                | 01               |
| 2.      | Early Childhood Care & Education | 01               |
| 3.      | House keeping                    | 01               |

5.3. Courses to be shifted at Pandara Park :

| Sl. No. | Name of Course | Existing Section | Proposed Section |
|---------|----------------|------------------|------------------|
| 1.      | Music (light)  | 01               | 01               |
| 2.      | Music (Vocal)  | 01               | 01               |
| 3.      | Dance          | 01               | 01               |

5.4. Proposal for Craft Centers

The issue of re-arrangement of Craft Centers and re-engagement of 19 contractual Social Education Teachers are under consideration in NDMC and a Committee comprising of Secretary, FA, Dir. (Edn.) and Dir. (P) was constituted to look into the matter and examine the case. Committee recommended for

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strengthening of Craft Centers and reducing the number to 30. As per the recommendations of the Committee services of 19 contractual Social Education Teachers has to be discontinued. However, the requirement is to be reviewed after six months.

The matter was further examined in the light of number of enrolment, functioning of multiple Craft Centers in the vicinity of each other and space not fit for running a center. It has now been decided that 42 Craft Centers may be continued whose performance may be reviewed after one year and 08 Craft Centers is to be closed keeping in view the above parameters.

Accordingly, it has been decided that 19 Contractual staff working as Social Education Teachers and one Aya may be re-engaged for a period of one year with immediate effect on the existing terms and conditions. However, if it is not possible to accommodate all of them in the proposed Craft Centers, the principle of "Last In and First Go" will be adopted. Their Skill will be evaluated and they will be made more accountable and disciplined towards running of centers. Performance of the teacher will be reviewed on quarterly basis. The enrolment and number of students getting gainful employment after the course would be one of the criteria for evaluating the performance of all the teachers.

#### **5.5. New Skill Development Courses:**

It has been decided to start following courses, identified by Health Sector Skill Council (HSSC) and National Skill Development Council (NSDC) in the first phase in WTI for women only:

- (i) General Duty Assistant;
- (ii) Home Health Aid;
- (iii) Phlebotomy Technician;
- (iv) Medical Laboratory Technician;
- (v) Operation Theatre Technician;
- (vi) X Ray Technician;
- (vii) Emergency Medical Technician (Basic); and
- (viii) Dialysis Assistant.

Possibility would be explored to collaborate with HSCC to run proposed Health related Skill Development Courses. In case HSCC would not be in position to collaborate running such courses, we will request HSCC to recommend few organisations who have such credentials, amongst them one may be considered on the basis of their credential.

#### 5.6. Vocational Training in Schools run by NDMC:

It has also been proposed to impart Vocational Health Training in 13 Senior Secondary Schools run by the NDMC provided students so desired as an additional subject. The eligibility for the course will be 9<sup>th</sup> Class. However, further action would be taken in this regard after taking willingness from students and parents.

#### 6. Financial implications of the proposed project / subject:

The same will be assessed in consultation with Finance Department.

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

The Academic Session in WTI will start from 1<sup>st</sup> August, 2016. The new Courses will be started by 2<sup>nd</sup> October, 2016

8. Comments of the Finance Department on the subject: N/A

9. Comments of the Department on comments of Finance Department: N/A

10. Legal implications of the subject / project: N/A

11. Details of previous Council Resolution, existing law of Parliament and Assembly on the subject: N/A

12. Comments of the Law Department on the subject: N/A

13. Comments of the Department on the comments of the Law Department: N/A

14. Certificate by the Department that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case: N/A

15. Recommendations of the Department –  
The above proposal is submitted for information of the council.

Council Decision

1. Name of the subject / project:

Start of new Skill Development Courses at Women Technical Institute (WTI), Netaji Nager, New Delhi and Dental Courses at Palika Health Complex, Dharam Marg, New Delhi.

2. Name of the Department: Skill Development Department

3. Brief History of the subject / project:

Keeping in view the objectives of the National Policy for Skill Development and Entrepreneurship, 2015 and to meet the challenge of skilling at scale with speed, standard and sustainability, the Council has in its meeting held on 25.07.2016 noted that 8 Skill Development Courses identified by Health Sector Skill Council (HSSC) and National Skill Development Council (NSDC) will be started in the first phase in WTI for women only. The Council further resolved that three courses of Dental Skill Development may also be started from the Palika Health Complex, Dharam Marg, New Delhi. The Council also desired that such Centres shall be developed as Centres of Excellence. The Agenda Item No. 41(X-01) is at Annexure I (See pages 645 – 649).

4. (a) As per the proposal following courses will be started in WTI exclusively for women :

- (i) General Duty Assistant;
- (ii) Home Health Aid;
- (iii) Phlebotomy Technician;
- (iv) Medical Laboratory Technician;
- (v) Operation Theatre Technician;
- (vi) X Ray Technician;
- (vii) Emergency Medical Technician (Basic); and
- (viii) Dialysis Assistant.

(b) The following Dental Courses at Dharam Marg, Palika Health Complex will be for men and women both:-

- (i) Dental Assistant;
- (ii) Dental Technicians; and
- (iii) Dental Oral Hygienist.

5. (a) It is proposed that all the new skill development initiatives, existing vocational training programmes and craft centres may be run under one Centre which may be named as Palika Skill Development Centre (PSDC). It is expected that PSDC would be able to impart training to minimum 1000

-325-      -159-244-

students per year. There is also a need to form a Governing Body which would look after all the skill development initiatives of the NDMC. The Governing Body will provide overall guidance and direction. The composition of the Governing body may be as follows:-

|       |  |             |
|-------|--|-------------|
| i)    | Chairperson, NDMC  | Chairperson |
| ii)   | Secretary, NDMC  | Member      |
| iii)  | Director (Skill Development), NDMC   | Member      |
| iv)   | One representative of the Ministry of Home Affairs                             | Member      |
| v)    | One representative of Govt. Of NCT of Delhi                                    | Member      |
| vi)   | Chairman, HSCC or his representative   | Member      |
| vii)  | Representatives of Apex Chambers of Commerce<br>such as CII, FICCI & ASSOCHAM. | Member      |
| viii) | Experts from various fields  | Member      |

(b) The representatives of APEX Chambers of Commerce and other experts will be nominated by the Chairperson. The Governing body shall meet at least once every three months.

(c) The Human Resource requirement for the new Skill Development Initiatives would be met from engaging teaching experts on contract basis and diverting staff from the existing work force of the Departments.

(d) The prescribed purchase procedure would be followed for requirement of equipments and furniture etc.

(e) Modifications/alterations in the existing structures will be carried out by the Civil and Electrical Divisions of the NDMC.

#### 6. Financial implications of the proposed project / subject:

(a) Efforts would be made to obtain funding from various schemes of the Government of India such as Pradhan Mantri Kaushal Vikas Yojana so that the New Skill Development Initiatives would be on self sustainable model. However, there is a need to set up a Corpus Fund of Rs.5 crore to meet future expansion and requirements of these initiatives.

(b) The existing non recurring fund requirement is as follows:

| S.No. | Activity   | Fund requirement (approximate) |
|-------|--|--------------------------------|
| 1.    | Setting up of Labs   | Rs.1 crore                     |
| 2.    | Furniture for classes, labs and conference room, library and staff rooms etc | Rs. 80 lakhs                   |
| 3.    | 20 Smart Class for existing and new courses                                  | Rs.40 lakhs                    |
| 4.    | Civil and Electrical works   | Rs. 1 crore                    |
|       | Total  | Rs.3.20 crores                 |

(c) The recurring fund requirement will be as follows:

| S.No. | Activity                                     | Fund requirement (approximate) |
|-------|--|--------------------------------|
| 1.    | Faculty and other administrative set up cost | Rs. 1 crore per annum          |
| 2.    | Miscellaneous recurring expenses             | Rs. 20 lakhs per annum         |
|       | Total  | Rs. 1.20 crores                |

Grand Total

Rs.4.40 crores

7. Implementation schedule with timeliness for each stage including internal processing:  
The new Courses will be started by 2<sup>nd</sup> October, 2016.
8. Comments of the Finance Department on the subject:  
Finance Department has concurred with the proposal with the condition that:
  - (a) The provision of GFR be strictly followed for procurement and carrying out Civil and Electric work pertaining to infrastructure.
  - (b) No new posts are created and for staff engaged on contract basis, NDMC shall have no future liabilities.
  - (c) The efforts are made to obtain the funds under PMKVY from Government of India.
9. Comments of the Department on comments of Finance Department:  
Since the Finance Department has concurred with the proposal, the Department has no counter comments.
10. Legal implications of the subject/project: N/A
11. Details of previous Council Resolution, existing law of Parliament and Assembly on the subject:  
Council has, in its meeting held on 25.07.2016 (Agenda Item 41(X-01)), noted that 8 Skill Development Courses identified by Health Sector Skill Council (HSSC) and National Skill Development Council (NSDC) will be started in the first phase in WTI for women only. The Council further resolved that three courses of Dental Skill Development may also be started from the Palika Health Complex, Dharam Marg, New Delhi. The Council also desired that such Centres shall be developed as Centres of Excellence.
12. Comments of the Law Department on the subject:  
The Law Department has informed that the proposal is administrative in nature. No legal issue was raised/involved. Department may verify the factual position as its records.

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

In view of the comments of Law Department, no counter comments are required.

14. Certificate by the Department that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case: N/A

15. Recommendations of the Department -

The following recommendations are submitted for decision of the Council:

- (a) All the new skill development initiatives, existing vocational training programmes and craft centres may be run under one Centre which may be named as Palika Skill Development Centre (PSDC);
- (b) Forming of the Governing Body as per paragraph 5(a) above;
- (c) The proposals mentioned in paragraph 5 (b), (c), (d) and (e) above;
- (d) Setting up of Corpus Fund of Rs.5 crore.
- (e) Expenditure as detailed paragraph 6 (b) and (c) above.

COUNCIL'S DECISION