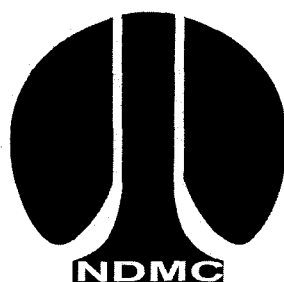


# COUNCIL'S MEETING

**NO. 09/2016-2017**

<b>DATE</b>	<b>:</b>	<b>30<sup>TH</sup> NOVEMBER, 2016 (WEDNESDAY)</b>
<b>TIME</b>	<b>:</b>	<b>04-30 P.M.</b>
<b>VENUE</b>	<b>:</b>	<b>COUNCIL ROOM, 3<sup>RD</sup> FLOOR, PALIKA KENDRA, NEW DELHI.</b>



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- 144

Dated: 27/11/2016.

MEETING NOTICE

The next Meeting of the Council, No. 09/2016-17, will be held on Wednesday, 30<sup>th</sup> November, 2016 at 4-30 p.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

COUNCIL'S MEETING NO. 09/2016-17 DATED 30.11.2016 at 4-30 P.M.  
Arrangement of business

ITEM NO.	SUBJECT	PAGE	ANNEXURE
	<b>VOLUME - I</b>		
01 (C-21)	Confirmation and signing of the minutes of the Council's Meeting No. 08/2016-17 held on 03.11.2016.	2	3 - 13
02 (M-07)	Mid Day Meal scheme for NDMC/Navyug/Aided schools/Balwaris.	14 - 20	
03 (F-01)	Withdrawal of para 10 of Resoluti8on No.09 dated 14.01.2011 related to Property Tax Department of NDMC.	21 - 22	
04 (A-44)	Construction of Underground Multilevel Car Parking at Khan Market, New Delhi.	23 - 25	
05 (L-25)	Status report in respect of Hotel Taj Mansingh.	26 - 28	29
06 (L-26)	e-Auctioning of Property situated at 1, Janpath earlier known as Hotel Asian International.	30 - 38	39 - 71
07 (L-27)	Proposal in respect of property situated at plot no. 37, Bhagat Singh Marg, New Delhi, known as Prominent Hotel (The Connaught).	72 - 82	83 - 116
08 (A-45)	S/R of Roads in NDMC area. SH: - Micro Surfacing of roads through Cold Mix Technology in the year 2015-16.	117 - 122	
09 (A-46)	Repair and maintenance of infrastructure assets in R-II division. SH: Survey Report of dismantled material lying with Golf Link Service Centre.	123 - 125	
10 (A-47)	Demolition of existing Kashmiri Migrant building and Barat Ghar, Babu Dham, Chankya Puri.	126 - 127	
11 (A-48)	Improvement to Housing Complex Palika Niketan, Sector-10, R. K. Puram. SH: Renewing damaged plaster with external face of blocks of Palika Niketan.	128 - 131	132 - 158
12 (A-49)	Construction of Type-II Flats at Babu Dham, St. Martin Marg, Chanakya Puri, New Delhi.	159 - 163	
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.	164 - 168	169 - 183
14 (C-22)	Contracts/Schemes involving an expenditure of Rs.1 Lac but not exceeding Rs.200 lacs.	184	185 - 196
15 (C-23)	Action Taken Report on the status of ongoing schemes/works approved by the Council.	197	198 - 206
	<b>VOLUME II</b>		
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.	207 - 208	209 - 261
17 (A-51)	Revision of water tariff in NDMC area.	262 - 265	266
18 (L-28)	Allotment of parking space at Talkatora Stadium Annexe to Indian Navy.	267 - 268	269 - 272
19 (W-04)	Information regarding periodic review by Ministry of Urban Development on progress of NDMC Smart City Projects.	273 - 278	
20 (M-08)	Proposal for conducting a quality assessment of NDMC /Navyug schools by Quality Council of India.	279 - 289	

**ITEM NO. 01 (C-21)**

Confirmation and signing of the minutes of the Council's Meeting No. 08/2016-17 held on 03.11.2016. (See pages 3 - 13)

**COUNCIL'S DECISION**

Minutes confirmed, subject to following changes in decision recorded against Item Nos. 12 (K-05) and 30 (E-18):-

**"12 (K-05)**

The Council resolved to accord approval for:

- (i) increase in the employee contribution under Hitkari Nidhi Yojana as per details given below:-

S. No.	Employees 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.

- (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;
- (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 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.
- (iv) payment of an amount of Rs.50,000/- (Rupees Fifty Thousand only) each time for marriage of **daughter or son** of an employee/RMR (i.e. payment of Rs.50,000/- restricted to maximum two times);
- (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
- (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.

**30 (E-18)**

The Council resolved that:

- i) all patients, **excluding** NDMC employees and their dependents, visiting NDMC AYUSH Polyclinic for Panchakarma, Yoga & Naturopathy treatment/ procedures will have to pay charges at rates of CGHS as amended from time to time in this regard;
- ii) in case, CGHS rates does not exist for any treatment, then rates of Ayush Wellness Centre in the President's Estates will be applicable;
- iii) 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
- Secretary, NDMC,
  - Financial Adviser, NDMC,
  - Director (Medical Services), NDMC, and
  - CMO I/C AAYUSH, NDMC
- after obtaining approval from Chairperson, NDMC.

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

30.11.2016



NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA: NEW DELHI

MINUTES OF THE COUNCIL'S MEETING NO. 08/2016-17 HELD ON 03.11.2016 AT 11-00 A.M.  
IN THE COUNCIL ROOM, PALIKA KENDRA, NEW DELHI.

MEETING NO.	:	08/2016-17
DATE	:	03.11.2016
TIME	:	11-00 A.M.
PLACE	:	PALIKA KENDRA, NEW DELHI

**PRESENT:**

- |                             |   |                                 |
|-----------------------------|---|---------------------------------|
| 1. Shri Naresh Kumar        | - | Chairperson / Presiding Officer |
| 2. Sh. Karan Singh Tanwar   | - | Vice Chairperson                |
| 3. Sh. Abdul Rasheed Ansari | - | Member                          |
| 4. Dr. Anita Arya           | - | Member                          |
| 5. Sh. B. S. Bhati          | - | Member                          |
| 6. Sh. A. Anbarasu          | - | Member                          |
| 7. Ms. P. S. Srivastav      | - | Member                          |
| 8. Smt. Chanchal Yadav      | - | Secretary                       |

ITEM NO.	SUBJECT	DECISION
01 (C-15)	Confirmation and signing of the minutes of the Council's Meeting No. 05/2016-17 held on 05.09.2016.	<p>Minutes confirmed, subject to following changes in decision recorded against Item Nos. 08(L-19) and 20 (J-02):-</p> <p><b><u>"Item No. 08(L-19)</u></b></p> <p>The Council resolved that:</p> <p>(i) the department concerned shall take necessary action to raise the demand of arrears that have to be realized from the CJ International (Le-Meridien) as per the judgment of Delhi High Court dated 09.8.2016 in IA No. 15580/2016 allowing the petition of NDMC to recall the decree dated 21.4.2015 passed on the illegal agreement;</p> <p>(ii) the department concerned shall issue a Show Cause Notice to the CJ International as to why suitable action as per the terms of licence conditions be not taken against it for illegally subletting 124 spaces without the consent of the NDMC (licensor), in consultations with Ld. Additional Solicitor General of India;</p> <p>(iii) Architect Department and EBR Department to take necessary action as per the provisions of law against CJ International for not obtaining</p>

		<p>Completion Plan and Completion Certificate;</p> <p>(iv) the Department may check whether the revenue generated out of 124 sub-licenses is reflected in the Balance Sheet of Hotel CJ International or not as a part of GTO (Gross Turn Over).</p> <p>(v) Ld. ASG vide Legal Opinion dated 26.10.2016 advised that:</p> <p>"...</p> <p><i>5. Therefore, the interest of the Querist (NDMC) would be better served in continuing to demand Licence Fee based on the order dated 18.05.2001. Upon the disposal of the Suit, at best or at worst, all that is likely to change is the inclusion or exclusion of certain components which the Querist wanted to include while calculating the G.T.O. In my considered view, when the Querist has a clause enabling it to change Licence Fee on the basis of G.T.O., which in the normal course would increase the licence fee, the commercial prudence would stand against opting for the other option of fixed Licence Fee, even if it is enhanced beyond 100%.</i></p> <p><i>6. It is therefore suggested that arrears of Licence Fee be calculated on the basis of the Order dated 18.05.2001 and a demand be raised at once. If, for a particular period, accounts for calculating actual GTO as per the said Order are not available, a provisional demand may be made for the relevant months, based on the date, which may be duly available."</i></p> <p>(vi) Considering the advice of Ld. ASG, the Council resolved that it would be better for NDMC to continue to demand Licence Fee based on the Hon'ble High Court order dated 18.05.2001.</p> <p><b><u>Item No. 20 (J-02)</u></b></p> <p>The Council resolved that:</p> <p>(i) Possession of all parking lots of NDMC, which are being operated by DIMTS without the approval of the Council, be taken back by the concerned Department of NDMC from DIMTS immediately;</p> <p>(ii) Department concerned of the NDMC shall operate such parking lots till a new vendor is</p>
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		identified and work is awarded; and (iii) CVO, NDMC shall refer the matter of operations of parking lots of NDMC by DIMTS Ltd. to Central Bureau of Investigation for detailed investigations."
02 (C-16)	Confirmation and signing of the minutes of the Council's Special Meeting No. 06/2016-17 held on 09.09.2016.	Minutes confirmed.
03 (C-17)	Confirmation and signing of the minutes of the Council's Special Meeting No. 07/2016-17 held on 21.09.2016.	Minutes confirmed.
04 (C-18)	Confirmation and signing of the minutes of the Council's Meeting held through circulation of agenda on 06.10.2016.	Minutes confirmed.
05 (B-16)	Supply, installation, testing & commissioning of grid interacted Solar Power Plant at various left out NDMC building's roof top.	<p>Resolved by the Council to accord administrative approval and expenditure sanction amounting to Rs.5,54,13,200/- (Rupees Five Crore Fifty Four Lakh Thirteen Thousand and Two Hundred only) for placing LOI at the rates and agencies identified by M/s Solar Energy Corporation of India (SECI) through an open tender under CAPEX model to:</p> <ul style="list-style-type: none"> <li>• M/s Uneecops Technologies Ltd. for 450 KWp capacity for an amount of Rs.3,32,77,500/- (Rupees Three Crore Thirty Two Lakh Seventy Seven Thousand and Five Hundred only); and</li> <li>• M/s Tata Power Solar System Ltd. for 343 KWp capacity for an amount of Rs 2,21,35,700/- (Rupees Two Crore Twenty One Lakh Thirty Five Thousand and Seven Hundred only).</li> </ul> <p>The Council further resolved that payment at any stage, including final payment, for the aforementioned work shall only be released by NDMC after getting a satisfactory stage completion certificate from M/s SECI in this regard.</p> <p>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.</p>
06 (B-17)	Rate Contract for laying of underground LT cables, dismantling,	Due to limited participation in tender, the Council resolved that the Department concerned shall retender the work by giving a shorter period of 14

	dismantling & relaying of LT cables of all sizes including supplying & laying of HDPE pipes in NDMC area for 03 years.	days for submission of bids.  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.
07 (B-18)	Rate Contract for laying of underground HT cables, dismantling, dismantling & relaying of HT cables of all sizes including supplying & laying of HDPE pipes and supply & making of HT St. Th. Joint Boxes & indoor end terminations in NDMC area for 03 years.	Due to limited participation in tender, the Council resolved that the Department concerned shall retender the work by giving a shorter period of 14 days for submission of bids.  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.
08 (B-19)	Purchase of HT 11KV, 350MVA single bus bar VCB Switchgear panels (Indoor type).	The Council resolved to accord approval for purchase of 84 Nos., HT 11KV, 350MVA single bus bar VCB Switchgear panels (Indoor type) from the firm M/s. Megawin Switchgear-P-Limited at their ex-works cost + Excise Duty @ 12.5% + D-VAT @ 12.5% + Freight & Insurance @ Rs.7,500.00 & Rs.12,000.00 for each panel [of items 1(a) & 1(b) respectively] thus, making total computed cost for the purchase of 84 Nos., HT 11KV, 350MVA single bus bar VCB Switchgear panels (Indoor type) as Rs.3,03,14,852.16 (Say Rs.3,03,14,852/-) (Rupees Three Crore Three Lakh Fourteen Thousand Eight Hundred and Fifty Two only) and on the terms, conditions & specifications of NIT.  It was further resolved by the Council that the department may initiate further necessary action to place the supply order on L-1 firm M/s Megawin Switchgear-P-Limited in anticipation of confirmation of the minutes of the Council.
09 (H-09)	Creation of following posts to meet the manpower requirement of Unani Dispensary at Mandir Marg New Delhi: i) One post of Medical Officer (Unani) in the Pay Band 3 Rs. 15600-39100 + G.P. Rs. 5400/- ii) One post of Unani compounder in the Pay Band -1 Rs. 5200-20200 + G.P. Rs.	The Council resolved to accord approval for creation of following posts to meet the manpower requirement of NDMC's Unani Dispensary: i) Two Group 'A' post of Unani Physician in the Pay Band -3 (Rs. 15600-39100) with Grade of Rs. 5400/-; and ii) Two Group 'C' post of Unani Compounder in the Pay Band -1 (Rs. 5200-20200) with Grade Pay of Rs. 2800/-.  The Council further resolved that the pay scales mentioned for the posts above are as per pay scales under the Sixth Pay Commission of Central Government, and shall be revised in accordance with

	2800/-	<p>revision in pay scales by the Central Government, as applicable from time to time. Recruitment Rules for same posts notified by the Government of India may be adopted for these posts.</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>																								
10 (E-15)	Clinical Training Programme at Dental Clinic, Dharam Marg and increasing the number of seats from 3 to 8.	<p>The Council resolved to accord approval:</p> <p>i) to increase the number of seats of clinical training programme from three (3) to eight (8); and</p> <p>ii) out of above eight (8) seats:</p> <p>a) one seat shall be earmarked for the ward of NDMC employee on merit. In case no candidate applies in this category, such seat would be filled by applicant for open category.</p> <p>b) for rest of the 07 seats, reservation roster shall be followed as per Government of India Policy, for which 13 points roster would be followed.</p>																								
11 (G-04)	Implementation of AMR Solution for ABT meter reading in NDMC Area.	<p>The Council resolved to accord Administrative Approval and Expenditure Sanction amounting to Rs.2,29,14,771/- (Rupees Two Crore Twenty Nine Lakh Fourteen Thousand Seven Hundred and Seventy One only) (including taxes) for implementation of AMR solution of ABT meter readings installed in NDMC area.</p>																								
12 (K-05)	Enhancement of monthly contribution of employees of NDMC under Hitkari Nidhi Yojana.	<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>Employees 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 immediately in case of</p>	S. No.	Employees 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.	Employees 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>death of an employee/RMR. In case of (a) death of spouse, or (b) divorced employee/RMR, such amount be released to eldest children (son or daughter) as per Personal File of such deceased employee/RMR immediately. Further, in case of (a) non-mentioning of children in Personal file or (b) unmarried employee/RMR, such amount be released to mother or father (in case mother not alive) of such deceased employee/RMR 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 daughter 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 for prolong illness to the RMR employees will remain unchanged as provided vide Council Resolution No. 19(K-1) dated 27.05.2005.</p>
13 (E-16)	Establishing, Maintaining and Operating CT/MRI Centre at Charak Palika Hospital, Moti Bagh-I, New Delhi Based on PPP Model.	The Council resolved to accord approval for installation of CT / MRI machine at Charak Palika Hospital, Moti Bagh, New Delhi under PPP model as proposed in the agenda item. The cost of the machine, electricity, operations & maintenance and other allied expenses shall be borne by the private partner. NDMC will provide only the requisite built-up area for installation of machine. The private partner will charge Non-NABH CGHS rates, as applicable from time-to-time, from public for CT / MRI facilities. The private partner will offer the discount on the prescribed Non-NABH rates, prevailing time to time, and pay the discount amount to NDMC regularly.
14 (T-03)	Annual Estimate for Auto Workshop for Year 2016-17.	The Council resolved to accord approval for Annual Estimate amounting Rs.3,02,48,370/- (Rupees Three Crore Two Lac Forty Eight Thousand Three Hundred Seventy only) for NDMC's Auto Workshop for the year 2016-17.

15 (U-16)	Extension of term of contract for Security and Traffic Services/Arrangements at NDMC Premises under Group Contracts A,B,C,D,E,F,G,H & J.	<p>Taking into consideration the exigencies of the work, the Council resolved to accord administrative approval and expenditure sanction for extension of the term of contract of Groups A,B,C,D,E,F,G,H &amp; J from 'date of expiry of such contracts' till '(i) 31.12.2016, or (ii) finalization of the fresh tenders, whichever is earlier'.</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>
16 (D-02)	Re-appropriation of Funds in Budget Estimates 2016-17.	The Council resolved to accord approval for re-appropriations in Budget Estimates 2016-17 authorized during 2 <sup>nd</sup> Quarter of 2016-17 as detailed in Annexure-I to this Agenda Item in terms of Section 56 of the NDMC Act 1994 and Regulation 8 of the NDMC (Budget Estimates) Regulations, 2010.
17 (H-10)	Conversion of 9 temporary posts of A.E (civil) created vide Order dated 16/5/2011 into permanent posts and taking these posts on cadre strength of Civil Engineers.	Deferred.
18 (A-37)	Strengthening & Resurfacing of Roundabouts, T-junctions, crossing lanes by lane and Race Course Road in R-IV Division.	<p>The Council resolved to accord approval for acceptance of the lowest offer of M/s. K.R. Anand @ 18.16% below the estimated cost of Rs.2,92,58,738/- (Rupees Two crore Ninety Two Lakh Fifty Eight Thousand Seven Hundred and Thirty Eight only) with tendered amount of Rs.2,39,45,950/- (Rupees Two Crore Thirty Nine Lakh Forty Five Thousand Nine Hundred and Fifty only) which is 23.18% below against the justified cost of tender as checked by Planning Division for the work "Strengthening &amp; resurfacing of roundabouts, T-junctions, crossing lanes by lane and Race Course Road in R-IV Division".</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>
19 (A-38)	S/R of Roads in NDMC area. SH:- Resurfacing by Micro Surfacing of lane by lane in R-III Division.	<p>The Council resolved that the scope of the work under the tender be limited to the resurfacing of roads in Laxmi Bai Nagar and Moti Bagh, as Sarojini Nagar, Netaji Nagar and Nauroji Nagar colony area will be redeveloped by NBCC in phased manner.</p> <p>The Council further resolved that, as the scope of work is decreased drastically as mentioned above, concurrence of M/s. M.C. Const. Co., which offered</p>

		<p>the lowest bid [ @ 20.06% below the estimated cost of Rs.4,01,76,833/- with tendered amount of Rs.3,21,17,303/- which is 22.87% below against the justified cost of tender as checked by planning Division for the work "Resurfacing by Micro Surfacing of lane by lane in R-III Division"], may be sought on whether M/s. M.C. Const. Co. is ready to execute the decreased scope of work as mentioned above on the same rates as tendered by it or not. In case, M/s. M.C. Const. Co.:</p> <p>i) agrees to execute the reduced scope of work on same rates (amount reduced proportionately to the decrease in scope of work), then work may be awarded to lowest bidder viz. M/s. M.C. Const. Co. on amount reduced proportionately to the decrease in scope of work; or</p> <p>ii) disagrees to execute the reduced scope of work on same rates (amount reduced proportionately to the decrease in scope of work), this tender should be cancelled and a new tender may be floated for decreased scope of work.</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>																
20 (A-39)	To set up Water ATMs to provide access to safe drinking water at Public Places and Parks on Public Private Partnership (PPP) Project Basis.	The Council resolved that the concerned Department shall initiate necessary action to execute this project from NDMC's funds instead of PPP model.																
21 (A-40)	Mechanized housekeeping, Operation, Maintenance & Security Services for Connaught Place area.	The Council resolved to accord in-Principle approval for inviting RFP for Mechanized Housekeeping, Operation, Maintenance and Horticulture works in the Connaught Place area as proposed in the agenda item.																
22 (G-05)	Simplifying procedure for sanction and release of electric connection/load.	<p>The Council resolved to accord approval on the proposal of the Department mentioned in Para 14 of the Agenda Item, subject to the following change in power to sanction load and estimate:</p> <table><tr><th>S. No.</th><th>Designation</th><th>Power to Sanction load</th><th>Power to Sanction estimate (Rs.)</th></tr><tr><td>1.</td><td>E.E.(Elect.)</td><td>Upto 25 KW</td><td>5 Lakh</td></tr><tr><td>2.</td><td>S.E.(Elect.)</td><td>Upto 50 KW</td><td>8 Lakh</td></tr><tr><td>3.</td><td>C.E.(Elect.)</td><td>Above 50 KW</td><td>More than 8 Lakh</td></tr></table>	S. No.	Designation	Power to Sanction load	Power to Sanction estimate (Rs.)	1.	E.E.(Elect.)	Upto 25 KW	5 Lakh	2.	S.E.(Elect.)	Upto 50 KW	8 Lakh	3.	C.E.(Elect.)	Above 50 KW	More than 8 Lakh
S. No.	Designation	Power to Sanction load	Power to Sanction estimate (Rs.)															
1.	E.E.(Elect.)	Upto 25 KW	5 Lakh															
2.	S.E.(Elect.)	Upto 50 KW	8 Lakh															
3.	C.E.(Elect.)	Above 50 KW	More than 8 Lakh															
23 (G-06)	Procurement of Solar Power from Solar Park in	The Council resolved to accord approval for participation by concerned Department of NDMC for																



	Madhya Pradesh (MP) and Rajasthan.	procurement of 50MW solar power on long term basis available from 750MW capacity solar parks scheme at Rajasthan through Solar Energy Corporation of India (SECI) at the fixed tariff of Rs. 4.50/kWh and from 750MW capacity plant of Reva Ultra Power Project being developed by Madhya Pradesh (MPUVN) at the discovered tariff.
24 (A-41)	Revision of parking charges & approval of RFP document for Selection of Concessionaire for "Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for on street, off street and indoor Parking Spaces in NDMC area on PPP model".	<p>The Council resolved to accord approval:</p> <ul style="list-style-type: none"> <li>i) to invite Request for Proposal (RFP) for Selection of Concessionaire for "Design, Development, Implementation, Operation and Maintenance of Parking Guidance and Management Solution for on street, off street and indoor Parking Spaces in NDMC area on PPP model" after incorporating the changes in accordance with proposals mentioned in para 4.2 to 4.6 of this agenda item, and some other changes;</li> <li>ii) for revision in the parking fee/ charges/ rates, increase in parking fee/ charges/ rates, increase/ introduction of fine &amp; towing/clamping charges and other proposals as mentioned in Para 4.2 to 4.6 of this agenda item;</li> <li>iii) RFP for rest of parking lots in the NDMC area may be invited as Phase-II.</li> </ul> <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>
25 (E-17)	Intimation regarding quarterly expenditure on the PPP Project of Collection & Transportation of garbage from NDMC area to the disposal site for the period April-2016 to June-2016.	Information noted.
26 (L-23)	Shifting of shops from Central Market East Kidwai Nagar, Vegetable Stall, Central Market East Kidwai Nagar, Mini South Market, South Market East Kidwai Nagar, Suvidha Market and Nauroji Nagar to newly constructed NBCC Social Infrastructure Complex at East Kidwai Nagar.	<p>The Council resolved to:</p> <ul style="list-style-type: none"> <li>(i) accord administrative approval for shifting shops from Central Market Kidwai Nagar, Vegetable Stall, Central Market East Kidwai Nagar, Mini South Market, South Market East Kidwai Nagar, Suvidha Market and Nauroji Nagar to newly constructed NBCC social infrastructure complex at East Kidwai Nagar.</li> <li>(ii) administrative approval for allocation of these shops on lottery basis in functional clusters.</li> <li>(iii) administrative approval for revision of rates for licence fees on the basis of FR 45(b) taking 40% of land rates (current DDA rates) and</li> </ul>

		<p>comprehensive 10% annual rent and maintenance on combined land and construction cost [reference Council Agenda No. 18 (A-11) revised licence rates - Rs.878 per sq. meter per month = Rs.81 per sq. feet per month]</p> <table border="1"> <tr> <th>Sl. No.</th><th>Area of shop in sq. meters</th><th>Revised licence fees Rs. 878 per sq. m. per month</th></tr> <tr> <td>1.</td><td>34.30 (9.1 x 3.77)</td><td>30115</td></tr> <tr> <td>2.</td><td>29.29 (7.77 x 3.77)</td><td>25716</td></tr> <tr> <td>3.</td><td>19.79 (5.25 x 3.77)</td><td>17375</td></tr> <tr> <td>4.</td><td>14.20 (3.77 x 3.77)</td><td>12467</td></tr> </table> <p>It was further resolved that as the complex is recently constructed and development of nearby areas may take some time which may have bearing on business of these markets, Therefore, it is decided to levy 50% of the license fees as approved by the council for two years (since date of occupation may vary therefore a cutoff date of 31.12.2018 is decided for uniformity). Thereafter i.e. from 01.01.2019 enhanced fees as approved by the council shall be levied.</p> <p>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.</p>	Sl. No.	Area of shop in sq. meters	Revised licence fees Rs. 878 per sq. m. per month	1.	34.30 (9.1 x 3.77)	30115	2.	29.29 (7.77 x 3.77)	25716	3.	19.79 (5.25 x 3.77)	17375	4.	14.20 (3.77 x 3.77)	12467
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27 (A-42)	Hiring, Operation and Maintenance of 2 Nos. Jetting cum Suction Sewer Cleaning Machines with Water Re-cycling Technology (for seven years).	Resolved by the Council to accord administrative approval and expenditure sanction amounting to Rs.28.00 Crores (Rupees Twenty Eight Crores) for the proposal mentioned in the agenda item, and to accept the lowest offer of M/s Metrrro Waste Handling Pvt. Ltd. amounting to Rs.24,24,94,560/- (Rupees Twenty Four Crore Twenty Four Lakh Ninety Four Thousand Five Hundred and Sixty only) which is 6.26% below the justified cost of Rs.25,86,88,080/- (Rupees Twenty Five Crore Eighty Six Lakh Eighty Eight Thousand and Eighty only)for the above work.															
28 (C-19)	Contracts/Schemes involving an expenditure of Rs.1 Lac but not exceeding Rs.200 lacs.	Information noted.															
29 (C-20)	Action Taken Report on the status of ongoing schemes/works approved by the Council.	Information noted.															

30 (E-18)	Fixing of Rates/user charges for Panchkarma, Yoga & Naturopathy treatment/procedures conducted at AYUSH Polyclinic, Mandir Marg on the pattern of CGHS – President House	<p>The Council resolved that:</p> <ul style="list-style-type: none"> <li>i) all patients, including 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>ii) 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>iii) 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 (a) Secretary, NDMC, (b) Financial Adviser, NDMC, and (c) Director (Medical Services), NDMC, after obtaining approval from Chairperson, NDMC.</li> </ul> <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>
31 (A-43)	Operation and Maintenance of Service Corridor in middle Circle of Connaught Place, New Delhi.	<p>The Council resolved to accord in-principle approval to invite Request for Proposal (RFP) for outsourcing the "Operation and Maintenance of Service Corridor in middle Circle of Connaught Place, New Delhi".</p> <p>The Council further resolved that administrative approval and expenditure sanction for the work should be obtained from the Council before acceptance of the bid of the L-1 tenderer.</p>
32 (L-24)	Status report in respect of Hotel Taj Mansingh	<p>Information noted.</p> <p>The Council resolved that the concerned Department shall:</p> <ul style="list-style-type: none"> <li>(i) take necessary action for finalization of tender documents in accordance with the earlier Council's decisions through SBICAPs for the purpose of auction of the said premises;</li> <li>(ii) take necessary action to defend the interests of NDMC in the Hon'ble Supreme Court, in case any SLP is filed by IHCL before the Apex Court;</li> <li>(iii) recover dues, if any, from IHCL.</li> </ul>

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

Copy of Reso. No. 02 (M-07)  
of  
Councils Ordinary Meeting  
Dated 30-11-2016

**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 I<sup>st</sup> to VIII<sup>th</sup>. However NDMC has been supplying foods from Nursery to XII<sup>th</sup> 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 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 20 gms. protein	300 Gms.
Middle	Rs.5.78 with 150 gms. of free grain subsidy i.e. wheat/rice	700 calories 20 gms. protein	350 Gms.
Sec. & Sr. Sec.	Rs. 6.92	700 calories 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, man power 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> Ali Village Opp. Comm. Center Mathura Rd., N.D. 76 Mb. 9680197400, 9718135232	Ali Vihar, Ali Village, Community Centre, Sarita Vihar, New Delhi(Existing) <b>Mr. Sanjay Tikku, Director</b>
2	<b>Manjeet Caterer</b> A-1-103 Lajpat Ngr. N.D.110024 Mb. 9212874266/9999057004	Plot No. 268, Jasola Village Behind Apollo Hospital(Existing) <b>Mr. Kuldeep Singh,President</b>
3	<b>REWARDS</b> F-30, East Jyoti Nagar Delhi 93 Mob. 9810272897, 9868159118,9868238430	A-12, Khoera No. 12/2 Main Sewa Dham, Mandoli, Delhi <b>Mr. Satish Kumar</b>
4	<b>Ghanshyam Sewa Samiti</b> B-1/2 Satish Jain Complex, Loni Road, Jawahar Nagar, Delhi -95 Mob. 9873881038, 9654397266	Plot No. 39, Gurudwara Babe Nanak Ji, Dilshad Garden, Delhi 110095 <b>Mr. Lal Chand Jain</b>
5	<b>Manjeet Education &amp; Social Welfare Society</b> Mob. 9999789945/9990834792	H. NO.1, Opp. Pkt. 10B, Jasola Village, Nr. Apollo Hospital <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> Ali Village Opp. Comm. Center Mathura Rd., N.D. 76 Mb. 9680197400,9718135232	Ali Vihar, Ali Village, Community Centre, Sarita Vihar, New Delhi (Existing) <b>Mr. Sanjay TikkuDirector</b>	<b>Zone V- VIII</b>
2	<b>Manjeet Caterer</b> A-1-103 Lajpat Ngr. N.D.110024 Mb.9212874266/9999057004	Plot No. 268, Jasola Village Behind Apollo Hospital (Existing) <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/NDMC Aided/Balwari/ Navyug Schools. The amount under Plan Head will be received from Govt. of India 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

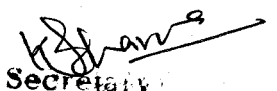
The Council also resolved to form a Committee consisting of:

- a. Vice Chairman, NDMC
- b. Sh. Abdul Rasheed Ansari, Member, NDMC
- c. Director (Education), NDMC
- d. Director (Finance), NDMC

to review the recommendations of the selection sub-committee in view of reports of School Management Committees and seek advice from nutritional experts.

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.

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.

  
 For Secretary  
 New Delhi Municipal Council  
 New Delhi

**ITEM NO. 03 (F-01)****Name of the Subject :**

Withdrawal of para 10 of Resolution No.09 (F-02) dated 14.01.2011 related to Property Tax Department of NDMC

**Name of the Department:**

Property Tax Department

**Detailed History of the subject and proposal for consideration of the Council**

The Property Tax Department use to submits the proposal of 'Determination of Municipal tax, rates, cesses and rebates' before the Council every year for approval. Accordingly, the Resolution No. 09(F-02) on the subject 'Determination of rates and rebates of cess, rates and taxes for the year 2011-12 and other related matters' was placed before the Council for the year 2011-12 and approved. Vide said Resolution, the following proposals other than rates of tax and rebates were approved.

- Para 10 : Completion of pending assessments and Arrears of Taxes for the period upto 31<sup>st</sup> March, 2009
- Para 11 : Settlement of Disputes (if any), Decision in Remand Cases and Grievances Redressal
- Para 12 : Settlement of Disputes Committee

Para 10 of the said Resolution which requires withdrawal is reproduced is as hereunder:

*"Under the Act of 1994, there is no time limit for the completion of assessment after issue of a notice under Section 72 of the Act, for increase in RV. This provision is being misused in getting the assessment delayed, creation of demand and payment of taxes. It has been seen that during the pendency of proceedings, sometimes, the properties are sold and payment of the demand on completion of assessments is disputed by the new owners. On an estimate about 2000 such assessments are pending and unless a time limit is imposed for finalisation of these assessments, there would be tendency to get delayed, finalisation of assessment and delay in payment of taxes. It is proposed that there should be a time limit of 3 years for the completion of assessment, from the end of the year in which the notice has been issued. On imposition of this time limit, all the pending section 72 notices of the Act up to the period ending 31<sup>st</sup> March, 2009, under the Bye Laws of 1962, have to be completed by 31<sup>st</sup> March, 2012.*

*It is proposed that an incentive may be given to the property owners who get their assessments finalised, for the period ending 31<sup>st</sup> March, 2009 and pay the taxes by 31<sup>st</sup> September 2011. This rebate maybe 10% of the additional demand raised and collected in these pending assessments."*

However, it has been noticed recently while defending a court case that the follow up action on the above Resolution was not taken by the NDMC so far. File record also indicates that no official order for Assessing Officers or the circular for the general public was issued by the NDMC to implement the above part of the Council Resolution. The contents of the para-10 of the said Resolution have been legally re-examined now and it is noticed that the same is ultra-vire to the Section-72 of NDMC Act, 1994. It is assumed that on account of this, the subject part of Resolution was not put in force by NDMC at that point of time.

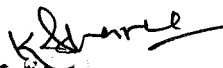
This matter was also discussed with Additional Solicitor General of India alongwith Shri Arjun Mitra, Standing Counsel who is defending the court case before the Hon'ble High Court of Delhi and it was advised that it would be appropriate to rescind the Para-10 of the decision taken by the Council earlier vide aforesaid Resolution. This position was also apprised to the Hon'ble High Court and it was desired that Affidavit need to be filed after obtaining the decision of the Council. The next date of hearing in the Court is fixed for 10<sup>th</sup> of Dec., 2016.

In view of above background, the matter is placed before the Council to consider and withdraw the decision taken in para-10 vide Resolution No.09 (F2) dated 14<sup>th</sup> of Jan., 2011.

**COUNCIL'S DECISION**

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.

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. 04 (A-44)

Copy of Reso. No. 04 (A-44)  
of  
Councils Ordinary Meeting  
30-11-2016

## 1. NAME OF THE SUBJECT/PROJECT :

Construction of Underground Multilevel Car Parking at Khan Market, New Delhi  
- CONCEPTUAL APPROVAL - THEREOF -

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

CIVIL ENGINEERING DEPARTMENT-II, NDMC

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

The land for multilevel car parking was allotted to NDMC on the basis of proposed redevelopment plan prepared by NDMC. As per the redevelopment plan submitted by NDMC, the road width of the roads was shown on 20M of ER-1, 23 M of PR-4 & 23 M of PR-2. After joint survey carried out by L&DO and NDMC, it was revealed that the proposed road shown as ER-1 = 20M is not feasible at the moment as on one side the land from the market area will have to be resumed and on other side the land from the market area will have to be resumed and on other side the land from the campus of Govt. Qtrs. of Ravinder Nagar will have to be taken which is also not feasible. Therefore, it was decided that the total land measuring 5408 sq. mtr. available at the side may be handed over to NDMC on "as is where is basis". It was also decided to exclude the land measuring 385 sq. yards occupied by the Empire Coal Co. Thus, the net area to be handed over to NDMC was worked out as 5086.11 sqm (5408 sq. mtr. - 321.89 sq. mtr.) on "as is where is basis".

After approval of competent authority, the possession of land measuring 5408sqm - 321.89 sqm = 5086.11sqm (excluding the area 385 sq.yds. or 321.89 sqm occupied by Empire Coal Co.) was taken over from L&DO for the Construction of multi-level car parking in Khan Market, New Delhi "ON THE BASIS OF AS IS WHERE IS BASIS" ON DATED 24.08.16. It is also decided that initially to start using as surface car parking till the construction of underground multilevel car parking. There is also an old and deteriorated structure is existing in the plot allotted to NDMC and it has been decided that the said old and deteriorated structure be demolished for using the plot as surface car parking so that obstructions to use whole plot as surface parking is being eased out.

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

The proposal of construction of underground multilevel car parking is being taken up in-house to eased out all the parking problems being faced in the area. For construction of underground multilevel car parking necessary drawings are being prepared by the Chief Architect Department and as informed the same is under process.

An estimate amounting to Rs.80,000/- already approved by the competent authority for restoration of the barbed wire fencing on the boundary tow wall of the plot and fixing of the missing M.S. gate for protecting the NDMC land for any misuse by the miscreants. Tender is under process so that same may be used for surface car parking till the main proposal of underground multilevel car parking is matured after obtaining approval from different agencies such as CFO, DUAC, Forest Department etc.

Regarding demolishing of the old existing structure in the allotted plot, it is to inform that as the said structure is very old and its year of construction is not available, thus it is not feasible to prepare a survey report for that. Therefore, a detailed estimate, under the A/R & M/O head, as per the delegation power of respective officer, amounting

to Rs.1,95,700/- for demolishing the existing structure, has been prepared on the basis of DSR 2016 excluding the cost of serviceable material and tender is being called.

**5. FINANCIAL IMPLICATIONS OF THE PROPOSED PROJECT / SUBJECT :**

N/A being the conceptual approval.

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

Surface car parking shall be started within three months after demolishing of the existing old structure and restoration of the barbed wire fencing of boundary tow wall and missing M.S. Gates.

**7. FINAL COMMENTS OF THE FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NO. & DATE :**

N.A.

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

-- NIL --

**9. DETAILS 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.**

N.A.

**11. CERTIFICATION BY THE DEPARTMENT THAT ALL CENTRAL VIGILANCE COMMISSION (CVC) GUIDELINES HAVE BEEN FOLLOWED WHILE PROCESSING THE CASE.**

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

**12. RECOMMENDATION**

- (i) The case is placed before Council for conceptual approval for accord of construction of underground multilevel car parking at Khan Market, New Delhi.
- (ii) Permission for Demolishing 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.
- (iii) Accord approval for further necessary action in anticipation of the confirmation of the minutes of meeting.

**13. Draft Resolution**

- (i) The case is placed before Council for conceptual approval for accord of Construction of underground multilevel car parking at Khan Market, New Delhi.

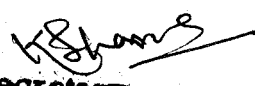
- (ii) Permission for Demolishing of the old existing structure in the plot allotted to NDMC and using the same for surface car parking till the construction of underground multilevel car parking is matured.
- (iii) Accord approval for further necessary action in anticipation of the confirmation of the minutes of meeting.

**COUNCIL'S DECISION**

Resolved by the Council to accord approval for Construction of underground multilevel car parking at Khan Market, New Delhi.

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.

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. 05 (L-25)

Copy of Reso. No. 05(L-25)  
of  
Council's Ordinary Meeting  
Date: 30.11.2016

## 1. Name of the Subject:

Status report in respect of Hotel Taj Mansingh.

## 2. Name of the Department:

Estate-I Department

## 3. Brief History of the Subject:

After dismissal of CS (OS) No.651/2013 by Hon'ble High Court, Indian Hotels Company Ltd.(IHCL) appealed before the Hon'ble High Court vide RFA No. 67/2016. This issue was brought before the Council and the Council vide its resolution taken in the special meeting vide No. 06/2016-17 held on 9.9.2016 decided as under:-

*"The Council while keeping in consideration the fact that (a) the matter is of commercial nature and involves public interest, and (b) RFA No. 67 of 2016 against the judgment and decree dated 05.09.2016 in CS (OS) 651/2013 in High Court of Delhi is listed for 15<sup>th</sup> September, 2016 i.e. after only two working days, resolved that Ld. ASG may be instructed to :*

*(i) request the division bench of the Hon'ble High Court of Delhi to reject, at the admission stage, the appeal RFA No. 67 of 2016 against the judgment and decree dated 05.09.2016 in CS (OS) No. 651 of 2013 in High Court of Delhi in the matter of Hotel Taj Mansingh*

*(ii) oppose stay on the judgment and decree dated 05.09.2016 and*

*(iii) argue on the basis of findings of the Single Bench of Hon'ble High Court of Delhi in favour of NDMC and the submissions made by the NDMC before the Single Bench of Hon'ble High Court of Delhi."*

## 4. Current developments:

4.1 The appeal filed by IHCL before the division bench of Hon'ble High Court vide RFA No. 67/2016 was dismissed by the Hon'ble High Court vide its judgment dated 27.10.2016 and the concluding paras of the said judgment are as under :-

*"To put it pithily, IHCL has no right under the licence for a renewal thereof and therefore no further issue needs to be considered and decided. Further, keeping in view clause II(2) of the License Deed as interpreted*



*by us hereinabove, while considering the request (sans a right) from IHCL to renew the licence, the NDMC would be bound to secure the price which would be fetched at a fair competition and the fair competition would be the one contemplated by the Supreme Court in Centre for Public Interest Litigation case (supra) i.e. an auction. It being settled law as per said judgment that unless there is a social or a welfare purpose or any other public interest which is served an asset held for the benefit of the public, if commercially exploited should be by way of an auction or an open competitive bidding because it would then fetch the maximum revenue.*

*"As regards contention of IHCL that even if the fair consideration is determined at a public auction it must be with right of first refusal to it, it overlooks that such a negative stipulation qua the right of the highest bidder would obviously have an adverse impact on the bid amount for the reason the right of the highest bidder would be subject to a right created in favour of IHCL and common sense and logic dictates that why would a person bid for something which he is told is to be his subject to somebody else not matching his bid price. 60. The appeal is accordingly dismissed but without any order as to costs."*

4.2 Subsequent to the decision of the Division Bench of Hon'ble High Court, NDMC has written to IHCL vide its letter dated 02.11.2016 to clear all applicable dues and handover the possession of the property "immediately".

5. Other Council Resolutions:

The Council in its meeting held on 03.11.2016 has noted the information and in the said meeting resolved as under:

*"Information noted.*

*The Council resolved that the concerned Department shall:*

- (i) take necessary action for finalization of tender documents in accordance with the earlier Council's decisions through SBICAPs for the purpose of auction of the said premises;*
- (ii) take necessary action to defend the interests of NDMC in the Hon'ble Supreme Court, in case any SLP is filed by IHCL before the Apex Court.*
- (iii) recover dues, if any, from IHCL."*

6. Appeal before Supreme Court:

IHCL filed on appeal before the Hon'ble Supreme Court vide SLP No. 33397/2016. The Hon'ble Supreme Court heard this SLP on 21.11.2016 and after extensive arguments passed the following orders (Copy enclosed at Annexure-I, see page 29):

*"List on 10.1.2017(NMD).*

*The status quo, as on today, shall be maintained by the Parties until further orders."*

7. Recommendations:

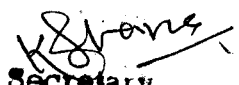
Council may take note of the above developments, and may resolve to request the Ld. Additional Solicitor General to take all necessary steps to get the stay order dated 21.10.2016 passed by Hon'ble Supreme Court in SLP(Civil) No.33397/2016 vacated, and get the said SLP dismissed at the earliest.

**COUNCIL'S DECISION**

Information noted.

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.

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.47

COURT NO.7

SECTION XIV

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s). 33397/2016

(Arising out of impugned final judgment and order dated 27/10/2016 in RFA No. 67/2016 passed by the High Court of Delhi at New Delhi)

THE INDIAN HOTELS COMPANY LTD

Petitioner(s)

VERSUS

NEW DELHI MUNICIPAL COUNCIL

Respondent(s)

(with appln. (s) for exemption from filing c/c of the impugned judgment and permission to file lengthy list of dates and permission to place addl. documents on record and interim relief)

Date : 21/11/2016 This petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE PINAKI CHANDRA GHOSE  
HON'BLE MR. JUSTICE UDAY UMESH LALIT

For Petitioner(s) Mr. H.N. Salve, Sr. Adv.  
Mr. Mahesh Agarwal, Adv.  
Mr. Rishi Agrawal, Adv.  
Mr. Ankur Saigal, Adv.  
Mr. Abhinav Aggarwal, Adv.  
Mr. Karan Luthra, Adv.  
Mr. E. C. Agrawala, Adv.

For Respondent(s) Mr. Sanjay Jain, Sr. Adv.  
Mr. Akshay Makhija, Adv.  
Mr. Yoginder Handoo, Adv.  
Mr. Nishant Kumar, Adv.

UPON hearing the counsel the Court made the following  
O R D E R

List on 10.01.2017 (NMD).

The status quo, as on today, shall be maintained by the parties until further orders."

Signature Not Verified

Digitally signed by  
RAJNI MUKHI  
Date: 2016.11.22  
15:38:07 IST  
Reason:

(RAJNI MUKHI)  
Sr. P.A.

(SNEH LATA SHARMA)  
COURT MASTER

41  
17/6/1

**ITEM NO. 06 (L-26)**

Copy of Reso. No. 06 (L-26)

Council: Ordinary Meeting  
30-11-2016

1. **Name of the Subject:**  
e-Auctioning of Property situated at 1, Janpath earlier known as Hotel Asian International.
2. **Name of the Department:**  
Estate Department-I
3. **Brief History:**
  - 3.1.1 The property was transferred from L&DO to NDMC in the year 1938. There were five old shops which had outlived their lives, so, it was decided by Civil-II Deptt. to demolish those shops so as to provide cheap clean and convenient lodging for young visitors to the capital. Accordingly, plan for construction of an Eight storied building/youth hostel including basement was prepared by the Chief Architect. Preliminary estimate amounting to Rs. 17.42 Lac was prepared and approved by the committee vide Reso. No. 5 dt. 31.5.1975. The approval for same was received from Local Self-Government(LSG) vide letter dt. F3(30)/74-LSG dt. 5.5.1975. Accordingly, construction work was awarded to M/s. Kailash Nath and Associate at the lump-sum amount of Rs.13.25 Lac with a stipulated period of completion of one year. During the construction of the above project certain disputes regarding the occupation of land in small portion of ramp leading to the basement of the building were raised by L&DO stating the land belongs to them. In order to complete the work in time a meeting between officials of NDMC, Hotel Janpath and ITDC was arranged and it was decided that to complete the construction of ramp, a portion equivalent could be given to Hotel Janpath if it was mutually agreed. The matter was taken up with L&DO but decision arrived at is not available in the file. The work got completed in time i.e. on 1.4.1977 at a cost of Rs.13.25 Lac. During the same time, the decision for giving the building of Youth Hostel to M/s. Girdhar Bhagat & Co. at a monthly licence of Rs.35,550/- had been finalized. Completion certificate was issued by CA Branch on 22.4.1977. The possession of the building was taken over by M/s. Girdhar Bhagat & Co. on 11.5.1977. The licence deed between New Delhi Municipal Committee & Hotel Asian International was made on 8.5.1987. The term of license of M/s. Hotel Asian International expired on 10.05.2007. Accordingly, it was informed to the company that the license has not been renewed and company was requested to handover the premises to concerned Executive Engineer in peaceful manner by 10.05.2007. Subsequently, a sub-committee was constituted comprising of F.A, C.V.O., Advisor (L&R) and Director (Estate). The said Committee met on 14.06.2007 and

10.07.2007 and decided that NDMC (the licensor) may offer a rate of Rs. 169/- sq.ft. per month to the company.

- 3.1.2 Since the licensee neither agreed to the proposal of the licensor nor handed over the physical possession of the said premises, therefore, NDMC, as the licensor filed the application before the Court of Estate Officer under section 5 & 7 of Public Premises (Eviction of unauthorized Occupant and recovery of municipal dues ) Act, 1971 with the prayer for directions to the licensee to pay future interest on the entire arrears of license fee/damages till the same are finally squared up.
- 3.1.3 Subsequently, the Estate Officer, vide its order dated 04.02.2013 set aside the demand of petitioner i.e. NDMC to fix the licence fee @ Rs. 169/- per sqft. per month and also ordered to consider the license deed for renewal for period of 30 years from the date of its expiry.
- 3.1. On the examination of the said order dated 04.02.2013, it was observed that the Estate Officer passed the order beyond its jurisdiction and accordingly, immediate action was required for filing appeal in the relevant Court.

### 3.2 Legal History:

- (i) NDMC filed a review application before Estate Officer for setting out the facts leading to the passing of the order dated 04-02-13. The Ld. EO vide its order dated 23-12-13 allowed the service of application, holding that order dated 04-02-13 was not on order within PP Act 1971.
- (ii) M/S Girdhar Bhagat & Company challenged the said order by means of Writ Petition(Civil) No. 363 of 2014 in the High Court. The Honourable Single Judge passed the judgment on 21-01-2014 holding that order passed by Estate Officer on 23-12-2013 is without substance and needs to be rejected.
- (iii) NDMC challenged the said judgement by filing & LPA No 498/2014 in High Court of Delhi. The division bench vide its order dated 10-10-2014 permitted the NDMC to withdraw with LPA observing that the NDMC would challenge the jurisdiction of the Estate Office in a separate writ petition.
- (iv) M/S Girdhar Bhagat & Company filed another Writ Petition 6859/2013 before Hon'ble High Court seeking directions for NDMC to accept the licence fee in terms of order of the Estate Officer dated 04-02-2013, i.e. to fix the licence fee on lump sum basis for the next 30 years w.e.f. 10-05-2007 with increase @ 9% biennially. The Writ Petition was allowed vide order dated 06-05-14 wherein NDMC was directed to accept the licence fee tendered by the petitioner in terms of the order dated 04.2.2013 passed by the Estate Officer of the NDMC in respect of the Suit premises. Since the amount to be deposited is substantial and slightly more than Rs. 2

Crores, M/S Girdhar Bhagat & Company was allowed to deposit the licence fee within 6 weeks from the passing of the order.

- (v) By way of LPA No. 725/2014NDMC, challenged the judgment dated 06-05-14 passed in WP(C ) No. 6859/2013. Order in said LPA was passed on 03-11-2014 wherein Hon'ble Court directed NDMC to file an affidavit explaining:
  - (a) Delay of more than 110 days in filing appeal.
  - (b) Licence fee collected by the NDMC from M/S Girdhar Bhagat & Company w.e.f.10-05-2007 to 03-11-2014.
  - (c) Basis of fixing up of reserve price of said property @169 per sq.ft.
  - (d) whether any proceeding have been initiated against officers and legal persons responsible for languishing the proceedings for nearly six years
  - (e) Whether any proceeding has been initiated against Estate Officers who passed prima facie illegal order dated 04-02-2013.
- (vi) WP(C) No.8358/2014: BK BHAGAT VS. NDMC: By order dated 30.1.2015 passed by Hon'ble Single Bench of the Hon'ble Delhi High Court, liberty was given to defendant i.e. NDMC to challenge the order dated 04.2.2013 passed by the Estate Officer by filing an Appeal under section 9 of the Act and liberty was also given to the plaintiff to get the present suit revived. Matter was disposed off in favour of NDMC.
- (vii) Suit No. 9/15, Tis Hazari Courts: B.K. Bhagat Vs. NDMC: The matter was disposed off. As in the view of the Court plaintiff cannot seek specific performance as prayed. After expiry of the licence, he has no right to remain in possession and, therefore, relief of permanent injunction cannot be granted. His possession is unlawful and he cannot get the declaration as prayed.
- (viii) WP(C ) No. 3417 of 2015: BK BHAGAT V/S NDMC: This petition was filed under section 9 of the PP Act. This writ petition was disposed off and decided in favour of NDMC vide order of the Hon'ble High Court dated 19<sup>th</sup> May 2015.
- (ix) WP(C ) No. 1022/2016: Late BK BHAGAT V/S NDMC: Withdrawn/Writ Petition disposed off as withdrawn by the petitioner vide order dated 05.2.2016.
- (x) PPA No. 20 of 2015: BK BHAGAT V/S NDMC: This petition is filed against the provisions of Section 5 and 7 of the Public Premises Act, 1971. The matter is pending in Saket District court and the next date of hearing 11<sup>th</sup> July 2016.
- (xi) RFA 235/2015: B.K. Bhagat Vs. NDMC

Appeal dismissed as withdrawn with liberty to the appellant to pursue the appeal under section 9 of the PP Act with the clarifications that nothing contained in the impugned order will come in the way of Ld. District Judge considering the appeal on its own merit, but with further clarifications that since the respondent/defendant has not had the opportunity to appeal against the observation, if any, in the impugned order and since the appellant/plaintiff has not answered the query, the same will not constitute *res judicata* or bind the respondent.

4. **Detailed Proposal:**

The process of e-auction of Asian Hotel was initiated way back in January, 2016. The competent authority constituted a committee, comprising of Secretary, Financial Advisor, Advisor (L&R), Director (Estate-I) and Law Officer to finalize the terms and conditions and accordingly make necessary preparation for e-auction of the property. In this context, the legal advise was also obtained from Mrs. Rachana Golcha, Spl. Counsel who stated that there is no impediment for auction, whose advise as under:-

*"This is to bring to your notice that presently there are 2 cases pending in Asian Hotels case i.e. RFA 235 of 2015 in High Court and PPA 20 of 2015 in Patiala House. The arguments were concluded in PPA 20 of 2015. However, the judge has requested the High Court of transfer the matter to some other judge due to some personal reasons. However, High Court has not replied to the request till date."*  
*Notably the Asian Hotel case can be distinguished from other cases as eviction in this case has taken place un PP Act and possession is already with NDMC. Even the High Court in its judgment in WP (C) of 3417 of 2015 has given finding that he is an unauthorized occupant. There is no impediment as possession is already with NDMC and NDMC is at liberty to go ahead with auction of property or renting it for offices as it deems appropriate"*

The terms and conditions were vetted by the Finance Department and finally it was decided to get the e-auction conducted by MSTC. In this regard, a letter was issued to GM, MSTC vide letter dated 28.01.2016. It was also informed that e-auction will be held one week after the pre-bid conference.

The advertisements for pre bid conference and bidding for e-auction of the Tourist Lodge were published in National News Papers namely The Times of India, The Hindustan Times, Navbharat Times & Economic Times 11.3.2016, 15.3.2016 & 03.4.2016.

A pre-bid conference was held on 16.02.2016. One of the participant of prospective bidders had given the submission and stated that the reserve price is impractical as per the written submission dated 16.02.2016. It was reported in the newspaper "Hindustan Times" that e-auction was failed as high fee scares the

bidder. Keeping in view the comments expressed by the prospective bidders in the pre-bid conference, a meeting notice was issued on 29.02.2016 for convening of the committee for revisiting the issues raised by the prospective bidders in the pre-bid conference in 16.02.2016.

- 4.1 The Committee comprising of Secretary, Financial Advisor, Director (Estate-I), Sr. A.O. (DDA) met on 4.03.2016. The committee has deliberated the issue and stated as under:-

*" 3. The committee deliberated the following:-*

- (i) It is noticed that the reserve price of Rs. 364/- per sq. ft. was arrived after comparing this space with the restaurants and other properties like STC building, Chandralok Building etc.*
- (ii) It is noticed that the decision to fix the reserve price in 2007 @ Rs. 169/- sq. ft. was also taken by comparing the properties in and around Janpath.*
- (iii) However, it is noticed that the comparison with properties which are not similar to Tourist Lodge, resulted in fixing exorbitant reserve price. Comparing with restaurant and other Govt. buildings in Janpath, is not appropriate and it is inhibiting the prospective bidders to participate in the auction.*
- (iv) In view of this, the committee unanimously of the view that the base/reserve price should be taken as Rs. 169/- per sq. ft. as was fixed in 2007 because of the following reasons:-*
  - (a) No similar Tourist Lodge rates can be found to draw comparison and fix accordingly.*
  - (b) Comparing with Govt. buildings and restaurants amounts to comparing with incomparable.*
  - (c) The Public Sector Undertaking called MSTC is undertaking the exercise of e-auction and being a third party entity there will be a fair e-auction.*
  - (d) Public e-auctioning shall discern the market value as per section 141(2) of the NDMC Act in a fair manner.*
- 4. The security amount shall be in the form of valid bank guarantee from the date of execution of Licence Deed to the date of expiry of Licence Deed which shall be renewable every 5 years. It shall be duty and liability of the licensor to ensure the validity of valid bank guarantee.*
- 5. It is further clarified that the property is in possession of NDMC and there is no legal bar to handover the possession to the successful bidder, once the successful bidder furnish the bank guarantee for the security and makes the payment of advance license fee as stipulated. However, there is no moratorium for refurbishment and they shall be liable to pay license fee from the date of execution of license deed. The successful bidder will obtain statutory/necessary permissions/NOC from various departments like Delhi Police, Excise Department etc. for respective functions."*

- 4.2 Pursuance to this, a letter was issued on 9.03.2016 to MSTC conveying the conduction of e-auction on 19.03.2016. An advertisement was published on 11.03.2016 in prominent newspapers like Economic Times, Times of India and Navbharat Times (All India Edition). A repeated advertisement was also issued in this context on 15.03.2016.



- 4.3 The e-auction was conducted by MSTC on 19.3.2016. However, the market has not responded to the e-auction conducted by MSTC. Perhaps it has scared the prospective bidders to participate. Accordingly, the committee has met again on 1.4.2016 and issued the minutes as under:

"1. NDMC has advertised through M/s MSTC which is a Public Sector undertaking for public e-auctioning of a property (Tourist Lodge) situated at the crossing of Janpath Lane and Ashoka Road. In this context, the pre-bid meeting was held on 16.02.2016. The participants have raised various issues mostly relating to exorbitant reserve price. In this context, the competent authority has decided that the committee of Secretary, FA, Director (Estate-I), Dy L&DO and Sr. A.O. (DDA) would review this issue.

2. The committee met on 4.03.2016 and revised its reserve price along with other clarifications vide minutes dated 4.03.2016. Thereafter vide advertisement given on all India basis in Times of India, Navbharat Times and Economic Times. The repeat advertisement was also issued regarding the e-auction. However, the market has not responded to the e-auction conducted by MSTC that was held on 19.03.2016. This has necessitated to re-examine the issue of reserve price and other terms and conditions.

3. In this regard, the committee has met on 1.04.2016 and recommended as under:-

- (i) The reserve price may be reduced to 50% of 28.73 lakhs i.e. Rs. 14.40 lakhs (round off to Rs. 14.40 lakhs) because of following reasons:-
  - a) Since the auction is being conducted by outside agency i.e. MSTC which is a central PSU.
  - (b) Since reduction of reserve price will encourage the prospective bidders to participate and ultimately discover the real market value.
  - c) Since the market alone can determine the realistic price after failure of the initial auction that was held on 19.03.2016.
- (ii) Apart from this, committee has also deliberated and recommended that refurbishment period may be given up to 6 months so as to encourage participation of good investors. However, the successful bidder has to furnish bank guarantee for such period and the license fee will start countable after 6 months from the date of execution of license deed.

4. The other terms and conditions will remain the same."

Accordingly, re-auction was fixed and MSTC notified the same for 19.04.2016

#### 5. L&DO Issues:

L&DO entered the fray with their letter dated 7.03.2016 wherein it has stated as under :

"It has been brought to the notice of this office that process of auctioning of site of Asian Hotel, Tourist Lodge located at Janpath, New Delhi is being initiated by NDMC. In this connection, it is informed that the said land belongs to L&DO and as per the report of the Technical Section of this office is not such record showing the allotment of this land to NDMC by this office. Therefore, you are instructed not to proceed further in this matter."

Further, L&DO vide its letter dated 13.04.2016, has reiterated their advise of not to proceed with the e-auction.

6. Comments of NDMC with regard to L&DO:

A meeting was called in the office of L&DO on 12.04.2016 wherein the records indicated that the property was handed over to NDMC way back in the year 1938. The old record indicates that this type of disputes has arisen way back in the 1978 year and it is only with regard to the small strip of land. This appears to have been resolved subsequent to this dispute, construction of Tourist Lodge was completed and license was also executed in 1977 and after 10 years again executed in 1987. On both the occasions, NDMC is a licensor.

All these years, NDMC has received the license fee as a licensor. Apart from this, on two occasions while fixing the reserve price, Dy. L&DO while participating in the meeting, has never raised the issue of ownership. Besides this, L&DO was not a party to the litigation at any time before the court. It may also be noted that L&DO have not raised any objections in respect of the earlier auction that was conducted by MSTC on 19.03.2016.

6.1 In this context, may refer to petition filed by Sh. Rakesh Bhagat on 4.02.2016 with the following prayer :

- “(i) *Set-aside the Order dated 27.01.2016 passed by Shri Amarnath, Ld. District Judge, Patiala House Courts, New Delhi in Appeal No. 20 of 2015 titled as “B.K. Bhagat Vs. New Delhi Municipal Council.”*
- (ii) *Issue a Writ in the nature of Mandamus or any other Writ/Order or Direction thereby directing the Respondent to maintain Status Quo in respect of premises popularly known as Hotel Asian International near Ashoka Road and JantarMantar Road Crossing, Janpath Lane, New Delhi, which was licensed to the Petitioner.*
- (iii) *Pass such other order(s) or further orders as this Hon’ble Court deems fit and proper in the facts and circumstances of the case, for which act of kindness the Petitioners as in duty bound shall every pray.”*

This was dismissed in the earlier instance.

6.2 Again certain vested interest has come through another route i.e. PIL. The public interest litigation was filed in WPC No. 3154/2016 titled Sh. Kishan Sethi Vs NDMC. It was listed on 8.04.2016 wherein the petitioner has challenged the fixing of reserve price and the condition of moratorium for 6 months. The Hon’ble High Court in the PIL has not granted any stay order. It has merely re-notified it. When such attempts failed to obstruct the e-auction, vested interests tried to create a bias that this auction is being conducted for the benefit of a particular person. It is also being alleged that tender is being quoted to benefit a particular person.

In this context, it is to mention that how an e-auction can ensure benefit to any particular individual. It may also be noted that on three occasions, the advertisement is published in national media in the newspapers like Times of India, Hindustan Times, Navbharat Times and Economic Times. The department feels that with delay in auction of the property, not only earlier occupant may likely to gain advantage in due course of litigation, but also NDMC is losing a substantive revenue due to non-utilization of the property.

## 7. Earlier Council Resolutions:

- 7.1 The entire issue was placed before the Council to take a view as this matter. The Council vide its decision in Resolution No. 17(L-03) dated 26.4.2016 has decided as under:

*"It was enquired as to why the revision of reserve price w.r.t. the said property was not placed before the Council. It was explained by the department that it was done as per policy that has already approved by the Council, with respect to the e-auction of the private properties, in August 2015, vide Resolutions No. 11(L-02) and 12(L-03) dated 28.8.2015.*

*After due deliberations, the Council resolved that:*

- (i) the litigant should not be allowed to take advantage of delay in the e-auctioning.*
- (ii) the department to sort out the dispute at the earliest with Ministry of Urban Development, Government of India in this regard, so that NDMC can take recourse of the e-auctioning of the property.*

- 7.2 Pursuant to the decision of the Council, a meeting was held on 20.5.2016 at Land & Development Officer, Ministry of Urban Development under the chairmanship of Joint Secretary(L&E). Subsequent to the meeting, L&DO, MoUD vide letter dated 20.5.2016 stated as under;

*"With reference to the meeting held in the chamber of Joint Secretary(L&E) today on this subject, it is informed that after verification of the record of L& Development Office(L&DO), the plot near Ashoka Road is shown to be marked to NDMC in the Lay Out Plan of L&DO and thus this piece of land in which the hotel "Asian International" is situated, belongs to NDMC. A Copy of Lay out Plan in this regard is enclosed for information and necessary action at your end."*

- 7.3 The matter regarding e- Auctioning of property situated at 1, Janpath earlier known as Hotel Asian International was placed before the Council in its meeting held on 27.6.2016 and the Council decision states as under:

*"Resolved by the Council that M/s. SBICAPs may be appointed as Transaction Advisor for fixing the reserve price of the property situated at 1, Janpath, New Delhi, on nomination basis, for framing the documents for the purpose of conducting the auction, under Rule 176 of General Financial Rules, 2005. The principle laid down by the Council in the case of property situated at No. 1, Man Singh Road, New Delhi may be followed as far as possible for preparing auction document for e-auctioning of the property. Once the reserve price and terms & conditions of e-auction is finalised, further action may be taken with approval of the Chairperson. The Council*

*authorised the Chairperson, NDMC, to fix remuneration of M/s. SBICAPS for the purpose."*

**SBICAPS Report:**

8. M/s. SBICAPS in its report submitted in September 2016 has concluded as under:

***"4.3 Conclusion***

*The market rent of the property is estimated at Rs.10.20 lakh per month under the Sales Comparison Method and Rs.9.69 lakh per month under Discounted Cash Flow method. The average of the two methods stated above i.e. Rs.9.94 lakh may be considered as the reserve price for the auction of the licence rights of the property so as to encourage wider participation and wider participation may ensure fair price discovery."*

9. Pursuance to the above report, the Estate-I Department has finalized the Terms & Conditions (**Annexure-I, See pages 39 - 42**) and Licence Deed (**Annexure-II, See pages 43 - 71**) in consultation with the Finance Department.

10. **Recommendations of the department:**

Council may kindly approve auction of 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 Department in consultation with Finance Department as annexed above.

11. **Draft Resolution :-**  
To be decided by the Council.

**COUNCIL'S DECISION**

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 Department in consultation with Finance Department as annexed with 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.

*[Signature]*  
For Secretary  
New Delhi Municipal Council  
New Delhi

Annexure-I

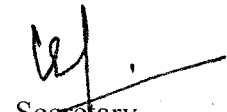
ESTATE-I DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI

**TERMS & CONDITIONS FOR AUCTION OF LICENCE IN RESPECT  
OF 'TOURIST LOGE' NEAR ASHOKA ROAD & JANTAR MANTAR  
ROAD CROSSING, JANPATH LANE, BEHIND JANPATH HOTEL, NEW  
DELHI FOR RUNNING "TOURIST LODGE".**

1. The Licensor [i.e. New Delhi Municipal Council (NDMC)] reserves the right to reject any or all the e-bidders / bids without assigning any reasons.
2. The e-bidder shall furnish an earnest money of the amount equivalent to three times of reserve price for a month (i.e. EMD equal to Rs. 29,04,000/-) in the form of Demand Draft or Bankers Cheque in favour of Secretary, NDMC payable at New Delhi / Delhi.
3. The e-bidder should furnish details regarding financial soundness and credit worthiness of him duly certified by a CA firm which is empanelled with CAG in case of individual bidder. For others, balance sheet duly certified by Auditors is to be submitted.
4. The allotment will be made to the highest e-bidder in e-auction on licence fee payment basis.
5. The earnest money shall be forfeited in favour of the NDMC in case the applicant after participating in auction becomes successful e-bidder withdraws the offer or makes modifications therein or on acceptance of his application fails to complete any of the formalities of the licence within the period stipulated in conditions 6 and 7, and the allotment in such case shall be deemed terminated.
6. The successful e-bidder will be required to deposit equal to six (6) months licence fee as interest free security deposit alongwith; (i) three months' advance licence fee to NDMC, and (ii) three months' Bank Buarantee. The interest free security deposit and three months' advance licence fee shall be accepted only in the form of Demand Draft or Bankers Cheque in favour of Secretary, NDMC payable at New Delhi / Delhi, within a period of 15 days of the receipt of the intimation of acceptance of his offer towards the fulfillment of the contractual obligations. The earnest money deposited by the successful e-bidder alongwith the bid will be adjusted towards the security deposited.

  
Director(Estate-I)

  
Financial Advisor

  
Secretary

7. The successful e-bidder will execute a licence deed on a non-judicial stamp paper within a period of 15 days from the date of depositing the security deposit alongwith two months advance licence fee to Licensor, in the proforma prescribed by the Licensor.
8. The terms and conditions of the licence are given in the attached licence deed in detail, and it is the responsibility of the e-bidder to go through such terms and conditions before participating in this e-auction process. In case of any discrepancy in documents related to the e-auction, the terms and conditions mentioned in the Licence Deed shall have superseding effect.
9. The licence fee will be increased at the rate of ten per cent (10%) every three (3) years, on compounding basis.
10. The Tourist Lodge Building will be licensed for 30 years from the date of commencement of licence deed i.e. the date of taking of possession of building on **'AS IS WHERE IS BASIS'** by the licensee from licensor.
11. No renewal after expiry of license period of thirty (30) years shall be granted. After the expiry of the licence period of thirty (30) years or its sooner determination, the license shall be deemed as terminated.
12. In case of termination, Licensor shall enter into the premises, and in the event of the Licensee not surrendering the vacant possession of the premises within the stipulated period under this deed in a peaceful manner, the licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, recovery of dues as arrears of tax under section 102 of NDMC Act read with section 363 of the Act, disconnection of electricity, water and other utilities/services, and any other action(s) as deemed fit by the licensor.
13. At the time of commencement of licence deed, the licence fee deposited in advance will be adjusted towards the monthly licence fee and after adjustment of the said licence fee, the licensee shall pay the licence fee in advance by the 10<sup>th</sup> of each English Calendar month at the latest.
14. Non-payment of the licence fee within the prescribed period will constitute breach of the terms of licence and shall render the licence liable to be terminated. In the event of the licensee committing default in the ~~payment~~ of the licence fee for any reason, what-so-ever, shall be liable to pay to the licensor monthly compounding interest for the period of default at a rate of 15% per annum on the amount of licence fee and any other dues including interests, the payment of which has been so defaulted. The interest on defaulted amounts shall be payable for full month irrespective of the fact whether default so committed is for the part of the month.

  
Director(Estate-I)


  
Financial Advisor

  
Secretary


15. The Tourist Lodge Building will be licensed on "AS IS WHERE IS BASIS" and the licensee after taking formal occupation of the licensed premises shall not contest thereafter that the licensed premises is not complete in any respect whatsoever. If any change, additions/alterations are necessary, the licensee shall do the same at his own cost after obtaining prior written permission of the licensor and the liabilities for the payment of licence fee shall not be affected.
16. There shall be a moratorium period for payment of license fee for a period of three months from the date of signing of the licence deed for the purpose of refurbishment and during such three months periods no licence fee will be charged from the licensee.
17. The licensee shall use the licensed premises for the purposes of running "Tourist Lodge" of acceptable standard together with related facilities and business appurtenant thereto, which complies with the terms and conditions of the licence, and applicable Master Plan of Delhi and Building Bye-Laws, for the convenience and benefit of the tourist occupants of the Tourist Lodge. The basement shall be used by the licensee for storage purposes only, and keeping machineries related with utilities like electricity, water supply etc. The Electric sub-station to be run in the basement shall remain in occupation of the licensor. The licensee shall not use the said Tourist Lodge for any other purpose whatsoever except what has been detailed in this para, and permissible under Master Plan of Delhi and Building Bye-Laws, as amended from time to time.
18. Preparation of articles of food would be done in kitchen area only after getting a health license from the competent authority, and dish washing would be done only in the kitchen area & nowhere else.
19. The licensee shall run the Tourist Lodge himself. However, the licensee may run the shops, restaurants, limited open space car/two-wheeler parking, earmarked for such purposes as mentioned in Para 17 above, himself or allow temporarily such sub-licensee for a period terminating with the period of the licence deed or its termination at any stage, or any period earlier. Trades in the shops shall be the trades as may be permitted by the licensor. The licensee shall be further responsible for the conduct of the various sub-licensees and observance of rules and regulations etc. The licensees shall be further responsible to answer that the sub-licensees quit the premises on the expiry or sooner termination of the licence that may be accorded. The sub-licensees shall not get any right over and above the rights and privileges of the licence. The licensee shall furnish to the licensor the names of sub-licensees in the Tourist Lodge Building from time to time & the terms of licence of sub-licensees shall be got approved from the licensor in writing before executing the same.


  
Director (Estate-I)

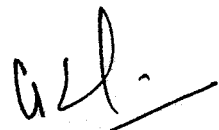
  
Financial Advisor

  
Secretary

20. Save as provided in the preceding paras, the licensee during the tenure of this license shall not sublet/transfer/ assign or part with the building or any portion thereof permanently or temporarily to anybody else nor shall be allowed to take any person/persons to occupy the premises or to use any part thereof save with the prior permission in writing of the licensor.
21. The licensee shall be bound to abide by all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, including the provisions of the New Delhi Municipal Council Act, 1994 (44 of 1994) and the rules, regulations, bye-laws, orders, etc. made under them, as amended from time to time.
22. Any individual/ partnership firm and company registered under Companies Act, 1965 or Companies Act, 2013 are eligible to participate in the e-Auction. Regarding partnership and Company, they should be subsisting for the last 3 years prior to the date of auction.
23. The prospective e-Auctioneers/bidders should not be debarred/blacklisted by any Government/Public sector undertaking/ Local Bodies or any other statutory authority.
24. The participants should also furnish Income Tax returns for the last 3 financial years.
25. The participants should have at least average turnover of Rs.6 Crores in the last three years.

  
Director (Estate-I)

  
Financial Advisor

  
Secretary



ESTATE-I DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI

CHAPTER: 1License Deed

License Deed No. \_\_\_\_\_ of Year \_\_\_\_\_

This License Deed is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi between:

New Delhi Municipal Council (NDMC), established under the NDMC Act 1994, having its office at Palika Kendra, Sansad Marg, New Delhi-110 001 (hereinafter called the 'licensor' which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, assignees and nominees), being party of the **First Part**.

AND

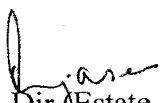
\_\_\_\_\_ (hereinafter called the 'licensee' which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executives, successors, administrative assignees through its Authorized Signatory \_\_\_\_\_, who is/are duly authorized to execute this deed) being party of the **Second Part**.


WHEREAS

The Licensor owns and is in possession of a six storied Tourist Lodge building known as 'Asian Hotel' comprising of basement, ground and six floors constructed on a plot of land situated near Ashoka Road & JantarMantar Road Crossing, Janpath Lane, Behind Janpath Hotel, New Delhi (hereinafter called the '**Tourist Lodge**').


Licensor has agreed to provide to the Licensee, the Licensing Rights of said premises (pre identified by NDMC on the basis of highest bid received through e-auction) on "AS IS WHERE IS BASIS", on payment of License Fee and other charges to NDMC on the terms and conditions hereunder contained in this License Deed.

The NDMC has agreed to grant License for use of Tourist Lodge with covered area measuring 17,000sq. ft. (Seventeen Thousand square feet) at Rs. \_\_\_\_\_ per month to the licensee near Ashoka Road & JantarMantar Road Crossing, Janpath Lane, Behind Janpath Hotel, New Delhi to the Licensee particularly described in the first schedule annexed to the license deed alongwith the fitting and fixtures therein for a period of thirty years w.e.f. \_\_\_\_\_ (date of possession), for running a Tourist Lodge.

  
Dir. (Estate-I)

  
Dir. (Accounts)

  
Financial Advisor

  
Secretary

NOW THEREFORE, in lieu of the mutual promise and consideration set out herein Licensor/NDMC and the Licensee (hereinafter collectively called "Parties") witnessed and hereby agree as follows:

The Licensee hereby covenants as follows: -

- i) Licensee irrevocably agrees to make all payments including License Fee as per this licence deed every month in advance, without delay or demur, without waiting for any formal advice from NDMC in this regard.
- ii) The Licensee confirms having examined the licensed premises and fully understands and comprehends the requirements of the Tourist Lodge being taken on license. The Licensee also confirms full satisfaction as to the viability of licensing the Tourist Lodge and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee also confirms having made independent assessment of taking the said premises on License and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to NDMC under this licence deed.

That LICENSOR and LICENSEE represent and warrant that they are empowered, authorized and able enter into this license deed which comprises of ten chapters and three annexures.

In witness whereof the parties hereto have caused this license deed to be signed in their respective hands as of the day and year first before written.

This license deed has 10 chapters, dealing with Definitions (Chapter: 2); Grant of License (Chapter: 3); Addition/Alternation to the Tourist Lodge (Chapter: 4); Licensee's Obligations (Chapter: 5); Indemnity and Insurance (Chapter: 6); Force Majeure (Chapter: 7), Breaches/Surrender/Termination of License Deed (Chapter: 8); Representations and Warranties (Chapter: 9); Miscellaneous (Chapter: 10) and 3 Annexures dealing with the details of Tourist Lodge proposed for leasing (Annexure-I); Handing over Note (Annexure-II) and Taking over Note (Annexure-III).

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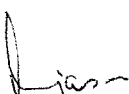
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FOR AND ON BEHALF OF LICENSOR  
(NEW DELHI MUNICIPAL COUNCIL)

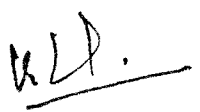
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Authorized Signatory  
FOR AND ON BEHALF OF LICENSEE

  
Dir.(Estate-I)

  
Dir.(Accounts)

  
Financial Advisor

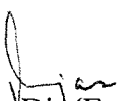
  
Secretary


**CHAPTER: 2****DEFINITIONS**

- i) "Licence Deed"/Indenture means the Licence Deed dated \_\_\_\_\_ executed between NDMC and the \_\_\_\_\_ in the format approved by NDMC on the terms and conditions mutually agreed to by both the parties and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- ii) "Applicable Laws" means all laws, brought into force and effect by Government of India, State Governments, local bodies and statutory agencies and rules, bye-laws, regulations, notifications, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, issued by them from time to time.
- iii) "Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the "Tourist Lodge" during the subsistence of this Licence Deed.
- iv) "**AS IS WHERE IS BASIS**" means LICENSEE shall be licensed the said Tourist Lodge, equipments, installations, fittings and fixtures on "as is where is basis" and the LICENSEE shall not make any additions or alterations in the Tourist Lodge, installations including electric installations and wiring without the prior permission of NDMC in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the Tourist Lodge rather LICENSEE shall be required to hand over the Tourist Lodge in original condition at the end of license period.
- v) "Change in Law" means the occurrence or coming into force of any of the following after the date of signing this Licence Deed:
- a) The enactment of any new Indian law;
  - b) The repeal, modification or re-enactment of any existing Indian law;
  - c) Any change in the rate of any Tax;

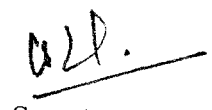
Provided that Change in Law shall not include:

- i. Coming into effect after the date of signing this Licence Deed of any provision of a statute which is already in place as of the date of signing this Licence Deed;(or)
- ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Licence Deed, which is a matter of public knowledge.
- vi) "Commencement Date or Handover Date" means the date on which the Tourist Lodge is handed over by NDMC to the Selected Bidder, in accordance with the terms of this Licence Deed.


  
Dir.(Estate-I)


  
Dir.(Accounts)

  
Financial Advisor


  
Secretary

- vii) "Damages" shall mean any claim of NDMC against the Licensee for breach of this Licence Deed, including but not limited to, losses, dues, arrears etc. against which NDMC shall be entitled to claim and adjust the interest free Security Deposit.
- viii) "NDMC" means New Delhi Municipal Council established under the New Delhi Municipal Council Act 1994.
- ix) "Interest Free Security Deposit" means interest free amount to be deposited by the Licensee with NDMC as per terms and conditions of License Deed as a security against observance of License Deed and the payment of all dues as per terms and conditions of the License Deed.
- x) "License" means the licensing rights granted by Licensor/NDMC to the \_\_\_\_\_ for use of licensed premises as Tourist Lodge(excluding banned list of usage of premises inside the Tourist Lodge), based on the terms and conditions of the License Deed.
- xi) "Licensee" means the \_\_\_\_\_, who has executed the license deed with NDMC for use of the said premises as Tourist Lodge(excluding banned list of usage of premises inside the Tourist Lodge), based on the terms and conditions of the License Deed.
- xii) "License Fee" means the monthly amount payable by the licensee to NDMC as per rates decided by the NDMC, the Licensor and agreed to by \_\_\_\_\_, the Licensee, for use of the said premises as Tourist Lodge, as per the terms and conditions of the License Deed.
- xiii) "License Period" means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Licence Deed.
- xiv) "Tourist Lodge" means the specified premises commonly known as 'Asian Hotel' situated near Ashoka Road & JantarMantar Road Crossing, Janpath Lane, Behind Janpath Hotel, New Delhi handed over by NDMC to the licensee for use as Tourist Lodge, under and in accordance with this License Deed.
- xv) "Licensor" means the New Delhi Municipal Council (NDMC)
- xvi) "Permits" shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- xvii) "Tax" means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.
- xviii) "Termination" means termination of this Licence Deed by efflux of time or sooner determination in accordance with the provisions of this License Deed.
- xix) "Termination Date" means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Licence Deed whichever is earlier.
- xx) "Terms and conditions" :- The terms and condition of the auction and the same shall form part of this license deed as applicable.

  
Dir.(Estate-I)

  
Dir.(Accounts)

  
Financial Advisor

  
Secretary

**GRANT OF LICENSE**

3.1 There is as Tourist Lodge with a total area of 17,000 sq. ft. commonly known as 'Asian Hotel' situated near Ashoka Road & JantarMantar Road Crossing, Janpath Lane, Behind Janpath Hotel, New Delhi which has been provided for licensing rights as detailed in Annexure-I.

3.2 The vacant Tourist Lodge, as mentioned in Annexure-I, has been/shall be handed over within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance.


3.3 Area of Tourist Lodge specified in Annexure-I are approximate. Actual Tourist Lodge area handed over subsequent to issue of Letter of Acceptance shall be final.

**TERMS AND CONDITIONS OF LICENSE DEED.**

3.4 Now this deed witnesseth that the Licensor in consideration of the aforesaid License do hereby allot the Licensee the said premises as Tourist Lodge for the period ending \_\_\_\_\_ on the following terms & conditions:

- i) That the license shall be for a period of 30(Thirty) financial years and the licence fee will be increased at the rate of ten per cent (10%) every three (3) years, on compounding basis. No renewal after expiry of license period of thirty (30) years shall be granted. After the expiry of the licence period of thirty (30) years or its sooner determination, the license shall be deemed as terminated. In case of termination, Licensor shall enter into the premises, and in the event of the Licensee not surrendering the vacant possession of the premises within the stipulated period under this deed, the licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, recovery of dues as arrears of tax under section 102 of NDMC Act read with section 363 of the Act, disconnection of electricity, water and other utilities/services supply, and any other action(s) as deemed fit by the licensor.
- ii) That the advance licence fee of two months deposited by the licensee in pursuant to clause 3.16 will be adjusted towards the monthly licence fee and adjustment of the advance licence fee, the licensee will pay the license fee in advance by the 10<sup>th</sup> of each English Calendar month at the latest. Non-payment of license within the prescribed date will constitute breach of the terms of the license and shall render the license liable to be revoked. Besides, the licensee shall pay monthly compounding interest @ 15% per annum on the amounts of license fee and other dues payable remaining outstanding beyond the due date. Interest shall continue to accrue till the license fee amount is finally squared up. Such interest shall be charged for the full month if the payment of license fee is not made by the due date with arrears, if any.
- iii) If the license fee hereby reserved or any part thereof shall at any time be in arrears or remain unpaid after the due date or if the licensee at any time fail or neglect to perform or observe any of the terms and conditions herein contained and on their part to be observed and performed then in that event the licensor may without prejudice to his general right of revocation of license as a licensor by giving 10

  
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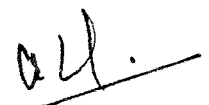
days notice in writing to the licensee determine the license, and re-enter upon the premises in question or any part thereof and the licensee shall upon such determination peacefully give up possession of the premises in question without any right to compensation whatsoever and thereupon this license shall absolutely determine without prejudice to any right to action or remedy of the licensor in respect of any antecedent breach of terms and conditions and covenants on the part of the licensee. That in case license fee, electric charges & maintenance charges, if any, be in arrears shall be recovered as arrears of tax under section 102 of NDMC Act read with section 363 of the Act.

- iv) That save as otherwise provided in clause no. 3.4(vi) and without prejudice to the rights and privileges of the licensor, licensee during the tenure of this license shall not sub-let, transfer, assign or part with the Tourist Lodge or any portion thereof permanently or temporarily to anybody else and shall not introduce any partner and shall not carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate its interest in the premises, and shall not be allowed to take any person to share the accommodation except as Tourist Lodge, without the prior written permission of the licensor, nor shall they be entitled to allow any person to occupy the licensed premises or to use any part thereof save with the prior permission in writing of the licensor.
- v) That the licensee shall use 2nd to 6th floors of the licensed premises for the purposes of running "Tourist Lodge" of acceptable standard together with related facilities and business appurtenant thereto, which complies with the terms and conditions of the licence, and applicable Master Plan of Delhi and Building Bye-Laws, for the convenience and benefit of the tourist occupants of the Tourist Lodge. The First Floor of the Tourist Lodge Building shall be used for running restaurants only. The Ground Floor of the Tourist Lodge building shall be used for running shops for the trades other than dangerous & offensive trades, and limited open space for car/two-wheeler parking for users of the Tourist Lodge Building. The basement shall be used by the licensee for storage purposes only, and keeping machineries related with utilities like water supply etc. The Electric sub-station to be run in the basement shall remain in occupation of the licensor. The licensee shall not use the said Tourist Lodge for any other purpose whatsoever except what has been detailed in this clause, and permissible under Master Plan of Delhi and Building Bye-Laws, as amended from time to time.
- vi) The licensee shall run the Tourist Lodge himself. However, the licensee may run the shops, restaurants, limited open space car/two-wheeler parking, earmarked for such purposes as mentioned in clause 3.4(v) above, himself or allow temporarily such sub-licensee for a period terminating with the period of the licence deed or its termination at any stage, or any period earlier. Trades in the shops shall be the trades as may be permitted by the licensor. The licensee shall be further responsible for the conduct of the various sub-licensees and observance of rules and regulations etc. The licensees shall be further responsible to answer that the sub-licensees quit the premises on the expiry or sooner termination of the licence that may be accorded. The sub-licensees shall not get any right over and above the rights and privileges of the licence. The licensee shall furnish to the licensor the names of sub-licensees in the Tourist Lodge Building from time to time & the terms of licence of sub-licensees shall be got approved from the licensor in writing before executing the same.
- vii) That the licensed premises shall not be used by the licensee for any other purpose except for the purpose of Tourist Lodge for which it is licensed and the licensee shall not be entitled to put up any canteen, shop, stall, counter or any such structure on the Tourist Lodge.

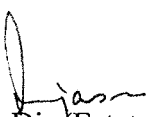
  
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- viii) That the license is revocable for genuine cause at the will of the licensor and does not create or vested any interest of the licensee in the licensed premises. In case the license is revoked before the expiry of the term of license in that event the licensee shall not remove from the licensed premises the furnishings, fittings and fixtures etc. belonging to the licensee of the type removal of which is likely to cause damage to the building and the same shall belong to the licensor on such terms as may be agreed upon between the parties. In case of the fittings/furnishings, the licensee shall remove the same peacefully and restore the Tourist Lodge to the original condition at their own cost.
- ix) That the overall ownership, control and supervision of the premises, alongwith all fittings, fixtures and other installations of immovable type or of the type of removable which is likely to cause damage to the premises, shall at all times remain vested in the licensor and the licensor through its authorized representatives will have the right to inspect the whole or /part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license .
- x) That the licensed premises have been provided with the electrical, sanitary and water supply fittings and the same shall be handed over on 'AS IS WHERE IS BASIS'. The licensee will have to obtain electric and water connections and would get the load for light and power sanctioned in its name after completing all formalities like deposits of the new connections fee etc. and the security and will bear the electric and water consumption charges by itself. The licensee shall not exceed the sanctioned electric load and if any additional load is required by the licensee over and above that what is installed, the same would be sanctioned subject to its feasibility on receipt of such a request and the work of laying cable etc., if necessary, would be got done at their own cost to the satisfaction of the licensor.
- xi) Preparation of articles of food would be done only after getting a health license from the licensor, and dish washing would be done only in the kitchen area & nowhere else.
- xii) The licensee shall not employ or permit to be employed or allow or to enter into or remain in the said premises any person suffering from any contagious, loathsome or infectious disease.
- xiii) That the licensee shall maintain environmental hygiene and proper sanitation of the licensed premises including water closet, toilet etc. during all working hours. In this regard, the decision of the Medical Officer of Health, Licensor NDMC shall be final and binding on the licensee.
- xiv) That the effective day to day maintenance, watch and ward sanitation of licensed premises including attending to no current complaints from meter onward and routine and periodical maintenance of electrical and other installations will be responsibility of the licensee. The licensee shall have to engage adequate number of technicians for effective maintenance. In the event of the failure of the licensee to ~~carry out~~ effective day to day maintenance of the premises to the satisfaction of the licensor or any repair which the licensor may consider should be carried out without delay or loss of time to avoid wastage of water/electricity and damage to the Municipal Property, the responsibility of which is otherwise that of the licensee, the licensor may get the work done on behalf of the licensee and in that event the licensee shall pay to the licensor the cost including departmental charges incurred in this behalf. The licensee shall maintain the electrical installations as per Indian Elect. Rules and shall abide by the provisions of the Electricity Control Act(s) enforced from time to time.

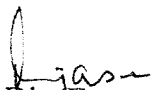
  
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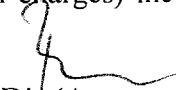
  
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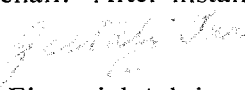
  
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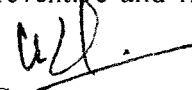
  
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- xv) That the Licensee shall furnish/refurbish and equip the Tourist Lodge at his own cost for the purpose for which it has been licensed according to a reasonable high standard in all respects to run it efficiently and in a businesslike manner.
- xvi) The licensee shall be responsible for running, operation and maintenance of lift, horticulture work and other utilities like water pumping set installed in the Tourist Lodge at his own cost.
- xvii) All other charges in context with regard to the running of Tourist Lodge, including water consumption bills, electricity bills, fees in respect of lift etc. installed in the said Tourist Lodge, etc., shall be payable by the licensee from the date from which the licensee is to be in occupation of the Tourist Lodge till the vacation of the premises.
- xviii) No encroachment of any type on space other than the Tourist Lodge shall be permitted / tolerated, and such activity, if proved, shall be treated as Licensee's Event of Default.
- xix) The licensee shall not do anything in or outside the premises which may be nuisance or may cause annoyance to the neighbours.
- xx) That in the event of the license having been terminated earlier in terms of the relevant clause of the license deed or on expiry, the licensee shall vacate the premises under license in a peaceful manner. The licensee shall also be responsible for making good for damages, losses etc. to the licensed premises, fittings and fixtures noticed by the licensor at the time of vacating the licensed premises by the licensee, except for depreciation arising out of normal wear, tear and usage. The decision of the licensor as to the extent of damages within 30 days of the notice of revocation of the license by the licensor and shall not claim any compensation for any resultant injury thereof.
- xxi) That in case the license is cancelled by the licensor, and/or on expiry of license period, the unauthorized occupant of the premises viz., erstwhile licensee together with all other unauthorized occupants, if any, shall be liable to pay the damages at the rates as may be determined by the licensor. Besides, a monthly compounding interest at the rate of @ 15% per annum shall be payable on the sum calculated as damages, if damage charges as determined by the licensor are not deposited in the Mpl. Treasury by the 10<sup>th</sup> of each Calendar Month.
- xxii) That any communication or notice on behalf of the licensor in relation to the license may be issued to the licensee by an officer of the licensor and all such communications and notices may be served on the licensee either by registered post/ Speed Post or under certificate of posting or by ordinary post or by hand delivery at the last known address of the licensee or by pasting the same at the conspicuous part of the licensed premises shall be deemed to be due service on the licensee even if the said communication is received back undelivered/unserved on any ground whatsoever.
- xxiii) That the licensee shall obtain information and make all arrangements/provisions necessary for fire prevention and fire safety arrangements as may be prescribed by the Chief Fire Officer or any other code/standard practice or any other competent authority in this behalf at his own cost. The licensee shall carry out the work of providing the fire prevention and fire safety measures to the full satisfaction of the Chief Fire Officer, Delhi or any other competent authority in this respect. In the event of the failure of the licensee to do the needful, the licensor may get the work done for and on behalf of the licensee and in that event the licensee shall pay to the licensor the entire costs (including the departmental charges) incurred in this behalf. After installation of the fire preventive and fire

  
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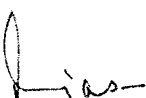
  
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safety equipments in the premises as per the requirements of the Chief Fire Officer, or any other competent authority in this respect, the licensor shall maintain and operate the fire prevention and fire safety arrangements/system in the building. The licensee shall pay the service charges for the services rendered by the licensor for operation and maintenance of the fire prevention and fire safety arrangements on proportionate area basis in addition to the license fee determined for the premises. The non-payment of the service charges on this account shall be treated as breach of terms and conditions of license and shall render the license liable to be revoked/cancelled.

- xxiv) That the licensee shall be bound to abide by all Applicable Laws, including all the provisions of the New Delhi Municipal Council Act, 1994 and rules, regulations, bye-laws made thereunder, from time to time existing or hereafter made or to be enacted or introduced hereafter.
- xxv) Notwithstanding anything contained in any clause heretofore mentioned, the licensor shall have the absolute right at all times to undertake any additional construction to ensure better utilization of the building and to improve its revenue, and the licensor shall not be required to obtain any type of permission, whatsoever, from the licensee for such construction, and the licensee shall not claim any reduction in agreed license fee on this account.
- xxvi) That breach of any of the condition if this Licence Deed will make the license liable to cancellation with immediate effect notwithstanding the provisions contained in condition No.1 hereof and eviction of the licensee besides forfeiture of interest free security deposit on revocation/cancellation of the license. It shall be the duty of the licensee to quit the licensed premises within the time given in the communication issued by the licensor in this respect. In case, the licensee fails to vacate the premises within the stipulated period, the licensor shall be entitled to charge/recover damages at the rates as may be determined by the licensor. In the event of the licensee desirous of surrendering the Tourist Lodge before the expiry of the term of the license, they can do so by giving three months notice in writing terminating their liability on the date of expiry of the said notice or on the date of handing over (as per Annexure-II) the possession of the licensed premises whichever is later, provided the outgoing licensee before handing over the possession clear all the Municipal dues including damages charges, if any. Clearance of the dues will be essential condition for acceptance of the notice. In the event of non-payment of the dues before the date of expiry of notice period, the time taken in clearing the municipal dues will automatically postpone the date of notice period and the period of license in that event will expire on the date of clearing the dues.
- xxvii) That the court of Estate Officer, NDMC, New Delhi, only shall have jurisdiction to entertain any application in respect of any proceedings under this license deed to entertain any suit in connection with this Licence Deed and no other court of any other place shall have jurisdiction to entertain any such application or any suit.
- xxviii) That the licensee shall not call in question or raise any dispute regarding quantum of license fee as agreed to either before the Council or before any Court of law. If the licensee raises such dispute, he shall render his license to be cancelled forthwith.
- xxix) That the breach of any of these conditions will entitle the licensor to cancel the allotment besides forfeiture of security deposited by the licensee and disconnection of electricity and /or water connection and sealing of the premises.

  
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## TENURE OF LICENSE

3.5 Tenure of License Deed shall be for a period of Thirty (30) years w.e.f. \_\_\_\_\_, unless otherwise terminated by NDMC or surrendered by the Licensee, in term of provisions of this Licence Deed. The tenure of License Deed shall commence from the date of handing over of Tourist Lodge.

3.6 If the Licensee is desirous of terminating the license hereby created before expiry of the tenure of Thirty (30) years, the License Deed shall deemed to be terminated on the date mentioned in termination/surrender notice in accordance with the conditions mentioned in this licence deed, subject to confirmation by NDMC. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of NDMC after adjustment of outstanding dues, if any, payable to NDMC. No grace period shall be provided to Licensee in such a case. NDMC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in NDMC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else NDMC will seize their property/goods. NDMC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.

3.7 No partial surrender of the Tourist Lodge which has been handed over to the Licensee by NDMC shall be permissible to the Licensee during the currency of License Deed.

3.8 At the end of License period or determination of this Licence Deed prior to tenure of license period, for any reason whatsoever, all rights given under this License Deed shall cease to have effect and the premises shall revert to NDMC, without any obligation to NDMC to pay or adjust any consideration or other payment to the Licensee.

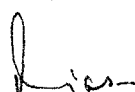
3.9 On completion/ termination of License Deed, the Licensee shall hand over the Tourist Lodge with normal wear & tears. The Licensee shall be allowed to remove their movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the existing structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the Tourist Lodge.

## LICENSE FEE

3.10 The license fee for the Tourist Lodge situated near Ashoka Road & JantarMantar Road Crossing, Janpath Lane, Behind Janpath Hotel, New Delhi measuring 17,000 sq.ft. shall be paid by the Licensee to the NDMC @Rs. \_\_\_\_\_ per month as license fee, inclusive of maintenance charges. Service Tax, and other Central, State and Municipal Taxes, if applicable, as applicable from time to time shall be payable extra by the licensee. Enhancement of license fee at the rate of ten per cent (10%) every three (3) years on compounding basis, will be applicable as provided under clause 3.4(i), for use of the said premises as Tourist Lodge w.e.f. \_\_\_\_\_ (date of possession), for a period of thirty years up to the period ending \_\_\_\_\_.

3.11 The said license fee have been agreed to by both the parties to be increased at the rate of ten per cent (10%) every three (3) years on compounding basis, which shall be final and binding upon the licensee.

3.12 That the Licensee agrees voluntarily and unequivocally to make all payments to NDMC as may be due before the due date, without waiting for any formal bill/advice from NDMC. In the events of non-receipt of any bill, the Licensee agreed to collect the same from the office of authorized representative of the Licensor.

  
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3.13 The account of payment of license fee by Licensee shall be regularly reconciled by NDMC on annual basis.

3.14 Licensee shall periodically advise the details of payment deposited with NDMC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of NDMC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for.

3.15 The Licensee should preferably make payment of advance monthly license fee etc. to NDMC by NEFT procedure of online banking, as per details printed on monthly License Fee bill raised by the Licensor.

#### **Interest Free Security Deposit.**

3.16 Licensee shall pay (i) Interest Free Security Deposit equal to six (6) months of license fee; (ii) Three months advance licence fee, to NDMC and three months Bank Guarantee. The Interest Free Security Deposit and three months' advance licence fee shall be accepted only in the form of Bank Draft / Pay Order. The Bank Draft / Pay Order issued against Interest Free Security Deposit and three months' advance licence fee shall be in favour of Secretary, NDMC payable at New Delhi from a Nationalized Bank or Scheduled Commercial Bank based in India.

3.17 In case of successful completion of the full term of the License period i.e. Thirty (30) years from commencement date of License Deed, Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of NDMC.

3.18 NDMC shall reserve the right for deduction of NDMC dues from Licensee's Interest Free Security Deposit at any stage of Deed i.e. currency/ completion/ termination/ surrender, against –

- a) Any amount imposed as a penalty and adjustment for all losses/damages suffered by NDMC for any non-conformity with the Licence Deed's terms & conditions by the Licensee.
- b) Any amount which NDMC becomes liable to the Government/Third party due to any default of the Licensee or any of its servant/ agent.
- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on their behalf.
- d) Any other outstanding NDMC's dues/ claims, which remain outstanding after completing the course of action as per this License Deed.

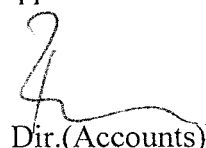
3.19 Once an amount is debited from the Interest Free Security Deposit the Licensee shall replenish the Interest Free Security Deposit to the extent the amount is debited, within 15 days period failing which it shall be treated as a Licensee's event of default and in such case the licence may be revoked/ cancelled by the licensor.

#### **TAXES AND OTHER STATUTORY DUES**

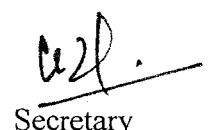
3.20 All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this License. Stamp duty for execution & registration of License Deed shall solely be borne by the Licensee.

3.21 The property tax, if applicable on the property of NDMC, shall be borne by NDMC.

  
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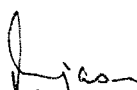
  
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**Addition /Alteration to the Tourist Lodge:**

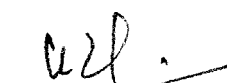
4.1 Licensee shall be permitted to carry out addition & alteration to the Tourist Lodge, renovate the partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, fire protection system, telecommunication system, etc. of Tourist Lodge provided that:

- a) The modification duly adheres to the provision of all Applicable Laws including and in particular the prevalent Master Plan of Delhi and Building Bye Laws and specified guideline/requirements of other competent authorities.
- b) The design and construction work strictly conform to relevant Standard Building Codes and good industry practice.
- c) Any kind of alteration in existing structure which is offered in during auction including creation of wall / glass façade for outer periphery shall be strictly inside the Tourist Lodge.
- d) It shall be the Licensee's sole responsibility to obtain all necessary clearance/approval/sanction from NDMC and other competent authorities for modifications, fire protection system, etc. NDMC shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
- e) Licensee shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of its activities.
- f) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- g) The facilities and works if undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the other users. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.
- h) No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at its own cost.
- i) The Licensee shall strictly comply with the safety procedure, measurement, specification & guidelines for execution of electrical works, approved list of materials. If it is noticed at any stage that licensee has ~~compromised~~ with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the Licence Deed, the penalty per instance as decided by the Licensor shall be imposed upon the Licensee.
- j) The Licensee may deploy security staff at its own cost for the safety of Tourist Lodge.
- k) Licensee shall bear all risk & cost and consequences of refurbishing and renovation without altering structure of the building work in Tourist Lodge.

  
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l) On completion of augmentation work, the Licensee shall furnish "As Built Drawings" of the premises including details of modified services along with all permissions/approvals taken from the concerned departments.

m) The Licensee is expected to apply & obtain all necessary approvals/ permissions and timely to complete all augmentation activities within specified fitment period from taking over (as per Annexure-III) the site. For any delay in completion of work, NDMC shall not be responsible. Three (3) months moratorium period for payment of licence fee will be allowed for refurbishment of the Tourist Lodge. The License Fee shall become chargeable after three months from the date of taking over the possession.

#### 4.2 Operation & Maintenance of Tourist Lodge:

a) Permissible Usage of Tourist Lodge: Licensed Building cannot be put for any activity, except for establishing the Tourist Lodge and activities connected thereto permissible under the Master Plan of Delhi and Building Bye-Laws, as applicable from time to time.

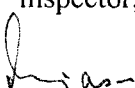
b) Licensee shall be responsible to keep and maintain the said Tourist Lodge building and the entire premises together with fittings, fixture and other installations, including lifts, pumping set and other assets belonging to the licensor in a befitting manner. Licensee shall keep and maintain the Tourist Lodge in neat & clean, safe & sound by maintaining it properly at its own cost during the License Period. Licensee shall bear the cost of day-to-day repairs, annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time or due to planning/constructional defects remained during augmentation of the Tourist Lodge, except Electric Sub-station situated at basement of the Tourist Lodge. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency without violating the plan/bye-laws. Electric sub-station located in the basement shall be maintained and operated by the licensor or its officer/officers, who shall at all time have access to the sub-station without any obstruction or hindrance and the licensee shall not claim any compensation from the licensor for the space occupied for running the sub-stations. The licensor shall be responsible for the maintenance of all Electric installations and appliances upto meter boards.

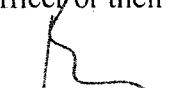
c) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of NDMC electrical inspector/ Engineers authorized representative shall be complied with by the licensee at its own cost.

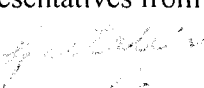
d) Licensee shall ensure that fire detection and suppression measures installed inside their premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee's staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.

e) In case of accident caused due to negligence of the Licensee resulting into injury/ death to employees/ other users/ any person or loss to NDMC's/others property, Licensee shall compensate the loss(es), without prejudice to other actions under this Licence Deed at the sole discretion of NDMC, including termination of Licence Deed.

f) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by NDMC Fire Officer, electrical inspector, Chief Security Officer or their authorized representatives from time to time.

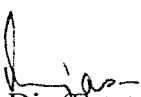
  
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Dir. (Accounts)


  
Financial Advisor


  
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- g) The overall control and supervision of the premises shall remain vested with NDMC who shall have right to inspect the whole or part of the Tourist Lodge as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license deed.
- h) The option to impose fine, penalty, etc. under this License Deed shall be exercised by NDMC official not below the rank of Secretary, NDMC.
- i) It shall be sole responsibility of the Licensee to maintain law and order in its licensed premises. NDMC shall, in no way, will be responsible / accountable of any mishappening in the premises given on license basis to Licensee.

  
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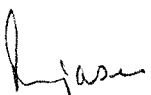
**CHAPTER: 5**

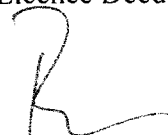
**RIGHTS AND OBLIGATIONS**

**5.1 Licensee's Obligations:**

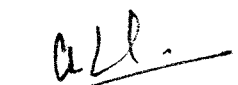
The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this License Deed:

- a) to obtain all Applicable Permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- b) to operate and maintain the Tourist Lodge at all times in conformity with this Licence Deed;
- c) to furnish "As Built Drawings" of the premises with 30 days of completion of augmentation work and get the same approved from Chief Architect, NDMC.
- d) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors etc.;
- e) to take all reasonable steps to protect the environment (both on and off the Licensed structure and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- f) to duly supervise, monitor and control the activities of contractors, agents etc., if any, under their respective License Deeds as may be necessary;
- g) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
- h) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of Tourist Lodge or its assets, or on any rights of the Licensee therein or under this Licence Deed, save and except as expressly permitted in this Licence Deed;
- i) to keep the Tourist Lodge free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to user of the licensed premises.
- j) at all times, to afford access to the Tourist Lodge to the authorised representatives of NDMC, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Tourist Lodge, to inspect the Tourist Lodge and to investigate any matter within their authority and upon reasonable notice; and
- k) to comply with the divestment requirements and hand over the Tourist Lodge to NDMC upon Termination of the Licence Deed;

  
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5.2 The Licensee shall be solely and primarily responsible to NDMC for observance of all the provisions of this License Deed on behalf of its employees and representatives.

5.3 The Licensee shall comply with all rules and regulations under the NDMC Act, 1994, regulations/rules framed thereunder and its amendments from time to time.

5.4 No tenancy/sub-tenancy is being created by NDMC in favour of Licensee under or in pursuance of this Licence Deed and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

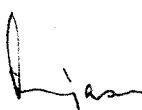
- i) The Licensee shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise.
- ii) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Licence Deed.
- iii) The relationship between NDMC and Licensee under and/or in pursuance of this License Deed is as between Grantor and Grantee. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with any other party.

#### 5.5 Solid Waste:

The Licensee shall have to make its own arrangements for daily disposal of solid waste out of licensed premises at the dumping sites approved by the NDMC to ensure perfect cleanliness. If any solid waste is found disposed off on NDMC land or premises a penalty/fine of Rs.2000/-, as amended from time to time by the Council, shall be imposed by NDMC for each occasion.


#### 5.6 Telephone/Communication Equipments:

NDMC may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at their own cost.

  
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**INDEMNITY AND INSURANCE**

6.1 The Licensee hereby undertakes to indemnify and hold NDMC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities, or any other liability arisen due to this licence deed.

6.2 The Licensee hereby undertakes to indemnify NDMC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

6.3 The Licensee hereby undertakes that NDMC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of their contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified NDMC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

6.4 The Licensee hereby indemnifies NDMC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

6.5 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NDMC against any liability arising in connection with the employment of its personnel in the said premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to NDMC in accordance with its extant policies.

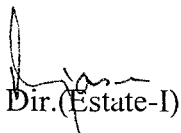
6.6 The Licensee shall indemnify NDMC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.

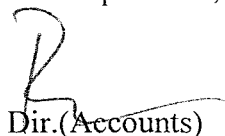
6.7 The Licensee shall indemnify NDMC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or employees or loss to NDMC property.


6.8 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless NDMC, NDMC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

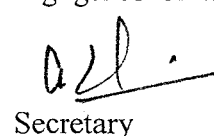
6.9 The Licensee shall indemnify and keep indemnified NDMC for any losses/ penalties on this account levied by any judicial/statutory authorities/courts on the Licensee.

6.10 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NDMC premises, including death or injury caused by the sole negligence of the

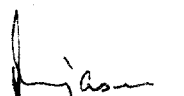
  
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Dir. (Accounts)

  
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Licensee or the Licensee's failure to perform its obligations under the Licence Deed. Upon NDMC's request, the Licensee shall submit to NDMC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensor.

  
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Dir. (Accounts)

  
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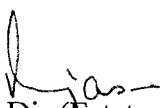
**FORCE MAJEURE**

7.1 Neither NDMC nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Acts of terrorism
- d) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- e) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc.


7.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.

7.3 Occurrence of any Force Majeure shall be notified to the other party within 7 days of such.

  
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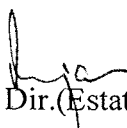
  
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**BREACHES/SURRENDER/TERMINATION OF LICENSE DEED****Surrender of License Deed:**

8.1 No partial surrender of Tourist Lodge or part of the Tourist Lodge which has been handed over to the Licensee by NDMC shall be permissible during the currency of the License Deed.

8.2 Following shall be considered as Material Breach of the License Deed by Licensee resulting in Licensee's Events of Default:

- a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Deed, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to NDMC without any contributory factor of the Licensee.
- b) If the Licensee fails to pay License Fee, utility charges, penalty or Damages herein specified or any other due to be paid by the Licensee to NDMC by the stipulated date.
- c) If the Licensee is in persistent non-compliance of the written instructions of a NDMC officials.
- d) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to NDMC employees/ commuters or loss to NDMC property.
- e) If the Licensee is in violation of any of the other Clauses of License Deed and after two written notices (unless otherwise specifically mentioned therein) from NDMC fails to cure the Default to the satisfaction of NDMC.
- f) If any representation made or warranties given by the Licensee under this Licence Deed is found to be false or misleading.
- g) If the Licensee engaging or knowingly has allowed any of its employees, agents, to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Licence Deed.
- h) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the Tourist Lodge.
- i) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of NDMC, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Licence Deed.
- j) If the Licensee has abandoned the Tourist Lodge.

  
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- k) After six months from the date of possession of the Tourist Lodge, non-usage of the premises for the purpose of Tourist Lodge for a consecutive period of thirty days without any prior written intimation to the NDMC.

#### **Termination of License Deed by NDMC**

8.3 Provided that in the event of application of clauses 8.2 (a), (b) and (k) above, NDMC shall give to the Licensee 15 (fifteen) days time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the NDMC within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedies the default to the satisfaction of the NDMC within the cure period, then NDMC shall be within its rights to disconnect the utility services, including electricity and water supply & terminate the License Deed. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

8.4 If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Deed by the due date, a 15 (fifteen) days Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 15% (fifteen percent) per annum on the amount of license fee payable and other dues remaining outstanding beyond the due date and falling in arrears:

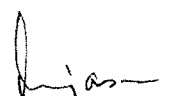
- a) If the Licensee failing to deposit the outstanding License Fee and other dues within 15 (fifteen) days' Cure notice, NDMC shall issue a Termination notice to make payment of outstanding License Fee and other dues within next thirty (30) days.
- b) In the event of Licensee failing to deposit the outstanding License Fee and other dues within fifteen (15) days from the date of issue of termination notice, NDMC shall disconnect all utilities, including electricity and water supply, provided to the Licensee.
- c) In the event of Licensee failing to deposit the dues within thirty (30) days from the date of issue of termination notice, it shall constitute Material Breach of terms of Licence Deed and Licensee's Event of Default under this Licence Deed and shall entitle NDMC to terminate the License Deed as per provisions stipulated in this Chapter.

8.5 On Operational Grounds: NDMC reserves the right to terminate the License Deed by giving three months advance notice on operational grounds. The License Deed shall stand terminated after expiry of three months notice and the Security Deposit be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

8.6 Termination for Force Majeure: The License Deed may be terminated for Force Majeure Reasons as specified in Chapter-7.


#### **Other Terms & Conditions:**

8.7 On termination of License Deed:

  
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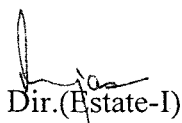
  
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- a) All third party agreements, entered by the Licensee, shall stand terminated with immediate effect;
- b) In case of termination of Licence Deed on account of Licensee's Events of Default, the interest free Security Deposit shall be forfeited in favour of NDMC. Any outstanding dues payable to NDMC shall be adjusted/ recovered from the forfeited interest free Security Deposit. Balance outstanding dues, if remaining after adjustment of outstanding dues from the interest free Security Deposit / Performance Security, shall be recovered from the licensee.
- c) All utilities, including electricity and water supply, shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
- d) A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days.

8.8 On termination of the license deed, the Licensee shall handover the vacant possession of premises to authorized representative of NDMC within 30 days from the date of termination of License Deed, after removal of plants, equipments, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to NDMC structures. The Licensee shall be allowed to remove their movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the Tourist Lodge. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, NDMC reserves the right to deduct/ recover damage charges.

8.9 If the Licensee fails to vacate the premises as above, NDMC shall be free to take any/all of the following action(s) as deemed fit to it.

- (a) NDMC shall levy penal charges at twice the rate of License Fee prevailing on the date of termination of License Deed, after unauthorized occupation beyond the 30 days grace period, to be calculated from the date of termination of the licence deed upto the date of vacation of the premises. Such penal charges shall be paid by the 10<sup>th</sup> of each Calendar month. Such penal charges will be increased at the rate of ten (10) percent every year on compounding basis. A monthly compounding interest @ 15% per annum on the amounts of such penal charges remaining outstanding beyond the due date, and such interest shall continue to accrue till the license fee amount is finally squared up. Such interest shall be charged for the full month if the payment of license fee is not made by the due date with arrears, if any.
- (b) After lapse of this 30 days grace period, NDMC shall take over the goods / property treating at NIL value, even if the premises of goods/property is/are under lock & key; and shall be free to dispose-off these goods/property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit available with NDMC.
- (c) Licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, recovery of dues as arrears of tax under section 102 of NDMC Act read with section 363 of the Act, disconnection of electricity, water and /or other utility services and any other action(s) as deemed fit by the licensor.

  
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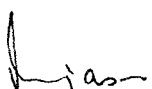
8.10 After vacating the premises, the Licensee shall submit a vacation certificate from the NDMC's authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the NDMC's authorized representative, shall not be accepted.

8.11 The termination of this Licence Deed shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to NDMC including electricity and other utility charges under this Licence Deed without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the NDMC's authorized representative subsequent to termination of License Deed.


8.12 Rights of NDMC on Termination: NDMC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Tourist Lodge.

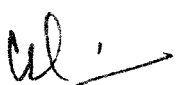
8.13 On termination of Licence Deed, NDMC shall have rights to re-market or to seal/ lock the Tourist Lodge, or to use it as per its requirements.

8.14 In any case, if any of the powers to terminate the licence shall have become exercisable but the same is for any reason not exercised by the Licensor, non-exercise thereof by the Licensor shall not constitute a waiver of any of the conditions and its powers hereof and such powers shall be exercisable in the event of any of the conditions and the power hereof shall be exercisable in the event of any future case of default and the liability of the licensee for past and future defaults shall remain unaffected besides other rights and remedies of the licensor.

  
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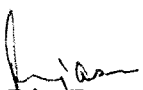
  
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REPRESENTATIONS AND WARRANTIES

9.1 The Licensee represents and warrants to NDMC that -

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this Licence Deed and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Licence Deed;
- d) It has the financial standing and capacity to undertake the commercial utilization of Tourist Lodge;
- e) This Licence Deed constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Breach of the License Deed;
- g) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Breach of the License Deed;
- h) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Breach of the License Deed;
- i) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to NDMC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- j) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NDMC shall not be liable for the same in any manner whatsoever to the Licensee.
- k) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of NDMC. The Licensee shall at all times comply and represent to the staff and labour employed/

  
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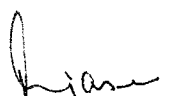



engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

9.2 Obligation to notify change: In the event that any of the representations or warranties made given by the Licensee ceases to be true or stands changed, it shall promptly notify NDMC of the same.

9.3 NDMC covenants:

- a) NDMC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.
- b) NDMC covenants and represents that it has full and complete authority to enter into a license deed under all terms, conditions and provisions set forth in the Licence Deed, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the Licence Deed, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by NDMC or by any other person(s) claiming by, through or under or in trust for NDMC.
- c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the Tourist Lodge throughout the said term without any interruptions by the NDMC or by any person claiming by, through, under or in trust for NDMC.
- d) NDMC shall provide necessary documents pertaining to the property, if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.

  
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**MISCELLANEOUS**

10.1 Licensee shall comply with all Applicable Laws. NDMC shall not be held liable for any change/modification in these laws which adversely affect this deed. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.

10.2 The licensee may name the Tourist Lodge after obtaining prior written approval of the licensor.

**10.3 Signage:**

- (a) The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage should need to confirm to all Applicable Laws. The Licensee shall need to obtain a written approval from NDMC before putting up any form of signage and NDMC reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by NDMC. However, separate space for generic signage may be provided at ground level subject to feasibility. The licensee shall have to display at least one board in Hindi language in front of the Tourist Lodge after obtaining prior written approval from NDMC.
- (b) No advertisement in any format shall be permitted in the Tourist Lodge.

10.4 That the licensee/licensees shall be required to install CCTV/Web cam at strategic location(s) within his/her/their licensed unit, with recording facility of at least 15 days. It will be the responsibility of the licensee/licensees to ensure proper operation and maintenance of the equipment so installed, which will be open for inspection by NDMC authorities and shall be to the satisfaction of such authority as may be intimated.

10.5 **Notices:** NDMC and Licensee voluntarily and unequivocally agrees—

- a) That any notice to be served upon NDMC shall be sufficiently served and given if delivered to—

The Secretary,  
New Delhi Municipal Council,  
3<sup>rd</sup> Floor, Palika Kendra,  
Sansad Marg,  
New Delhi-110 102

- b) That any communication or notice which may be required to be served upon the Licensee under the terms of this License shall be in writing and shall be served and given if delivered by registered post/ Speed Post or ~~under~~ certificate of posting or by ordinary post or by hand delivery at the last known address of the licensee and/or Tourist Lodge or by pasting the same at the conspicuous part of the Tourist Lodge. The communication or notice shall be deemed to be duly served on the licensee even if such notice or communication is received back unserved / undelivered by the India Posts on any ground whatsoever.

- c) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

  
Dir. (Estate-I)

  
Dir. (Accounts)

  
Financial Advisor

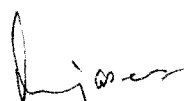
  
Secretary

**Details of Tourist Lodge provided for Licensing:**

Note-1: Areas indicated are approximate. Actual area measured at the time of handing over (as per Annexure-II) shall be final.

Note-2: Tourist Lodge offered for the purpose of Tourist Lodge only on license basis and is available on "as is where is basis".

Note-3: Tourist Lodge can be utilized for any activity except the activities specified in banned list as detailed in Annexure-II.

  
Dir.(Estate-I)

  
Dir.(Accounts)

  
Financial Advisor

  
Secretary

## Handing Over Note

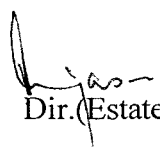
Date: \_\_\_\_ 201...


Tourist Lodge situated near Ashoka Road & Jantar Mantar Road Crossing, Janpath Lane, Behind Janpath Hotel, New Delhi particularly described in the first schedule annexed \_\_\_\_\_ measuring \_\_\_\_\_ Sq.ft., is handed over to the Licensee, \_\_\_\_\_ through Sh/Smt./Ms.....of M/s. ....office at..... on..... (date).....at.....(time), in the presence of \_\_\_\_\_ representatives. Licensee hereby acknowledge the receipt and assumes all responsibility of the above described premises, as provided in the License Deed, from the date and time stated above.

\_\_\_\_\_  
Licensee\_\_\_\_\_  
Licensor

( )

on behalf

  
Dir. (Estate-I)

  
Dir. (Accounts)

  
Financial Advisor

  
Secretary

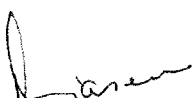
## Taking Over Note


Date: .....2016

Vacant possession of the Tourist Lodge situated near Ashoka Road & Jantar Mantar Road Crossing, Janpath Lane, Behind Janpath Hotel, New Delhi particularly described in the first schedule annexed \_\_\_\_\_ measuring \_\_\_\_\_sq.ft., is taken by the NDMC's Authorized representative on \_\_\_\_\_(Date) \_\_\_\_\_(Time) from the Licensee Through Sh/Smt./Ms.....of Office of Ministry of Corporate Affairs, Govt. Of India, New Delhi, in the presence of \_\_\_\_\_

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Licensor

  
Dir.(Estate-I)

  
Dir.(Accounts)

  
Financial Advisor

  
Secretary

**ITEM NO. 07 (L-27)**

Copy of Reso. No. 07(L-27)  
 of  
 Councils Ordinary Meeting  
 Dated 30-11-2016

**1. Name of the Subject:**

Proposal in respect of property situated at plot no. 37, Bhagat Singh Marg, New Delhi, known as Prominent Hotel (The Connaught).

**2. Name of the Department:**

Estate Department-I

**3. Brief History:****A. Facts:**

- NDMC invited tender for license of Plot No.37, Shaheed Bhagat Singh Marg, New Delhi measuring 0.66 acres for the construction of a youth hostel to meet the requirement of Asian Games in 1982.
- M/s. PSJ Housing Enterprises Pvt. Ltd. submitted the highest bid, which was accepted by NDMC and a licence deed dated 4th November, 1981 was executed by NDMC in favour of M/s. PSJ Housing Enterprises Pvt. Ltd. M/s. PSJ Housing Enterprises Pvt. Ltd. incorporated a public company, M/s. Prominent Hotels Ltd. with the object of taking over the youth hostel.
- On 16th July 1982, NDMC executed a licence deed dated 16th July, 1982 in favour of M/s. Prominent Hotels Ltd.(hereinafter referred as Licensee) for running an international youth hostel for a period of 99 years with effect from 4th November, 1981 subject to increase in licence fee after 33 years.
- The licensee constructed a hotel, instead of a youth hostel, on the licensed plot which was completed in September, 1987.
- In September, 1987, the management of the Licensee changed by the sale of the project by H.R. Sabharwal group to Shri Hari Ram Kakkar, an Afgan national of Indian origin who invested in this project.
- The licence deed provides for a minimum guaranteed annual licence fee of Rs.21,08,040/- or 23% of the annual gross turnover of the licensee, whichever is more, from the date of handing over of the possession i.e. 4th November, 1981.

- Clause 5 of the licence deed dated 16th July, 1982 requires the licensee to furnish the annual audited reports to NDMC to enable the NDMC to calculate the licence fee. However, the licensee defaulted in furnishing the annual audited reports for the year 1991-92 to 1993-94 and therefore, NDMC issued a show cause notice dated 15th June, 1994 to the licensee to show cause why legal action be not initiated for violation/breach of the licence deed in pursuance of which the licensee furnished the annual reports to NDMC, whereupon NDMC computed dues of Rs.3,05,67,355.20 towards the licence fee and interest upto period ending July 1994.
- Vide Show Cause Notice dated 09th September 1994, NDMC called upon the licensee to pay Rs. 3,05,67,355.20 towards the arrears of licence fee and interest upto July, 1994.
- Vide show cause notice dated 23rd December, 1994, NDMC called upon the licensee to show cause as to why the licence be not cancelled on account of non-payment of Rs.3,05,67,355.20.
- On 1st February, 1995, NDMC cancelled the licence due to non-payment of Rs.3,05,67,355.20. Vide letter dated 21st February, 1995, NDMC intimated the cancellation of the licence to the licensee and notified the licensee that their occupation, after the cancellation of the licence, was unauthorized and therefore the licensee should stop the use of the premises.
- NDMC initiated proceedings against the licensee under section 5 and 7 of the Pubic Premises (Eviction of Unauthorized Occupants) Act, 1971 for eviction of the Licensee and recovery of licence fee and damages before the Estate Officer, which are pending.

B. District Court proceedings:

- (I) On 28<sup>th</sup> February, 1995, M/s. Prominent Hotels Ltd. filed a suit for declaration of permanent and mandatory injunction and sought following prayers in the plaint:

*"(i) Pass a decree of declaration declaring that the term and condition in the Licence Deed dated 16.7.1982 that the plaintiff company is liable to pay annual license fee for plot numbered as 37-Shaheed Bhagat Singh Marg, New Delhi at the rate of 23% on the annual gross turnover of the business is unlawful and is null and void abinitio.*

(ii) *Pass a decree of mandatory injunction directing the NDMC to grant to the plaintiff company for the plot of land referred to in para (I) above, a Floor Area Ratio at the rate of 250.*

(iii) *Pass a decree of permanent injunction restraining the defendant NDMC from in any manner interfering, obstructing and otherwise affecting the supply of water, electricity and other amenities provided to the plaintiff's premises at 37, Shaheed Bhagat Singh Marg, New Delhi.*

(iv) *Pass a decree of permanent injunction restraining the defendant NDMC from in any manner re-entering into the plaintiff's premises at 37, Shaheed Bhagat Singh Marg, New Delhi taking any action pursuant to order of cancellation dated 21.2.1995 of Licence Deed dated 16.7.1982."*

- II) NDMC defended the case stating that contentions of the hotel cannot be allowed as the licence of the property is cancelled and the licensee is an unauthorized occupant. Grievance in respect of FAR is misconceived, the licensee is running a hotel instead of a youth hostel and conversion of youth hostel into 4/5 Star hotel was never approved by NDMC. The District Court(Trial Court) decreed the Suit of the Licencee vide judgement dated 22.11.2013 holding therein that the licence deed dated 16.7.1982 cannot be revoked and it is not terminable. Further, the Trial Court had allowed certain incentives on reductions in respect of Gross Turn Over(GTO). Further, the Trial Court declared that Clause 3 of the licence deed dated 16.7.1982 is arbitrary, unreasonable and unjust. Accordingly, the Trial court had given relief to the licensee i.e. Prominent Hotels by setting aside the cancellation order dated 21.2.1995 and directed NDMC to renegotiate the terms particularly clause 3 of the licence deed.

C. High Court proceedings:

- (i) NDMC challenged the judgement dated 22.11.2013 by preferring RFA 78/2014. The Hon'ble High Court of Delhi vide its order dated 11.9.2015 had set-aside the order of the Trial Court and observed as under:

*"9.4.....The licensee has given the highest bid in respect of the licence fee which has been accepted. In that view of the matter, NDMC had no control whatsoever in fixing the licence fee and therefore, the licensee cannot raise any objection with respect to the licence fee fixed on the basis of highest bid.*



*"9.5. In commercial contracts entered into with open eyes, there cannot be variation to the terms of a concluded contract which has already been acted upon....."*

*"9.9. The licensee has become unauthorized occupant after the cancellation/termination of the licence and cannot be permitted to challenge the terms of the licence deed that too when the licensee has derived the benefit from the allotment of the licensed premises for such a long time."*

*"9.13. With respect to the licensee's plea of comparison with other hotels, the licensee is not entitled to any benefit as the allotment was done by the tender and admittedly, there was no discrimination in the bidding process....."*

*"11.1 Section 15 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (hereinafter referred to as "Public Premises Act") bars the jurisdiction of the Civil Court to entertain any suit or proceedings in respect of the eviction of any person, who is in unauthorized occupation of the public premises as well as for recovery of arrears of rent, damages and interest payable by such person."*

*"15. The licence deed dated 16<sup>th</sup> July, 1982 does not suffer from any arbitrariness. Under Section 141(2) of the NDMC Act, NDMC is entitled to adopt a procedure by which it can get maximum return on its properties as held by Supreme Court in Aggarwal & Modi Enterprises Pvt. Ltd V. New Delhi Municipal Council(2007) 8 SCC 75....."*

*"25.8. This is a classic case in which the licensee instituted a frivolous suit in the year 1995 to challenge the terms of the licence deed relating to the payment of licence fee to NDMC and succeeded in obtaining an interim order. The licensee did not lead any evidence despite number of opportunities granted and therefore, the evidence was closed as back as on 10<sup>th</sup> April, 2002 and the case was listed for final arguments. However, the licensee did not let the Court to proceed with the final arguments and kept on filing one frivolous application after the other and in this manner, the licensee dragged the suit for more than 18 years. In the meantime, the NDMC's claims of licence fee which was to the*

tune of Rs.3.5 Crores in 1995 have crossed more than Rs.100 Crores. The licensee's suit was clearly barred by well settled law. However, the licensee misled the learned Trial Court and succeeded in obtaining the impugned judgement in utter disregard of the well settled law and thereby avoided the liability of more than Rs.100 Crores."

"27.11.1. On 12<sup>th</sup> July, 2010, the licensee filed an application for impleading Union of India, L&DO, Ministry of Works and Housing as parties on the ground that the land belonged to the L&DO and NDMC was not the owner of the land in question. This application was dismissed on 24<sup>th</sup> July, 2010 on various grounds, inter alia, that the licensee is stopped from challenging the title of NDMC under section 116 of the Evidence Act.".....

"29.13. Dishonest and unnecessary litigations are a huge strain on the judicial system. The Courts are continued to be flooded with litigation with false and incoherent pleas and tainted evidence led by the parties. The judicial system in the country is choked and such litigants are consuming courts' time for a wrong cause.".....

"30.1. Prayer(i) of the suit seeking declaration of clause 3 of the licence deed dated 16<sup>th</sup> July, 1982 as null and void ab initio, is barred by well settled law laid by the Supreme Court.".....

"30.5. With respect to prayer(ii) of the suit seeking mandatory injunction for increase of FAR from 100 to 250, there was no cause of action in various of licensee and against the NDMC.".....

"30.11 The licensee misled the Trial Court to disregard Section 15 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 to pass a decree restraining the NDMC from re-entering the suit property and taking any action in pursuance of order of cancellation dated 21<sup>st</sup> February, 1995 and for restraining them from disconnecting electricity, water and other amenities."

"31.12. The decree of permanent injunction passed by the Trial Court is hereby set aside."

*"30.27. In view of the clear expression of law recorded in judgements discussed above, without any divergence of view whatsoever, I have no other alternative but to conclude the Licensee's suit for declaration, mandatory and permanent injunction was not maintainable and it amounts to gross abuse and misuse of the process of law. The submissions advanced by learned senior counsel for the licensee asserting the maintainability of the suit are devoid of any merit and are rejected."*

*"30.32 The conclusion arrived at by the Trial Court are nothing but sheer perversity and contradiction in terms. Even common sense, reason and ordinary prudence would commend for rejecting the claim of the licensee."*

*"30.33. The manner in which the Trial court has chosen to decree the suit not only demonstrates perversity of approach, but per se proves flagrant violation of the principles of law. The principles of well settled law are found to have been observed more in their breach."*

*"30.37. For the reasons discussed hereinabove, the appeal is allowed. The licensee's suit was not maintainable. The Trial Court had no jurisdiction in this matter. The impugned judgement and decree are non-est and therefore set aside. The licensee's suit is dismissed with costs of Rs.5,00,000/- to be paid by the licensee to NDMC within two months. All pending applications are disposed of."*

*"30.38. This Court is constrained to hold that the licensee made a false claim, dragged the case for years by filing on application after the other and misled the Court on law as well as facts. The licensee did not puruse the proceedings honestly before the Trial Court."*

*"30.41. The licensee has no respect for truth and has polluted the pure fountain of justice with tainted hands. The licensee has played tricks by delaying the proceedings before the Trial Court for more than 18 years. The licensee has interfered with the administration of justice. This case warrants strict action to be taken. It is a fit case for ordering inquiry or initiating proceedings for contempt of Court. However, the action against the licensee is deferred for two weeks to enable the licensee to introspect and file*

*an undertaking to abide by the terms of the licence deed dated 16<sup>th</sup> July, 1982 and not to resort to any frivolous proceedings/action in future. Since this appeal is being disposed of, the licensee shall file his undertaking before the Writ Court in WP(C )No.1629/2015. In the event of the failure of the licensee to file such an undertaking within two weeks, NDMC is permitted to initiate proceedings for criminal contempt against the licensee."*

*"30.42. The Estate Officer is directed to expedite the proceedings under section 5 and Section 7 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and endeavor to decide the same within six months. The Estate Officer shall not permit the licensee to re-agitate the finding of this Court."*

**D. Special Leave Petition before the Supreme Court:**

An SLP(Nos. 32021-32024/2015) was filed by M/s Prominent Hotels Ltd. challenging the order of Delhi High Court dated 11.9.2015 in RFA No. 78/2014, which was dismissed by the Hon'ble Supreme Court.

**E. Proceedings before the Estate Officer:**

- (i) The proceedings before the Estate Officer were being conducted as per the above directions of the Hon'ble Delhi High Court vide its orders dated 11.9.2015. As per the directions, the proceedings were to be completed on or before 11.3.2016 (i.e. within 6 months from the date of order). Counsel for NDMC Sh. Nilesh Sawhney alongwith Joint Director(Estate-I) represented the matter before the Estate Officer (late) Sh. M.M. Khan. During the course of hearings, the case of NDMC was presented before the Estate Officer keeping in view the above directions of the High Court. However, M/s. Prominent Hotels Ltd. used to seek frequent adjournments on false pretext i.e. on medical grounds of counsel, witness and going out of station etc. The NDMC advocate objected to number of frivolous applications filed by the licensee, referring the deadline given by the Hon'ble Delhi High Court. Various applications were filed by the licensee as an attempt to derail the proceedings so that

the same is not culminated within the stipulated period as directed by the Hon'ble Delhi High Court.

- (ii) Parallely, when the period of 6 months was about to be completed and the order was not passed by the Estate Officer, another order of High Court dated 9.3.2016 was received on the petition of Prominent Hotels wherein the Prominent Hotel tried to delay the matter further. However, the Hon'ble High Court vide its order dated 9.3.2016 had given the direction, which is as under:

*"15. In these circumstances, though disposing of the petition recording the aforesaid, I deem it appropriate to direct the proceedings before the Estate Officer to be taken on a day to day basis and to be positively concluded on or before 31<sup>st</sup> May, 2016. Both parties are directed not to take adjournments before the Estate Officer and the Estate Officer to positively comply with the directions as hereby issued."*

*"16. As far as the plea of the petitioner of the licence fee being determined in accordance with the directions contained in the dicta of this Court in C.J. International Hotels is concerned, all that can be observed is that it will be open to the petitioner to urge all contentions to contend so before the Estate Officer and it will be open to the respondent NDMC to contend that the said plea has already been decided and has attained finality and cannot be reopened now."*

- iii) It has been ensured by the representatives of NDMC before the Estate Officer that all these facts were brought on record of Estate Officer as pleadings and final arguments were addressed by both the parties on 13.5.2016. Parties were directed to file written submissions, if any, latest by 17.5.2016.

**F. Other developments related to the case:**

- (i) The Hon'ble High Court of Delhi vide orders dated 02.2.2015 had granted stay against the order dated 22.11.2013 of the District Court (Tees Hazari). On the advice of NDMC's counsel and the

with the approval of the Competent Authority, NDMC, the electricity/water supply to Prominent Hotel got disconnected on 09.2.2015. Further, the premises of Prominent Hotel (The Connaught) located at 37, Shaheed Bhagat Singh Marg was got sealed on 16.2.2015.

(ii) The property was de-sealed as per orders of Hon'ble High Court of Delhi dated 20.2.2015. The order of the High Court states as under:

*"In the meantime, the respondent(NDMC) is directed to de-seal the premises forthwith to enable the guests of the petitioner and the petition to remove their belongings."*

(iii) A CM(No.19657/2016) was filed by NDMC for clarification of order dated 20.2.2015 to the effect that NDMC is entitled to re-seal the property. The Hon'ble High Court of Delhi vide order dated 20.5.2016 stated and clarified as under:

*"7. According to me, the order dated 20<sup>th</sup> February, 2015 is clearly of temporary de-sealing only and could not possibly have allowed the writ petition itself on that date.*

*"8. Accordingly, it is clarified that the order dated 20<sup>th</sup> February 2015 was of temporary de-sealing only with the property to be re-sealed, as it was prior to the institution of the petition."*

(iv) The case under Public Premises Act 1971 of 'NDMC Vs. Prominent Hotels Ltd.' was assigned to (late) Sh. M.M. Khan, Dy. Law Officer as he was one of the five notified Estate Officers under the PP Act 1971. As per the orders of Delhi High Court dated 11.9.2015 in RFA No. 78/2014, he had to hear and decide the case under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 by 31<sup>st</sup> May 2016. On 13.5.2016, a hearing was taken place before his Court and the parties were given a final chance to give their arguments and submit their written submissions latest by 17.5.2016. M/s. Prominent Hotels, which is dragging the case and not keen to have the matter settled, with ulterior motives had kept on filing vicious litigation both before the Estate Officer as well as before the High Court of Delhi. The department is successful in

preventing its design in Delhi High Court where it had rejected any compromise in the hearing that had taken place on 29<sup>th</sup> April 2016 and 16<sup>th</sup> May 2016. Shri M.M.Khan was shot dead near his residence on 16.05.2016. Delhi Police have cracked the case within 24 hours and arrested Sh. Ramesh Kakkar, Managing Director of Prominent Hotels Ltd.

4. **Present status of the case:**

(i) After receiving the order dated 20.5.2016 of Delhi High Court, the NDMC property at 37, Shaheed Bhagat Singh know as Prominent Hotel was sealed at around 9.00 PM on 20.5.2016 by the NDMC in the presence of Delhi Police.

(ii) Since a Public Sector Bank (Bank of India) was operating from the hotel premises, they had requested a week's time for removing their belonging and documents etc. from the site. The bank was allowed to take out their belongings by temporarily de-sealing the portion of premises from where they were operating. The entire premises was re-sealed on 23.5.2016.

(iii) A Criminal contempt petition has been moved against M/s. Prominent Hotels Ltd. in accordance with the directions of the Hon'ble High Court dated 11.9.2015.

(iv) The case under section 5 & 7 of the PP Act, 1971 for eviction and recovery has been transferred to new Estate officer Sh. Murari Lal Sharma with request to decide the matter at the earliest.

5. **Earlier Council Resolution:**

The Council vide its decision dated 27.6.2016 has taken the following decision:

*"We may request the Council for appointment of M/s. SBICAPS as the Transaction Advisor for fixing the reserve price of the 37, Bhagat Singh Marg, New Delhi on nomination basis and framing the documents for the purpose of conducting the auction under GFR 176. The principle laid down by the Council in the case of No. 1, Man Singh Road, New Delhi property may be followed as far as possible for preparing auction documents in e-auctioning the property. Once the reserve price and terms and conditions of e-auction is finalized by SBICAPS, same would be brought before the Council for approval. Chairman, NDMC may be authorized to fix remuneration of SBICAPS for the purpose."*

## 6. Conclusion of Eviction Proceedings:

There is no legal hurdle to go ahead with the auction process as the subject matter was dismissed by the Hon'ble Supreme Court as stated above. The Estate Officer vide Order dated 05.8.2016 in case no. 8/153/2000/EO has passed the eviction order against the erstwhile licensee M/s. Prominent Hotels Ltd. and thereafter NDMC has taken over the possession of the premises on 31.8.2016. Subsequently, Service Agreement was entered with SBICAPS on 11.11.2016 pursuant to the decision of the Council dated 27.6.2016 for fixing of reserve price of this hotel property. SBICAPS is in the process of fixing the reserve price.

## 7. Recommendations:

NDMC may 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 (Annexure-I, see pages 83 - 85 ) and Licence Deed (Annexure-II, see pages 86 - 116). Draft terms & conditions and Licence Deed was already finalized in consultation with the Finance Department in the context of property situated at 37, Shaheed Bhagat Singh Marg, New Delhi earlier known as Prominent Hotel (The Connaught).

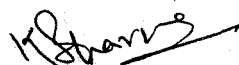
## 8. Draft Resolution

To be decided by the Council.

### COUNCIL'S DECISION

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.

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.**



ESTATE-I DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI

**TERMS & CONDITIONS FOR AUCTION OF LICENCE IN RESPECT OF HOTEL PREMISES SITUATED AT 37, SHAHEED BHAGAT SINGH MARG, NEW DELHI EARLIER KNOWN AS HOTEL 'THE CONNAUGHT'.**

1. The Licensor [i.e. New Delhi Municipal Council (NDMC)] reserves the right to reject any or all the e-bidders / bids without assigning any reasons.
2. The e-bidder shall furnish an earnest money of the amount equivalent to three times of reserve price for a month (i.e. EMD equal to Rs. \_\_\_\_\_ in the form of Demand Draft or Bankers Cheque in favour of Secretary, NDMC payable at New Delhi / Delhi.
3. The e-bidder should furnish details regarding financial soundness and credit worthiness of him duly certified by a CA firm which is empanelled with CAG in case of individual bidder. For others, balance sheet duly certified by Auditors is to be submitted.
4. The allotment will be made to the highest e-bidder in e-auction on licence fee payment basis.
5. The earnest money shall be forfeited in favour of the NDMC in case the applicant after participating in auction becomes successful e-bidder withdraws the offer or makes modifications therein or on acceptance of his application fails to complete any of the formalities of the licence within the period stipulated in conditions 6 and 7, and the allotment in such case shall be deemed terminated.
6. The successful e-bidder will be required to deposit equal to six (6) months licence fee as interest free security deposit alongwith; (i) three months' advance licence fee to NDMC, and (ii) three months' Bank Buarantee. The interest free security deposit and three months' advance licence fee shall be accepted only in the form of Demand Draft or Bankers Cheque in favour of Secretary, NDMC payable at New Delhi / Delhi, within a period of 15 days of the receipt of the intimation of acceptance of his offer towards the fulfillment of the contractual obligations. The earnest money deposited by the successful e-bidder alongwith the bid will be adjusted towards the security deposited.
7. The successful e-bidder will execute a licence deed on a non-judicial stamp paper within a period of 15 days from the date of depositing the security deposit alongwith two months advance licence fee to Licensor, in the proforma prescribed by the Licensor.
8. The terms and conditions of the licence are given in the attached licence deed in detail, and it is the responsibility of the e-bidder to go through such terms and conditions before participating in this e-auction process. In case of any discrepancy in documents related to the e-auction, the terms and conditions mentioned in the Licence Deed shall have superseding effect.
9. The licence fee will be increased at the rate of ten per cent (10%) every three (3) years, on compounding basis.
10. The hotel premises will be licensed for 30 years from the date of commencement of licence deed i.e. the date of taking of possession of building on 'AS IS WHERE IS BASIS' by the licensee from licensor.

11. No renewal after expiry of license period of thirty (30) years shall be granted. After the expiry of the licence period of thirty (30) years or its sooner determination, the license shall be deemed as terminated.
12. In case of termination, Licensor shall enter into the premises, and in the event of the Licensee not surrendering the vacant possession of the premises within the stipulated period under this deed in a peaceful manner, the licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, recovery of dues as arrears of tax under section 102 of NDMC Act read with section 363 of the Act, disconnection of electricity, water and other utilities/services, and any other action(s) as deemed fit by the licensor.
13. At the time of commencement of licence deed, the licence fee deposited in advance will be adjusted towards the monthly licence fee and after adjustment of the said licence fee, the licensee shall pay the licence fee in advance by the 10<sup>th</sup> of each English Calendar month at the latest.
14. Non-payment of the licence fee within the prescribed period will constitute breach of the terms of licence and shall render the licence liable to be terminated. In the event of the licensee committing default in the payment of the licence fee for any reason, what-so-ever, shall be liable to pay to the licensor monthly compounding interest for the period of default at a rate of 15% per annum on the amount of licence fee and any other dues including interests, the payment of which has been so defaulted. The interest on defaulted amounts shall be payable for full month irrespective of the fact whether default so committed is for the part of the month.
15. The hotel premises will be licensed on "AS IS WHERE IS BASIS" and the licensee after taking formal occupation of the licensed premises shall not contest thereafter that the licensed premises is not complete in any respect whatsoever. If any change, additions/alterations are necessary, the licensee shall do the same at his own cost after obtaining prior written permission of the licensor and the liabilities for the payment of licence fee shall not be affected.
16. There shall be a moratorium period for payment of license fee for a period of three months from the date of signing of the licence deed for the purpose of refurbishment and during such three months periods no licence fee will be charged from the licensee.
17. The licensee shall use the licensed premises for the purposes of running "hotel" of acceptable standard together with related facilities and business appurtenant thereto, which complies with the terms and conditions of the licence, and applicable Master Plan of Delhi and Building Bye-Laws, for the convenience and benefit of the tourist occupants of the Hotel. The basement shall be used by the licensee for storage purposes only, and keeping machineries related with utilities like electricity, water supply etc. The Electric sub-station to be run in the basement shall remain in occupation of the licensor. The licensee shall not use the said hotel premises for any other purpose whatsoever except what has been detailed in this para. and permissible under Master Plan of Delhi and Building Bye-Laws, as amended from time to time.
18. Preparation of articles of food would be done in kitchen area only after getting a health license from the competent authority, and dish washing would be done only in the kitchen area & nowhere else.
19. The licensee shall run the hotel himself. However, the licensee may run the shops, restaurants, limited open space car/two-wheeler parking, earmarked for such purposes as mentioned in Para 17 above, himself or allow temporarily such

sub-licensee for a period terminating with the period of the licence deed or its termination at any stage, or any period earlier. Trades in the shops shall be the trades as may be permitted by the licensor. The licensee shall be further responsible for the conduct of the various sub-licensees and observance of rules and regulations etc. The licensees shall be further responsible to answer that the sub-licensees quit the premises on the expiry or sooner termination of the licence that may be accorded. The sub-licensees shall not get any right over and above the rights and privileges of the licence. The licensee shall furnish to the licensor the names of sub-licensees in the hotel premises from time to time & the terms of licence of sub-licensees shall be got approved from the licensor in writing before executing the same.

20. Save as provided in the preceding paras, the licensee during the tenure of this license shall not sublet/transfer/ assign or part with the building or any portion thereof permanently or temporarily to anybody else nor shall be allowed to take any person/persons to occupy the premises or to use any part thereof save with the prior permission in writing of the licensor.
21. The licensee shall be bound to abide by all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, including the provisions of the New Delhi Municipal Council Act, 1994 (44 of 1994) and the rules, regulations, bye-laws, orders, etc. made under them, as amended from time to time.
22. Any individual partnership firm and company registered under Companies Act, 1965 or Companies Act, 2013 are eligible to participate in the e-Auction. Regarding partnership and Company, they should be subsisting for the last 3 years prior to the date of auction.
23. The prospective e-Auctioneers/bidders should not be debarred/blacklisted by any Government/Public sector undertaking/ Local Bodies or any other statutory authority.
24. The participants should also furnish Income Tax returns for the last 3 financial years.
25. The participants should have at least average turnover of Rs.15 Crores in the last three years.

ESTATE-I DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI

CHAPTER: 1License Deed

License Deed No. \_\_\_\_\_ of Year \_\_\_\_\_

This License Deed is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi between:

New Delhi Municipal Council (NDMC), established under the NDMC Act 1994, having its office at Palika Kendra, Sansad Marg, New Delhi-110 001 (hereinafter called the 'licensor' which expression shall, unless repugnant to the context or meaning thereof, mean and include all its successors, assignees and nominees), being party of the **First Part.**

AND

\_\_\_\_\_ (hereinafter called the 'licensee' which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executives, successors, administrative assignees through its Authorized Signatory \_\_\_\_\_, who is/are duly authorized to execute this deed) being party of the **Second Part.**

WHEREAS

The Licensor owns and is in possession of a seven storied hotel premises earlier known as 'The Connaught' comprising of basement, ground and seven floors constructed on a plot of land situated at 37, Shaheed Bhagat Singh Marg, New Delhi (hereinafter called the 'hotel').

Licensor has agreed to provide to the Licensee, the Licensing Rights of said premises (pre identified by NDMC on the basis of highest bid received through e-auction) on "**AS IS WHERE IS BASIS**", on payment of License Fee and other charges to NDMC on the terms and conditions hereunder contained in this License Deed.

The NDMC has agreed to grant License for use of hotel with covered area measuring \_\_\_\_\_ sq. ft. ( ) at Rs. \_\_\_\_\_ per month to the licensee at 37, Shaheed Bhagat Singh Marg, New Delhi to the Licensee particularly described in the first schedule annexed to the license deed alongwith the fitting and fixtures therein for a period of thirty years w.e.f. \_\_\_\_\_ (date of possession), for running a hotel.

NOW THEREFORE, in lieu of the mutual promise and consideration set out herein Licensor/NDMC and the Licensee (hereinafter collectively called "Parties") witnessed and hereby agree as follows:

The Licensee hereby covenants as follows: -

- i) Licensee irrevocably agrees to make all payments including License Fee as per this licence deed every month in advance, without delay or demur, without waiting for any formal advice from NDMC in this regard.
- ii) The Licensee confirms having examined the licensed premises and fully understands and comprehends the requirements of the hotel being taken on license. The Licensee also confirms full satisfaction as to the viability of licensing the hotel and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee also confirms having made independent assessment of taking the said premises on License and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to NDMC under this licence deed.

That LICENSOR and LICENSEE represent and warrant that they are empowered, authorized and able enter into this license deed which comprises of ten chapters and three annexures.

In witness whereof the parties hereto have caused this license deed to be signed in their respective hands as of the day and year first before written.

This license deed has 10 chapters, dealing with Definitions (Chapter: 2); Grant of License (Chapter: 3); Addition/Alternation to the Hotel (Chapter: 4); Licensee's Obligations (Chapter: 5); Indemnity and Insurance (Chapter: 6); Force Majeure (Chapter: 7), Breaches/Surrender/Termination of License Deed (Chapter: 8); Representations and Warranties (Chapter: 9); Miscellaneous (Chapter: 10) and 3 Annexures dealing with the details of Hotel proposed for leasing (Annexure-I); Handing over Note (Annexure-II) and Taking over Note (Annexure-III).

.....-2016

.....- 2016

(.....)  
FOR AND ON BEHALF OF LICENSOR  
(NEW DELHI MUNICIPAL COUNCIL)

(.....)  
Authorized Signatory  
FOR AND ON BEHALF OF LICENSEE

## DEFINITIONS

i) "Licence Deed"/Indenture means the Licence Deed dated \_\_\_\_\_ executed between NDMC and the \_\_\_\_\_ in the format approved by NDMC on the terms and conditions mutually agreed to by both the parties and includes any amendments, annexure hereto made in accordance with the provisions hereof.

ii) "Applicable Laws" means all laws, brought into force and effect by Government of India, State Governments, local bodies and statutory agencies and rules, bye-laws, regulations, notifications, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, issued by them from time to time.

iii) "Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the "hotel" during the subsistence of this Licence Deed.

iv) "**AS IS WHERE IS BASIS**" means LICENSEE shall be licensed the said hotel, equipments, installations, fittings and fixtures on "as is where is basis" and the LICENSEE shall not make any additions or alterations in the hotel, installations including electric installations and wiring without the prior permission of NDMC in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the hotel rather LICENSEE shall be required to hand over the hotel in original condition at the end of license period.

v) "Change in Law" means the occurrence or coming into force of any of the following after the date of signing this Licence Deed:

- a) The enactment of any new Indian law;
- b) The repeal, modification or re-enactment of any existing Indian law;
- c) Any change in the rate of any Tax;

Provided that Change in Law shall not include:

- i. Coming into effect after the date of signing this Licence Deed of any provision of a statute which is already in place as of the date of signing this Licence Deed;(or)
- ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Licence Deed, which is a matter of public knowledge.

vi) "Commencement Date or Handover Date" means the date on which the hotel is handed over by NDMC to the Selected Bidder, in accordance with the terms of this Licence Deed.

vii) "Damages" shall mean any claim of NDMC against the Licensee for breach of this Licence Deed, including but not limited to, losses, dues, arrears etc. against which NDMC shall be entitled to claim and adjust the interest free Security Deposit.

viii) "NDMC" means New Delhi Municipal Council established under the New Delhi Municipal Council Act 1994.

ix) "Interest Free Security Deposit" means interest free amount to be deposited by the Licensee with NDMC as per terms and conditions of License Deed as a security against observance of License Deed and the payment of all dues as per terms and conditions of the License Deed.

x) "License" means the licensing rights granted by Licensor/NDMC to the \_\_\_\_\_ for use of licensed premises as hotel (excluding banned list of usage of premises inside the hotel), based on the terms and conditions of the License Deed.

xi) "Licensee" means the \_\_\_\_\_, who has executed the license deed with NDMC for use of the said premises as hotel (excluding banned list of usage of premises inside the hotel), based on the terms and conditions of the License Deed.

xii) "License Fee" means the monthly amount payable by the licensee to NDMC as per rates decided by the NDMC, the Licensor and agreed to by \_\_\_\_\_, the Licensee, for use of the said premises as hotel, as per the terms and conditions of the License Deed.

xiii) "License Period" means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Licence Deed.

xiv) "Hotel " means the specified premises earlier commonly known as 'The Connaught' situated at 37, Shaheed Bhagat Singh Marg, New Delhi handed over by NDMC to the licensee for use as hotel , under and in accordance with this License Deed.

xv) "Licensor" means the New Delhi Municipal Council (NDMC)

xvi) "Permits" shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.

xvii) "Tax" means and includes all taxes, fee, cesses, levies that may be payable by the Licensee under the Applicable Law to the Government or any of its agencies.

xviii) "Termination" means termination of this Licence Deed by efflux of time or sooner determination in accordance with the provisions of this License Deed.

xix) "Termination Date" means the end of the License period or date of sooner determination of the License period in accordance with the terms of this Licence Deed whichever is earlier.

xx) "Terms and conditions" :- The terms and condition of the auction and the same shall form part of this license deed as applicable.

**GRANT OF LICENSE**

3.1 There is a hotel with a total area of \_\_\_\_\_ sq.ft. earlier commonly known as 'The Connaught' situated at 37, Shaheed Bhagat Singh Marg, New Delhi i which has been provided for licensing rights as detailed in Annexure-I.

3.2 The vacant hotel , as mentioned in Annexure-I, has been/shall be handed over within 7 days from the date of receipt of full payment as stipulated in Letter of Acceptance.

3.3 Area of hotel specified in Annexure-I are approximate. Actual hotel area handed over subsequent to issue of Letter of Acceptance shall be final.

**TERMS AND CONDITIONS OF LICENSE DEED.**

3.4 Now this deed witnesseth that the Licensor in consideration of the aforesaid License do hereby allot the Licensee the said premises as hotel for the period ending \_\_\_\_\_ on the following terms & conditions:

- i) That the license shall be for a period of 30(Thirty) financial years and the licence fee will be increased at the rate of ten per cent (10%) every three (3) years, on compounding basis. No renewal after expiry of license period of thirty (30) years shall be granted. After the expiry of the licence period of thirty (30) years or its sooner determination, the license shall be deemed as terminated. In case of termination, Licensor shall enter into the premises, and in the event of the Licensee not surrendering the vacant possession of the premises within the stipulated period under this deed, the licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, recovery of dues as arrears of tax under section 102 of NDMC Act read with section 363 of the Act, disconnection of electricity, water and other utilities/services supply, and any other action(s) as deemed fit by the licensor.
- ii) That the advance licence fee of two months deposited by the licensee in pursuant to clause 3.16 will be adjusted towards the monthly licence fee and adjustment of the advance licence fee, the licensee will pay the license fee in advance by the 10<sup>th</sup> of each English Calendar month at the latest. Non-payment of license within the prescribed date will constitute breach of the terms of the license and shall render the license liable to be revoked. Besides, the licensee shall pay monthly compounding interest @ 15% per annum on the amounts of license fee and other dues payable remaining outstanding beyond the due date. Interest shall continue to accrue till the license fee amount is finally squared up. Such interest shall be charged for the full month if the payment of license fee is not made by the due date with arrears, if any.
- iii) If the license fee hereby reserved or any part thereof shall at any time be in arrears or remain unpaid after the due date or if the licensee at any time fail



or neglect to perform or observe any of the terms and conditions herein contained and on their part to be observed and performed then in that event the licensor may without prejudice to his general right of revocation of license as a licensor by giving 10 days notice in writing to the licensee determine the license, and re-enter upon the premises in question or any part thereof and the licensee shall upon such determination peacefully give up possession of the premises in question without any right to compensation whatsoever and thereupon this license shall absolutely determine without prejudice to any right to action or remedy of the licensor in respect of any antecedent breach of terms and conditions and covenants on the part of the licensee. That in case license fee, electric charges & maintenance charges, if any, be in arrears shall be recovered as arrears of tax under section 102 of New Delhi Municipal Council Act 1994 read with section 363 of the Act.

- iv) That save as otherwise provided in clause no. 3.4(vi) and without prejudice to the rights and privileges of the licensor, licensee during the tenure of this license shall not sub-let, transfer, assign or part with the hotel or any portion thereof permanently or temporarily to anybody else and shall not introduce any partner and shall not carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate its interest in the premises, and shall not be allowed to take any person to share the accommodation except as hotel, without the prior written permission of the licensor, nor shall they be entitled to allow any person to occupy the licensed premises or to use any part thereof save with the prior permission in writing of the licensor.
- v) That the licensee shall use \_\_\_\_\_ floors of the licensed premises for the purposes of running "hotel" of acceptable standard together with related facilities and business appurtenant thereto, which complies with the terms and conditions of the licence, and applicable Master Plan of Delhi and Building Bye-Laws, for the convenience and benefit of the tourist occupants of the hotel . The First Floor of the Hotel Building shall be used for running restaurants only. The Ground Floor of the Hotel building shall be used for running shops for the trades other than dangerous & offensive trades, and limited open space for car/two-wheeler parking for users of the Hotel Building. The basement shall be used by the licensee for storage purposes only, and keeping machineries related with utilities like water supply etc. The Electric sub-station to be run in the basement shall remain in occupation of the licensor. The licensee shall not use the said Hotel for any other purpose whatsoever except what has been detailed in this clause, and permissible under Master Plan of Delhi and Building Bye-Laws, as amended from time to time.
- vi) The licensee shall run the hotel himself. However, the licensee may run the ~~shops, restaurants~~, limited open space car/two-wheeler parking, earmarked for such purposes as mentioned in clause 3.4(v) above, himself or allow temporarily such sub-licensee for a period terminating with the period of the licence deed or its termination at any stage, or any period earlier. Trades in the shops shall be the trades as may be permitted by the licensor. The licensee shall be further responsible for the conduct of the various sub-licensees and observance of rules and regulations etc. The licensees shall be further responsible to answer that the sub-licensees quit the premises on the expiry or sooner termination of the licence that may be accorded. The sub-

licensees shall not get any right over and above the rights and privileges of the licence. The licensee shall furnish to the licensor the names of sub-licensees in the hotel Building from time to time & the terms of licence of sub-licensees shall be got approved from the licensor in writing before executing the same.

- vii) That the licensed premises shall not be used by the licensee for any other purpose except for the purpose of hotel for which it is licensed and the licensee shall not be entitled to put up any canteen, shop, stall, counter or any such structure on the hotel.
- viii) That the license is revocable for genuine cause at the will of the licensor and does not create or vested any interest of the licensee in the licensed premises. In case the license is revoked before the expiry of the term of license in that event the licensee shall not remove from the licensed premises the furnishings, fittings and fixtures etc. belonging to the licensee of the type removal of which is likely to cause damage to the building and the same shall belong to the licensor on such terms as may be agreed upon between the parties. In case of the fittings/furnishings, the licensee shall remove the same peacefully and restore the hotel to the original condition at their own cost.
- ix) That the overall ownership, control and supervision of the premises, alongwith all fittings, fixtures and other installations of immovable type or of the type of removable which is likely to cause damage to the premises, shall at all times remain vested in the licensor and the licensor through its authorized representatives will have the right to inspect the whole or /part of the licensed premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license .
- x) That the licensed premises have been provided with the electrical, sanitary and water supply fittings and the same shall be handed over on '**AS IS WHERE IS BASIS**'. The licensee will have to obtain electric and water connections and would get the load for light and power sanctioned in its name after completing all formalities like deposits of the new connections fee etc. and the security and will bear the electric and water consumption charges by itself. The licensee shall not exceed the sanctioned electric load and if any additional load is required by the licensee over and above that what is installed, the same would be sanctioned subject to its feasibility on receipt of such a request and the work of laying cable etc., if necessary, would be got done at their own cost to the satisfaction of the licensor.
- xi) Preparation of articles of food would be done only after getting a health license from the licensor, and dish washing would be done only in the kitchen area & nowhere else.
- xii) The licensee shall not employ or permit to be employed or allow or to enter into or remain in the said premises any person suffering from any contagious, loathsome or infectious disease.
- xiii) That the licensee shall maintain environmental hygiene and proper sanitation of the licensed premises including water closet, toilet etc. during all working

hours. In this regard, the decision of the Medical Officer of Health, Licensor NDMC shall be final and binding on the licensee.

- xiv) That the effective day to day maintenance, watch and ward sanitation of licensed premises including attending to no current complaints from meter onward and routine and periodical maintenance of electrical and other installations will be responsibility of the licensee. The licensee shall have to engage adequate number of technicians for effective maintenance. In the event of the failure of the licensee to carry out effective day to day maintenance of the premises to the satisfaction of the licensor or any repair which the licensor may consider should be carried out without delay or loss of time to avoid wastage of water/electricity and damage to the Municipal Property, the responsibility of which is otherwise that of the licensee, the licensor may get the work done on behalf of the licensee and in that event the licensee shall pay to the licensor the cost including departmental charges incurred in this behalf. The licensee shall maintain the electrical installations as per Indian Elect. Rules and shall abide by the provisions of the Electricity Control Act(s) enforced from time to time.
- xv) That the Licensee shall furnish/refurbish and equip the hotel at his own cost for the purpose for which it has been licensed according to a reasonable high standard in all respects to run it efficiently and in a businesslike manner.
- xvi) The licensee shall be responsible for running, operation and maintenance of lift, horticulture work and other utilities like water pumping set installed in the hotel at his own cost.
- xvii) All other charges in context with regard to the running of hotel, including water consumption bills, electricity bills, fees in respect of lift etc. installed in the said hotel, etc., shall be payable by the licensee from the date from which the licensee is to be in occupation of the hotel till the vacation of the premises.
- xviii) No encroachment of any type on space other than the hotel shall be permitted / tolerated, and such activity, if proved, shall be treated as Licensee's Event of Default.
- xix) The licensee shall not do anything in or outside the premises which may be nuisance or may cause annoyance to the neighbours.
- xx) That in the event of the license having been terminated earlier in terms of the relevant clause of the license deed or on expiry, the licensee shall vacate the premises under license in a peaceful manner. The licensee shall also be responsible for making good for damages, losses etc. to the licensed premises, fittings and fixtures noticed by the licensor at the time of vacating the licensed premises by the licensee, except for depreciation arising out of normal wear, tear and usage. The decision of the licensor as to the extent of damages within 30 days of the notice of revocation of the license by the licensor and shall not claim any compensation for any resultant injury thereof.
- xxi) That in case the license is cancelled by the licensor, and/or on expiry of license period, the unauthorized occupant of the premises viz., erstwhile licensee together with all other unauthorized occupants, if any, shall be liable

to pay the damages at the rates as may be determined by the licensor. Besides, a monthly compounding interest at the rate of @ 15% per annum shall be payable on the sum calculated as damages, if damage charges as determined by the licensor are not deposited in the Mpl. Treasury by the 10<sup>th</sup> of each Calendar Month.

- xxii) That any communication or notice on behalf of the licensor in relation to the license may be issued to the licensee by an officer of the licensor and all such communications and notices may be served on the licensee either by registered post/ Speed Post or under certificate of posting or by ordinary post or by hand delivery at the last known address of the licensee or by pasting the same at the conspicuous part of the licensed premises shall be deemed to be due service on the licensee even if the said communication is received back undelivered/unserved on any ground whatsoever.
- xxiii) That the licensee shall obtain information and make all arrangements/provisions necessary for fire prevention and fire safety arrangements as may be prescribed by the Chief Fire Officer or any other code/standard practice or any other competent authority in this behalf at his own cost. The licensee shall carry out the work of providing the fire prevention and fire safety measures to the full satisfaction of the Chief Fire Officer, Delhi or any other competent authority in this respect. In the event of the failure of the licensee to do the needful, the licensor may get the work done for and on behalf of the licensee and in that event the licensee shall pay to the licensor the entire costs (including the departmental charges) incurred in this behalf. After installation of the fire preventive and fire safety equipments in the premises as per the requirements of the Chief Fire Officer, or any other competent authority in this respect, the licensor shall maintain and operate the fire prevention and fire safety arrangements/system in the building. The licensee shall pay the service charges for the services rendered by the licensor for operation and maintenance of the fire prevention and fire safety arrangements on proportionate area basis in addition to the license fee determined for the premises. The non-payment of the service charges on this account shall be treated as breach of terms and conditions of license and shall render the license liable to be revoked/cancelled.
- xxiv) That the licensee shall be bound to abide by all Applicable Laws, including all the provisions of the New Delhi Municipal Council Act, 1994 and rules, regulations, bye-laws made thereunder, from time to time existing or hereafter made or to be enacted or introduced hereafter.
- xxv) Notwithstanding anything contained in any clause heretofore mentioned, the licensor shall have the absolute right at all times to undertake any additional ~~construction~~ to ensure better utilization of the building and to improve its revenue, and the licensor shall not be required to obtain any type of permission, whatsoever, from the licensee for such construction, and the licensee shall not claim any reduction in agreed license fee on this account.
- xxvi) That breach of any of the condition if this Licence Deed will make the license liable to cancellation with immediate effect notwithstanding the provisions contained in condition No. 3.4(i) hereof and eviction of the licensee besides forfeiture of interest free security deposit on revocation/cancellation of the

license. It shall be the duty of the licensee to quit the licensed premises within the time given in the communication issued by the licensor in this respect. In case, the licensee fails to vacate the premises within the stipulated period, the licensor shall be entitled to charge/recover damages at the rates as may be determined by the licensor. In the event of the licensee desirous of surrendering the hotel before the expiry of the term of the license, they can do so by giving three months notice in writing terminating their liability on the date of expiry of the said notice or on the date of handing over (as per Annexure-II) the possession of the licensed premises whichever is later, provided the outgoing licensee before handing over the possession clear all the Municipal dues including damages charges, if any. Clearance of the dues will be essential condition for acceptance of the notice. In the event of non-payment of the dues before the date of expiry of notice period, the time taken in clearing the municipal dues will automatically postpone the date of notice period and the period of license in that event will expire on the date of clearing the dues.

- xxvii) That the court of Estate Officer, NDMC, New Delhi, only shall have jurisdiction to entertain any application in respect of any proceedings under this license deed to entertain any suit in connection with this Licence Deed and no other court of any other place shall have jurisdiction to entertain any such application or any suit.
- xxviii) That the licensee shall not call in question or raise any dispute regarding quantum of license fee as agreed to either before the Council or before any Court of law. If the licensee raises such dispute, he shall render his license to be cancelled forthwith.
- xxix) That the breach of any of these conditions will entitle the licensor to cancel the allotment besides forfeiture of security deposited by the licensee and disconnection of electricity and /or water connection and sealing of the premises.

### TENURE OF LICENSE

3.5 Tenure of License Deed shall be for a period of Thirty (30) years w.e.f. \_\_\_\_\_, unless otherwise terminated by NDMC or surrendered by the Licensee, in term of provisions of this Licence Deed. The tenure of License Deed shall commence from the date of handing over of hotel.

3.6 If the Licensee is desirous of terminating the license hereby created before expiry of the tenure of Thirty (30) years, the License Deed shall deemed to be terminated on the date mentioned in termination/surrender notice in accordance with the conditions mentioned in this licence deed, subject to confirmation by NDMC. In such a case, the balance Interest Free Security Deposit shall be forfeited in favour of NDMC after adjustment of outstanding dues, if any, payable to NDMC. No grace period shall be provided to Licensee in such a case. NDMC may also recover the balance outstanding dues, if are more than Interest Free Security Deposit, from the other contracts of Licensee in NDMC. Balance outstanding dues, if are more than Interest Free Security Deposit, shall be recoverable from the Licensee before Licensee is permitted to remove their establishment(s) or else NDMC will seize their property/goods. NDMC shall be free to dispose-off the property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages.

3.7 No partial surrender of the hotel which has been handed over to the Licensee by NDMC shall be permissible to the Licensee during the currency of License Deed.

3.8 At the end of License period or determination of this Licence Deed prior to tenure of license period, for any reason whatsoever, all rights given under this License Deed shall cease to have effect and the premises shall revert to NDMC, without any obligation to NDMC to pay or adjust any consideration or other payment to the Licensee.

3.9 On completion/ termination of License Deed, the Licensee shall hand over the hotel with normal wear & tears. The Licensee shall be allowed to remove their movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc. without causing damage to the existing structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the hotel .

### LICENSE FEE

3.10 The license fee for the hotel situated at 37, Shaheed Bhagat Singh Marg, New Delhi measuring \_\_\_\_\_sq.ft. shall be paid by the Licensee to the NDMC @Rs. \_\_\_\_\_ per month as license fee, inclusive of maintenance charges. Service Tax, and other Central, State and Municipal Taxes, if applicable, as applicable from time to time shall be payable extra by the licensee. Enhancement of license fee at the rate of ten per cent (10%) every three (3) years on compounding basis, will be applicable as provided under clause 3.4(i), for use of the said premises as hotel w.e.f. \_\_\_\_\_(date of possession), for a period of thirty years up to the period ending \_\_\_\_\_.

3.11 The said license fee have been agreed to by both the parties to be increased at the rate of ten per cent (10%) every three (3) years on compounding basis, which shall be final and binding upon the licensee.

3.12 That the Licensee agrees voluntarily and unequivocally to make all payments to NDMC as may be due before the due date, without waiting for any formal bill/advice from NDMC. In the events of non-receipt of any bill, the Licensee agreed to collect the same from the office of authorized representative of the Licensor.

3.13 The account of payment of license fee by Licensee shall be regularly reconciled by NDMC on annual basis.

3.14 Licensee shall periodically advise the details of payment deposited with NDMC. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of NDMC), then others dues/ liabilities like electricity, etc. and lastly License fee shall be accounted for.

3.15 The Licensee should preferably make payment of advance monthly license fee etc. to NDMC by NEFT procedure of online banking, as per details printed on monthly License Fee bill raised by the Licensor.

**Interest Free Security Deposit.**

3.16 Licensee shall pay (i) Interest Free Security Deposit equal to six (6) months of license fee; (ii) Three months advance licence fee, to NDMC and three months Bank Guarantee. The Interest Free Security Deposit and three months' advance licence fee shall be accepted only in the form of Bank Draft / Pay Order. The Bank Draft / Pay Order issued against Interest Free Security Deposit and three months' advance licence fee shall be in favour of Secretary, NDMC payable at New Delhi from a Nationalized Bank or Scheduled Commercial Bank based in India.

3.17 In case of successful completion of the full term of the License period i.e. Thirty (30) years from commencement date of License Deed, Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Licensee up to the satisfaction of NDMC.

3.18 NDMC shall reserve the right for deduction of NDMC dues from Licensee's Interest Free Security Deposit at any stage of Deed i.e. currency/ completion/ termination/ surrender, against –

- a) Any amount imposed as a penalty and adjustment for all losses/damages suffered by NDMC for any non-conformity with the Licence Deed's terms & conditions by the Licensee.
- b) Any amount which NDMC becomes liable to the Government/Third party due to any default of the Licensee or any of its servant/ agent.
- c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on their behalf.
- d) Any other outstanding NDMC's dues/ claims, which remain outstanding after completing the course of action as per this License Deed.

3.19 Once an amount is debited from the Interest Free Security Deposit the Licensee shall replenish the Interest Free Security Deposit to the extent the amount is debited,

within 15 days period failing which it shall be treated as a Licensee's event of default and in such case the licence may be revoked/ cancelled by the licensor.

#### **TAXES AND OTHER STATUTORY DUES**

3.20 All other statutory taxes, statutory dues, local levies, Service tax, etc. as applicable shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government. The Licensee indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this License. Stamp duty for execution & registration of License Deed shall solely be borne by the Licensee.

3.21 The property tax, if applicable on the property of NDMC, shall be borne by NDMC.



Addition /Alteration to the hotel:

4.1 Licensee shall be permitted to carry out addition & alteration to the hotel, renovate the partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, fire protection system, telecommunication system, etc. of hotel provided that:

- a) The modification duly adheres to the provision of all Applicable Laws including and in particular the prevalent Master Plan of Delhi and Building Bye Laws and specified guideline/requirements of other competent authorities.
- b) The design and construction work strictly conform to relevant Standard Building Codes and good industry practice.
- c) Any kind of alteration in existing structure which is offered in during auction including creation of wall / glass façade for outer periphery shall be strictly inside the hotel.
- d) It shall be the Licensee's sole responsibility to obtain all necessary clearance/approval/sanction from NDMC and other competent authorities for modifications, fire protection system, etc. NDMC shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
- e) License shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of its activities.
- f) Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- g) The facilities and works if undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the other users. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.
- h) No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at its own cost.
- i) The Licensee shall strictly comply with the safety procedure, measurement, specification & guidelines for execution of electrical works, approved list of materials. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the Licence Deed, the penalty per instance as decided by the Licensor shall be imposed upon the Licensee.
- j) The Licensee may deploy security staff at its own cost for the safety of hotel.

k) Licensee shall bear all risk & cost and consequences of refurbishing and renovation without altering structure of the building work in hotel.

l) On completion of augmentation work, the Licensee shall furnish "As Built Drawings" of the premises including details of modified services along with all permissions/approvals taken from the concerned departments.

m) The Licensee is expected to apply & obtain all necessary approvals/permissions and timely to complete all augmentation activities within specified fitment period from taking over (as per Annexure-III) the site. For any delay in completion of work, NDMC shall not be responsible. Three (3) months moratorium period for payment of licence fee will be allowed for refurbishment of the Hotel. The License Fee shall become chargeable after three months from the date of taking over the possession.

#### **4.2 Operation & Maintenance of Hotel:**

a) Permissible Usage of hotel: Licensed Building cannot be put for any activity, except for establishing the hotel and activities connected thereto permissible under the Master Plan of Delhi and Building Bye-Laws, as applicable from time to time.

b) Licensee shall be responsible to keep and maintain the said hotel building and the entire premises together with fittings, fixture and other installations, including lifts, pumping set and other assets belonging to the licensor in a befitting manner. Licensee shall keep and maintain the hotel in neat & clean, safe & sound by maintaining it properly at its own cost during the License Period. Licensee shall bear the cost of day-to-day repairs, annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time or due to planning/constructional defects remained during augmentation of the hotel, except Electric Sub-station situated at basement of the Hotel. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency without violating the plan/bye-laws. Electric sub-station located in the basement shall be maintained and operated by the licensor or its officer/officers, who shall at all time have access to the sub-station without any obstruction or hindrance and the licensee shall not claim any compensation from the licensor for the space occupied for running the sub-stations. The licensor shall be responsible for the maintenance of all Electric installations and appliances upto meter boards.

c) Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of NDMC electrical inspector/ Engineers authorized representative shall be complied with by the licensee at its own cost.

d) Licensee shall ensure that fire detection and suppression measures installed inside their premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee's staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.

e) In case of accident caused due to negligence of the Licensee resulting into injury/death to employees/ other users/ any person or loss to NDMC's/others property, Licensee shall compensate the loss(es), without prejudice to other actions under this Licence Deed at the sole discretion of NDMC, including termination of Licence Deed.

- f) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by NDMC Fire Officer, electrical inspector, Chief Security Officer or their authorized representatives from time to time.
- g) The overall control and supervision of the premises shall remain vested with NDMC who shall have right to inspect the whole or part of the hotel as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the license deed.
- h) The option to impose fine, penalty, etc. under this License Deed shall be exercised by NDMC official not below the rank of Secretary, NDMC.
- i) It shall be sole responsibility of the Licensee to maintain law and order in its licensed premises. NDMC shall, in no way, will be responsible / accountable of any mishappening in the premises given on license basis to Licensee.

RIGHTS AND OBLIGATIONS5.1 Licensee's Obligations:

The Licensee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this License Deed:

- a) to obtain all Applicable Permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
- b) to operate and maintain the hotel at all times in conformity with this Licence Deed;
- c) to furnish "As Built Drawings" of the premises with 30 days of completion of augmentation work and get the same approved from Chief Architect, NDMC.
- d) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors etc.;
- e) to take all reasonable steps to protect the environment (both on and off the Licensed structure and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- f) to duly supervise, monitor and control the activities of contractors, agents etc., if any, under their respective License Deeds as may be necessary;
- g) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
- h) not to permit any person, claiming through or under the Licensee, to create or place any encumbrance or security interest over whole or any part of hotel or its assets, or on any rights of the Licensee therein or under this Licence Deed, save and except as expressly permitted in this Licence Deed;
- i) to keep the hotel free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to user of the licensed premises.
- j) at all times, to afford access to the hotel to the authorised representatives of NDMC, other persons duly authorised by any Governmental Agency having jurisdiction over the business of hotel, to inspect the hotel and to investigate any matter within their authority and upon reasonable notice; and
- k) to comply with the divestment requirements and hand over the hotel to NDMC upon Termination of the Licence Deed;

5.2 The Licensee shall be solely and primarily responsible to NDMC for observance of all the provisions of this License Deed on behalf of its employees and representatives.

5.3 The Licensee shall comply with all rules and regulations under the NDMC Act, 1994, regulations/rules framed thereunder and its amendments from time to time.

5.4 No tenancy/sub-tenancy is being created by NDMC in favour of Licensee under or in pursuance of this Licence Deed and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

- i) The Licensee shall not have or claim any interest in the said premises as a tenant/sub-tenant or otherwise.
- ii) The rights, which Licensee shall have in relation to the said premises, are only those set out in this Licence Deed.
- iii) The relationship between NDMC and Licensee under and/or in pursuance of this License Deed is as between Grantor and Grantee. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with any other party.

**5.5 Solid Waste:**

The Licensee shall have to make its own arrangements for daily disposal of solid waste out of licensed premises at the dumping sites approved by the NDMC to ensure perfect cleanliness. If any solid waste is found disposed off on NDMC land or premises a penalty/fine of Rs.2000/-, as amended from time to time by the Council, shall be imposed by NDMC for each occasion.

**5.6 Telephone/Communication Equipments:**

NDMC may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Licensee from the telephone company at their own cost.

**INDEMNITY AND INSURANCE**

6.1 The Licensee hereby undertakes to indemnify and hold NDMC harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the Fit-out; quality of the Fit-out and the construction/ construction activities, or any other liability arisen due to this licence deed.

6.2 The Licensee hereby undertakes to indemnify NDMC against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

6.3 The Licensee hereby undertakes that NDMC shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of their contractors/ sub-contractors. The Licensee shall indemnify and keep indemnified NDMC against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

6.4 The Licensee hereby indemnifies NDMC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

6.5 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NDMC against any liability arising in connection with the employment of its personnel in the said premises by Licensor. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to NDMC in accordance with its extant policies.

6.6 The Licensee shall indemnify NDMC from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this License.

6.7 The Licensee shall indemnify NDMC from any serious accident caused due to negligence of the Licensee, resulting in injury, death to commuters or employees or loss to NDMC property.

6.8 The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless NDMC, NDMC's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Licensee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

6.9 The Licensee shall indemnify and keep indemnified NDMC for any losses/penalties on this account levied by any judicial/statutory authorities/courts on the Licensee.

6.10 Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NDMC premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the Licence Deed. Upon NDMC's request, the Licensee shall submit to NDMC, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold the licensor harmless against any and all liabilities, losses, damages, claims, expenses suffered by the licensor as a result of such default by the Licensor.

**FORCE MAJEURE**

7.1 Neither NDMC nor Licensee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

- a) Earthquake, Flood, Inundation, Landslide.
- b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- c) Acts of terrorism
- d) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- e) Strikes or boycotts, other than those involving the Licensor, its contractors, or their employees, agents etc.

7.2 The License fee for the portion affected due to Force Majeure shall be exempted for the affected period if the force majeure condition persists for more than 7 days.

7.3 Occurrence of any Force Majeure shall be notified to the other party within 7 days of such.



**BREACHES/SURRENDER/TERMINATION OF LICENSE DEED****Surrender of License Deed:**

8.1 No partial surrender of hotel or part of the hotel which has been handed over to the Licensee by NDMC shall be permissible during the currency of the License Deed.

8.2 Following shall be considered as Material Breach of the License Deed by Licensee resulting in Licensee's Events of Default:

- a) If the Licensee has failed to perform or discharge any of its obligations in accordance with the provisions of License Deed, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to NDMC without any contributory factor of the Licensee.
- b) If the Licensee fails to pay License Fee, utility charges, penalty or Damages herein specified or any other due to be paid by the Licensee to NDMC by the stipulated date.
- c) If the Licensee is in persistent non-compliance of the written instructions of a NDMC officials.
- d) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to NDMC employees/ commuters or loss to NDMC property.
- e) If the Licensee is in violation of any of the other Clauses of License Deed and after two written notices (unless otherwise specifically mentioned therein) from NDMC fails to cure the Default to the satisfaction of NDMC.
- f) If any representation made or warranties given by the Licensee under this Licence Deed is found to be false or misleading.
- g) If the Licensee engaging or knowingly has allowed any of its employees, agents, to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Licence Deed.
- h) If the Licensee has created any encumbrance, charges or lien in favour of any person or agency, over the hotel.
- i) If any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to wind up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of NDMC, provided that, as part of such amalgamation or reconstruction and

the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this Licence Deed.

- j) If the Licensee has abandoned the hotel.
- k) After six months from the date of possession of the hotel, non-usage of the premises for the purpose of hotel for a consecutive period of thirty days without any prior written intimation to the NDMC.

#### **Termination of License Deed by NDMC**

8.3 Provided that in the event of application of clauses 8.2 (a), (b) and (k) above, NDMC shall give to the Licensee 15 (fifteen) days time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the NDMC within the cure period, the event shall not be considered as a Licensee Event of Default. In case the licensee fails to remedies the default to the satisfaction of the NDMC within the cure period, then NDMC shall be within its rights to disconnect the utility services, including electricity and water supply & terminate the License Deed. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

8.4 If the Licensee fails to pay or partly pay the license fee and other dues required to be paid as per terms and condition of License Deed by the due date, a 15 (fifteen) days Cure Notice shall be issued to pay the outstanding license fee and other dues along with an interest of 15% (fifteen percent) per annum on the amount of license fee payable and other dues remaining outstanding beyond the due date and falling in arrears:-

- a) If the Licensee failing to deposit the outstanding License Fee and other dues within 15 (fifteen) days' Cure notice, NDMC shall issue a Termination notice to make payment of outstanding License Fee and other dues within next thirty (30) days.
- b) In the event of Licensee failing to deposit the outstanding License Fee and other dues within fifteen (15) days from the date of issue of termination notice, NDMC shall disconnect all utilities, including electricity and water supply, provided to the Licensee.
- c) In the event of Licensee failing to deposit the dues within thirty (30) days from the date of issue of termination notice, it shall constitute Material Breach of terms of Licence Deed and Licensee's Event of Default under this Licence Deed and shall entitle NDMC to terminate the License Deed as per provisions stipulated in this Chapter.

8.5 On Operational Grounds: NDMC reserves the right to terminate the License Deed by giving three months advance notice on operational grounds. The License Deed shall stand terminated after expiry of three months notice and the Security Deposit be refunded after adjusting outstanding dues, if any, payable by the Licensee. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard.

8.6 Termination for Force Majeure: The License Deed may be terminated for Force Majeure Reasons as specified in Chapter-7.

**Other Terms & Conditions:**

8.7 On termination of License Deed:

- a) All third party agreements, entered by the Licensee, shall stand terminated with immediate effect;
- b) In case of termination of Licence Deed on account of Licensee's Events of Default, the interest free Security Deposit shall be forfeited in favour of NDMC. Any outstanding dues payable to NDMC shall be adjusted/ recovered from the forfeited interest free Security Deposit. Balance outstanding dues, if remaining after adjustment of outstanding dues from the interest free Security Deposit / Performance Security, shall be recovered from the licensee.
- c) All utilities, including electricity and water supply, shall be disconnected with immediate effect, unless otherwise specified elsewhere, and
- d) A notice of vacation shall be issued to the Licensee to vacate the premises within 30 days.

8.8 On termination of the license deed, the Licensee shall handover the vacant possession of premises to authorized representative of NDMC within 30 days from the date of termination of License Deed, after removal of plants, equipments, furniture, fixtures, etc. installed by the Licensee at its own cost, without causing damage to NDMC structures. The Licensee shall be allowed to remove their movable assets like furniture, almirahs, air-conditioners, DG sets, equipments, etc without causing damage to the structure. However, the Licensee shall not be allowed to remove any facility, equipment, fixture, etc. which has become an integral part of the development plan of the hotel. The Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account. If the premise is not handed over in good condition as required under this clause, NDMC reserves the right to deduct/ recover damage charges.

8.9 If the Licensee fails to vacate the premises as above, NDMC shall be free to take any/all of the following action(s) as deemed fit to it.

- (a) NDMC shall levy penal charges at twice the rate of License Fee prevailing on the date of termination of License Deed, after unauthorized occupation beyond the 30 days grace period, to be calculated from the date of termination of the licence deed upto the date of vacation of the premises. Such penal charges shall be paid by the 10<sup>th</sup> of each Calendar month. Such penal charges will be increased at the rate of ten (10) percent every year on compounding basis. A monthly compounding interest @ 15% per annum on the amounts of such penal charges remaining outstanding beyond the due date, and such interest shall continue to accrue till the license fee amount is finally squared up. Such interest shall be charged for the full month if the payment of license fee is not made by the due date with arrears, if any.

(b) After lapse of this 30 days grace period, NDMC shall take over the goods / property treating at NIL value, even if the premises of goods/property is/are under lock & key; and shall be free to dispose-off these goods/property in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration / damages after completion of grace period. If licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit available with NDMC.

(c) Licensee shall render himself/herself/themselves liable for action for eviction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, recovery of dues as arrears of tax under section 102 of NDMC Act read with section 363 of the Act, disconnection of electricity, water and /or other utility services and any other action(s) as deemed fit by the licensor.

8.10 After vacating the premises, the Licensee shall submit a vacation certificate from the NDMC's authorized representative as a proof of Licensee having vacated the site. Licensee's statement regarding vacation, without a vacation certificate from the NDMC's authorized representative, shall not be accepted.

8.11 The termination of this Licence Deed shall not relieve either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto. The Licensee shall be liable to pay all dues outstanding to NDMC including electricity and other utility charges under this Licence Deed without prejudice to rights and remedies applicable under the law. The final settlement of dues shall take place after submission of vacation certificate from the NDMC's authorized representative subsequent to termination of License Deed.

8.12 Rights of NDMC on Termination: NDMC shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the hotel.

8.13 On termination of Licence Deed, NDMC shall have rights to re-market or to seal/ lock the hotel, or to use it as per its requirements.

8.14 In any case, if any of the powers to terminate the licence shall have become exercisable but the same is for any reason not exercised by the Licensor, non-exercise thereof by the Licensor shall not constitute a waiver of any of the conditions and its powers hereof and such powers shall be exercisable in the event of any of the conditions and the power hereof shall be exercisable in the event of any future case of default and the liability of the licensee for past and future defaults shall remain unaffected besides other rights and remedies of the licensor.

REPRESENTATIONS AND WARRANTIES

9.1 The Licensee represents and warrants to NDMC that -

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this Licence Deed and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Licence Deed;
- d) It has the financial standing and capacity to undertake the commercial utilization of hotel.
- e) This Licence Deed constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Breach of the License Deed;
- g) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Breach of the License Deed;
- h) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Breach of the License Deed;
- i) No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to NDMC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- j) The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NDMC shall not be liable for the same in any manner whatsoever to the Licensee.

k) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of NDMC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

9.2 Obligation to notify change: In the event that any of the representations or warranties made given by the Licensee ceases to be true or stands changed, it shall promptly notify NDMC of the same.

9.3 NDMC covenants:

a) NDMC covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.

b) NDMC covenants and represents that it has full and complete authority to enter into a license deed under all terms, conditions and provisions set forth in the Licence Deed, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the Licence Deed, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by NDMC or by any other person(s) claiming by, through or under or in trust for NDMC.

c) On paying the License fee, Licensee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the hotel throughout the said term without any interruptions by the NDMC or by any person claiming by, through, under or in trust for NDMC.

d) NDMC shall provide necessary documents pertaining to the property, if required by Licensee for seeking any permission pertaining to various activities from any Government Agency.

**MISCELLANEOUS**

10.1 Licensee shall comply with all Applicable Laws. NDMC shall not be held liable for any change/modification in these laws which adversely affect this deed. Licensee shall have no right/ claim in this regard, whatsoever the reason may be.

10.2 The licensee may name the hotel after obtaining prior written approval of the licensor.

**10.3 Signage:**

- (a) The Licensee shall have the right to display signage(s) of suitable size for displaying its generic name of each Space. The signage should need to confirm to all Applicable Laws. The Licensee shall need to obtain a written approval from NDMC before putting up any form of signage and NDMC reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by NDMC. However, separate space for generic signage may be provided at ground level subject to feasibility. The licensee shall have to display at least one board in Hindi language in front of the hotel after obtaining prior written approval from NDMC.
- (b) No advertisement in any format shall be permitted in the hotel.

10.4 That the licensee/licensees shall be required to install CCTV/Web cam at strategic location(s) within his/her/their licensed unit, with recording facility of at least 15 days. It will be the responsibility of the licensee/licensees to ensure proper operation and maintenance of the equipment so installed, which will be open for inspection by NDMC authorities and shall be to the satisfaction of such authority as may be intimated.

**10.5 Notices: NDMC and Licensee voluntarily and unequivocally agrees-**

- a) That any notice to be served upon NDMC shall be sufficiently served and given if delivered to-

The Secretary,  
New Delhi Municipal Council,  
3<sup>rd</sup> Floor, Palika Kendra,  
Sansad Marg,  
New Delhi-110 102

- b) That any communication or notice which may be required to be served upon the Licensee under the terms of this License shall be in writing and shall be served and given if delivered by registered post/ Speed Post or under certificate of posting or by ordinary post or by hand delivery at the last known address of the licensee and/or hotel or by pasting the same at the conspicuous part of the hotel. The communication or notice shall be deemed to be duly served on the licensee even if such notice or communication is received back unserved / undelivered by the India Posts on any ground whatsoever.

- c) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

## Annexure-I

**Details of hotel provided for Licensing:**

Note-1: Areas indicated are approximate. Actual area measured at the time of handing over **(as per Annexure-II)** shall be final.

Note-2: Hotel offered for the purpose of Hotel only on license basis and is available on "as is where is basis".

Note-3: Hotel can be utilized for any activity except the activities specified in banned list as detailed in Annexure-II.



## Annexure-II

## Handing Over Note

Date: \_\_\_\_ 201...

Hotel premises situated at 37, Bhagat Singh Marg, New Delhi particularly described in the first schedule annexed \_\_\_\_\_ measuring \_\_\_\_\_ sq. ft., is handed over to the Licensee, \_\_\_\_\_ through Sh./Smt./Ms. \_\_\_\_\_ of M/s. \_\_\_\_\_ office at \_\_\_\_\_ on \_\_\_\_\_ (date) \_\_\_\_\_ at \_\_\_\_\_ (time), in the presence of \_\_\_\_\_ representatives. Licensee hereby acknowledge the receipt and assumes all responsibility of the above described premises, as provided in the License Deed, from the date and time stated above.

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Licensor

( \_\_\_\_\_ )

on behalf

## Taking Over Note

Date: .....2016

Vacant possession of the Hotel premises situated at 37, Shaheed Bhagat Singh Marg, New Delhi particularly described in the first schedule annexed \_\_\_\_\_ measuring \_\_\_\_\_sq.ft., is taken by the NDMC's Authorized representative on \_\_\_\_\_(Date) \_\_\_\_\_(Time) from the Licensee Through Sh./Smt./Ms.....of M/s. .... office at ..... in the presence of \_\_\_\_\_

\_\_\_\_\_  
Licensee\_\_\_\_\_  
Licensor

**ITEM NO. 08 (A-45)**

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 :-**
  1. 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
  2. 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
  3. 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

4. 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

5. On the basis of the CRR I 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

**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:-**

Department has submitted the case for approval of acceptance of the tender of L-1 firm Sh. Harpal Singh at the tendered amount of Rs. 4,49,21,860/- for the above cited work.

1. A/A & E/S was accorded by the Council for Rs. 5,54,17,600/- vide Resolution No. 06(A-27) dated: 15.12.2015.
2. Further, Technical Sanction to the estimate and NIT by approved by CE(C-I) on Page-32/N & 35/N for Rs. 5,52,88,000/- and Rs. 5,36,77,856/- respectively.
3. 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 Rs. 4,49,21,860/- which is 16.31% below the EC of Rs. 5,36,77,856/- against the justification of 2.95% above EC.
4. Planning Division has checked the justification submitted by the Division. Tender rates are worked out 18.71% below the justified cost Rs. 5,52,61,627/- duly checked by Planning Division at Page-51/N for the above captioned work.
5. 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 Rs. 4,49,21,860/- which is 16.31% below the EC of Rs. 5,36,77,856/- and 18.71% below the justified cost Rs.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 Rs. 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.

(Diary No. 1857/Finance/R-Civil dt. 28.10.2016)

**With reference to the remarks of the Finance Deptt., it is 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 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.

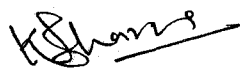
8. **Legal implications of the subject / project**  
No legal issues are involved in this project.
9. **Details of previous council resolution / existing law of Parliament and Assembly on the subject.**  
Administrative Approval and Expenditure Sanction for ₹5,54,17,600/- has been accorded by Council 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
  - (a) Accord of approval to award the work to L-I firm Sh. Harpal Singh for amounting to ₹4,49,21,860/- (₹Four Crores Forty Nine Lacs Twenty One Thousand Eight Hundred Sixty Only), which is 16.31% below the Estimated Cost of ₹5,36,77,856/- and 18.71% below the justified cost of ₹5,52,61,627/- 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".
  - (b) To initiate further action in anticipation of confirmation of Minutes of the Council Meeting.

**13. Draft Resolution:-**

**COUNCIL'S DECISION**

Deferred.

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.

  
 For Secretary  
 New Delhi Municipal Council  
 New Delhi



**ITEM NO. 09 (A-46)****1. Name of the subject/project**

Sub: Repair and maintenance of infrastructure assets in R-II division.

SH: Survey Report of dismantled material lying with Golf Link Service Centre.

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

Civil Engineering Department, Road-II Division

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

The case is regarding seeking approval to survey report of dismantle/unserviceable/unusable materials/items lying at Golf Link Service Centre Roads (R-II) division.

Survey reports includes the material such as M.S scrap, M.S railing, M.S empty drums of paints, Empty cement bags etc. which are unserviceable and cannot be used in any form. This unserviceable material has occupied a major area of Golf Link Service Centre causing health hazard and eyesore too for residents of Golf Link Colony. As per the direction of Secretary NDMC, delivered on 311smart city app to dispose off unserviceable material on priority to keep the service center clean. Accordingly survey report amounting to Rs. 1,18,975/- is prepared and got duly checked by planning vide NP-06 and concurred by the Finance department also vide NP-08 and submitted for approval of the competent authority. Chairman NDMC, vide (NP-09) queried "*whether it need council approval*" In reply Account Office -I has forwarded the case vide NP-10 to law department for advice whether the dismantled material covered under moveable property as per NDMC act and it needs to place before council or otherwise. In reply Law department clarified that the case may be brought to the notice of the council as per the provision of the section 140 of the NDMC Act.

In view of above the survey report of Rs. 1,18,975/- for unserviceable/ unusable material lying in Golf Link Service Centre roads (R-II) division is hereby submitted for Approval by the council

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

Survey report has been prepared for disposal of following unserviceable material from the Golf Link Service centre Roads through auction

1. 7134 Kg M.S Scrap
2. 128.30kg M.S Scrap (Mixed)
3. 20Nos. M.S Drum Empty 200kg
4. 40nos. Empty Container 20litre synthetic Enamel Paint.
5. 1400nos. Empty Container 4litre Road Marking Paint
6. 50nos. Empty Cement Bag.

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

The financial implications of the proposal is worked out to Rs.1,18,975/-.

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

Approval of Survey report – By Mid of December.

Auction – By end of January

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

Finance Department vide diary No. 1529/Finance/R-Civil dated 09.09.2016 has concurred the survey report. The case is for approval of survey report of Rs.1,18,975/- for unserviceable / unusable material lying in Golf Link Service Centre of R-II Division. SE(R-I) has recommended to dispose off the unserviceable material. In view of recommendation of the CE(C-I) & SE(R-I), department may process its Survey report amounting to Rs.1,18,975/- duly checked by Planning Division at Page-6/N for obtaining approval of the competent authority.

**8. Legal Implication of the subject/proposal**

No legal issues are involved in this project.

**9. Detail of previous Council Resolution, existing law of Parliament and Assembly on the subject.**

Nil

**10. Final comments of Law Department on the subject /project.**

In this regard it is observed that moveable property has not been defined in the NDMC Act. However, moveable property is defined under the general Clauses Act 1897, which is as under:

*" Property of every description except immoveable property".*

Further immoveable property is defined as under ;

*" Immoveable property shall include land, benefits to arise out of land and things attached to earth, or permanently fastened anything to earth".*

Hence, dismantled material would come within the purview of moveable is more than the cost of Rs. 1000/- that can only be disposed off with the prior approval of council. The mater may be brought to notice of the council as per the provision of Section 140 of the NDMC Act. This issues with the prior approval of the director (Law) please.

**11. Certification by 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. Recommendation**

The case is placed before the council for consideration & accord of approval for following:-

survey report amounting to Rs. 1,18,975/-(Rupees One lacs Eighteen Thousand Nine Hundred Seventy Five Only.) for material lying with Golf Link Service centre.

**13. Draft Resolution****COUNCIL'S DECISION**

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.

The Council also resolved to direct to remove similar scrap material from other service centres after following requisite codal formalities.

  
For Secretary  
New Delhi Municipal Council )  
New Delhi.

**ITEM NO. 10 (A-47)**

1. **Name of Subject:-**Demolition of existing Kashmiri Migrant building and Barat Ghar, Babu Dham, Chanakya Puri.
2. **Name of Department:** Civil Engineering Department Zone-II.
3. **Brief History of the subject / Project:**

There is a building at Babu Dham lying vacant from very long time known as Kashmiri Migrant. Adjacent to the Kashmiri Migrant there is one more building i.e. Barat Ghar, Babu Dham, which is also less in use. Even less revenue generates per year due to use of this Barat Ghar. So, competent authority has decided to construct Community Hall of double height at ground floor and 7 storied Type-II flats above the Community Hall. The survey report prepared by the department checked by the Planning, recommended by CE(C-II) for the demolition of the existing building of Kashmiri Migrant and Barat Ghar.

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

The existing building of Barat Ghar and Kashmiri Migrant is required to be demolished. The survey report of existing building has been prepared and is being placed for written of an amount of ₹ 49,85,141/- and a sum of ₹ 3,96,690/- as a reserve price for the receipt of material received from the demolition.

- 5 **Financial implication of proposed subject/project.**

₹.49,85,141/- is to be written off on account of demolition of the existing building coming in the alignment of the proposed project with a sum of ₹ 3,96,690/- as reserve price for demolished material.

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

The survey report will be considered a part of the main project with a time of completion 2 months after award of main work.

- 7 **Final Comments of the Finance Department at the subject.**  
Diary no 2068/ Finance /R-civil dated 25.11.2016

- i) The case for approval of survey report for demolition of existing building of Kashmiri Migrants and Barat Ghar at Babu Dham, Chanakya Puri, New Delhi.
- ii) Department has also processed separately PE for Rs. 15,14,64,000/- for approval of the Council wherein it is stated that Chairman has accorded AIP for construction of Type-II Quarters at Babu Dham, Chanakya Puri, New Delhi by demolishing all Kashmiri migrants hostel and Barat Ghar. Chairman has also accorded AIP at page 6/N for demolition of existing building.
- iii) The survey report of the existing building has been checked by Planning division at page 7/N with a reserve price of Rs. 3,96,690/- and written off value amounting to Rs. 49,85,141/-.
- iv) In view of the AIP of the Chairman at page 6/N for demolition of the existing structure at Babu Dham, department may submit its proposal to the Council for approval of survey report with a reserve price of Rs. 3,96,690/- and written off value amounting to Rs.49,85,141/- as checked by planning division at page 7/N, and recommended by CE(C-II) subject to ensuring and certifying (i) that although the present age of building is 22 years against the prescribed life of 75 years and 55 years, however it will in the interest of council to demolish the existing building and construct type-II flats on this land (ii) the survey report has been prepared as per the codal provisions in this regard.

Comments of Department on the comments at the Finance Department.

It is ensured:

- (i) That although the present age of building is 22 years against the prescribed life of 75 years and 55 years, however it will in the interest of council to demolish the existing building and construct type-II flats on this land.
- (ii) The survey report has been prepared as per the codal provisions in this regard.

8. Legal implication of the subject/project.

Nil

9. Details 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.

Nil

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

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

12. Recommendation.

The case is placed before the council for the approval of the survey report with an amount of ₹49,85,141/- for written off and a reserve price of ₹ 3,96,690/- on account of demolished material and recommended that the further action in the matter may be taken in anticipation of the confirmation of the minutes of the council.

13. Draft Resolution.

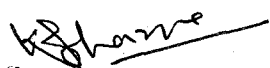
Resolved by the council that the survey report with a written off amount of ₹ 49,85,141/- and reserve price of ₹ 3,96,690/- and to be written off from the books on account of demolition of the existing structure.

It is also resolved that further action may be taken by the department in anticipation of the confirmation of the minutes of the council.

COUNCIL'S DECISION

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.

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, 30.11.2016

Copy of Reso. No. 11(A-48)  
of  
Council's Ordinary Meeting  
Dated 30-11-2016

**ITEM NO. 11 (A-48)**

**1. NAME OF SUBJECT/PROJECT**

Sub: Improvement to Housing Complex Palika Niketan, Sector-10, R. K. Puram.  
SH: Renewing damaged plaster with external face of blocks of Palika Niketan

**2. NAME OF THE DEPARTMENT/ DEPARTMENT CONCERNED:-**  
Civil Engineering Department-II EE (BM-II) Division

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

Preliminary estimate amounting to Rs. 2, 11, 87,900/- was approved by the council vide resolution No. 12 (A-12) dated 19.05.2010 (Annexure 'X' see pages 132 - 135) for the work "Improvement to Housing Complex Palika Niketan, Sector-10, R. K. Puram. SH: Renewing damaged plaster with external face of blocks of Palika Niketan ". After completing all codal formalities tenders were invited and the work was awarded to M/s. Bhasin Const. Co. with tendered amount of Rs. 2,28,55,488/- (Annexure 'A' see pages 136 - 142). The stipulated date of start and completion of work was 10.12.2010 and 09.12.2011 respectively. The agency was very slow during execution of work due to the reasons a number of letters to speed up the work were written besides show cause notice.

Upto the last payment made in September -2014 the gross value of work done is Rs.1,41,21,510/- . In a meeting in the chamber of CE(C-II) on 03.01.2015, the agency as assured that he will start the balance and some of the quantity approximately 3.00 lacs was executed by the agency after a long gap. Further, the Bank Guarantee submitted by the agency in lieu of Performance Guarantee amounting to Rs.11,42,774/- has been expired despite of repeated requests to the agency as well as issuing Bank.

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

During course of execution number of letters were issued to the agency for slow progress of work (Annexure 'B' see pages 143 - 151). As per clause 3 of the agreement the agency was issued a Show Cause Notice vide No. D/2661-64/EE(BM-II)/2015-16 dated 04.09.2015 (Annexure 'C' see pages 152 - 153) to show cause within 7 days the agency has replied the Show Cause Notice vide their letter dated 15.09.2015 & 21.11.2015, wherein he has stated that the work was actually and physically completed by him on 30.09.2013 (Annexure 'D' see pages 154 - 157). Thereafter Department being satisfied with my performance and release the Performance Guarantee. Further in his letter he has replied that the entire delay in execution of work was on account of hindrances obstacles and impediments on the part of Department. The same was examined and found that the reply furnished by the agency is not satisfactory, meanwhile a Show Cause Notice Under clause 02 was also served vide No. D/2966- 69/EE (BM-II)/2015-16

dated 05.10.2015 (**Annexure 'E' see page 158**). Since the reply furnished by M/s. Bhasin Const Co. was neither to the satisfaction of Engineer –in-Charge nor completed the work as assured during meeting with CE(C-II) on dated 03.01.2015. Besides performance Guarantee has not been revalidated by the agency despite of repeated requests. However, the amount of Performance Guarantee submitted in the shape of Bank Guarantee before award of work may be recovered from the due payments of agency in the instant work. Thus the agency has made itself liable for action as per Section 33.3.2 (3) of CPWD manual for action under provisions of the contract and the agreement may be rescinded after approval of the tender accepting authority.

In the instant case the tender was accepted by the council, and approval of the council is required before issue of final notice under clause 3 of the agreement.

#### **5. FINANCIAL IMPLICATIONS OF THE PROPOSAL PROJECT/ SUBJECT**

Due to rescission of contract the Performance Guarantee @ 5.00 % of contract value amounting to Rs. 11,42,774/- and Security @ 5.00 % of the work done will be forfeited. The action under clause 2 will also be taken as per agreement. The balance work will be got executed as per clause 3 of the agreement through other agency. The agency whose contract is rescinded i.e. M/s. Bhasin Const. Co., shall not be allowed to participate in the tendering process for the balance work.

#### **6. IMPLEMENTATION SCHEDULE WITH TIMELINES FOR EACH STAGE INCLUDING INTERNAL PROCESSING.**

Final notice under clause 3 will be served to M/s. Bhasin Const. Co., as per provisions in CPWD Manual for final measurement of the work "Improvement to Housing Complex Palika Niketan, Sector-10, R. K. Puram. SH: Renewing damaged plaster with external face of blocks of Palika Niketan"

#### **7. FINAL COMMENTS OF THE FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NO. & DATE.**

The Agendum as examined at NP-161 has now been modified. It is brought out at NP-175 that agreement is silent about execution of balance work at risk and cost of existing contractor. It is, therefore, proposed to execute the balance work by call of tenders barring existing contract from participation.

It is also proposed to recover the amount of Bank Guarantee from the dues of existing contractor. Bank Guarantee should be validated or got encashed from Bank at appropriate time. As far as agendum is concerned, seen in Finance Department. The Department may place the same for consideration of competent authority i.e., Council

**8. LEGAL IMPLICATION OF THE SUBJECT/PROJECT**

As per advice of the Finance, matter was referred to Law Department.

**9. DETAIL OF PREVIOUS COUNCIL RESOLUTION EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THE SUBJECT.**

Resolution No. 12 (A-12) dated 19.05.2010 for A/A & E/S of work.

Resolution No. 10 (A-23) dated 27.10.2010 for award of work.

**10. FINAL COMMENTS OF THE LAW DEPARTMENT ON THE SUBJECT / PROJECT**

Law Department have made minor corrections in the letter of determination under clause 3 to be issued to the contractor and advised to follow the same while issuing the letter of determination to the contractor.

**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**

The case may be placed before the Council for approval of the following :-

1. The Process the final notice under clause -3 for rescinding the work of M/s. Bhasin Const. Co., vide agreement No. 78/EE(BM-II)/2010-11 for the work "Improvement to Housing Complex Palika Niketan, Sector-10, R. K. Puram. SH: Renewing damaged plaster with external face of blocks of Palika Niketan"
2. Approval may kindly be accorded for rescinding of the work M/s. Bhasin Const. Co. vide agreement No. 78/EE(BM-II)/2010-11 and for taking action under clause 2 (Extension of time) and clause 3 of the agreement as mentioned in Para-5 and amount of performance guarantee be recovered from the dues of agency in the Division as well as anywhere in NDMC.
3. Approval may kindly be granted for executing the balance work through other agencies by call of tender.
4. The firm M/s. Bhasin Const. Co. shall be debarred from participating in NDMC for the three years.
5. Permission may also be granted for taking action in anticipation of the confirmation of the minutes.



### 13. DRAFT RESOLUTION

Resolved by the council that:

1. Permission granted to process the final notice under clause-3 for rescinding the work of M/s. Bhasin Const. Co. vide agreement No. 78/EE(BM-II)/2010-11 .
2. Approval accorded for rescinding of the work of M/s. Bhasin Const. Co. vide agreement No.78/EE(BM-II)/2010-11 and for taking action clause 2 (Extension of time) and clause 3 of the agreement as mentioned at para 5 and amount of performance guarantee be recovered from the dues of agency in the Division as well as anywhere in NDMC.
3. Permission granted for execution the balance work through other agencies by call of tender.
4. Approval granted for initiating action to debar the firm of M/s. Bhasin Const. Co. from participating in NDMC for three years.
5. Permission granted for taking action in anticipation of the confirmation of the minutes.

### COUNCIL'S DECISION

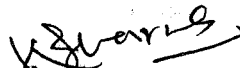
Deferred.

The Council resolved to form a Committee consisting of:

- a. Financial Advisor, NDMC
- b. Chief Engineer (Civil-I), NDMC
- c. Chief Engineer (Electric - I), NDMC

to examine the matter as par laid down procedures and to give due opportunity of personal hearing to the vendor.

The Council further resolved that the recommendations of this Committee be placed before it for consideration in the next meeting.

  
 For Secretary  
 New Delhi Municipal Council  
 New Delhi

Annexure 'X'

ITEM NO. 12 (A-12)

1. Name of subject/Project: -

Imp. to Palika Niketan Housing Complex, Sector-10, RK Puram.

SH: -Renewing damaged plaster with external face of blocks of Palika Niketan.

2. Name of the Deptt.: -Civil Engineering Department

3. Brief History: -

The Palika Niketan Housing Complex was constructed in two Phases i.e. in the year 1978 and 1986 respectively. At present there are total 144 nos. of flats occupied by the class III & IV staff of the NDMC. The complex is very old and at present in dilapidated condition. Due to seepage/leakages, the structure of the Housing Complex has been damaged at many places. A meeting was conducted with Association of Palika Niketan, wherein it was decided that Preliminary Estimate considering rehabilitation of external as well as internal improvements may be put up at the earliest. Accordingly a Preliminary Estimate was framed for Rs.2,11,87,900/- for obtaining administrative approval & expenditure sanction of the Competent Authority.

Based on the recommendations of the sub-committee façade restoration of these buildings can be taken after structural rehabilitation. Accordingly, the provision for structural rehabilitation wherever required has also been considered in respect of the above Housing Complex and PE has been framed considering facade restoration, internal improvement and internal water supply and sanitary system.

4. Detailed proposal on the Subject/Project: -

Major items considered in the estimate are as under:

- (i) Providing washed stone grit plaster on external walls of Housing complex.
- (ii) Replacement of existing internal water supply and sanitary fittings including ceramic tiles in dados and floors.
- (iii) Replacement of GI pipes and SCI pipes in residential complex.
- (iv) Rehabilitation of structure at required places.
- (v) Water proofing on roofs.
- (vi) Replacement of damaged doors and windows.

**5. Financial implication of the proposed Project: -**

A total financial implications of proposal in hand would be Rs.2,11,87,900/-. There is a budget provision of Rs. One crore exists vide item no.213 at page 171 of budget book 2010-11, however rest of the budget will be sought in the Revised BE 2011-12.

**6. Implementation scheme: -**

12 months from the date of award of work.

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

Finance has concurred the proposal vide Diary No. 982/Finance/R-Civil

dated 11.05.10.

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

No comments in view of concurrence of Finance Deptt.

**9. Legal implication of the Project: -**

NIL

10. Details of previous council resolutions, existing law of parliament and Assembly on the subject:

NIL

11. Comments of the Law department on the Subject/project: -

NIL

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

NIL

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

It is certified that all CVC guidelines have been followed.

14. Recommendations: -

It is recommended that administrative approval and expenditure sanction for Rs.2,11,87,900/- (Rupees Two crores eleven lacs eighty seven thousand nine hundred only) may be accorded. Permission may also be granted to take further action in anticipation of confirmation of the minutes of the Council.

15. Draft resolution: -

It is resolved in the Council that administrative approval & expenditure sanction is accorded for Rs.2,11,87,900/- (Rupees Two crores eleven lacs eighty seven thousand nine hundred only). Permission is also granted to proceed further in anticipation of confirmation of the minutes of the Council.

**COUNCIL'S DECISION**

Resolved by the Council to accord administrative approval & expenditure sanction amounting to Rs.2,11,87,900/- for the work of Imp. to Palika Niketan Housing Complex, Sector-10, RK Puram.

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

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Annexure 'A'

**OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
CIVIL ENGINEERING DEPARTMENT, NDMC,  
ROOM NO.320, SBS PLACE, GOLE MARKET;  
NEW DELHI**

Ref. No. 4677-86

Dated:- 30/11/

**M/s Bhasin Construction Co.  
J-3/178, Rajouri Garden,  
New Delhi-27.**

**Subject:- 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.**

Your tender for the above said work has been accepted by the competent authority on behalf of New Delhi Municipal Council at tendered Amount of Rs. 2,28,55,488/- which is 7.92 % above the estimated cost of Rs. 2,11,79,082/- .

You are requested to attend this office on any working day along with a non-judicial stamp paper worth Rs.50/- to complete the formal agreement within seven days after the issue of this letter.

You are also directed to start the work at once. Please note that the time of completion of work is **One Year** which shall be reckoned from the tenth day after the date of this order to commence work or from the first date of handing over of site whichever is later.

You are requested to contact the Assistant Engineer-IV (BM-II) for taking possession of site and starting the work.

Yours truly,

Sd/-  
(Er. Rakesh Kumar)  
Executive Engineer (BM-II)

20  
Contracted

Ex. Engr (BM-II)

**CIVIL ENGINEERING DEPARTMENT (BM-II)**  
**NEW DELHI MUNICIPAL COUNCIL, SBS PLACE**  
**GOLE MARKET, NEW DELHI**

Estimated Cost :- 2,11,79,082/-

Time :- One Year

Subwork Name : Improvement to Housing Complex Palika Niketan Sector 10 R.K.Puram.  
 Sub Head Renewing damage plaster with external face of blocks of Palika Niketan

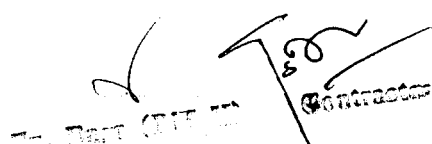
S.No.	Item No	Item Description	Quantity	Unit	bhasincons truction co Submitted Rate (With Rebate)	bhasincons truction co Item Total Amt (Qty * Submitted Rate(With Rebate).
1.	1	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	22,817.00	Square Meter	10	228170
2.	2	Washed stone grit plaster on exterior walls of height upto 10 M. above Plinth/ground level in two layers, under layer 12mm cement plaster 1:4 (1 cement: 4 coarse sand ) furrowing the under layer with scratching tool, applying cement slurry on the under layer @ 2 Kg of cement per square metre, top layer 15mm cement plaster 1:1/2:2 (1 cement: 1/2 coarse sand : 2 stone chipping 10mm nominal size) in panels with groove all around as per approved pattern including scrubbing and washing, the top layer with brushes and water to expose the stone chippings ,complete as per specification and direction of Engineer-in- charge (Payment for providing grooves shall be made separately).	16,311.00	Square Meter	375	6116625
3.	3	Forming groove of uniform size in the top layer of washed stone grit plaster as per approved pattern using wooden battens, nailed to the under layer including removal of wooden battens, repair to the edges of panels and finishing the groove complete as per specifications and direction of the Engineer-in-charge : (a) 20 mm wide and 15 mm deep groove	5,639.00	Meter	10	56,390.00
4.	4	Extra for washed grit plaster on exterior walls or height more than 10m from ground level for every additional height of 3 m or part thereof.	4,970.00	Square Meter	20	99,400.00
5.	5	Demoishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - In - charge. 1:3:6 or richer mix.	140	Cubic Meter	250	35,000.00
6.	6	Dismantling of flushing cistern of any size including stacking of useful materials near the site and disposal of unserviceable materials within 50 metres lead.	75	Each	50	3,750.00
7.	7	20 mm cement plaster of mix 1:6 (1 cement: 6 fine sand).	458	Square Meter	120	54,960.00
8.	8	Extra for plastering exterior walls or height more than 10m from ground level for every additional height of 3 m or part thereof	146	Square Meter	30	4,380.00
9.	9	Dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, manually/ by mechanical means including stacking of pipes within 50 metres lead. as per direction of engineer in charge. 15 mm to 40 mm nominal bore	3,697.00	Meter	30	110910
10.	10	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting & making good the walls etc. (Internal work). (a) 15mm dia nominal bore.	2,862.00	Meter	165	472230
11.	10.(b)	(b) 32 mm dia nominal bore	461	Meter	318	146598
12.	11	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. (external work) (a) 50mm dia. nominal bore	374	Meter	462	172788
13.	12	Dismantling C.I. or asbestos rain water pipe with fittings and clamps including stacking the material within 50 metres lead : (a) 100 mm dia pipe	720	Meter	10	7,200.00
14.	12.(b)	(b) 75 to 80 mm dia pipe.	360	Meter	10	3,600.00
15.	13	Providing and fixing soil, waste and vent pipes : (a) 100 mm dia Sand cast iron S&S pipe as per IS : 1729	720	Meter	555	399600
16.	13.(b)	(b) 75 mm dia meter Sand cast iron S&S pipe as per IS : 1729	360	Meter	421	151560
17.	14	Providing and fixing single equal plain junction or required degree with access door, insertion rubber washer: 3 mm thick, bolts and nuts complete. a) 100x100x100mm. Sand cast iron S&S pipe as per IS : 1729	144	Each	356	51,264.00
18.	14.(b)	(b) 75x75x75 mm Sand cast iron S&S pipe as per IS : 1729	72	Each	324	23,328.00
19.	15	Providing and fixing collar: (a) 100 mm Sand cast iron S&S. as per IS : 1729	288	Each	176	50,688.00
20.	15.(b)	(b) 75 mm Sand cast iron S&S. as per IS : 1729	144	Each	135	19,440.00

21.	16	Providing and fixing plain bend of required degree. 100mm. Sand cast iron S&S as per IS : 1729	336	Each	243	81,648.00
22.	16.(b)	(b) 75 mm Sand cast iron S&S. as per IS : 1729	168	Each	203	34,104.00
23.	17	Providing lead caulked joints to sand cast iron/centrifugally cast (spun) iron pipes and fittings of diameter: (a) 100 mm.	288	Each	115	33,120.00
24.	17.(b)	(b) 75 mm	144	Each	100	14,400.00
25.	18	Providing and fixing M.S. holder-bat clamps of approved design to Sand Cast Iron/cast iron (spun) rain water pipe embedded in and including cement concrete blocks 10x10x10cm of 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) including cost of cutting holes and making good the walls etc. (a) For 100 mm dia. pipe	120	Each	29	3,480.00
26.	19	Providing and fixing terminal guard: (a) 100 mm. Sand cast iron S & S. as per IS : 1729	48	Each	300	14,400.00
27.	19.(b)	(b) 75 mm Sand cast iron S&S. as per IS : 1729	24	Each	200	4,800.00
28.	20	Earth work in excavation by mechanical mean (hydraulic excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	302	Cubic Meter	100	30,200.00
29.	21	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	226	Cubic Meter	35	7,910.00
30.	22	Painting (two or more coats) on rain water, soil, waste and vent pipes and fittings with black anticorrosive bitumastic paint of approved brand and manufacture over and including a priming coat of ready mixed zinc chromate yellow primer on new work: 100mm diameter pipes	720	Meter	15	10,800.00
31.	23	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work upto plinth level 1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	140	Cubic Meter	3,800.00	532000
32.	24	Providing, laying and jointing glazed stoneware pipes grade 'A' with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete 200 mm diameter	72	Meter	500	36,000.00
33.	25	Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) all-round S.W. pipes including bed concrete as per standard design. 200 mm dia S.W pipe.	72	Meter	500	36,000.00
34.	26	Dismantling of old S.W. pipes including breaking of joints and bed concrete stacking of useful materials near the site within 50 m lead and disposal of unserviceable materials into municipal dumps (a) 100 mm diameter	72	Meter	15	1,080.00
35.	27	Providing and fixing water closet squatting pan (Indian type W.C. pan ) with 100mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required : White Vitreous china Orissa pattern W.C. pan of size 580x440mm with integral type foot rests.	134	Each	1,960.00	262640
36.	28	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern with manually controlled device (handle lever), conforming to IS : 7231, parryware/ hindware/seabird/ orient( coral) with all fittings and fixtures complete including cutting and making good the walls and floors wherever required: W.C pan with ISI Marked white solid plastic seat & lid.	10	Each	2,500.00	25,000.00
37.	29	Providing and fixing stainless steel A ISI 304 (18/8) kitchen sink as per IS: 13983 with CI brackets and stainless steel plug 40 mm thick including painting of fittings and brackets, cutting and making good the walls wherever required. Kitchen sink with drain board 510x1040 mm bowl depth 178 mm.	144	Each	2,000.00	288000
38.	30	Providing and fixing mirror of superior glass (approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing. Rectangular shape 453x357mm	144	Each	500	72,000.00
39.	31	Providing and fixing 600x120x5mm glass shelf with edges round of supported on anodized aluminum angle frame with C.P. brass brackets and guard rail complete fixed with 40mm long screws, rawl plugs etc., complete	144	Each	500	72,000.00



40.	32	Providing and fixing PTMT towel rail complete with brackets fixed to wooden cleats with CP brass screws with concealed fitting arrangement of approved quality and colour. 600mm long towel rail with total length of 645mm, width 78mm and effective height of 88mm, weighing not less than 190gms.	144	Each	329	47,376.00
41.	33	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. Semi rigid pipe. 32 mm dia	10	Each	50	500
42.	34	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require : White Vitreous China Flat back wash basin size 550x400 mm with single 15 mm C.P. brass pillar tap.	10	Each	2,000.00	20,000.00
43.	35	Providing and fixing brass bib cock of approved quality : 15mm nominal bore	225	Each	335	75,375.00
44.	36	Providing and fixing brass stop cock of approved quality : 15mm nominal bore	150	Each	500	75,000.00
45.	37	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS : 15622 of minimum thickness 5 mm of approved make like NITCO, ORIENT, SOMANY KAJARIA, make in all colours, shades except begundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting, risers of steps and dados over 12 mm thick bed of Cement Mortar 1:3 (1 Cement : 3 Coarse sand) and jointing with grey cement slurry @ 3.30 kg per sqm including pointing in white cement mixer with pigment of matching shade complete.	5,481.00	Square Meter	540	2959740
46.	38	Providing and laying Ceramic glazed floor tiles 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of NITCO, ORIENT, SOMANY KAJARIA, make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick Cement Mortar 1:4 (1 Cement : 4 Coarse sand) including pointing the joints with white cement and matching pigment etc complete.	6,815.00	Square Meter	540	3680100
47.	39	Providing and fixing 18mm thick gang saw cut mirror polished pre-moulded and pre-polished machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size of approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edge to give high gloss finish etc. complete at all levels. Granite of any colour and shade Area of slab over 0.50 sqm.	232	Square Meter	2,500.00	580000
48.	40	Fabricating and fixing of MS-sheet cupboard shutter with frame/chowkhat(godre) style/design) using glazed sheet in all work min width of chowkhat 100mm and of required depth including cost of fixing with teak wood plugs of size 50x50x50mm in cement concrete 1:3:6 (1cement:3coarsesand: 6graded stone aggregate 12.5 mm nominal size) or rawl plugs locking arrangement with Harison/plaza make almirah lock and CP handle including priming coat and spray painting of required texture/design and shade on exposed surface and spray paint of required on balance painting surface complete as per direction of Engineer-in-Charge. Front face shall be measured for the purpose of payment. (a) Frame and for complete 4 mt of different size.	733	Square Meter	2,500.00	1832500
49.	41	Grading roof for water proofing treatment with Cement mortar 1:4 (1 cement :4 coarse sand)	89	Cubic Meter	4,375.00	389375
50.	42	Providing and laying APP (atactic polypropylene polymer) modified prefabricated five layer 3mm thick water proofing membrane, black finished reinforced with non- woven polyester matt consisting of a coat of bitumen primer of r bitumen membrane @ 0.40 ltr/sq.m. by the same membrane manufacture of density at 25° c, 0.87-0.89 kg./ltr and viscosity 70-160cps. over the primer coat the layer of membrane shall be laid using butane torch and sealing all joints etc., and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be : joint strength in longitudinal and transverse direction at 23° c as 650/450 N./5cm. tear strength in longitudinal and transverse direction as 300/250N. softening point of membrane not less than 150° c cold flexibility shall be upto -2° c when tested in accordance with ASTM, D-5147. the laying of membrane shall be got done through the authorized applicator of the manufacturer of membrane. 3mm thick	2,204.00	Square Meter	350	771400

51.	43	Providing and fixing broken glazed tiles (not less than 20 kg /m <sup>2</sup> min.) on top of hot blown bitumen @ 1.7 kg/sq.m (1.40 kg/sq.m of 85/25 and 0.30 kg/ m <sup>2</sup> of 80/100 grade) and joints filled with cement mortar 1: 2 (1 cement: 2 coarse sand) mixed with water proofing compound all complete as per direction of Engineer in charge.	2,204.00	Square Meter	400	881600
52.	44	Carriage materials by mechanical transport including loading unloading lead upto 1 km. (b) Earth	76	Cubic Meter	250	19,000.00
53.	44.(c)	(c) Lime ,moorum, building rubbish	485	Cubic Meter	250	121250
54.	45	Extra for the carriage material by mechanical transport for every additional lead of 1 km part thereof (Beyond 1km upto 5 km) (b) Building rubbish	1,940.00	Cubic Meter Per Kilometer	0.2	388
55.	45.(c)	(c) Earth	304	Cubic Meter Per Kilometer	0.2	60.8
56.	45	(Beyond 5km upto 10 km) (a) Building Rubbish	2,425.00	Cubic Meter Per Kilometer	0.2	485
57.	45	(b) Earth	380	Cubic Meter Per Kilometer	0.2	76
58.	45	(Beyond 10km upto 20 km) (a) Building Rubbish	4,850.00	Cubic Meter Per Kilometer	0.2	970
59.	45	(b)Earth	760	Cubic Meter Per Kilometer	0.2	152
60.	46	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead : Of area 3 sq. metres and below	218	Each	100	21,800.00
61.	47	Taking out doors, windows and clerestory window shutters (steel or wood) Including stacking within 50 metres lead: Of area 3 sq. metres and below	160	Each	100	16,000.00
62.	48	Providing and fixing factory made ISI marked steel glazed doors, windows and ventilators side /top /centre hung with beading and all members such as K11 B and K12 B etc. complete of standard rolled steel sections, joints mitred and flash butt welded and sash bars tenoned and riveted with 15x3mm lugs, 10cm long, embedded in cement concrete blocks 15x10x10cm of 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size) or with wooden plugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required, including providing and fixing of hinges, pivots, float glass panes with glazing clips and special metal sash putty of approved make and a priming coat of approved steel primer excluding the other fittings except necessary hinges or pivots complete as per approved design. ( sectional weight only steel members shall be measured for payment without weight of glass & other fittings)	343	Kilogram	150	51,450.00
63.	49	Providing and fixing factory made P.V.C. door frame of size 50x47mm with a wall thickness of 5mm, made out of extruded 5mm rigid PVC foam sheet mitred at corners and joined with 2 Nos. of 150mm long brackets of 15x15mm M.S. square tube, the vertical door profiles to be reinforced with 19x19mm M.S. square tube of 19 gauge, EPDM rubber gasket weather seal to be provided through out the frame. The door frame to be fixed to the wall using M.S. screws of 65/100mm size complete as per manufacturers specification and direction of Engineer-in-Charge.	776	Meter	350	271600
64.	50	Providing and fixing to existing door frames. 30mm thick factory made panel PVC door shutter consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 19mm x 19mm for styles and 15x15mm for top & bottom rails. M.S. frame shall have a coat of steel primers of approved make and manufacture . M.S. frame covered with 5mm thick heat moulded PVC 'C' channel of size 30mm thickness, 70mm width out of which 50mm shall be flat and 20mm shall be tapered in 45degree angle on either side forming styles; and 5mm thick, 95mm wide PVC sheet out of which 75mm shall be flat and 20mm shall be tapered in 45 degree on the inner side to form top and bottom rail and 115mm wide PVC sheet out of which 75mm shall be flat and 20mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall be provided either side of the panel. 10mm (5mm x 2 ) thick, 20mm wide cross PVC sheet be provided as gap Insert for top rail & bottom rail. paneling of 5mm thick both side PVC sheet to be fitted in the M.S. frame welded/ sealed to the styles & rails with 7mm (5mm+2mm) thick x 15mm wide PVC sheet beading on inner side, and thick PVC strip of 20mm width is to be stuck on the Interior side of the 'C' Channel using PVC solvent adhesive etc. complete as per direction of Engineer-in-charge. Manufacturer's specification & drawing (for W.C. and bathroom door shutter).	246	Square Meter	1,823.00	448458



65.	51	Providing and fixing ISI marked flush door shutters conforming to IS: 2202 (Part 1) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters : 35 mm thick including ISI marked one side st. steel screws (hinges will be paid for separately)	276	Square Meter	1,200.00	331200
66.	52	Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete : 250x16 mm	320	Each	70	22,400.00
67.	53	Providing and fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete : 250 x 10 mm	640	Each	80	51,200.00
68.	54	Providing and fixing ISI marked oxidised M.S. handles conforming to IS:4992 with necessary screws etc. complete : 125 mm	640	Each	10	6,400.00
69.	55	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	662	Square Meter	50	33,100.00
70.	56	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work	28	Square Meter	50	1,400.00
71.	58	Chipping of unsound weak concrete material removal of existing from slabs, beams, column, etc. with power driving (HILTI,TE706) or pneumatic chisel as directed by engineer in charge up to the required depth including making square shoulders of camber as per direction of engineer in charge. Upto 25mm thick including disposal of malba within 50 meter lead.	239	Square Meter	500	119500
72.	59	Cleaning reinforcement of total rust by applying alkaline chemical, rust remover with paint brush and removing loose, particles after 24 hours of application with wire brush and thoroughly washing with water and allowing it to dry. Bars of dia 12mm or less	239	Square Meter	700	167300
73.	60	Providing and applying zinc rich nitozinc primer (FOSROC) on reinforcement with brushes as per the manufactures specification and direction of engineer in charge. (coverage 4.5 sqm/per ltr.)	239	Square Meter	70	16,730.00
74.	61	Providing slurry tight box type shuttering on proper supporting system and making the provision for pouring micro-concrete including the cost of removal of the same after completion as per direction of engineer in charge.	287	Square Meter	250	71,750.00
75.	62	Providing and applying free flow non shrink micro-concrete rendroe RG (L) (FOSROC) on damaged portion of beam at all and height as per manufactures recommendation and direction of engineer in charge excluding the cost of slurry tight box type centering and shuttering (Approximate yield 13.70 litre for 25 Kg's of bag).	16	Cubic Meter	6,000.00	96,000.00
<b>TOTAL (A)</b>						<b>22949098.8</b>

**Subwork Name : Improvement to Housing Complex Palika Niketan Sector 10 R.K.Puram.**

**Sub Head Renewing damage plaster with external face of blocks of Palika Niketan (Negative Item)**

S.No.	Item No	Item Description	Quantity	Unit	Bhasin construction co	Bhasin construction co
1.	57	Purchase and taken away dismantled material from the site including transportation as per direction of engineer in charge. I)G.I pipe	3,697.00	Meter	3	11,091.00
2.	57	II)C.I flushing cistern	75	Each	80	6,000.00
3.	57	III)S.C.I pipe ( a ) 100 mm	720	Meter	30	21,600.00
4.	57	(b) 75 mm	360	Meter	30	10,800.00
5.	58	IV) Iron windows	58	Each	100	5,800.00
6.	57	V) wooden door	160	Each	100	16,000.00
7.	57	VI) Iron frame 160x9-30 kg/each ( T-Iron 40x40x6 = 0.65 + 2.00+2.00 = 4.65m @ 2.00 kg/m)	1,488.00	Kilogram	15	22,320.00
<b>TOTAL (-B)</b>						<b>93,611.00</b>
<b>GRAND TOTAL (A) + (B)</b>						<b>22,855,487.80</b>

**SubWork Details**

S.No.	Sub Work Name	SOR Total	Est. Val Total	bhasin construction co
1.	Improvement to Housing Complex Palika Niketan Sector 10 R.K.Puram. Sub Head Renewing damage plaster with external face of blocks of Palika Niketan		0 2,29,49,098.80	
2.	Improvement to Housing Complex Palika Niketan Sector 10 R.K.Puram. Sub Head Renewing damage plaster with external face of blocks of Palika Niketan (Negative Item)		0 93,611.00	
<b>Grand Total *</b>			<b>0 2,28,55,487.80</b>	
<b>Rebate (in %age)</b>			<b>NA</b>	<b>0</b>
<b>Fixed Deduction Amount</b>			<b>NA</b>	<b>NA</b>

-142-

Net Amount ((Grand Total * (1-Rebate/100))-Fixed Deduction Amount)	0	2,28,55,487.80		
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\*Subwork Formula for Grand Total: +(Improvement to Housing Complex Palika Niketan Sector 10 R.K.Puram. Sub Head Renewing damage plaster with external face of blocks of Palika Niketan)-(Improvement to Housing Complex Palika Niketan Sector 10 R.K.Puram. Sub Head Renewing damage plaster with external face of blocks of Palika Niketan (Negative Item))

Material to be issued :- Grey cement 516.15 MT @ 4314/- PMT Shall be issued from any NDMC Store.

EE (BM-II) 30/11/6

Ex. BEE (BM-10) Contractor

Annexure 'B'

Reminder -II

Dated: 23/5/11

043-46/EE (BM-II)

Shri. Shri. Const. Co.,  
Rajouri Garden,  
New Delhi -27

**Subject :-** 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.

The above noted work was awarded to you vide letter no. D/-4677-86/EE(BM-II) dt. 30.11.10 with the stipulated date of start and completion as 10.12.10 and 09.12.11 respectively. The site was inspected by the undersigned alongwith the J.E / A.E concerned to review the progress of the work which was observed as very slow. In this regard, letters no. D/4929-32/EE(BM-II) dt.05.1.11 and D/-5255-58/EE(BM-II) dt. 8.3.11 have already been served to you to accelerate the progress of the work. Further, it has also been observed that the work being executed by you is not in a organized and planned manner which is causing problems to the residents of the complex.

In view of the above, you are hereby directed to expedite the progress of the work in an organized and planned manner by deploying more labour at work site, so as to achieve the target completion time.

Sd/-  
(Er. Rakesh Kumar )  
Executive Engineer (BM-II)

Copy to :-

1. CE (C-II), for kind information please.
2. SE(BM-I), for kind information please.
- ✓ 3. AE-III (BM-II), for strict compliance please.

Executive Engineer (BM-II)

-144-

Reminder -III

OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
CIVIL ENGINEERING DEPARTMENT, NDMC,  
ROOM NO.320, S.B.S. PLACE, GOLE MARKET, NEW DELHI

No:- D827-40/EE(BM-II)

Dated: 7-6-11

M/s Bhasin Cosnt. Co.,  
J-3/178, Rajouri Garden,  
New Dehli-27

**Sub:- Improvement to Housing Complex Palika Niketan at Sector -10, R.K Puram.**  
**SH:- Renewing damaged plaster with external face of blocks of Palika Niketan.**

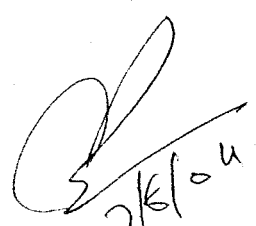
The above noted work was awarded to you vide letter no. D/- 4677-86/EE(BM-II) dt. 30.11.10 with the stipulated date of start and completion as 10.12.10 and 09.12.11 respectively. The site was inspected by the undersigned along with the J.E / A.E concerned to review the progress of the work which was observed as very slow. In this connection, letters No. D/4929-32/EE (BM-II) dt. 05.1.11, D/-5255-58/EE(BM-II) dt. 8.3.11 and subsequent reminder No. D-443-46/EE (BM-II) dt.23.5.2011 has already been served to you to accelerate the progress of the work. It has also been observed that the work being executed by you is not in an organized and planned manner which is causing inconvenience to the residents of the complex, even there is no hindrance from the department side for execution of the work.

In view of the above, you are hereby directed to accelerate the progress of the work in an organised and planned manner by executing other related works / items by deploying more labour at work site to achieve the target in completion time.

Sd/-  
(Er. Rakesh Kumar)  
Executive Engineer (BM-II)

Copy to :-

1. CE (C-II), for kind information please.
2. SE(BM-I), for kind information please.
3. AE-III(BM-II), for follow-up & strict compliance please.
4. Office Copy

  
Executive Engineer (BM-II)

1018-22

-145-

Dated:- 15/11/11

Const. Co.  
Jouri Garden,  
27.

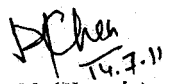
Subject:- Improvement to Housing Complex Palika Niketan at Sector-10, R.K. Puram.  
Head:- Renewing damaged plaster with external face of blocks of Palika Niketan.

The above stated work was awarded vide letter No. D/4677-86/EE(BM-II) dated 30.11.2010. The stipulated date of start and completion of work are 10.12.2010 and 12.2.2011 respectively. The site was handed over to you and work was accordingly started. As per clause 5, sub-clause 5.1 (reproduced below) you have to submit a progress and time chart as explained in para. But till date the same has not been received in the office.

5.1 As soon as possible after the contract is concluded, the contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in the cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone schedule 'F'."

In this connection you are directed to deposit time and progress chart for the above said work in division office within 7 days after the receipt of this letter, so that work may be completed within stipulated period.

Yours truly,

  
(Er. P.K Chugh)  
Executive Engineer (BM-II)

Copy to:-

1. C.E(C-II) for kind information.
2. S.E(BM-I) for kind information.
3. A.E-III for follow up action.

  
ole

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OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
NEW DELHI MUNICIPAL COUNCIL  
SBS PLACE, GOLE MARKET, NEW DELHI

No. D-1203-06/EE(BMD)

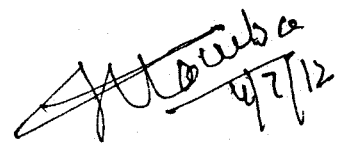
Dated : 4-7-12 ✓

M/s Bhasin Const. Co.,  
J-3, 178, Rajouri Garden,  
New Delhi.

**Sub :** Imp. to Housing Complex, Palika Niketan Sector - 10, R.K. Puram  
**SH :** Renewing damaged plaster with external face of blocks of Palika Niketan.

The above cited work was awarded to you vide Award letter No. D/4677-86/(EE(BM-II) dated 30.11.10 with the stipulated date of start and completion as 10.12.10 and 09.12.11 respectively. You are well aware that stipulated time has already been expired but the entire work at site has not been completed till date, inspite of giving number of reminders and no. of discussions made with you. Till date 75% work has been completed in which various deficiencies were pointed out to you, are still to be rectified to the entire satisfaction of undersigned.

You are once, again, directed to submit the time line within seven days from the issue of this letter for the completion of remaining work including rectification of the defects pointed out to you during various site inspections and expedite the ongoing work so that the work can be completed at the earliest otherwise action as per the relevant clause will be taken by the department.

  
(ER. S.K. LAMBA)  
E.E.(BM-II)

CC :

1. S.E.(BM-I) : for kind information pls.
2. A.E.-III : for follow up & report the status within a week.
3. A.A.O.

Forwards pl,

  
4/7/11



- 147 -

**OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
NEW DELHI MUNICIPAL COUNCIL  
SBS PLACE, GOLE MARKET, NEW DELHI.**

No. 9/1374-76 (BM-II) EE (BM-II)

Dated : 20/7/12

M/s Bhasin Const. Co.  
J-3/178, Rajouri Garden  
New Delhi - 110 027

**Sub : Imp. to Housing Complex Palika Niketan at Sec.-X, R.K. Puram**  
**SH : Renewing damaged plaster with external face of block of Palika Niketan**

It has been informed by the AE(Incharge) of the said work that the above said work is not going as per his satisfaction and instructions at the site are not being followed properly by your field staff, hence, you are hereby directed to attend the following immediately :

1. Remove the malba lying between block A, B, C, D and E for which number of telephonic messages have already been given to you but no action has been taken in this regard whereas the residents are facing great inconvenience.
2. There is no supervisory staff available at the site of work whereas you are supposed to provide one graduate engineer at site of work for supervision due to which work is going on in a haphazard manner.
3. No proper curing arrangement has been made at the site of work for which you are hereby directed to take immediate action.
4. Lot of malba is lying at terrace of the entire block which is choking rain water pipes and khurras and requires immediate action due to the rainy season.
5. No action is being taken for fixing the sanitary fixtures such as kitchen sink, flushing cistern, bib cocks etc. whereas allottees are pressing hard for the same.
6. PVC doors brought at site by you be got fixed within 10 days in all respect.
7. The entire gully traps of block A, B, C, D & E be got cleaned immediately as these have been choked.
8. Window glass panes are not being cleaned properly after grit wash plaster for which proper attention be given.

2-20/7/12 BMIIAAU

OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
NEW DELHI MUNICIPAL COUNCIL  
SBS PLACE, GOLE MARKET, NEW DELHI

No. 2/- 1909-12 /EE (BM-II)

Dated : 27/8/12

Bhasin Const. Co.,  
J-3, 178, Rajouri Garden,  
New Delhi. - 27

**Sub : Imp. to Housing complex Palika Niketan at Sec.-X, R.K. Puram**  
**SH : Renewing damaged plaster with external face of blocks of Palika Niketan**

This is in continuation to letter dated 20.7.12 and 09.8.12 in which you were directed to attend the various works mentioned in the letter but during the inspection of SE(BM) & undersigned on 18.8.12, it was observed that no action has been taken by you neither any efforts have been made to remove the building rubbish/malba lying all over the complex and the malba was being removed by departmental by engaging municipal vehicle. In addition, SE(BM) was not satisfied with the quality of work being carried out by you with respect to workmanship and progress of the work. hence, you are hereby once again directed to remove the following deficiencies immediately :

- RS6P/BM II JAB  
27-8-12
1. Repair to doors and windows jambs which have not been repaired after carrying out the grit wash plaster.
  2. Cleaning of MS window and glass panes of complex.
  3. Cleaning of SCI & GI pipes of the entire complex where the grit wash plaster has been carried out.
  4. Filling of groove made in the grit wash plaster.
  5. It was observed that the roof top was not got cleaned after making the water proofing treatment on the roof terrace and heaps of building rubbish was found at various places.
  6. Number of allottees raised issue with respect to poor response to their complaints registered with your representative, who may be instructed to attend the complaints properly received from the allottees regarding the on-going works carried out by yourself.

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**OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
NEW DELHI MUNICIPAL COUNCIL  
SBS PLACE, GOLE MARKET, NEW DELHI**

No. *D/1749-52/EE(BM-II)*

Dated : *9/8/12*

M/s Bhasin Const. Co,  
J-3/178, Rajouri Garden,  
New Delhi - 110 027

**Sub : Imp. to Housing Complex Palika Niketan at Sec.-X, R.K. Puram**  
**SH : Renewing damaged plaster with external face of block of Palika Niketan**

This is in continuation to this office letter No. D/1374-76/EE(BM-II) dated 20.7.12 in which you were directed to attend the various works mentioned in the letter but during the visit at site, it has been observed that no action has been taken by you on any of the mentioned deficiencies. It has further been noticed that lot of building rubbish/malba is lying all over the complex and creating unhygienic condition, your field staff have already been instructed to remove this malba immediately but no action has been taken from your side. Considering the on-going monsoon season and difficulties being faced by the allottees, you are once again directed to remove the building rubbish/malba within three days, failing which appropriate action as per the relevant clause will be taken.

*[Signature]*  
*9/8/12*  
(ER. S.K. LAMBA)  
E.E.(BM-II)

CC :

1. SE(BM-I) : for kind information pls.
2. A.E.-III : for follow up & report the status within a week.
- ✓ 3. Work file

- 150 -

OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
NEW DELHI MUNICIPAL COUNCIL  
SBS PLACE, GOLE MARKET, NEW DELHI.

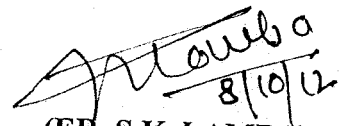
No. 3247-50 / EE BM-II / 2012-13

Dated : 8/10/12 ✓

M/s Bhasin Const. Co.,  
J-3/178, Rajouri Garden,  
New Delhi - 110 027

**Sub : Imp. to Housing Complex Palika Niketan, Sec.X, R.K. Puram**  
**SH : Renewing damage plaster with external face of blocks of Palika Niketan**

The above noted work was awarded to you vide Agreement No. 78/EE(BM-II)/2010-11 and the date of completion of the said work has expired on 09.12.11 whereas till date only 77% of the work has been completed inspite of number of letters issued to you to expedite the work and give the time schedule for completing the work at the earliest but the reason best known to you, you have not provided any time schedule to the department for completing the work since a lot of time have been wasted and lapsed and, moreover, residents are pressing hard for the inconvenience provided to them due to non-completion of the project; hence, you are hereby directed to intimate the time line for completing the project upto 12.10.12 positively.

  
(ER. S.K. LAMBA)  
E.E.(BM-II)

OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
NEW DELHI MUNICIPAL COUNCIL  
ROOM NO. 320, SBS PLACE  
GOLE MARKET, NEW DELHI.

Ref. No. D/- 4024-27

Dated :- 5/12/12

M/s Bhasin Const. Co.,  
J-3/178, Rajouri Garden,  
New Delhi -110027

**Sub :- Improvement to Housing Complex Palika Niketan at R.K Puram Sec-10.**  
**SH: Renewing damaged plaster with external face of block of Palika Niketan.**

The above said work was awarded to you vide award letter no. D/4677-86/EE(BM-II) dated 30.11.10 with the stipulated date of start and completion as 10.12.10 and 09.12.11 respectively inspite of several numbers of requests as well as correspondence has been made but inspite of several reminders, no construction activity being carried out in the complex. Whereas you have been requested several times to complete the work at the earliest and provide the timeline for completing the work. Details of which are as under:-

7  
from last  
for two month

1. Removal of Malba from the new blocks, which is creating up-hygienic
2. The grit wash plaster work has not completed by the contractor in the new blocks and the shuttering carried out for the grit wash occur due to heavy shuttering member are stand abandoned.
3. Complete the sanitary fittings like Sink, W.C, Flushing cistern, looking mirror, bib cock, pillar cock etc.
4. Fixing the C.I pipes in different shaft of the blocks where heavy seepage has been coming.
5. Fixing windows, M.S cup-boards in almirahs.
6. Fixing PVC door shutters in WC and bath and fittings like tower bolt handle, sliding bolt in flush door shutters fixed by the contractor.
7. Providing and laying the CC on the parking area.
8. Attend the complaints coming from various quarters, due to the work partly left out by the contractor.

You are once again directed to complete the work immediately and also removed all the defect pointed out to you at the earliest, otherwise disciplinary action as per terms and condition of agreement will be taken against you.

  
(Er. S.K Lamba)

Executive Engineer (BM-II)

Copy to :

1. SE(BM-I) for kind information please.
2. AE-III(BM-I) for strict compliance please.
3. Office Copy

OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
NEW DELHI MUNICIPAL COUNCIL  
ROOM NO. 322, S.B.S. PLACE,  
GOLE MARKET, NEW DELHI

Ref No. P/-2661-84 /EE(BM-II)/2015-16 Annexure 'C'

Dated 4/9/15

M/s. Bhasin Const. Co.  
J-3/178, Rajouri Garden  
New Delhi-110027.

SHOW CAUSE NOTICE UNDER CLAUSE 3 OF THE AGREEMENT


Sub: Improvement to Housing Complex Palika Niketan, Sector-10, R. K. Puram.  
SH: Renewing damaged plaster with external face of blocks of Palika Niketan.

Agreement No.78/EE(BM-II)/2010-11.

This is in continuation to this office letter No. D/2419/EE(BM-II)/15-16 dated 26.08.2015, vide which you were requested to re-start the work and repair loose / damaged grit wash panels immediately. Whereas it appears to the undersigned that by reason of your suspension of work, the work entrusted to you under the agreement referred to above will not be completed within the provisionally extended date of completion.

Therefore, I in exercise of power conferred on me by the aforesaid agreement, for and on behalf of the New Delhi Municipal Council, hereby give you notice to show cause within 7 days to my satisfaction why an action under clause 3 (a) and (b) of the above agreement will not be taken against you on account of the breach of contract on your part. Please note that in case no cause is shown by you within the stipulated period or the cause shown is not to my satisfaction, I shall take such actions against you as are contemplated under Clause 3(a) and (b) there under of the said agreement and /or other clauses thereof, without further notice.

Yours faithfully

  
(Er. Raj Shekhar)  
Executive Engineer (BM-II)

Copy to :-

1. CE(C-II), for kind information please.
2. SE(BM-III), for kind information please.
3. AE-III(BM-II), for follow up action.
4. H.A(BM-II) for record.
5. Office Copy.

OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
NEW DELHI MUNICIPAL COUNCIL  
ROOM NO. 322, S.B.S. PLACE,  
GOLE MARKET, NEW DELHI

Ref. No. 2419 EE(BM-II)/2015-16

Dated 26/8/15

M/s. Bhasin Const. Co.  
J-3/178, Rajouri Garden  
New Delhi-110027.

Sub: Improvement to Housing Complex Palika Niketan, Sector-10, R. K. Puram.

SH : Renewing damaged plaster with external face of blocks of Palika Niketan.

Agreement No.78/EE (BM-II)/2010-11.

This is in continuation to this office letter dated 30.04.2015 vide which you were requested to expedite the above said work by deploying more labour. It has been reported by the AE-in-Charge that the work is still held up and no labour is working at the site.

The AE-in-Charge has also informed you vide their letter dated 20.08.2014, 26.12.2014, 23.01.2015 & 21.07.2015 that grit wash panel are regularly falling and some are in dangerous condition and requested for immediate repair of these loose / damaged grit wash panels but no action as yet has been taken by you. To execute the remaining work provision extension of time upto 31.10.2015 is hereby granted to keep the contract alive and it is without prejudice to the right of NDMC to levy compensation delayed and to take action under other clauses of the agreement.

You are therefore, once again requested to restart the work and repair loose/damaged grit wash panels immediately, otherwise action as per relevant clauses of agreement will be initiated against you.

Er. Raj Shekhar  
Executive Engineer (BM-II)

# Bhasin Construction Co.

ENGINEER & CONTRACTORS

-154-

Annexure D

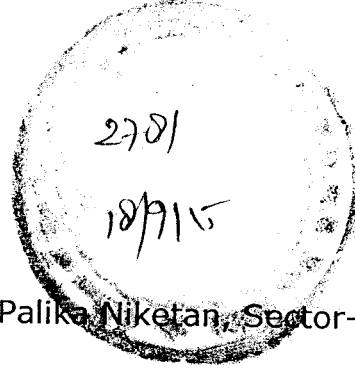
R-840/DA(BM-II)  
21/9/15

Ref No:PN/Sep/15/01

Dated:15/09/2015

To

The Executive Engineer (BM-II),  
New Delhi Municipal Council,  
Room No. 322, S.B.S. Place,  
Gole Market, New Delhi



Sub.: Improvement to Housing Complex Palika Niketan, Sector-10, R.  
K. Puram

S.H.: Renewing damaged plaster with external surface of blocks of  
Palika Niketan

Agreement No.: 78/EE(BM-II)/2010-11

Dear Sir,

I am in receipt of your Show Cause Notice dated 04.09.2015 under clause 3 (a) and (b) of the agreement, the mode of dispatch being Speed Post posted on 07.09.2015, received by me on 08.09.2015.

At the very outset, I submit that your alleged notice under clause-3 (a) and (b) of the agreement is *ab initio* bad in law, arbitrary, unjustified, unreasonable, frivolous and nefarious and is being discarded and rejected by me.

The stipulated date of start abovementioned work as per agreement was 10.12.2010, the time allowed for the completion of work being one year, accordingly, the stipulated date of completion was 09.12.2011. The work was actually and physically completed by me on 30.09.2013. Thereafter, department being satisfied with my performance under aforesaid contract; released the Performance Guarantee amounting to Rs. 11,42,774/-.

The entire delay in execution of work at site was on account of hindrances, obstacles and impediments solely attributable to the department and the same were convincingly documented by me in various letters addressed to the department. The repetition of all

XX  
A-II  
21/9/15  
B.I. examined & found  
A/AO  
21/9



these letters here is considered unnecessary to save your valuable time.

The defect liability period under clause-17 of the agreement also expired on 29.09.2014 and the only obligation left under the aforesaid contract for the department to fulfill is to settle my accounts by paying more than Rs. 22.00 lacs which include the balance amount of work done at site, part rates not released to me in the running account bills despite the fact that all elements of items of work were fully executed by me at site, Security Deposit and Withheld amounts in the running account bills.

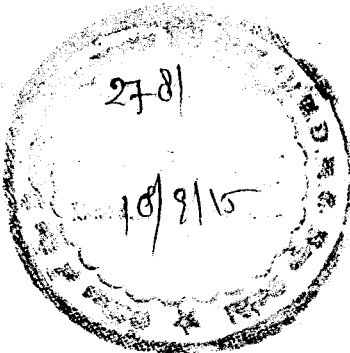
The payments demanded in the preceding para are usual and normal payments which are released at the time of finalisation of accounts in the Final bill by the department. Apart from the aforesaid payments, there are other claims which have arisen in the aforesaid contract.

In view of the facts stated above, any action taken under clause-3 (a) and (b) of the agreement shall be thoroughly bad in law, illegal and arbitrary and I reserve my right to challenge the same at the appropriate time and forum. Your threatened action will be nothing but mockery of justice, daylight slaughter of fairness and reckless disregard to contractual provisions / obligations. I reserve my right to take appropriate action to recover (i) balance complete payment of work done at site (ii) interest on delayed payment of running account & final bills @ 18% per annum (iii) Security Deposit (iv) interest on delayed release of Security Deposit @ 18% per annum (v) Withheld amounts (vi) interest on delayed release of Withheld amounts @ 18% per annum (vii) payment of rise in prices of labour & materials (viii) payment of idle labour, tools, plants, machineries, staff deployed on site and also at Head Office, (ix) damages (xi) loss of profit and all other claims arising out of the aforesaid agreement along with *pendente lite* and future interest @ 18% per annum.

Thanking you,

Yours faithfully,  
For M/s Bhasin Construction Co.,

  
Proprietor

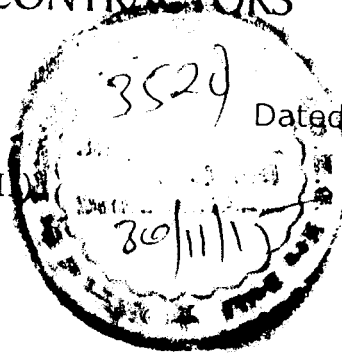


# Bhasin Construction Co.

## ENGINEER & CONTRACTORS

To

The Executive Engineer (BM-II)  
New Delhi Municipal Council,  
Room No. 322, S.B.S. Place,  
Gole Market, New Delhi



Dated: 21/11/15

R-1050/DACBMII  
1/12/15

Sub.: Improvement to Housing Complex Palika Niketan, Sector-10, R. K. Puram

S.H.: Renewing damaged plaster with external surface of blocks of Palika Niketan

Agreement No.: 78/EE(BM-II)/2010-11

Dear Sir,

I am in receipt of your Show Cause Notice dated 04.09.2015 under clause 3 (a) and (b) of the agreement, the mode of dispatch being Speed Post posted on 07.09.2015, received by me on 08.09.2015.

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The stipulated date of start abovementioned work as per agreement was 10.12.2010, the time allowed for the completion of work being one year, accordingly, the stipulated date of completion was 09.12.2011. The work was actually and physically completed by me on 30.09.2013. Thereafter, department being satisfied with my performance under aforesaid contract; released the Performance Guarantee amounting to Rs. 11,42,774/-.

The entire delay in execution of work at site was on account of hindrances, obstacles and impediments solely attributable to the department and the same were convincingly documented by me in various letters addressed to the department. The repetition of all these letters here is considered unnecessary to save your valuable time.

The defect liability period under clause-17 of the agreement also expired on 29.09.2014 and the only obligation left under the aforesaid contract for the department to fulfill is to settle my accounts by paying more than Rs. 22.00 lacs which include the balance amount of work

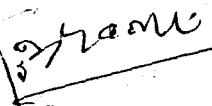
done at site, part rates not released to me in the running account bills despite the fact that all elements of items of work were fully executed by me at site, Security Deposit and Withheld amounts in the running account bills.

The payments demanded in the preceding para are usual and normal payments which are released at the time of finalisation of accounts in the Final bill by the department. Apart from the aforesaid payments, there are other claims which have arisen in the aforesaid contract.

In view of the facts stated above, any action taken under clause-3 (a) and (b) of the agreement shall be thoroughly bad in law, illegal and arbitrary and I reserve my right to challenge the same at the appropriate time and forum. Your threatened action will be nothing but mockery of justice, daylight slaughter of fairness and reckless disregard to contractual provisions / obligations. I reserve my right to take appropriate action to recover (i) balance complete payment of work done at site (ii) interest on delayed payment of running account & final bills @ 18% per annum (iii) Security Deposit (iv) interest on delayed release of Security Deposit @ 18% per annum (v) Withheld amounts (vi) interest on delayed release of Withheld amounts @ 18% per annum (vii) payment of rise in prices of labour & materials (viii) payment of idle labour, tools, plants, machineries, staff deployed on site and also at Head Office, (ix) damages (xi) loss of profit and all other claims arising out of the aforesaid agreement along with *pendente lite* and future interest @ 18% per annum.

Thanking you,

Yours faithfully,  
For M/s Bhasin Construction Co.,

  
Proprietor

OFFICE OF THE EXECUTIVE ENGINEER (BM-II)  
NEW DELHI MUNICIPAL COUNCIL  
ROOM NO. 322, S.B.S. PLACE,  
GOLE MARKET, NEW DELHI

Ref. No. 2966-69 /EE(BM-II)/2015-16

Dated 5/10/15

M/s. Bhasin Const. Co.  
J-3/178, Rajouri Garden  
New Delhi-110027.

Annexure 'E'

SHOW CAUSE NOTICE UNDER CLAUSE 2

Sub: Improvement to Housing Complex Palika Niketan, Sector-10, R. K. Puram.  
SH: Renewing damaged plaster with external face of blocks of Palika Niketan.

Agreement No.78/EE (BM-II)/2010-11.

The date of completion of the above mentioned work was 09.12.2011 as stipulated in the agreement number 78/EE(BM-II)/2010-11 for the work "Improvement to Housing Complex Palika Niketan, Sector -10, R. K. Puram. SH: Renewing damaged plaster with external face of blocks of Palika Niketan."

Extensions of time for completion of the above mentioned work was extended by the Engineer-in-Charge vide his letter No.2419/EE(BM-II)/2015-16 dated 26.08.2015 upto 31.10.2015 under clause 5 of the said agreement without prejudice to the right of the Government to recover compensation in accordance with the provisions of Clause 2 of the said agreement.

The work entrusted to you under the agreement referred above unlikely to be completed within extended date of completion due to your wrongful delay or suspension of work or because of reasons within your control. The work cannot be completed within extended date of completion. Therefore, under the provisions of clause 2 of the above said agreement you have rendered yourself liable to pay compensation.

Therefore, I, in exercise to the powers conferred on me by the aforesaid agreement, for and on behalf of the New Delhi Municipal Council, hereby give you show cause within 07 days to my satisfaction that why compensation should not be imposed upon you under the provisions of clause 2 of said agreement for likely to be delayed completion of the work. Please note that in case no cause is shown by you within the stipulated period or the cause shown is not to my satisfaction, I shall take such actions against you as are contemplated under Clause 2 there under of the said agreement without further notice.

(Er. Raj Shekhar)  
Executive Engineer (BM-II)

Copy to:-

1. CE(O-II), for kind information please.
2. SE (BM-III), for kind information please.
3. AE-III (BM-II), for follow up action.
4. H.A (BM-II) for record.
5. Office Copy.

**ITEM NO. 12 (A-49)****1. Name of Subject :-**

Construction of Type-II Flats at Babu Dham, St. Martin Marg, Chanakya Puri, New Delhi.

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

Civil Engineering Department, Zone-II.

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

The construction of the building and the maintenance of the dwelling units of the Municipal Houses for employees is one of the function of the Council. The existing building adjoining to Barat Ghar Babu Dham was constructed for Kashmiri migrant is lying vacant since long time and very less revenue per year is generated from the use of Baratghar. So, It has been decided in one of the meeting dated 22.11.2016 of the senior officers of the NDMC, that Type-II flats in 7 storied above proposed community hall be constructed after demolition of existing Kashmiri migrants building & Barat Ghar. Accordingly, the proposal of the Preliminary Estimate for the construction of 7 storied Type-II Flats above double height community hall has been prepared for amounting to ₹ 15,14,64,000/-

**4. Detailed proposal of the Subject/Project:-**

The proposal comprises C/o Type-II Flats in 7 storied having living room, bedroom, toilet, kitchen. Balcony, staircase etc. above double height Community Hall at ground floor with following specifications.

1. R.C.C. frame structure with the provision of earthquake resistance.
2. Raft foundation.

Other specifications for flooring, doors, windows, external & internal finishing, sanitary fittings, water supply fittings, etc. have been considered as per CPWD specifications as mentioned in the PAR-2012. The Architectural design/drawings and structural design will be done in house.

**5. Financial implication of proposed subject/project:-**

The Preliminary Estimate amounting to Rs. 15,14,64,000/- has been prepared on the basis of PAR-2012. Including contingencies for composite work i.e. Civil, Electrical & Fire Fighting works etc. duly checked by the planning and concurred by Finance as per details given below:-

1. Civil work	:	Rs.11,85,15,388.00
2. Electrical work	:	Rs. 2,33,58,535.00
3. Fire Fighting work	:	Rs. <u>95,89,363.00</u>
<b>Total</b>	:	<b>Rs. <u>15,14,63,286.00</u></b>
<b>Say</b>	:	<b>Rs. 15,14,64,000.00</b>

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

Time of completion of the project is 18 month after award of the work.

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

The final comment of the Finance Departments of the subject vide their diary No. 2067/Finance/R-civil dated 25.11.2016 is as under:-

The department had earlier submitted a PE amounting to Rs. 15,14,64,000/- as checked by Planning Department for construction of Transit Hostel at Bapu Dham, Chankyapuri by demolishing Kashmiri Migrants Accommodation & Barat Ghar at Bapu Dham based on PAR 2012 + cost index having provision of Fire & Electrical component as under:-

Part-A Civil Work	Rs. 11,85,15,388/-
Part-B Fire Work	Rs. 95,89,363/-
Part-C Electrical Work	Rs. 2,33,58,535/-
Total	Rs. 15,14,64,000/-

1. Now Chairperson has accorded AIP for construction of Type-II Flats at Bapu Dham, Chanakya Puri, New Delhi in place of Transit Hostel at page 19/N.
2. The department has stated that since the estimate for Transit Hostel has been prepared on the basis of PAR 2012 so there will be no difference in estimate for construction of Type-II flats and need not to be recasted and be seen by Planning again.
3. It has been brought out that the Kashmiri Migrants Accommodation is not in use from the date of vacation by Kashmiri Migrants. Regarding Barat Ghar it is stated that the revenue earned in 2014-15 was Rs. 16873/- & in 2015-16 Rs. 206725/-.
4. It has been stated that the scope of the work is G+7 with the provision of Community Centre at Ground Floor.
5. It has been reiterated that provision for Fire & Electrical Department has been taken into consideration while preparing the estimate.
6. From the file it reveals that the drawing submitted by CA is regarding Transit Hostel at Bapu Dham as well as all the other documents placed in the file are prepared keeping in view the earlier work of construction of Transit Hostel.
7. The department has stated that the Survey Report in respect of demolition of existing building and its Reserve Price is being processed separately.

In view of AIP of the Chairman at page 19/N for the proposed work and as stated by the department that the PE is to be placed in the coming Council meeting to be held on 30.11.2016, Department may process its PE amounting to Rs. 15,14,64,000/- (Rupees Fiftten Crore Fourteen Lakh Sixty Four Thousand Only) duly checked by Planning Division at page 14/N (in context of Transit Hostel) & recommended by CE (C-II) at page 21/N for consideration and approval of Council. However while placing the case in the Council, department may bring on record/ensure the following:

- (a) Availability of funds under the proposed COA-06-412-40-0 before incurring any liability.
- (b) Department may ensure that estimate is not inflated keeping in view the market rate of construction of such flats considering the facts that the land is free in this case as it belongs to NDMC.
- (c) Estimate is based on Architectural drawing of transit hostel as prepared by CA department. It needs to be brought on record, as to how the flats will

be constructed based on the drawing of the transit hostel. It is observed that fresh drawing will be needed for construction of Type-II Flats. Department may bring on record as to how the addition and alteration proposed in new drawing for Type-II Flats will be carried out without being approved by the Competent Authority. Department is advised to place on record fresh architectural drawings as per the latest proposals.

- (d) In continuation of observation at 'C' above department may also bring on record whether the norms/area approved by Govt. of India for such types of flats has been taken care of since the drawing upon which department is considering to place the estimate before the Council is for the purpose of Transit Hostel.
- (e) Per Square feet rate in respect of cost of construction may be worked out and brought on record also comparing with the prevailing market rates of construction cost of flats keeping in view the facts that the land belongs to NDMC.
- (f) Department may bring on record how many Type-II flats are proposed to be constructed in this estimate and what is the satisfaction level/demand of Type-II flats.
- (g) Department is advised to prepare and place on record estimates of fire and electrical. Whether, it would be a composite work or respective Deptt. will separately invite tenders and execute their work.
- (h) Modify all the documents viz. History sheets, Abstract of costs, DPR etc. as per the latest proposal.
- (i) As per survey report simultaneously the age of building proposed to be demolished is 22 years against the prescribed life of 75 years and 55 years. Department may ensure and certify that the proposal in hand is in the interest of Council since the building has not completed its prescribed life.
- (j) 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 the drawing of Type-II flats are prepared and got approved from Competent Authority.
- (k) Statues of approval/NOC from different Deptt. i.e. MOUD/DUAC/DDA/Fire etc., if required, may be brought on record.

**Comments of Department on the comments at the Finance Department:-**

The finance Department has accorded approval of the proposal vide their dairy No.2067/Finance/R-civil dated 25.11.2016 and advised that while placing the case in the council, department may bring on record/ensure the following. However as advised by Finance, it is ensured and certified that:

- (a) The availability of the funds under the proposed COA 06-412-40-0 will be ensured before incurring any liability.
- (b) It is ensured and certified that estimate is not inflated keeping in view the market rate of construction of such flats is free as it belongs to NDMC.
- (c) It is brought on record that the Preliminary Estimate has been prepared on the basis of plinth area rates as per drawing issued for Transit Hostel. As per the decision of the Chairman Type-II Flats has to be constructed in

place of earlier proposal of Transit Hostel. The covered area in both the cases, in case of construction of Transit Hostel and construction of Type-II Flats in place of existing Kashmiri Migrant accommodation and Barat Ghar will remain almost same as per FAR utilized. No doubt fresh Architectural drawing as per latest proposal accorded by Chairman, NDMC will be obtained from the Architect Department before preparation of detailed estimate. The drawings from the Architect Deptt. will be got released after getting approval from the competent authority. However, fresh drawings shall be obtained prior preparation of detailed estimate.

- (d) It is bring on record that the norms/area approved by the Govt. of India for such type of flats will be taken care of. However, as already brought on record in the reply of 'C' above, the area to be considered of Type-II Flats will be almost same as was for the Transit Hostel.
- (e) The per square feet rate in respect of cost of construction has been worked out which comes to Rs.3254/- per square feet. It is brought on record that the comparable cost the prevailing market rate of construction cost of Flats is nearly at par.
- (f) It is bring on record that the actual housing unit of Type-II flats will come on the preparation of Architectural Design/Drawings on approval of Competent Authority.
- (g) The estimate of Fire and Electrical has been considered as per provision in PAR. However on receipt of modified drawings, the necessary amendments in the detailed estimate will be in corporarated and regarding separate execution of work in respect of electrical work and fire fighting works, decision will be taken by the Competent Authority.
- (h) It is ensured/certified that need full has been done.
- (i) It is ensured/certified that the proposal in hand is in the interest of Council.
- (j) It is ensured/certified that the proposal has been prepared on the basis of PAR and cost index applicable as per extent rules/orders and there will be no need to revised A/A & E/S after the drawing of Type-II Flats are prepared and will be got approved from the Competent Authority.
- (k) The various approval/NOCs from different department if applicable shall be taken on issue of drawing for construction of Type-II Flats.

8. Legal implication of the Subject/Project:-

----- Nil-----

9. Details of previous Council Resolution/ Existing law of Parliament and Assembly on the Subject.

----- Nil -----

10. Final comment 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 necessary guidelines of CVC have been followed while processing the case.



**12. Recommendation:-**

The case is placed before the Council for according Administrative Approval and Expenditure Sanction of the Preliminary Estimate amounting to Rs. 15, 14, 64,000/- for the construction of Type-II Flats at Babu Dham, Chanakya Puri, New Delhi.

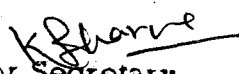
**13. Draft Resolution**

Resolved by the council that A/A & E/S is accorded to the preliminary estimate amounting to Rs. 15,14,64,000/- (Rupees Fifteen Crores Fourteen Lakhs & Sixty-Four Thousands only) for Construction of Type-II Flats at Babu Dham, Chanakya Puri, New Delhi.

**COUNCIL'S DECISION**

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 & Sixty-Four Thousand only) for construction of Type-II Flats at Babu Dham, Chanakya Puri, New Delhi.

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. 13 (A-50)****1. Name of the Subject /Project:-**

Sub:- 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.

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

Civil Engineering Department (C-I), EE (RIP)

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

In pursuance the Swachh Bharat Mission of Govt. of India, NDMC is committed to provide the basic amenities with clean & green environment to public at large by providing sufficient number of public toilets in NDMC area to eliminate open defecation/ urination in NDMC area. The approval-in-principal for inviting the RFP for subject was accorded by the Council vide Agenda Item No. 30(A-60) dt. 20.03.2015. A RFP for construction/ reconstruction of 105 PTU's/ CTU's in three groups i.e. Group-A1, Group-A2 & Group-A3 consisting 35 Nos. PTU's/CTU's in each group was invited on 23.01.2016 from the Private limited / Limited firms on PPP models for concession period of 10 years with the provision for Gents and Ladies toilets separately along with specially abled persons in each PTU / CTU. The bids of Group A1 & Group A2 were awarded to successful bidders vide Resolution No. 13(A-05) dt. 20.04.2016 and for Third Group of 39 Nos. PTU's/ CTU's was awarded to successful bidder vide Resolution No. 40(A-26) dt. 25.07.2016.

- 3.1 The PTU's/CTU's under construction/ reconstruction, operation and maintenance of DBOT basis for general public with provision of required features such as Bank ATM, Water ATM, facilitation space to be used by NDMC. NDMC intend to use the space meant for facilitation centre in the PTU's for providing the health services/ diagnostic centre by allocation the space to "Hello Health Services Pvt. Ltd." on the revenue sharing basis.

**3.2 SALIENT FEATURES OF THE PROJECT**

- a) The Health Agency will provide the diagnostic services at the health facilitation centre such as:-
- Blood pressure.
  - Pulse Oximetry
  - Blood glucose
  - ECG
  - Body temperature
  - Symprometry etc.
- b) At the above diagnostic shall be carried out test fixed substantial rates agreed/ approved by NDMC to the benefit of public at large in routine or

during the need of emergency.

- 3.3 This unit seems to be very useful for the common public and if we provide this in our PTUs, public at large may get benefit of easily accessible, reliable and cost effective medical diagnostic services. People can avail these services to monitor their health. This topic was discussed in detail with the CSC Vendor & CEO of Hello Health who also visited our proposed locations. The idea is feasible and will be in public interest. In addition to the services provided through CSC, our system may also incorporate NDMC services, payment of bills, applying online for electricity/water connection, self-defense training modules, hygiene training modules etc. For the matter of operations unlike CSC, we do not have Village Level Entrepreneur [VLEs], therefore, we may have to ask the vendor to operate also. During the discussion the vendor (hello HEALTH) agreed for this and he has requested for 70:30 sharing [70% for the vendor and 30% for the NDMC] to meet out the cost of manpower for management of the units. MoU with CSC received from Shri Suvanjoy Kumar Sharma, President & CEO, Hello Health Services Pvt. Ltd. is annexed as Annexure A (see pages 169 - 183 ).

#### 4. Detailed proposal on the subject / project:-

- a) "Hello Health Services Pvt. Ltd." be allocated the facilitation space in newly constructing or under construction PTU's/ CTU's NDMC area to provide diagnostic services to the public at large at a nominal rates as approved by NDMC on revenue sharing basis.
- b) For health care services rate of each test is already discovered by CSE [e-Governance Initiative of Government of India].

S. No.	Name of the Service provider	Type of test	Cost charged in Rs. by a VLE per test
1.	Hello Health	Temperature	10
2.	Hello Health	ECG with doctor ratification	100
3.	Hello Health	ECG without doctor ratification	80
4.	Hello Health	Blood Pressure	30
5.	Hello Health	Blood Sugar	40
6.	Hello Health	Syprometry	100
7.	Hello Health	Oximetry	30
8.	Hello Health	Package 1 (BP+ Sugar + Temperature)	70

- c) As per the agreement, there is 50:50 sharing on amount charged for each test between the Vendor (hello HEALTH) and Common Service Centres (CSC). The tests are accredited with NABH and a provision of tele consultation with qualified doctors is also in place.

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

No financial implication involved since all the expenditure for setting of the diagnostic setup is to be borne by the agency.

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

Implementation period : 15 Months for construction period of PTU's  
 Concession Period : 10 Years

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

Chairperson has accorded AIP for operationalization of digital health scheme at smart PTU it has been directed that the case is to be put up to the Council. The proposal has been scrutinized and it has been seen that the firm Hello Health is to be provided space at various smart PTUs for operating diagnostic centres.

1. It has been stated that firm M/s Hello Health has entered into an MOU with Department of Electronics and Information Technology (DEITY) GOI for providing portable devices to village level entrepreneur.
2. In this regard an MOU/Agreement has been signed between CSC e governance services India Ltd. an SPV of DEITY.
3. It has been stated that this will be a pilot project in NDMC area and the number and the location shall be decided accordingly. The work is to be awarded to M/s Hello Health on nomination basis as a pilot project. The rates agreed is based on the already quoted rate to M/s CSC e governance Services India Pvt Ltd.
4. The firm M/s Hello Health has agreed for revenue sharing in the ratio of 70:30 (NDMC 30).
5. The brief scope of the work has been brought out as providing portable health diagnostic unit for carrying out various tests like ECG, Blood Pressure, Blood Sugar with also a provision of qualified medical doctor. These units shall be managed by the firm at their own cost.
6. A draft MOU has also been submitted which is in line with the MOU between CSC e governance services India Ltd.
7. Department may place the case for approval of competent authority for operation of digital health centres at smart PTUs on pilot project basis based on MOU entered between M/s Hello Health and M/s CSC e-Governance Services India Pvt. Ltd. a SPV of DEITY, Govt of India. However the following points are suggested for modification/incorporation in the MOU before processing the same :-
  - a) The Head of A/c on which revenue is to be deposited shall be brought on record.
  - b) The proposal does not speak about any minimum guarantee amount that Hello Health Services will pay to NDMC in case adequate no. Of patients do not come for examination. The minimum guarantee may be incorporated in MOU in the interest of council.
  - c) Clause for Performance guarantee/Earnest money may be incorporated to safeguard the interest of the NDMC.
  - d) Penalty/compensation clauses in case of defaults by vendors, to be incorporated.
  - e) The condition regarding payment of all taxes, levies and duties, if any, imposed by the Govt. from time to time to be incorporated in the agreement/MoU.

- f) Termination of contract clause i.e. 10 at P-9 of MoU may be reviewed, to incorporate that NDMC reserves the right to terminate in case of non-performance/loss of revenue.
- g) The Arbitration Clause i.e. 13 at P-10 also requires to be reviewed as in case of Arbitrator appointed, that should be by the NDMC under this clause.
- h) The process of collecting and transfer or revenue share in the municipal treasury may be more elaborated and transparent.
- i) The terms of the contract/agreement to be reviewed since being a Pilot.
- j) Who will bear the water/electricity charges to be borne by the party.
- k) As stated NDMC will provide space for work, therefore, whether NDMC will charge licence fee from the party, this needs to be clarified.
- l) It is to be ensured that the firm has adequate licence from the Competent Authority for operating the Diagnostic Centre.
- m) Opinion/vetting of Law Department may also be obtained before signing the MoU.

(Vide Diary No 2062 dt. 26.11.2016)

In reference to the observation of Finance Deptt., it is submitted that:

1. Initially the digital health unit will be provided at 20 PTU's as a 'Pilot Project' further a committee of Council Member & Three Officials will be constituted to evaluate the performance of the digital health clinic consist of :
  - (i) Member nominated by Council
  - (ii) CE(C-I)
  - (iii) Director (MS)
  - (iv) SE(R-I)
2. All the suggestion/advice given by the Finance Department will be incorporated in the MoU between NDMC and Hello Health Services Pvt. Ltd. and before signing of agreement the same will be got vetted from the Finance & Law Department.

**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:-**

--NA--

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

--NA--

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

--NA--

**12. Recommendations:-**

The proposal is placed before the council for appraisal and accord of approval

- (i) "Hello Health Services Pvt. Ltd." be allocated the facilitation space in newly constructing or under construction in 20 PTU's/CTU's in NDMC area to provide

diagnostic services to the public at large at a nominal rates as approved by NDMC on revenue sharing basis.

- (ii) To constitute of Committee of One Council Member & Three Officials namely CE(C-I), Director (MS) & SE(R-I).
- (iii) To initiate further action in anticipation of confirmation of Minutes of the Council Meeting.

### 13. Draft Resolution:-

#### COUNCIL'S DECISION

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.

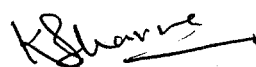
The Council also resolved that "Hello Health Services Pvt. Ltd." be allocated the facilitation space in newly constructed or under construction Public Toilet Units (PTUs) / Common Toilet Units (CTUs) (20 Nos.) in NDMC area to provide diagnostic services to the public at a nominal rates, as approved by 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.

The Council further resolved to constitute a Committee comprising of:-

- a. Sh. Adbul Rasheed Ansari, Member, NDMC
- b. Chief Engineer (Civil - I), NDMC
- c. Director (MS), NDMC
- d. Superintending Engineer (R-I), NDMC

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.

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



**MEMORANDUM OF UNDERSTANDING**

**Between**

**CSC e-Governance Services India Limited,**

**And**

**HELLO HEALTH SERVICES PRIVATE LIMITED**

**On**

**HELLO HEALTH Tele-Medicine Services and Diagnostics Kit to be made  
available through CSC VLE Network**

**Date:xx/xx/2016 at New Delhi, India**

## THIS MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("MoU") is made on this \_\_\_\_\_ (DDMMYYYY) between

- A. **CSC e-Governance Services India Limited**, a Company incorporated under the Companies Act, 1956 having its registered office at Electronics Niketan, 4<sup>th</sup> floor, DEITY, Programme Management Unit, 6, CGO Complex, Lodhi Road, New Delhi- 110003 through **Dr. Dinesh Tyagi, CEO, CSC SPV** (hereinafter referred to as "**CSC SPV**") which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assignees. CSC SPV will be referred to as **First party**.

AND

- B. **HELLO HEALTH SERVICES PRIVATE LIMITED.**, a company incorporated under the Companies Act, 1956 and having its registered office at F401/F402, Remi Biz court, Plot no 9, Shah Industrial Estate, Andheri West, Mumbai-represented by its **CEO, Suvanjoy Kumar Sharma**, (hereinafter referred to as the "**HELLO HEALTH**", which expression shall mean and include its successors and permitted assigns). **HELLO HEALTH** will be referred to as the **Second party**.

CSC SPV and **HELLO HEALTH** may hereinafter collectively be referred as "**Parties**" and individual as "**Party**"

## WHEREAS

- (i) Under the Digital India formulated by the Department of Electronics and Information Technology (DEITY), Ministry of Communication and Information Technology, Government of India, the Common Services Centres (CSCs) are conceptualized as ICT enabled, front end service delivery points for delivery of Government, Social and Private Sector services in the areas of agriculture, health, education, entertainment, FMCG products, banking and financial services, utility payments, etc.



- 171 -
- (ii) To facilitate the successful implementation of the CSC Scheme, a Special Purpose Vehicle (SPV) named "CSC e-Governance Services India Ltd" has been incorporated under the Companies Act 1956 by DeitY.
  - (iii) Digital India (DI) is a flagship programme of the Government of India. On July 1, 2015 at the launch of Digital India Week, the vision of this ambitious programme was announced by Hon'ble Prime Minister. For achievement of social objectives such as digital and financial inclusion, it is envisioned to connect villages in India through broadband and high speed Internet for delivery of electronic services at their doorstep. The programme inter-alia provides for enabling access points - Common Services Centres (CSCs) across the country.
  - (iv) Under the Digital India (DI) initiative, one CSC is envisaged in every Panchayat. There will be approximately 250,000 access points for delivery of various G2C services to the citizens across rural India. This would be the largest network in the world to be utilised by both government and private agencies for delivery of various products and services to citizens in rural India.
  - (v) CSC SPV has been incorporated to enable a range of services to support the network of Common Services Centres (CSC), which are broadband enabled rural service delivery points operated by a Village Level Entrepreneur (VLE) for aggregating content and offering relevant Government to Citizen (G2C), Business to Costumers (B2C), Business to business (B2B), Education and other services to other citizens.

(vi) **Key objectives of CSC 2.0**

- Non-discriminatory access to e-Services to rural citizens by making the CSCs complete service delivery centres, utilizing the backend infrastructure already created in terms of other MMPs.
- Expansion of self-sustaining CSC Network till the Gram Panchayat level-2.5 Lakhs CSCs i.e. at least one CSC per Gram Panchayat, more than one preferred.
- Empowering District e-Governance Society (DeGS) under District Administration for implementation.

- Creating and strengthening the institutional framework for the rollout and project management, thereby, supporting the State and District administrative machinery and handholding of the VLEs through local language Help Desk support.
- Enablement and consolidation of online services under one technology platform, hence, making the service delivery at CSCs outlets accountable, transparent, efficient and traceable, with a technology-driven relationship between all stakeholders.
- Providing Centralized Technological Platform for delivery of various Services in a transparent manner to the citizens.
- Increasing sustainability of VLEs by sharing maximum commission earned through delivery of e-services and encouraging women as VLEs..

(vii) A National Portal for the CSC Scheme [www.digitalseva.csc.gov.in/](http://www.digitalseva.csc.gov.in/) has been developed to streamline and standardize service delivery through the CSC network along with a unique Pre paid payment system called **CSC e wallet**.

- C. HELLO HEALTH is engaged in business of providing health concierge service, corporate health care services, tele-medicine services (via digital clinics), smart cancer care services, CSR execution, and health care related training.
- D. HELLO HEALTH has agreed to provide the mobile diagnostic and compact tele-medicine kit to CSC VLEs on OPEX model.

**NOW IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

## 1. OBJECTIVES

- 1.1. To facilitate the dissemination of affordable health care services to all
- 1.2. To make good quality and reliable diagnostic tests available to all



1.3. To enhance revenue generation of CSCs - 173-

## 2. DEFINITIONS

- 2.1. **"VLE"** shall mean any person who is registered with CSC SPV and is duly authorized to enable the Customer to purchase HELLO HEALTH services through CSC SPV's Platform and initiate Payments instructions on behalf of the Customer in relation to such purchases made by the Customer through CSC SPV's Platform;
- 2.2. **"Customer"** shall mean any person who is the end user of the HELLO HEALTH services purchased with the assistance of the VLE, by utilizing CSC SPV's Platform;
- 2.3. **"Invoice"** shall mean the commercial billing document raised by HELLO HEALTH on the Customer, containing the total amount to be paid in relation to HELLO HEALTH services and the billing details in relation thereto;
- 2.4. **"HELLO HEALTH Bank Account"** shall mean the bank account maintained by HELLO HEALTH with **Kotak Mahindra Bank** Account no: **1811120451**
- 2.5. **"HELLO HEALTH Services"** shall mean the Tele-medicine Services and compact diagnostic kit which provide primary health care and diagnostic test given by HELLO HEALTH for CSC SPV. It shall also include any other primary health care related services as decided from time to time.
- 2.6. **"CSC SPV Website/Platform"** shall mean the website hosted by CSC SPV on [www.digitalseva.csc.gov.in/](http://www.digitalseva.csc.gov.in/) ;[www.apna.csc.gov.in](http://www.apna.csc.gov.in)
- 2.7. **"Payment"** shall mean the amount paid by the Customer/CSC SPV to HELLO HEALTH in relation to HELLO HEALTH's services purchased by the Customer, utilizing CSC SPV Platform. The payment shall include all costs, taxes, and expenses, as applicable, and as claimed by HELLO HEALTH
- 2.8. **"Transaction"** shall mean the purchase of any of the HELLO HEALTH services and making Payments for such purchase by utilizing CSC SPV Platform by the Customer (through the VLE).

## 3. SCOPE OF SERVICES

### 3.1 Provided by CSC SPV :



- 3.1.1 CSC SPV will assist HELLO HEALTH by providing access to CSC network in States/UTs for the roll out of programme for assisted sale of services
- 3.1.2 CSC SPV will support in integrating CSC ewallet (a prepaid payment system for Common Service Center operators) with the HELLO HEALTH website and payment gateway for straight through processing all payment collected under medical test will be registered on the CSE portal and the agreed percentage will be deducted automatically from e wallet as per the agreed terms between parties .
- 3.1.3 CSC SPV will showcase this diagnostic service on its portal 'www.digitalseva.csc.gov.in/apnacsc.gov.in' to be used by all the VLEs in States/UTs.
- 3.1.4 CSC SPV will support HELLO HEALTH in making this initiative popular through CSC workshops and other awareness campaigns including newsletters and CSC communications.
- 3.1.5 CSC SPV will assign a single point of contact, in charge of this relationship for all the technical/operational matters and resolutions.
- 3.1.6 For effective implementation & monitoring of the scheme as envisaged in the MOU, Hello health will deploy suitable nodal officer for the execution and operation of the projects and **Dr. Vashima Shubha or as person deputed from CSC** will be the Nodal Officer on behalf of CSC.
- 3.1.7 CSC SPV will help HELLO HEALTH in developing e Learning Modules Home Care Givers/ Care Assistance.

3.2 **PROVIDED BY HELLO HEALTH :**

- 3.2.1 HELLO HEALTH will provide the diagnostic device to CSC SPV VLEs on OPEX basis or as per the clause E above . The transaction amount will be shared between the parties on mutually agreeable terms. which will form annexure of the MoU as an when agreed between the parties. Any additional services will be done through separate mutually agreed annexures

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- 3.2.2 HELLO HEALTH will also complete the integration of CSC e wallet on its online market place and do necessary configuration to enable Common Service Centers for assisted online sale
  - 3.2.3 HELLO HEALTH will participate in Workshops and other training sessions organized by CSC SPV for the VLEs regarding this initiative.
  - 3.2.4 HELLO HEALTH will nominate a single point of contact for CSC SPV and this Nodal officer shall be over-all in-charge of the project.
  - 3.2.5 HELLO HEALTH will train the VLEs on how to use the device. It will also provide a VLE support system/Helpline through call or web.
  - 3.2.6 HELLO HEALTH shall grant permission to CSC SPV to collect Payments in relation to a Transaction on behalf of HELLO HEALTH and the same need to be regisitered on CSC webportal , the amount will be deducted automatically from eWallet as agreed between the parties. The process flow has been added in Annexure II
  - 3.2.7 The payments should be made online immediately after transaction and would be reconciled on T+2 basis between CSC SPV and HELLO HEALTH on agreed terms.
  - 3.2.8 HELLO HEALTH shall permit CSC SPV and the Agents to use and display HELLO HEALTH' trade mark and brand name, or other such service mark or logo, as may be mutually agreed between HELLO HEALTH and CSC SPV in writing, at the establishment of the VLEs and on CSC SPV Platform.
  - 3.2.9 HELLO HEALTH will provide training materials for Care-Givers / Care Assistance. CSC SPV will help in developing the e learning Module for the same.
  - 3.2.10 HELLO HEALTH will take the responsibility of the assesment of the beneficiaries participating in the training course and will also help in recruitment of the trained qualified manpower

#### 4. FINANCIALS



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Patient will pay CSC VLE for each diagnostics and other healthcare services added from time to time. Amount will be collected by VLE and the test will be registered to the CSC portal. The agreed percentage will be deducted from the eWallet and the same will be reconciled on T+ 2 basis.

4.1.1 The risks associated with the Medical service will be solely that of HELLO HEALTH and not that of CSC SPV, However the condition of the machine or any error occurring during the test need to be reported immediately by VLE, failure in doing so Hello Health will not take the responsibility.

4.1.2 Any payment due from CSC SPV to HELLO HEALTH will be made to HELLO HEALTH Bank Account, the details of which are set out in Annexure 1.

4.1.3 All payments should be TDS compliant and as per the government norms and regulation.

## **5. DEFICIENCY OF SERVICES**

In the event of any deficiency of services arising due to any act or omission of a party, the other party shall intimate the same by way of a written notice.

## **6. AMENDMENT**

This MOU may be amended upon the mutual consent in writing, of the Parties. However, such amendment shall have no impact on any specific agreement or project then in force, unless expressly agreed to.

## **7. INDEMNITY**

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Either party hereby agrees to indemnify and hold harmless other party, its officers, directors, partners, employees, and representatives, etc. from and against any and all claims, liabilities, losses, damages, penalties, costs and expenses, including attorneys' fees and costs, arising out of wilful misconduct, failure to comply with statutory requirements, or gross negligence or breach of any obligations, terms, representations or warranties of either party or its officers, directors, employees, partners and representatives, etc under this agreement.

## **8. LIMITATION OF LIABILITY**

To the greatest extent permissible under law, neither Party shall be liable for any special, indirect or consequential loss or damage, loss of profits, business, revenue and/or goodwill. The maximum aggregate liability of CSC SPV shall be limited to the amount of total revenue generated by CSC SPV under this MoU. However, the said limitation shall not be applicable in cases of claims relating to alleged IPR violation. Of Hello Health Telemedicine protocol. The machine and other related services are exclusive to the VLE and same can not be copied or used without written approval or permission of Hello Health, failing which the Hello Health has right to claim the loss or damage done to its IPR or to the business.

## **9. TERM AND TERMINATION:**

### **9.1 TERM**

The term of this MOU shall commence from the Effective Date and shall continue in full till for a period of 5 years from the Effective Date of commencement of service or unless terminated in accordance with 9.2 below (the "Term").

It will be extended based on the outcome of the performance.

### **9.2 TERMINATION**

This MOU may be terminated in the following manner:

9.2.1 For convenience: by any Party by giving to the other Party a prior written notice of 60 (Sixty) days; or

9.2.2 The insolvency, bankruptcy, reorganization under the bankruptcy laws, or assignment for the benefit of creditors of either Party.

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9.2.3 The termination/expiration of this MOU shall be without prejudice to any rights or obligations of the Parties that may have accrued prior to the termination and, except as otherwise expressly provided herein, shall not limit any rights or remedies which may be available by law or otherwise.

9.2.4 Both Parties acknowledge and agree that the underlying enagement is being entered into for 5 years and that parties may its sole discretion, subject to mutual agreement enter into a comprehensive service agreement capturing all terms and condition

9.3 **COUNTERPARTS.** This MOU may be executed in 2 (Two) counterparts, each of which shall be deemed an original and enforceable against the Parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.

## **10. OTHER TERMS AND CONDITIONS**

10.1 This is a non-exclusive cooperation and collaborative agreement for both parties. Both parties are free to offer / obtain similar services to / from other entities.

10.2 To meet evolving needs and to enable parties discharge the responsibilities with regard to specific obligations or financial commitments, the Parties by mutual consent can enter into specific agreement(s) and the same shall be treated as a supplement to this MOU.

10.3 HELLO HEALTH or CSC will have the right to remove the Tele-medicine and compact diagnostics kits from existing VLE using the kit to any other VLE whom they might think fit based on VLE performance on the same.

## **11. JURISDICTION AND GOVERNING LAW**

This MOU shall be governed and interpreted by, and construed in accordance with the laws of India. The courts of New Delhi shall have the exclusive jurisdiction to preside over disputes.



## 12. DISPUTE RESOLUTION AND ARBITRATION

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In the event of any dispute or difference relating to/or arising from or connected with this MOU, the Parties shall endeavor to amicably resolve the differences by a meeting of Chief Executives of the respective Parties. However, in the event of failure to resolve the dispute amicably, such dispute or difference shall be referred by either party to the Arbitration of one of the mutually agreed Arbitrator/s and/or arbitrator appointed by Delhi International Arbitration Centre, Delhi High Court and decision of the said arbitrator shall be binding on the parties. Costs and fee other than attorney's fee associates with the meditation /arbitration shall be shared equally by both the parties. The Venue and Seat of the Arbitration shall be New Delhi and the language for conducting the Arbitration shall be English.

## 13. CONFIDENTIALITY & CITIZEN PRIVACY

- 13.1 Both Parties acknowledge the confidentiality of any information whether or not expressly labeled or communicated through written or email communication as "Confidential" in any manner, which may be transferred between the Parties from time to time as being essential to this MOU and specifically agree not to disclose the same to any third party at any time without express written consent from the other party. Both parties shall take all suitable and necessary precautions at their own cost to uphold the terms of this clause.
- 13.2 The Service Provider may, during the course of the work, have access to data or information that may be considered Personally Identifiable Information (PII) and/or Sensitive Information pertaining to Citizens as defined in the IT Act 2000 read together with its amendments, rules and regulations. The Service Provider shall adhere to privacy provisions the obligations laid down by such laws from time to time in regard to such data / information.



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#### 14. INTELLECTUAL PROPERTY RIGHTS

Under no circumstances shall the intellectual property rights, including trademarks, service marks, logos, trade names owned by one Party vest with the other, unless expressly agreed to in writing by the Party which owns the said Intellectual Property

#### 15. FORCE MAJEURE

Circumstances beyond the reasonable control of the parties such as acts of God, public enemy, war, hostility, civil commotion, fires, floods, explosion, epidemics, guarantee restriction, lawful strikes and lockouts, shall be treated as conditions of Force Majeure.

The parties agree to indemnify each other under such circumstances provided the affected party notifies the other of the existence of such circumstances within reasonable period of their occurrence.

Force Majeure events that cause extended periods of inability to perform mutual obligations as per this MOU at a VLE level shall automatically empower the other party to cancel the service for that VLE. Any continuous period of THREE MONTHS or multiple discontinuous periods amounting to THREE MONTHS shall be considered as extended period of inability for the purposes of this clause.



Governance Services India Limited





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ANNEXURE 1

**DETAILS OF HELLO HEALTH BANK ACCOUNT AND NODAL ACCOUNT**

1. Account Holder: Hello Health Services Private Limited  
Bank Name: Kotak Mahindra Bank  
Branch: Lokhandwala  
Account no: 1811120451  
RTGS / NEFT/ IFSC Code: KKBK0000962
2. The commission on the total cost of services as mutually agreeable basis will be given to CSC SPV per transaction by HELLO HEALTH.
3. Reconciliation cycle will be every T+2.

**Annexure 2**

**Pre-requisites**

- 1.) VLE account linked with HHSPL account and CSC account via wallet integration
- 2.) VLE account has money deposited inside the e-wallet
- 3.) VLE register the user on CSC portal for hello health services under tele-medicine categories.
- 4.) The money transfer will be as per follows
- 5.) The agreed % will be deducted as per the agreed terms of the agreement.
- 6.) Process flow chart:
  - a. Customer arrives for service
  - b. VLE took the test and register on CSC portal
  - c. Money collection via VLE for Telemedicine transactions
  - d. VLE Account/Wallet (Money already deposited)
  - e. Money Transfer to HHSPL directly from VLE e-wallet as per the agreed % (on per transaction basis)

Annexure 3

Product Pricing:

SL No.	Particulars of Test	Amount (Rs.)
1.	Full Package Only(Temperature, ECG, BP, Pulse Oxy, Spirometry, BMI)	200
2.	Full Pack with Ratification of Doctor	240
3.	Only Doctor- MBBS	100
4.	Only Doctor Specialist	250
4.	All Diagnostics + Doctor Consultation	300

Separate Tests:

SL No.	Particulars	Amount (RS.)
1.	Temperature	15
2.	ECG	60
3.	Blood Pressure	40
4.	Pulse Oxymetry	40
5.	Spirometry	50
6.	BMI	40
	Total	245

Copy of Reso. No. 14 (C-22)  
of  
Council's Ordinary Meeting  
20-11-2016

ITEM NO. 14 (C-22)

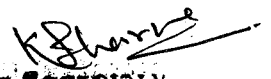
CONTRACTS/SCHEMES INVOLVING AN EXPENDITURE OF RS. 1 LAC BUT NOT EXCEEDING RS. 200 LACS.

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 October, 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 185 – 196 ).

COUNCIL'S DECISION

Information noted.

  
For Secretary  
New Delhi Municipal Council  
New Delhi

LIST OF CONTRACTS / SCHEMES INVOLVING AN EXPENDITURE OF RS. 1.00 LAC									
BUT NOT EXCEEDING RS. 200 LAC AWARDED DURING OCTOBER-2016									
S N	DEPTT/ Div's	NAME OF WORK	DATE OF AWARD	NAME OF THE CONTRACTOR	STIPULATED DATE OF START	VALUE OF AWARD IN LACS	STIPULATED DATE OF COMPLETION	%AGE OF WORK DONE	REASON FOR DELAY (IF ANY)
1	CE(I) R-I	S/R of roads in NDMC area. S.H.: Providing benches roundabout under the area of R-I Division.	04.10.16	M/s Khanna Enterprises	08.10.16	2.51	07.12.16	work yet to be started	
2	CE(I) R-I	S/R of roads in NDMC area. S.H.: Improvement of R.P. Lane.	05.10.16	Sh. Halke Ram	15.10.16	24.65	14.02.17	20%	
3	CE(I) R-I	A/R & M/O Roads in R-I Divn. during 16-17. S.H.: P/F M.S. Railing at C-II/43, Tilak Marg.	10.10.16	M/s Goel Const.	07.10.16	1.88	06.12.16	work yet to be started	
4	CE(I) R-I	R/R Work under K-II Head in R-I Division. S.H.: Repair of road cuts made by Elect. Deptt. P. No. 90 in the area of R.P. Lane s/center.	15.10.16	M/s Chaudhary Const. & Co.	26.10.16	6.99	25.12.16	90%	
5	CE(I) R-I	S/R of roads in NDMC area. S.H.: Prov. mastic asphaltic wearing course at Patel Chowk r/a Ashoka road (i) Prov. Stone matrix asphalt at Patel Chowk r/a Ashoka road	19.10.16	M/s Mahavir Peasad Gupta & Sons	31.10.16	45.55	30.01.17	work yet to be started	
6	CE(I) R-I	A/R & M/O Roads in R-I Divn. during 16-17. S.H.: Repair to patch work in Sub Division-V(R-I).	24.10.16	M/s Sehdev Const.	19.10.16	4.31	18.12.16	work yet to be started	
7	CE(I) R-I	A/R & M/O Roads in R-I Divn. during 16-17. S.H.: Supplying of T & P for cleaning of statue in R-I Division.	24.10.16	M/s Sumer & Co.	28.10.16	4.67	27.12.16	work yet to be started	

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8	CE(I) R-I	A/R & M/O Roads in R-I Divn. during 16-17. S.H.: De-silting and taking out of debris/silt rubbish etc. from drainage/ sewer line which is heavily surcharged by machnical device as like of sucker machine.	24.10.16	M/s Prabh Infra	29.10.16	4.47	28.12.16	work yet to be started	
9	CE(I) R-I	Annual maintenace contrcat of the parks under jurisdiction of R-I Div.. SH:- Maintenance of playing equipments in the parks under jurisdiction of R-I Division.	26.10.16	M/s R.K. Jain & Sons Hospitality Services (P) Ltd.	21.10.16	37.27	20.10.17	Just awarded	
10	CE(I) R-I	A/R & M/O Roads in R-I Divn. during 16-17. S.H.: Repair of damaged road surface in parking area in front of Gopal Dass building & Statesman House.	26.10.16	Sh. Halke Ram	06.10.16	4.34	05.11.16	work yet to be started	
11	CE(I) R-I	A/R & M/O Roads in R-I Divn. during 16-17. S.H.: Repair work at NSCI Club P.Q. Road.	28.10.16	Sh. Halke Ram	14.10.16	2.76	13.12.16	work yet to be started	
12	CE(I) R-II	S/R of Roads in NDMC Area. SH: Construction of footpath along wall pf Safadarjung Airport near Flyover.	18.10. 16	M/s Jaya Builders	13.10.16	3.84	12.12.16	0%	
13	CE(I) R-II	Repair & Maintenance of Infrastructure Assets in R-II Division during 16-17. SH: Construction of Silt Chamber Bell Mouth & Manhole at Prithvi raj Road.	20.10. 16	Sh.Gulshan Kumar	12.10.16	2.70	11.12.16	10%	



14	CE(I) R-III	R/M of infrastructure assets in R-III div during 16-17. Raising of existing railing n boundary wall of L&M block Sarojini nagar by providing Concertina coil fencing.	05.10.16	M/s. Kundu enterprises	12.10.16	3.48	11.11.16	50%	
15	CE(I) R-III	R/R work under K-II head in R-III div. during 2016-17. Restoration and repair of footpath under road service centre, Laxmi Bai nagar area.	05.10.16	Sh. Siya Ram	07.10.16	2.84	06.01.17	work yet to be started	
16	CE(I) R-III	R/M of infrastructure asssets in R-III div duirng 16-17. P/L cc interlocking pavers in XY block, Sarojini Nagar.	05.10.16	M/s. Chahar Constn.	11.10.16	3.14	10.11.16	100%	
17	CE(I) R-III	Development of Sanjay park during 2015-16. Installation of modern light fountain in Sanjay lake Laxmi Bai Nagar.	13.10.16	M/s. Color Design India	20.10.16	32.51	19.12.2020	40%	
18	CE(I) R-III	R/M of infrastructure assets in R-III division during 16-17. P/F precast cc channel slab in moti bagh area under SD-III.	17.10.16	M/s. Chahar Constn.	22.10.16	3.03	21.12.16	30%	
19	CE(I) R-III	R/M of infrastruture assets in R-III div duirng 16-17. Repair of interlocking pavers and drainage system in DG-841 to 920 in Sarojini nagar.	17.10.16	M/s. Shama Constn.	12.10.16	2.80	11.11.16	20%	
20	CE(I) R-III	R/R work under K-II head in R-III div during 16-17. Repair of footpath & RMC road under road service centre LBN.	17.10.16	M/s. Goel Constrn.	22.10.16	2.69	21.01.17	work yet to be started	

21	CE(I) R-III	Imp to existing road in Anant Ram diary, Sec-13, R K Puram, Netaji Nagar (MLA)	17.10.16	Sh. Bipin Kumar	20.10.16	18.69	19.01.17	work yet to be started	
22	CE(I) R-III	R/M of infrastructure assets in R-III div during 16-17. Regular cleaning watch & ward in subway opp INA mkt, Aurobindo Marg.	21.10.16	M/s. Jain Constrn.	19.10.16	4.44	18.04.17	15%	
23	CE(I) R-III	R/M of infrastructure assets in R-III div during 16-17. Repair of platform by providing ss railing at 1st cross road and Keshav park, Sarojini Nagar.	24.10.16	M/s. Sim Infra.	24.10.16	3.87	23.11.16	10%	
24	CE(I) R-III	R/M of infrastructure assets in R-III div. during 16-17. Repair of existing boundary wall & railing of parks in Nauroji Nagar.	25.10.16	M/s. Goel cement Agency	22.10.16	2.87	21.12.16	work yet to be started	
25	CE(I) R-III	R/M of infrastructure assets in R-III div during 16-17. P/F channel & making bell mouth at Metro service road , Gas agency road, West Kidwai Nagar.	25.10.16	M/s. Raghubir Singh	29.10.16	2.16	28.12.16	work yet to be started	
26	CE(I) R-III	R/M of infrastructure assets in R-III div during 16-17. P/F ss type-I, signages for North West Moti Bagh area.	25.10.16	Sh. Sanjeev Soni	05.11.16	2.50	04.12.16	work yet to be started	
27	CE(I) R-III	Imp to drainage system at under bridge Africa Avenue chankya Puri by providing submersible pump.	31.10.16	M/s. Gogia Brothers	09.10.16	16.92	08.05.17	work yet to be started	

28	CE(I) R-III	Imp to colony parks in NDMC area during 16-17. Constn. of parks boundary wall with MS railing infront of qtrs 509 to 524, LBN.	31.10.16	M/s. Goel Const.	05.11.16	4.50	04.01.17	work yet to be started	
29	CE(I) R-III	R/M of infrastructure assests in R-III div during 16-17.Repairing of RMC road and repair of damaged signage board in LBN.	31.10.16	M/s. Goel Cement Agency	05.11.16	1.60	04.01.17	10%	
30	CE(I) R-IV	Repair and maintenance infrastructure assets in R-IV Division during 2016-17. SH:- Improvement and providing office space in parking area at Teen Murti Lane PM House.	14.10.16	Sh. Gulshan Kumar	30.09.16	4.29	29.11.16	100%	
31	CE(I) R-IV	Repair and maintenance infrastructure assets in R-IV Division during 2016-17. SH:- Upgradation of surrounding area around park adjacent Amrit Bhawan , D-I/II Flats.	14.10.16	Sh. Gulshan Kumar	19.10.16	2.98	02.12.16	70%	
32	CE(I) R-IV	Repair and maintenance infrastructure assets in R-IV Division during 2016-17. SH:- Providing and fixing SS plaques at sculpture provided by Lalit Kala Academy.	04.10.16	M/s Pawan Koli	05.10.16	2.13	04.11.16	50%	

33	CE(I) R-IV	Repair and maintenance of infrastructure assets in R-IV Division during 2016-17. SH:- Raising of Stone boundary wall at Nehru Park, Chanakya Puri, New Delhi.	24.10.16	M/s Deep Const.	02.11.16	3.50	01.01.17	40%	
34	CE(I) R-IV	Restoration of Road/footpath under K-II head in R-IV division during 2016-17. SH:- Restoration of day to day road cutting under Sub Division-II(R-IV) for a period of 4 months.	18.10.16	Sh. Siya Ram	19.10.16	4.97	18.02.17	30%	
35	CE(I) R-IV	R.R. work through R.R. charges under K-II Head in R-IV Division during 2016-17. SH:- Running contract for restoration work cutting by various agencies in the area of Nehru Park Service Centre.	03.10.16	M/s Kundu Enterprises	01.10.16	2.81	31.12.16	10%	
36	CE(I) R-IV	Repair and maintenance of Civic Amenities Park and Fountains. SH:- Operation and Maintenance of various fountains under Sub-Division-II(R-IV) during 2016-17.	24.10.16	M/s S.S. Vashist & Co.	02.11.16	11.95	01.11.17	10%	

37	CE(I) R-IV	Repair and maintenance of Civic Amenities Park and Fountains. SH:- Operation and Maintenance of Various fountains under Sub Division - I of R-IV.	24.10.16	M/s Vishwa Karma Electric Works	02.11.16	2.86	01.13.17	Work just started	
38	CE(I) R-IV	Repair and maintenance infrastructure assets in R-IV Division during 2016-17. SH:- Construction of Speed breaker at various location under sub Division-II.	14.10.16	M/s Kundu Enterprises	18.10.16	2.81	01.12.16		Work not started due to illness of Contractor
39	CE(I) R-V	Lane improvemen plan in R-V Division. SH: Providing and laying CC interlocking pavers in services lane at Peshwa Road.	03.10.16	M/s Jaya Builders	12.10.16	12.80	11.02.17	Work yet to be started	
40	CE(I) R-V	Deposite work under K-II head. SH: Restoration of area under Church Lane Service Centre (Running Contract for a period of four months).	19.10.16	Sh. Halke Ram	02.11.16	2.48	01.03.17	Work yet to be started	
41	CE(I) R-V	Other operational and maintenance Expences in the year 2016-17. SH: Maintenance work of Sh. Hanuman Mandir Subway, BKS Marg.	18.10.16	M/s R.K. Jain & Sons Hospitality Services (P) Ltd.	25.10.16	96.88	24.10.17	day to Day maintenance work in progress	

42	CE(I) R-V	T/M of SWD Systems in R-V division during 2016-14. SH: Providing ad laying 250mm dia RCC drainage line and construction of GT at 93-108 block , BKS Marg, & Peshwa Road, JJ Camp C-32.	19.10.16	M/s Kvaanns Enterprises	19.10.16	2.98	18.01.17	Work yet to be started	
43	CE(I) R-V	Repair and maintenance of infrasrtucture asets in R-V division during 2016-17. SH: Providing and laying RMC along boundary wall Kendriya Vidyalaya, Gole Market.	28.10.16	M/s Shri Shiv Shakti Const.	28.10.16	2.75	27.12.16	Work yet to be started	
44	CE(I) CP	Subject: Supplying and Installation of Outdoor Fitness Equipments (in two sets of 12 & 6) at various locations in NDMC area.	20.09.16	M/s Grand Slam Fitness Pvt Ltd.	03.10.16	130.72	02.02.17	Work started recently	
45	CE(I) CP	Now: Repair and Maintenance Infrastructure assets in CP Division during 2016-17. SH: Providing MS frames to seal entries of feeder connecting trenches at Services Corridor, Middle Circle, Connaught Place, New Delhi	20.09.16	Sh. Gulshan Kumar	03.11.16	4.03	02.12.16	Work started recently	
46	CE(I), C-I	Esteblishing 11KV Electric Sub-Station at Pilanji Village, Sarojini Nagar, New Delhi	7.10.16	M/s Shiv Construction Company	06.10.16	14.49	05.02.17	Work yet to be started	

47	CE(I) Store	9-B Suspace stock during- 2016-17. SH: Supplaying and stacking of ACC Sheet and Glass putty.	14.10.16	M/s Dinesh Enterprises	15.10.16	1.25	14.11.16	Work yet to be supplied	
48	CE(I) Store	9-B Suspace stock during- 2016-17. SH: Supplaying and stacking of ACC Sheet and Glass putty	20.10.16	M/s Kishori Lal & Sons	16.10.16	1.62	17.11.16	Work yet to be supplied	
49	CE(I) Store	9-B Suspace stock during- 2016-17. SH: Supplaying and stacking of Synthetic Enamel Paint of Golden Yellow Shade.	27.10.16	M/s Dinesh Enterprises.	05.11.16	15.44	04.12.16	40%	
50	CE(I) Store	9-B Suspace stock during- 2016-17. SH: Supplaying and stacking of Synthetic Enamel Paint of Black Shade.	27.10.16	M/s Dinesh Enterprises.	05.11.16	12.85	04.12.16	40%	
51	CE(I) SM	T/M of Sewer line in R-V division during 2016-14. SH: Operation and mionor repair and maintenance of sewer suction machine /vehicle of Sewerage Control Room, Sarojini Nagar.	10.11.16	M/s Kleenwel Enviro Engin. Ser.	21.10.16	4.28	20.06.17	12%	
52	CE(I) SM	T/M of Sewer line in NDMC area during 2016-17. SH: Relaying of damaged sewer line at 21 block & NP School, Mandir Marg.	10.10.16	M/s S.K. Const.	04.10.16	4.32	17.11.16	10%	

53	CE(I) SM	T/M of sewer line in NDMC area during 2016-17. SH: De-silting of sewer line 450 dia main sewer line in Nauroji Nagar.	14.10.16	M/s Prabh Infra	22.10.16	4.20	05.11.16	100%	
54	CE(I) SM	T/M of sewer line in NDMC area during 2016-17. SH: Shifting of sewer line near B-2713 & replacement of sewer line near A-2493, Netaji Nagar.	18.10.16	M/s Shama Const.	12.10.16	2.69	26.11.16	80%	
55	CE(I) WS	Repair and Maintenance – Infrastructure Assets. SH: Replacement of water pipe line of Public Hydrant at Sector-IV DIZ area, Raja Bazar.	19.10.16	M/s Mihir Associates	22.10.16	1.14	21.12.16	15%	
56	CE(I) WS	Installation of hand pumps in alluvial soil & Rocky Strata in NDMC area. SH: Installation of deep well hand pump in Rocky Strata at Sanjay Camp under Sub Division-IV(W/S)	24.10.16	Sh. Raj Pal Singh	29.10.16	1.73	28.11.16	20%	
57	CE(I) WS	Repair & Maintenance – Infrastructure Assets. SH: Providing and fixing sluice valve and Non return valve for improvement of water supply in Pandara Road, Shahjahan Road, Pandara Park Area.	28.10.16	M/s Vishesh Builders	3.11.16	4.33	2.01.17	Work yet to be started	

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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 OCTOBER-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 2. Shut down at ESS 31 Prithviraj Road were not allowed by consumer 3. Dry type transformers carted at the following ESS for replacement (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	Laying of 11 KV HT cable 400mm <sup>2</sup> /3 C from 33KV E/S/S Rajiv Gandhi Bhawan and 33/11KV ESS Aliganj to new proposed ESS at Safdarjung Airport.	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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		New Delhi.						
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	30%	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 allied work at Electric Sub- Station New C-Block, High Court, New Delhi	06.10.16	M/s Neha Electrical Co.	410205.00	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 (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 (Three year)	51%	Annual Maintenance contract of cable fault locating van

CE(E-II)

*Accepted*  
12/11/16  
EE(T-II)

*16/11/16*  
Sr.Asstt. (T-II)

Copy of Res. No. 15 (C-23)

of  
Council's Ordinary Meeting  
Date 30-11-2016ITEM NO. 15 (C-23)ACTION TAKEN REPORT ON THE STATUS OF ONGOING SCHEMES/WORKS APPROVED BY THE COUNCIL.

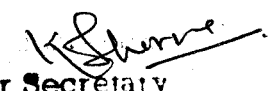
In the Council Meeting held on 28.8.1998, it was decided that the status of execution of all ongoing schemes/works approved by the Council indicating the value of work, date of award/start of work, stipulated date of completion & the present position thereof be placed before the Council for information.

The said report on the status of the ongoing schemes/works upto September, 2016, had already been included in the Agenda for the Council Meeting held on 03.11.2016.

A report on the status of execution of the ongoing schemes/works awarded upto October, 2016, is placed before the Council for information. (See pages 198 – 206 ).

COUNCIL'S DECISION

Information noted.

  
For Secretary  
New Delhi Municipal Council  
New Delhi

**ACTION TAKEN REPORT ON THE STATUS OF PROJECT / ON GOING SCHEMES / WORKS TILL October - 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. 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	-	82%	
2	CE(R)/ R-II	S/R of Roads in NDMC Area 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. Rs. 230 Lacs in BE 16-17 at page -429 in vol-II.	30.08.16	Resurfacing of roads	-	98%	198-
3	CE(R)/ R-III	Improvement of existing service road and drainage system, sewer system & water supply system in pillanji village sarojini nagar.	08.10.16	310.35	Sh. Bipin Kumar	Council	51-412-40-00	08.10.16	Sewrage, water supply, drainage and road	07.10.17	4%	
4	CE(R)/ RIP	S/R of Roads in NDMC Area SH: Resurfacing of C-Hexagon (Except Ashok Road to Ashok Road).	26.02.14	239.00	M/s Mahavir Prasad Gupta & Sons	Council	21-412-40-030-8	28.08.15				Work could not started as per ban imposed by NGT
5	CE(R)/ RIP	Sub: S/R of roads sin NDMC area. 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				Work could not started as per ban imposed by NGT
6	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) 12.06.15	52-2304002	13.08.18		13.08.18	41%	
7	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) 6.10.15	52-4701001	30.08.16		30.11.16	90%	

## 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 & 27.11.15	21.03.16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-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

  
EE(R-I)

  
31/11/16  
AE-II(R-I)

- 661 -

# 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	13.02.2015	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
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)

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# BAR CHART

As on : 31/10/2016

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 Crors

St. date of start: 08-10-2016  
St. date of completion 07-10-2017

Div: EE (R-III)  
Sub Div- (IV)

S. No.	Activities	Qty. As per Agreement	Prog. Of work in %	Progress up to end to Month												Remarks
				Oct.2016	Nov.2016	Dec.2016	Jan.2017	Feb 2017	Mar. 2017	Apr. 2017	May. 2017	Jun. 2017	Jul. 2017	Aug. 2017	Sep. 2017	
1/1+2	Demolishing	1500m3	Target													
			Actual													8%
2/11	Earth work in excavation foundation trenches	5331 m3	Target													
			Actual													14%
3/13+14	Excavating trenches of required with for pipes 300mm to 600mm	5406 m	Target													
			Actual													14%
4/38	P/L C.C. 1:5:10	444.22 m3	Target													
			Actual													8%
5/39	P/L C.C. 1:2:4	306.47 M3	Target													
			Actual													NIL
6/25+26	P/L S&S pipe 100mm dia &150mm dia	2212 m	Target													
			Actual													NIL
7/22	Supplying pig lead at site of work	97.85 Qtl	Target													
			Actual													NIL
8/30	P/F PE-ALPE complete pressure pipe 20mm (OD)	8100m	Target													
			Actual													NIL
9/42+43	P/L jointing NP-4 RCC pipe 450mm dia &600mm dia	646 m	Target													
			Actual													31%
10/44+45	P/L jointing SW Pipe 300mm dia &150mm dia	449 m	Target													
			Actual													8%
11/46+48+50+71	Const. brick masanry cir. Type manhole .91m, 1.22, 1.52 and 1.2x0.90x1.20 internal dia.	277 Nos.	Target													
			Actual													NIL

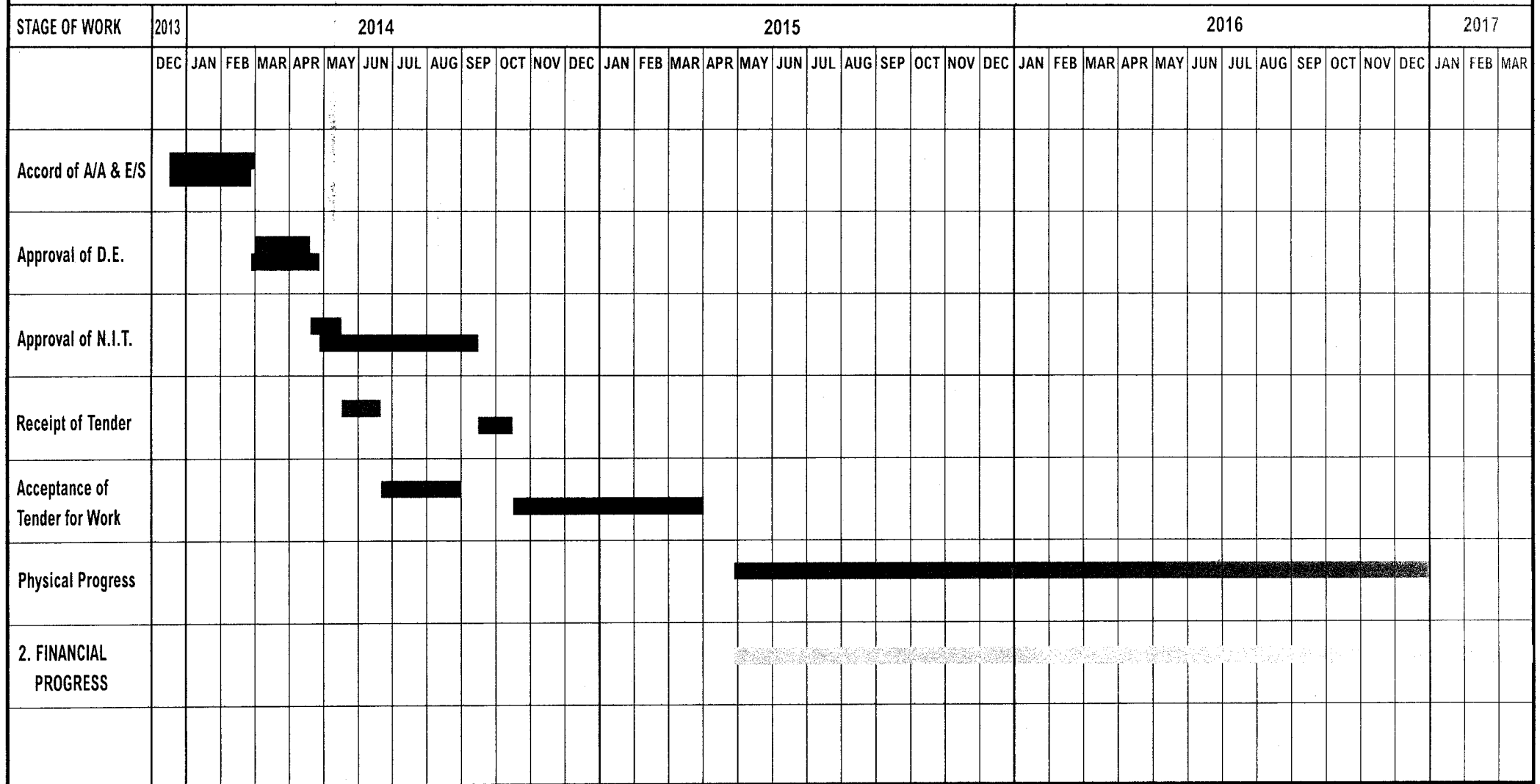
1001









# 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)

2031

### SH: Resurfacing of Roads through Hot & Cold Mix Technology in year 2014-2015

204-

	Target Physical Progress
	Physical Progress (Actual)
	Target Financial Progress
	Financial Progress (Actual)

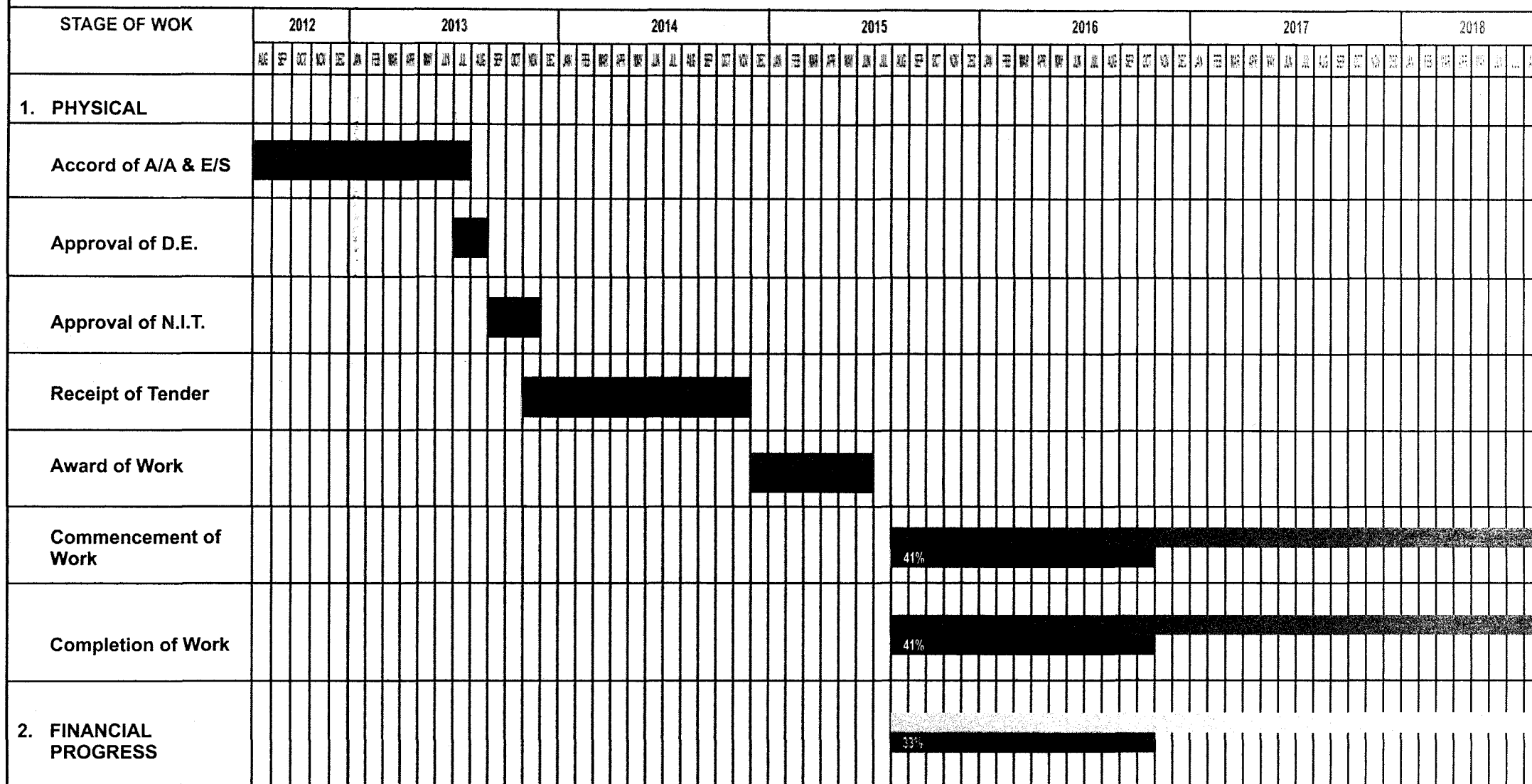
## Executive Engineer (RIP)

# 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. 2,16,12,562.00  
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)

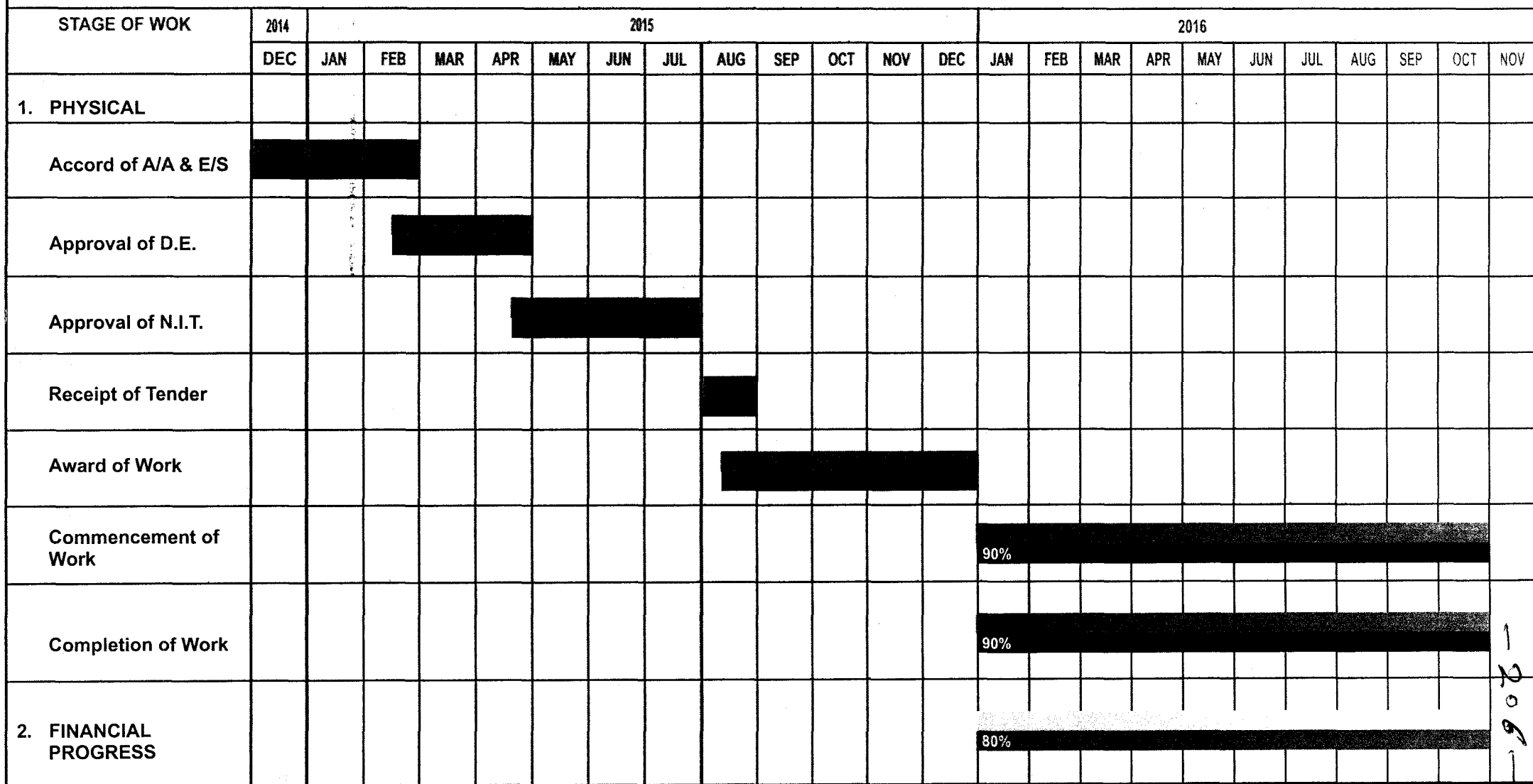
AE (SM) CR

12051

# BAR CHART



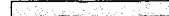

NAME OF WORK: SHIFTING OF SEWER LINE IN EAST KIDWAI NAGAR, NEW DELHI.  
AGENCY: M/S DEEPAK ALLIED TRADERS & ENGINEERS

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)

AE-II (SM)

Copy of Res. No. 16 (U-16)  
 of  
 Council Ordinary Meeting  
 Dated 30-11-2011

**ITEM NO. 16 (U-16)**

**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 209 - 226). Apart from this, the suggestions given by the Chairman, NDMC has also been incorporated in NIT which is placed at Annexure-II (See pages 227 - 229).

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 230 - 261).

**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**

9. No legal issue.  
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 (see pages 230 - 261 ).

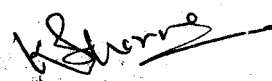
13. Draft Resolution

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 230 - 261).

#### COUNCIL'S DECISION

Deferred.

The Council also resolved that this agenda be brought before the Council in its next meeting for consideration.

  
For Secretary  
New Delhi Municipal Council  
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/recommendation 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	<p>Amendment - I</p>

	<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/130&amp;221 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>			
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 e-tendering documents page 5 clause (v)	Recommended as per CPWD amendment
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)C Page 407	Recommended as per CPWD Manual
				As per CPWD Manual Appendix 20 (1) E Page 407	Recommended as per CPWD Manual

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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>	
<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.</p>	<p>(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.</p>	
<p>(iv) Bank Solvency Certificate of minimum 1.50 Crore issued by a Scheduled Bank issued on or after 1<sup>st</sup> April, 2015.</p>	<p>(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.</p>	
<p>(v) Performance Certificate in support of clause 5 of Eligibility Criteria.</p>	<p>(v) Performance Certificate in support of clause 5 of Eligibility Criteria.</p>	
<p>(vi) Undertaking in support of clause 6 of Eligibility Criteria supported by copy of latest EPF Challan.</p>	<p>(vi) Undertaking in support of clause 6 of Eligibility Criteria supported by copy of latest EPF Challan.</p>	
<p>(vii) Undertaking with list in support of clause 7 of Eligibility Criteria.</p>	<p>(vii) Undertaking with list in support of clause 7 of Eligibility Criteria.</p>	
<p>(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.</p>	<p>(viii) Proof of experience as stated in Clause 5 of Eligibility Criteria and performance certificates as per Annexure-I</p>	
<p>(ix) Valid License as per the Private Security Agencies (Regulation) Act/Rules.</p>	<p>(ix) Valid License as per the Private Security Agencies (Regulation) Act/Rules/DPSA Regulation Rules 2009.</p>	
<p>(x) Detail/List of works in hand showing the total</p>	<p>(x) Detail/List of works in hand showing the total strength</p>	

	<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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		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.																							
3	<b><u>BID EVALUATION PROCEDURE</u></b>  <b><u>Technical Bid/Criteria</u></b>  The bidder will be given marks on the basis of <b>Technical Point Sheet (Annexure-IV)</b> .  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.  <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)	4. <b><u>BID EVALUATION PROCEDURE</u></b>  <b><u>Technical Bid/Criteria</u></b>  The bidder will be given marks on the basis of <b>Technical Point Sheet (Annexure-IV)</b> .  To become eligible for short listing the bidder must secure at least 50% marks in each and 60% marks in aggregate.  <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																							
2	Security Contract(s) of > 1.00 Crore	Only performance certificate(s)																							
	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.																							



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 secured 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> <p>1. Conditional tenders shall be summarily rejected.</p> <p>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.</p> <p>3. N.D.M.C. reserves the right to reject any/all tenders without assigning any reasons what so ever.</p> <p>4. 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.</p>	<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> <p>1. Conditional tenders shall be summarily rejected.</p> <p>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.</p> <p>3. N.D.M.C. reserves the right to reject any/all tenders without assigning any reasons what so ever.</p> <p>4. The bid submitted shall become invalid if :</p> <p>(i) If the Bidder is found ineligible.</p> <p>(ii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted</p>	<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 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.

*how you would assess it in the agency*

*as per provision*

3.

*5 Marks may be kept for those bidders*

*As per rule 1 kept*

### 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	09 12
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	09 12
ii.	101 to 200	12 13
iii.	201	15

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

i.	10 to 25	09 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 & this will work out to 10.50 or rounded off to 11  
 75-100 - 12  
 100-125 > 150 - 15

12  
 16

20  
 21

6/11/16

### 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)	16	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 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) 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  
1/227-

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

Chairman may pl. approve.

g<sup>st</sup>  
8.1X.16

No-R. 818/PS/2016  
= 8/9/16

Secretary del.  
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 %. 70%

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

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

Secretary's Office  
6252  
8/15/16  
12/9/16

included  
in  
N.T.

4/10



न० दि० न० पा० प्र०  
N. D. M. C.



एक कदम स्वच्छता की ओर

from prepage

-228-

815/P.C./F.A./D/16  
08/09/16  
12/09/16



(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%.

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

6253  
12/9/16

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

Secretary th  
RA 9/9/16

Copy to be noted. 17.10.16

P.T.O. →



नॉर्दर्न नॉर्पॉप  
N. D. M. C.



एक मदन स्वच्छता 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

Ref '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 no) 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.S.O.

10-10-16

AAO/HA

230-

NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA: NEW DELHI

Annexure - III

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.  
S ..... NIL .....

A

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 .....  
 RT

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 an 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 .....

1

- (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 .....  
D ..... 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

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 .....  
 J

  
 01-11-16  
 Chief Security Officer



ANNEXURE-IPRE 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  
..... 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.

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

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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D...NIL  
O...NIL

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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OF ..... NIL .....  
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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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B. NIL  
C. NIL  
D. NIL  
E. 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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OW NIL  
O NIL

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".

- 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.

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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

ANNEXURE-II

**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.

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*[Handwritten signature]*

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01-11-16  
**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/ BUILDING	SECURITY GUARD	LADY GUARD	SECURITY SUPERVISOR	CHIEF SUPERVISOR	TOTAL
1.	Palika Kendra	45	10	03	-	58
2.	City Center	06	03	-	-	09
3.	NDCC-II Including Basement Parking	35	04	03	-	42
4.	Pragati Bhawan	10	-	-	-	10
5.	For entire Group '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.**

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O ..... NIL .....

*[Handwritten signature]*

**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/ BUILDING	SECURITY GUARD	LADY GUARD	SECURITY SUPERVISOR	CHIEF SUPERVISOR	TOTAL
1.	Palika Bazar	58	16	02	-	76
2.	Charak Palika Hospital	31	04	03	-	38
3.	Palika Place	12	-	01	-	13
4.	Freedom Fighter Home	03	-	-	-	03
5.	Kali Bari Udyan Marg	04	-	-	-	04
6	For entire Group 'B'	-	-	-	01	01
	<b>TOTAL</b>	<b>108</b>	<b>20</b>	<b>06</b>	<b>01</b>	<b>135</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 REQUIRED FOR SECURITY  
SERVICES/ARRANGEMENTS AT NDMC PREMISES  
UNDER GROUP CONTRACT 'C'**

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

S. NO.	PLACE/ BUILDING	SECURITY GUARD	LADY GUARD	SECURITY SUPERVISOR	CHIEF SUPERVISOR	TOTAL
1.	Palika Parking	45	-	-	-	45
2.	Palika Parking Shopping Complex	14	06	-	-	20
3.	Palika Maternity Hospital	18	04	03	-	25
4.	Women Technical Institute	04	-	-	-	04
5.	Indira Niketan	04	03	-	-	07
6.	Swati Hostel	04	03	-	-	07
7.	Aradhana/ Aakansha	06	03	-	-	09
8.	Sandhya	04	-	-	-	04
9.	Aanchal	04+01*	-	-	-	05
10.	MCW Centre and Dispensary Punchkuian Road	04	-	-	-	04
11.	Allopathic Dispensary Lodhi Road	01*	-	-	-	01
12.	Community Center (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/ BUILDING	SECURITY GUARD	SECURITY SUPERVISOR	CHIEF SUPERVISOR	TOTAL
1.	S.B.S Place & Parking I	07 + 05#	-		12
2.	SBS Suvidha Kendra (Out Side)	04			04
3.	Consumer Grievances 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 R.K. Puram	11	-	-	11
8.	Health Complex Dharam Marg	16+1 LG	3	-	20
9.	Vidyut Bhawan	05	-	-	05
10.	36 Mahadev Road	04	-	-	04
11.	Birth & Death Centre and Allopathic Dispensary	03 + 01*	-	-	04
12.	Allopathic Dispensary, Golf Links	01*	-	-	01
13.	Chanakya Bhawan Chemical Weapons 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 .....

*[Signature]*



**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/ BUILDING	SECURITY GUARD	SECURITY SUPERVISOR	CHIEF SUPERVISOR	TOTAL
1	Talkatora Indoor Stadium	21	01	-	22
2	Safdarjung Fly Over (Enforcement Store)	07	-	-	07
3	Safdarjung Flyover (Top)	04	-	-	04
4	I.N.A. Parking	07	-	-	07
5	Mini Stadium/Multi- Gym, Laxmi Bai Nagar	07+2 LG	-	-	09
6	Barat Ghar, Kaka nagar	03	-	-	03
7	Gym & Library, Kaka Nagar	05	-	-	05
8	Mayur Bhawan Parking	03	-	-	03
9	Crech, Babar Road	02	-	-	02
10	Sewerage Control Room, Sarojini Nagar	05	-	-	05
11	Water Control Room	04	-	-	04
12	Sewerage Service Centre (4X5)##	20	-	-	20
13	Water Pipe Line (Behind Birla Mandir)	06	-	-	06
14	Daksh Club	04	-	-	04
15	Barat Ghar, Moti Bagh	04	-	-	04
16	Barat Ghar, Laxmi Bai 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/ BUILDING	SECURITY GUARD	SECURITY SUPERVISOR	CHIEF 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 (SEC-7 & 6)	08	-	-	08
6.	S.Ngr./Africa Avenue Land - CWG Park	18	-	-	18
7.	Allopathic Dispensary, S.Ngr	01*	-	-	01
8.	Allopathic Dispensary, 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, Laxmi Bai Nagar	07	-	-	07
13.	Shaheed Arjun Das Camp	06	-	-	06
14.	Sanitary Store, Tughlaq Lane	04	-	-	04
15.	Water Meter Workshop	03	-	-	03
16.	Suvidha Kendra, Sarojini Nagar	04	-	-	04
17.	Suvidha Kendra, West Kidwai Nagar	04	-	-	04
18.	Barat Ghar, Sarojini Nagar	06	-	-	06
19.	Barat Ghar Mandir Marg	04	-	-	04
20.	Community Centre, Moti Bagh	04	-	-	04
21.	Allopathic Dispensary HCM Lane, Kidwai Nagar, 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 .....

*[Signature]*

## Annexure -III

**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/ BUILDING	SECURITY GUARD	SECURITY SUPERVISOR	CHIEF 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 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 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 '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 .....  
O ..... NIL .....

*[Handwritten signature]*

Annexure -III

**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/ BUILDING	SECURITY GUARD	SECURITY SUPERVISOR	CHIEF 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 .....



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

**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 .....  
 D ..... NIL .....

*[Handwritten signature]*

**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 .....  
M

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 Ednucation 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
<b>Grand Total</b>	<b>= 104SG + 5 SS + 1CSS = 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]*

**TECHNICAL POINTS SHEET**

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

<b>FINANCIAL ASPECT</b>				
<b>1.</b>	<b>Financial Strength (20 Marks)</b>		<b>Marks</b>	<b>Evaluation</b>
	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 ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis
	ii.	Solvency Certificate	04	

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

<b>3.Experience in similar works (20 Marks)</b>				
			<b>Marks</b>	<b>Evaluation</b>
	i.	Security & Service Arrangement work	20	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

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

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

<b>6.Number of Supervisory Field Officer (15 Marks)</b>				
	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 .....  
OW ..... NIL .....  
S ..... NIL .....  
M ..... NIL .....

  
01-11-16  
Chief Security Officer



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 .....

*[Signature]*

*[Signature]*  
 01-11-16  
 Chief Security Officer

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

S. NO	DESCRIPTION	SECURITY GUARDS (Semi- skilled)	SECURITY SUPERVISORS (Skilled Matriculate)	CHIEF SUPERVISORS (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 (Sum of column 4 & 5)			
7.	<b>Total Amount for :</b>			
(a)	----- Security Guards			
(b)	----- Supervisors			
(c)	----- Chief Supervisor			
8.	Total Per Month 7 (a+b+c)			

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

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



  
29-11-16  
Chief Security Officer

(32)

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 :						
<b>PRICE SCHEDULE</b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent 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 '___'  Note:- Service Tax as applicable will be reimbursed after submission of Deposit Receipt.	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  
 CW ... NIL  
 O ... NIL

261-

**ITEM NO. 17 (A-51)**

Copy of Res. No. **17(A-51)**  
 of  
**Councils Ordinary Meeting**  
**Date 30-11-2016**

**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 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 (in KI)	Tariff (in Rs) per KI	Fixed charge (in Rs)		Slab(in KL)	Volumetric charge (per kilolitre)	Service charge	
0-10	2.47	73.21	Plus sewerage maintenance charge 60% of water volumetric charge	Upto 20	4.39	146.41	a)Sewerage maintenance charge - 60% of water consumption charge
10-20	3.45	146.41		20 to 30	21.97	219.62	
20-30	21.97	219.62		Above 30	36.61	292.82	b)Water cess charge - @2 paise per KI  c)Late payment surcharge - 5% of total bill amount
30-40	36.61	292.82					
>40	36.61	292.82					
Mixed use category (Category -1A) Service charge - same as above Rate per KI - Double of above				Mixed use category (Category -1A) Service charge - same as above Rate per KI - Double of above			
Commercial/Industrial Category (Category -II) Rates for water charges (rupees per KL) Fixed Charges per month				Commercial/Industrial Category (Category -II) Rates for volumetric charges (rupees per KL) Service Charges per month			

Monthly consumption (kilolitre)	Volumetric charge (per kilolitre)	Fixed charge (in Rs)
0-10	14.64	585.64
10-25	29.28	878.46
25-50	73.21	1024.87
50-100	117.13	1171.28
>100	146.41	1317.69
Govt. Institutions /Office (Category-IIA)		
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)		
Sewerage maintenance charge - 60% of water consumption charge Water cess charge - @2 paise per Kl Late payment surcharge - 5% of total bill amount		

Monthly consumption (kilolitre)	Volumetric charge (per kilolitre)	Service charge
0-06	14.64	146.41
06-15	21.96	292.82
15-25	29.28	585.64
25-50	73.21	1024.87
50-100	117.13	1171.28
Above 100	146.41	1317.69
Sewerage maintenance charge - 60% of water consumption charge Water cess charge - @2 paise per Kl Late payment surcharge - 5% of total bill amount		
(Category-IIA) (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.		
Sewerage maintenance charge - 60% of water consumption charge Water cess charge - @2 paise per Kl 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 266)
- 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**

Deferred.

The Council also resolved that this agenda be brought before the Council in its next meeting for consideration.

  
for Secretary  
New Delhi Municipal Council  
New Delhi.



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Annexure A

**DELHI JAL BOARD**  
**WATER TARIFF APPLICABLE FROM 14.08.2015**

**CATEGORY- I**

(Domestic Consumers)

Rates for water charges:-

Monthly Consumption (Kilolitre)	Service Charge (Rs.)	Volumetric charge (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 (Kilolitre)	Service Charge (Rs.)	Volumetric charge (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

*Handwritten signature*



**ITEM NO. 18 (L-28)**

Copy of Res. No. 18(L-28)  
 of  
 Council's Ordinary Meeting  
 30-11-2016

**1. Name of the Subject:**

Allotment of parking space at Talkatora Stadium Annexe to Indian Navy.

**2. Name of the Department:**

Estate Department-I

**3. Brief History:**

Indian Navy was allotted space at Ground, first and 2<sup>nd</sup> floor of Talkatora Stadium Annexe (total area of 63,108.605 sq.ft. ) and 8<sup>th</sup> & 9<sup>th</sup> floors of Chanakya Bhawan (total area of 11,000 sq.ft. ) for five years w.e.f. the date of possession of the premises from NDMC (FY 2016017 to 2021-2022). The space at Talkatora Stadium Annexe was allotted @ Rs.300/- per square feet per month towards licence fee + Rs.30/- per square feet per month towards maintenance charges. (Copy of allotment letter at Annexure-I). Further, on the request of Indian Navy, 100 car parking space was offered to Indian Navy at Talkatora Stadium Annexe @ Rs. 1000/- per car per month ( Copy of offer letter dated 02.11.2016 at Annexure-II).

Now, Indian Navy vide their letter dated 10<sup>th</sup> November, 2016 (Annexure-III) has stated that they have deposited an advance amount of Rs.5.18 Crores towards hiring of the above space and had requested that car parking space for this Talkatora Stadium Annexe parking should not be charged any other amount as it is a government department for which advance sanction was already accorded and Government financial approval once accorded for hiring of a premises cannot be revised to include any other charges subsequently other than those mentioned in the Terms and Conditions of the Licence Deed. Indian Navy being an important organization under Ministry of Defence has requested for allowing the car parking keeping in view the national interests, security and safety of the organization and its personnel. In view of this, it is requested by the Indian Navy to allow parking for 100 cars within the premises without charging any other parking fee.

The licence deed has already been executed on 29.9.2016.


4. Recommendations of the Department:

The department recommends that 100 car parking space earlier offered to Indian Navy at Talkatora Stadium Annexe may be allotted free of cost on the grounds of safety, security of the organization and its personnel.

COUNCIL'S DECISION

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.

  
For Secy  
New Delhi Municipal Council  
New Delhi

Annexure - I

OFFICE OF THE DIRECTOR (ESTATE-I)  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI

No. 1039/80(E-1)Dated 09/08/2016

The Directorate of Administration  
IHQ of MOD (Navy)  
"A" Block Hutments,  
New Delhi-11001.

Sub: Possession of Ground, 1<sup>st</sup> & 2<sup>nd</sup> Floor measuring area 63285.82 sq. ft.  
Talkatora Stadium, New Delhi.

Sir,

In continuation to this office letter No. SO/Estate/D-1172 dt. 12.11.2015 & D-1216/SO(E-1) dt. 21.12.2015, IHQ of MOD (Navy) is hereby requested to take over the possession of above said premises from Ex. Engineer, Talkatora Stadium as per detail given below:

Floor	Area (in sq.ft.)
Ground Floor	18121.58
First Floor	22582.12
Second Floor	22582.12
Total Area	63285.82

IHQ of MOD (Navy) is requested to take over the possession within a week from the issue of this letter failing which it will be presumed that you are not interested to take over the possession and your request for allotment of space will be treated as cancelled.

*Nhalay*  
08-08-16  
Neelam Venkatachalam  
Jt. Director (Estate-I)

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Annexure - II

OFFICE OF THE DIRECTOR (Estate-I)  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA: NEW DELHI

No. D- 1392 /SO(Estate-1)/2016

Dated: 02/11/2016  
10.2016

The Directorate of Administration,  
IHQ of MOD (Navy),  
"A" Block Hutments,  
New Delhi-110011

Subject: Regarding allotment of 100 Parking spaces to Indian Navy in  
Talkatora Stadium Annexe Building, New Delhi.

Sir,

With reference to your various requests on the subject cited above, it is to  
informed that the Competent Authority has accorded approval for 100 car parking  
space in the basement of Talkatora Stadium, New Delhi @ Rs. 1000/- per car per  
month i.e. Rs. 1,00,000/- per month. The parking charges are to be paid  
alongwith the monthly licence fee.

In this regard, you are requested to contact the AE(BM-I) Civil at Inquiry  
Talkatora Stadium, New Delhi for taking over the possession of above said  
parking space.

  
Dy. Director (Estate -I)

DDO A (main)

प्रधान निदेशक.....

निदेशक.....

संयुक्त निदेशक (समन्वय).....

अनुभाग अधिकारी.....

डायरी संख्या.....

दिनांक.....

को प्रेषित किया.....

DA/MN/1016/NSB


10 Nov 16

The Chairman  
New Delhi Municipal Council,  
Palika Kendra,  
New Delhi - 110001

**ALLOTMENT OF PARKING SPACE AT  
TALKATORA STADIUM ANNEXE**

1. Refer to your letter No. D-1392/SO (Estate-1) 2016 dated 02 Nov 16.
2. The decision to grant parking space for 100 cars to IHQ-MoD (Navy) in the basement of Talkatora Stadium Annexe Building at Rs. 1000.00 per car per month is not understood in the light of the circumstances brought out in the succeeding paragraphs.
3. The case for hiring of Ground, First and Second Floors of Talkatora Stadium Annexe Building was taken up with Ministry of Defence based on the advantages the location accrued with respect to the premises being close to Defence Headquarters Zone, adequate parking space, security and the fact that another government organization viz. Rajya Sabha TV being a co-occupant. The Government approved the proposal after considerable efforts by IHQ-MoD (N) since the building was found suitable to be integrated as offices of IHQ-MoD (N).
4. It is relevant that during the various interactions and meetings held with NDMC as a precursor to the hiring no mention was ever made regarding payment for parking. As a result government financial approval was accorded based on the rent tariff submitted by NDMC since no other charges were mentioned in the offer letters.
5. However, after having deposited the advance amount of Rs. 5.18 Crore on 30 Jun 16 towards hiring of Ground, First and Second Floors of Talkatora Building, IHQ-MoD (N) was informally informed that parking of cars will levy additional charge. Based on this input a meeting was held with chairman NDMC on 01 Aug 16, whereupon NDMC offered 100 car parking space at Talkatora Building without any mention of parking charges. (Copy of NDMC letter No. D-1065/SO (Estate-1)/2016 dated 19 Aug 16 enclosed for reference). It is also relevant that there is no mention of any parking charges in the Licence Deed which was signed on 29 Sep 16.
6. It will be appreciated that Government financial approval once accorded for hiring of a premises cannot be revised to include any other charges subsequently other than those mentioned in the Terms and Conditions of the offer letter and the Licence Deed.

7. In view of the above, it is for consideration that IHQ-MoD (N) be permitted parking for 100 Cars within the premises, in the spirit of the offer made vide NDMC letter No. D-1065/SO (Estate-1)/2016 dated 19 Aug 16.

  
(IJS Matharu)  
Commodore  
Principal Director of Administration

ITEM NO. 19 (W-04)

Copy of Res. No. 19(W-04)

Council's Ordinary Meeting  
Date: 30-11-20161. Name of the subject:-Information regarding periodic review by Ministry of Urban Development on progress of NDMC Smart City Projects.2. Name of the department: Projects3. Brief history of the subject:-

Smart Cities Mission is an urban renewal and retrofitting program by the Government of India with a mission to develop 100 cities all over the country making them citizen friendly and sustainable. Hon'ble Prime Minister Shri Narendra Modi launched the mission in June 2015. First batch of 20 cities selected in the second stage, Round -1, of competition to be developed as light house cities. The idea is to develop sustainable solutions in compact areas and create a replicable model which will act like a light house to other aspiring cities

NDMC is one of the lighthouse city selected for Smart Cities Mission selected by MoUD, in Round -1 which was announced on 28<sup>th</sup> January, 2016. In accordance with the Smart Cities Mission's guidelines, NDMC has prepared detailed Smart cities proposal, which was approved by the council vide Resolution No. 24 (W-01) dated 07.12.2015. Some of the projects like smart classroom, smart PTUs, smart parking management, citizen application, smart electricity grid etc are already started by NDMC and are at advanced stages of development.

Minister of Urban Development, Sh. M. Venkaiah Naidu reviewed NDMC's progress on 8-11-2016 and directed to expedite projects for visible impact like smart roads, pedestrianisation of C.P. and Khan Market, landscaping of public places, creation of public plazas, warm LED lights, smart poles, promotion of Non Motorized Transportation, unified command and control centre etc. Minister of Urban Development also directed Secretary, Urban Development to review the progress of Smart Cities projects every second and fourth Friday at 6.00 P.M. On last such meeting on 25<sup>th</sup> November 2016 Secretary UD reviewed the projects in detail and fixed timeline for each project.

4. Detailed proposal on the subject:-

After detailed review, Secretary Urban Development decided the following

S. No.	Activity	Sub-Activity	Status	Decision
1	Smart Grid & Energy Management	(i) Smart Grid - Strengthening of Network	Consultant (consortium of France Govt. company EDF and WAPCOS) selected.RFP to be floated	Finalization of Technical Specifications and BOQ by 23.12.2016, and award of work by 24.02.2017.
		(ii) 100% Automated Metering Infrastructure with Automated Demand Response		Finalization of Technical Specifications and BOQ by 10.02.2017, and award of work by 25.03.2017.
		(iii) SCADA - Automation		Finalization of Technical Specifications and BOQ by 27.01.2017, and award of work by 25.03.2017.
2	All major roads in NDMC area to become Smart; Pelican Crossings & 3D Zebra Crossings, Warm LED lights, CCTV Surveillance, World-class street furniture.	(i) Smart Warm LED Street lights in NDMC area - Pilot Project (350 poles) on Kaka Nagar and Chandragupt Road area.	RFP floated on 19.11.2016. Pre-bid meeting scheduled on 30.11.2016.	Work to be awarded by 13.01.2017.
		(ii) Sensor Based Smart Parking Management System (Phase - I).	RFP floated on 09.11.2016. Pre-bid meeting held on 17.11.2016.	Work to be awarded by 13.01.2017.
		(iii) 55 Smart Poles at CP and five roads connecting it with Wi-Fi, Warm LEDs, Environmental Sensors etc.	RFP floated on 19.11.2016. Pre-bid meeting scheduled on 30.11.2016.	Work to be awarded by 13.01.2017.
		(iv) Pelican crossings	RFP to be floated	To obtain NOC from Delhi Police by 23.12.2016
		(v) 3D Zebra Crossings	RFP floated for 10 Roads.	Work to be awarded by 13.01.2017.
		(vi) World class street furniture	RFP to be floated	To float the tender by 23.12.2016
		(vii) CCTV surveillance cameras	RFP to be floated	To float the tender by 23.12.2016



		(viii) Digital Interactive Information Panels	RFP to be floated	To float the tender by 26.11.2016
		(ix) Façade Lighting at NDMC HQ.	Work awarded.	To be completed by 26.01.2017.
		(x) Large size Digital screens (20 ft. x 10 ft.)	RFP floated. Bids received on 18.11.2016. Under technical evaluation.	Work should be awarded by 23.12.2016
3	Provide citywide Wi-Fi in NDMC area on identified hotspots, including commercial areas, institutional areas, bus stops, etc.	(i) Wi-Fi at Commercials areas, institutional areas, bus-stops etc. (500 access points)	RFP to be floated	To float the tender by 23.12.2016
		(ii) Optical Fiber Network	NDMC's SPV will form an SPV with MTNL's SPV to execute this work.	SPV to be formed by 27.01.2017
4	Not only 24 x 7 water supply be ensured but the quality should be such that tap water could be used for drinking directly without any processing. The sewer water may be treated and used for horticulture purposes to meet the 100% horticulture requirements.	(i) 24 x 7 Drinking water supply which can be used for drinking from tap directly, including SCADA and Automatic Water Meters	Consultant selected. RFP to be floated	To float the tender by 13.01.2017
		(ii) 11 STPs (3.3 MLD)	Work started and to be completed by 30.4.2017	Same as remarks
		(iii) Water ATMs	RFP floated to select concessionaire under PPP model. However, the Council decided to execute the work with NDMC funds. Necessary action is being taken for implementation of the same.	To float the tender by 09.12.2016
5	Unified Command & Control Centre	RFP is being finalized.	RFP to be floated	To float the tender by 23.12.2016

6	Pedestrianize the commercial areas like Connaught Place and Khan Market; make them No-Vehicle Zones and provide facilities for non-polluting electric vehicles for elderly/differently-abled and children to access the areas.	(i) Pedestrianization in CP	Discussions started with stakeholders to discuss various alternatives. First such meeting held on 23.11.2016.	Alternatives may be finalized in consultations with Delhi Police and other stakeholders by 23.12.2016.
		(ii) Pedestrianization in Khan Market	Discussions started with stakeholders to discuss various alternatives. First such meeting held on 05.11.2016.	
		(iii) Introduction of appropriate types of Electrical Vehicles for Last Mile Connectivity, including Park and Ride facilities	RFP is being prepared.	RFP to be floated by 23.12.2016
		(iv) Developing Plazas for Social and Cultural Activities, having digital interactive information screens, sitting areas, street furniture, Wi-Fi etc.	Work started and is going on.	(i) Palika Bazar Plaza and (ii) Charkha Museum be completed by 26.01.2017.
7	Iconic initiatives – 81 out of 109 Smart Public Toilet Units (PTUs) – with facilities like Bank ATM, water ATM, blood collection centre, vending machines, High quality fittings & facilities like sanitary napkin vending machine.	Concessionaire selected and work awarded	To be completed by 30.09.2017 (70 Nos.) and 31.12.2017 (39 Nos.)..	Same as remarks
8	Smart Class Rooms in all NDMC schools	All 444 Classroom from class VI to XII (Phase -I)	Smart Classrooms in remaining Classrooms (phase -II) from class I to V will be implemented	To be completed by 13.01.2017.

			thereafter.	
9	Complete roll out of e-Hospital.	Hardware and networking done. Many modules started working at CharakPalika Hospital, Polyclinic at DharamMarg and 39 Dispensaries.	All modules to be implemented by 31.03.2017	Same as remarks
10	To improve Landscaping in public areas to increase visual appeal, including lighting, fountains, vertical garden, increased ground cover with plants having better photosynthesis process	(i) 17 Avenue Roads (ii) 7 Major Gardens (iii) 53 Roundabouts (iv) Happiness Areas - Rose Gardens, Lodi Garden, Nehru Park and Talkatora Garden - Activities like Organic Cafes etc.	Plan is being prepared	Plan shall be ready by 23.12.2016, and work shall be started by 13.01.2017.
11	Smart Skill Development	Starting of World-class Skill Development Centre - Courses of health sector - 1 Dental and 8 Medical courses	Work started in collaboration with NSDC	Dental Course to be started by 23.12.2016 and rest courses by 24.02.2017.
12	NMV in NDMC area	Public Bike sharing services on rental basis	RFP to be floated.	RFP be floated by 23.12.2016.

5. **Financial implication of the proposed subject:-**Financial implication of each project is placed before the council separately while seeking approval for the project.

6. **Implementation schedule with time line for each stage including internal proceedings:-** As mentioned above at SI No 4.

7. **Comments from finance department on the subject:-** NA

8. **Comments of the Department on the comments of the finance department:-** NA

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

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

11. Comments of the Law Department on the subject- NA

12. Comments of the department on the comments of the law department- NA

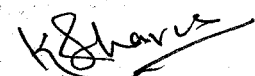
### 13. Recommendations

The above agenda is placed before the council for information.

### COUNCIL'S DECISION

Deferred.

The Council also resolved that this agenda be brought before the Council in its next meeting for consideration.

  
For Secretary  
New Delhi Municipal Council  
New Delhi.

ITEM NO. 20 (M-08)

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. Ist 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 (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 (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 19.50 lakh per year and Rs. 78 lakh for five years

Total cost for 5 years == 73.50 lakhs+78 lakhs= 151.50 lakhs (Excluding Service Tax)  
 == 173.325 (Including 15% Service tax for S.N.1-7 and 10:  
 SN. 8 no extra charges for Certification

**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:- 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	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.

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."	
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 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**

Deferred.

The Council also resolved that this agenda be brought before the Council in its next meeting for consideration.

  
For Secretary  
New Delhi Municipal Council  
New Delhi