

# COUNCIL'S MEETING

**NO. 07/2022-23**

<b>DATE</b>	<b>:</b>	<b>16<sup>TH</sup> DECEMBER 2022 (FRIDAY)</b>
<b>TIME</b>	<b>:</b>	<b>11-00 A.M.</b>
<b>VENUE</b>	<b>:</b>	<b>1<sup>ST</sup> FLOOR, CONFERENCE ROOM, NDCC-II, NEW DELHI</b>



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



नई दिल्ली नगर पालिका परिषद्

नई दिल्ली नगरपालिका परिषद्

NEW DELHI MUNICIPAL COUNCIL

पालिका केन्द्र, संसद मार्ग, नई दिल्ली-110102

Palika Kendra, Sansad Marg, New Delhi-110102

F.25(1)/CS/1/2022/D-489


Dated: 09.12.2022

MEETING NOTICE

The next meeting of the Council will be held on **Friday, 16.12.2022** at **11-00 A.M.** in 1<sup>st</sup> Floor, Conference Room, NDCC-II, New Delhi.

The list of business is enclosed herewith.

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

  
(VIKRAM SINGH MALIK)  
Secretary

ALL MEMBERS OF THE COUNCIL

**COUNCIL'S MEETING NO. 07/2022-23 DATED 16.12.2022 AT 11-00 AM**

**Arrangement of Business**

ITEM NO.	SUBJECT	PAGE	ANNEXURE
01 (CS)	Confirmation and signing of the minutes of the Council Meeting No. 06/2022-23 held on 28.09.2022.	2	3 - 7
02 (Elect.)	Installation of National Flag Poles, Decorative Poles and Electrical upgradation works on Ranjeet Singh & Safdarjung Flyover, NDMC.	8 - 11	
03 (Civil)	Sub: -S/R of roads in NDMC Area. SH:- Re-surfacing of 12 roads in R-V Division of NDMC	12 - 17	
04 (Elect.)	Setting up of Public Charging related infrastructure pertaining to National Electric Mobility Program in NDMC area by CESL.	18 - 28	29 - 80
05 (Civil)	Appointment of Consultant for holistic study of the water supply network of entire NDMC area for furnishing Master Plan for another 25 years	81 - 85	
06 (Civil)	Partnering with NDMC for its development as an "Art Conscious space".	86 - 90	91 - 101
07 (Health)	Operation, Repair and Maintenance of existing PTUs / CTUs/Garbage stations/Roll call centers in lieu of Advertisement Rights in NDMC area on PPP Model.	102 - 107	
08 (Welfare)	Modification in Hitkari Nidhi Yojana in Council Resolution No.12(K-05) dt.03.11.2016.	108 - 113	
09 (Finance)	Re-appropriation of Funds in Budget Estimates 2022-23	114 - 115	116 - 118
10 (Audit)	Annual Audit Report for the year ended March 2020 & 2021		Separate Booklet (To be placed on table)
		119 - 120	
11 (Co-ordination)	Annual Administrative Report for the year 2019-20, 2020-21 & 2021-22	121 - 123	(3 Separate Booklets)
12 (Transport)	Policy for Condemnation of NDMC Vehicles.	124 - 129	130 - 136
13 (Civil)	Requirement of documents for sanction of filtered water & sewer connection from the applicants at the time of submission of applicant forms - Amendment in requirement of documents to ensure metered water connection for all.	137 - 142	
14 (Electric)	Procurement of Solar Energy through 23 Nos. Grid Connected Roof Top Solar Power Plant installed by M/s Rays Power Experts Pvt. Ltd. in NDMC area for 25 years @Rs.6.35/kWh.	143 - 146	
15 (CS)	Contracts/Schemes involving an expenditure of Rs.1 Lac but not exceeding Rs.400 lacs.	147	148 - 170
16 (CS)	Action Taken Report on the status of ongoing schemes/works approved by the Council.	171	172 - 178
	<b>VOLUME -II</b>		
17 (Finance)	Capacity Building and Enhancement of 'Municipal Finance' and 'Management' through collaboration with institutes like National Institute of Urban Affairs (NIUA) and Arun Jaitley National Institute of Financial Management (AJNIFM).	179 - 182	183 - 188
18 (Civil)	Rehabilitation of old sewer. Sub-Head:- Rehabilitation of Brick Barrel 990mm dia from outer circle CP to C-Hexagon through K.G. Marg & Satya Marg at Shanti Path by CIPP Structural Lining method.	189 - 194	
19 (Health)	Intimation regarding quarterly/quarter-wise expenditure on the PPP Project of Collection & Transportation of garbage from NDMC area to the disposal site for the period April-2022 to June-2022.	195 - 197	
20 (Civil)	Redevelopment of roads and roundabouts in NDMC area including pavement, green berms, and illumination with one year maintenance in light of the upcoming G20 Presidency related events in Delhi.	198 - 204	205 - 206

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**ITEM NO. 01 (CS)**

1. The minutes of the Council's Meeting No. 06/2022-23, (See pages 3 - 7) which was held on 28.09.2022 is placed for confirmation of the Council.
2. In this regard, for the Agenda Item No. 13 (Personnel) of the Meeting dated 28.09.2022, the Presiding Officer Hon'ble Minister Smt. Meenakshi Lekhi, has noted that :-  
*"Item no. 13 need to be amended as :- The Council resolved to approve the RRs for the post of Chief Architect, Sr. Architect, Architect, Deputy Architect, Assistant Architect and Architectural Assistant as suggested / recommended by UPSC with slight modifications not to give exclusive percentile to short time contract and column no. 10 of UPSC's recommendation may be approved as 100% by promotion failing which by deputation and further short term contract and it is further deliberated that it doesn't need further recommendation of UPSC as per section 43(2) of NDMC Act, only consultation from UPSC is required and the Council is the final authority for framing the RRs and to decide the manner of selection for appointment as per Section 34(1) of NDMC Act."*
3. In view of above, the Council may take a decision as to whether the RRs for Architect Department of NDMC be approved as proposed by the concerned department or as per the observation of the Presiding Officer.
4. Minutes of the Agenda Item No. 13 (Personnel) will be finalized as per the decision of the Council, either as :

a) The Council resolved to approve the RR for the post of Chief Architect, Senior Architect, Architect, Deputy Architect, Assistant Architect and Architectural Assistant as concurred/approved by UPSC.

OR

b) *The Council resolved to approve the RRs for the post of Chief Architect, Sr. Architect, Architect, Deputy Architect, Assistant Architect and Architectural Assistant as suggested / recommended by UPSC with slight modifications not to give exclusive percentile to short time contract and column no. 10 of UPSC's recommendation may be approved as 100% by promotion failing which by deputation and further short term contract and it is further deliberated that it doesn't need further recommendation of UPSC as per Section 43(2) of NDMC Act, only consultation from UPSC is required and the Council is the final authority for framing the RRs and to decide the manner of selection for appointment as per Section 34(1) of NDMC Act."*

**COUNCIL'S DECISION**

The above minutes of the Council's Meeting held on 28.09.2022 are confirmed in the Council's next ordinary Meeting No.07/2022-23, held on 16.12.2022 at 11-00 a.m. As regards confirmation of Item No. 13 (Personnel) Director (Personnel) pointed out that vide letter dated 28.7.2020, the approval of UPSC was communicated regarding the RRs of Chief Architect, Sr. Architect, Architect, Deputy Architect, Asst. Architect and Architectural Asst., it has been mentioned by UPSC in the said letter that "if any changes take(s) place in the designation of the post(s), the same may be incorporated in the Notification, but specific intimation in this regard may be sent to this office for noting the change in our records. If, however, any change in the scale of pay, number of post(s), qualification etc. take place, a reference may please be made to this office for obtaining the Commission's approval to amend, if need be, the approved rules."

As the amended RRs are required to be sent to MHA for notification, a reference would be required to be sent to UPSC regarding the decision of the Council on amended RRs.

Thereafter the Council decided Agenda Item No. 13 as follows :-

*"Item no. 13 need to be amended as :- The Council resolved to approve the RRs for the post of Chief Architect, Sr. Architect, Architect, Deputy Architect, Assistant Architect and Architectural Assistant as suggested / recommended by UPSC with slight modifications not to give exclusive percentile to short time contract and column no. 10 of UPSC's recommendation may be approved as 100% by promotion failing which by deputation and further by short term contract and it is further deliberated that it doesn't need further recommendation of UPSC as per Section 43(2) of NDMC Act, only consultation from UPSC is required and the Council is the final authority for framing the RRs and to decide the manner of selection for appointment as per Section 34(1) of NDMC Act."*

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

For Secretary  
New Delhi Municipal Council  
New Delhi. 16.12.2022

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

**MINUTES OF THE COUNCIL'S MEETING NO. 06/2022-23 HELD ON 28.09.2022 AT 11-00 A.M. ON FIRST FLOOR, NDCC -II, NEW DELHI.**

MEETING NO.	: 06/2022-23
DATE	: 28.09.2022
TIME	: 11-00 A.M.
PLACE	: NDCC-II, NEW DELHI

**PRESENT:**

1. Sh. Arvind Kejriwal - Presiding Officer
2. Smt. Meenakshi Lekhi - Presiding Officer
3. Sh. Bhupinder S. Bhalla - Chairperson
4. Sh. Satish Upadhyay - Vice Chairperson
5. Sh. Virender Singh Kadian - Member
6. Sh. Kuljeet Singh Chahal - Member
7. Smt. Vishakha Shailani - Member
8. Sh. Girish Sachdeva - Member
9. Sh. Vikram Singh Malik - Secretary, NDMC

ITEM NO.	SUBJECT	DECISION
01 (CS)	Confirmation and signing of the minutes of the Council's Meeting No. 04/2022-23 held on 24.08.2022.	Minutes confirmed and signed.
02 (CS)	Confirmation and signing of the minutes of the Spl. Council's Meeting No. 05/2022-23 held on 07.09.2022.	Minutes confirmed and signed.
03 (Medical Service)	Administrative Approval & Expenditure Sanction of Rs. 600 Lakh for procurement of Allopathic Medicines for the year 2022-23.	<p>The Council expressed its displeasure for the delay in obtaining the administrative approval and expenditure sanction and the tendering process and enquired about the reasons for the delay. The Council directed the department to ensure strict timeline in future so that there is no shortage of medicines.</p> <p>Resolved by the Council to accord administrative Approval &amp; Expenditure Sanction of Rs. 600 Lakh (Rs. Six Hundred Lakh Only) for procurement of Allopathic Medicines for the year 2022-23 for all Category of Group A, B &amp; C through valid Rate Contract (RC).</p> <p>i) The modes of procurement of</p>

		<p>Allopathic Medicines are as under:-</p> <p>a) Open e-Tender through e-Procurement System, Govt. of Delhi for Rate Contract (RC).</p> <p>b) Emergent medicines procured through Local purchase by calling quotations without call of tender from open market which are not under Rate Contract.</p> <p>c) Day to day purchase of indenting medicines is procured from Kendriya Bhandar on urgent basis which are not in stock at Central Medical Store.</p>
04 (Electric)	Purchase of two nos. HT Cable fault locating system suitable up to 66KV and mounting on CNG Vehicle along with CAMC charges for three years from the expiry of Warranty/Guarantee period of the system.	Information noted.
05 (Health)	Intimation regarding quarterly/quarter-wise expenditure on the PPP Project of Collection & Transportation of garbage from NDMC area to the disposal site for the period January-2022 to March-2022.	Information noted.
06 (Education)	Revision of Recruitment Rules (RRs) for the post of TGT (Modern Indian Languages) (MIL) in NDMC Schools.	Resolved by the Council that the proposed revision/amendments to the RR for the post of TGT ( <b>Modern Indian Languages</b> ) (MIL) are approved.
07 (IT)	Integration of NDMC Services and setting up of five (05) nos. of CSC centres at New Delhi Municipal Council on revenue sharing basis. Sub-subject : Winding up of all three (03) Common Service Centers (CSCs) in NDMC Area (viz. at Minto Road, Sarojini Nagar and Kidwai Nagar (West))	Resolved by the Council that the contract may not be extended further with M/s CSC e-Governance Services India Limited and all three (03) Common Service Centers (CSCs) in NDMC Area (viz. at Minto Road, Sarojini Nagar and Kidwai Nagar (West)) may be wound up. Further, it was resolved by the Council that one of the Common Service Centre be renamed after Shaheed Bhagat Singh after utilisation of space is decided by the department.
08 (Education)	Formulation of Recruitment Rules for the post of Special Education	Resolved by the Council that the proposed RR for the post of Special Education Teacher attached as <b>Annexure</b>

	Teacher(TGT) in NDMC Schools.	III is approved.
09 (CS)	Contracts/Schemes involving an expenditure of Rs.1 Lac but not exceeding Rs.400 lacs.	Information noted.
10 (CS)	Action Taken Report on the status of ongoing schemes/works approved by the Council.	Information noted.
11 (Power)	NDMC Solar Policy 2022.	Resolved by the Council that the NDMC Draft Solar Policy 2022 is approved. The department was directed to invite public comments so that an inclusive & comprehensive NDMC Solar Policy may be formulated.
12 (Security)	Extension of existing security contracts of Security Services / Arrangements under Group Contract A, B, D, E, F, G, H and J for further period of six months w.e.f. 01.10.2022 to 31.03.2023.	The Council observed that in the past the extension has already been given to the vendors multiple times. Resolved by the Council to extend the existing security contracts of Security Services / Arrangement for a period of 3(three) months only, i.e. 01.10.2022 to 31.12.2022. The Council further directed the department to initiate further necessary action immediately and complete the tendering process and award the work within the stipulated 3 months period.
13 (Personnel)	Notification of the RRs for the posts of Architect Department of NDMC (Chief Architect, Senior Architect, Architect, Deputy Architect, Assistant Architect, Architectural Assistant)	Decision as per confirmation of the minutes.
14 (Health)	Amendment to Section 390 of the New Delhi Municipal Council Act, 1994 - in compliance of order dated 24.12.2021, 25.02.2022 and 25.03.2022 of Hon'ble High Court of Delhi in RE:WP(C) 5569/2021 title "COURT ON ITS OWN MOTION VS. NORTH DELHI MUNICIPAL CORPORATION AND ORS"	Resolved by the Council that the penalty as mentioned under section 390 of New Delhi Municipal Council Act,1994 may be amended and enhanced as under:- Wherever the existing words 'five hundred' occurs could be substituted by the words "not exceeding Five thousand" and wherever the existing word "twenty" occurs shall be substituted by the words "not exceeding two hundred".
15 (Finance)	Verification of Performance Certificate during technical evaluation of tenders/bids.	Resolved by the Council that :- Recommendations of the department as mentioned in Para 12 of the agenda is approved which is reproduced as under:  A. Before resorting to verification of

Performance Certificate from the issuing authority, following procedure shall be adopted :-

(i) Execution of works by participating bidders may be established by additional means like relevant Letter of Award, SOQ (if applicable) and obtaining Statement in Form 26 AS of Income Tax as these can be provided by the agency. These may be listed as mandatory document in the respective NITs. The TEC/Tender Opening Authority/HOD may seek similar information depending on type of project to convince itself of veracity of documents furnished.

(ii) Verification of Performance Certificate of bidder from issuing authority is to be resorted to only in exceptional circumstances e.g. when authenticity of document remains doubtful despite of scrutiny of bid documents as enunciated at A ( i ) above. The verification shall be got done after recording specific reasons/doubt with the prior approval of Head of Department (HoD).

(iii) Request for verification shall be sent to issuing authority seeking response within a week (in case the authority is located in Delhi/NCR) and ten days (in case the authority is located outside Delhi) with copy to respective bidder/agency. While sending request, all available modes of communication i.e. authorized e-mail, phone/mobile call/electronic mode, speed post shall be utilized.

(iv) All out efforts for speedy evaluation of offers received shall be made so as to retain competition in the bid. This shall be without prejudice to any bidder and personal efforts may be made for verification of document(s) from Issuing Authority.

(v) In case of no response or lack of satisfactory response, final opportunity may be extended to the Issuing Authority with a copy to the bidder to furnish requisite clarification/ document within five days failing which the offer shall be rejected.

B. The procuring/executing entity shall ensure that tender evaluation is done in fair, transparent and uniform manner.

C. In any case, onus for authenticity of documents shall vest with the bidder.



		<p><i>NIT/RFP shall invariably provide that the bid is liable to be rejected in case of wrong tendering practices or use of other non-bonafide methods in order to acquire a contract, including other penal consequences as deemed fit.</i></p> <p><i>D. Suitable amendments in the NITs may be introduced to this effect henceforth</i></p>
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The Hon'ble Chief Minister, Sh. Arvind Kejriwal presided over the meeting till the discussion of agenda item no.6, thereafter meeting was presided over by Smt. Meenakshi Lekhi, Member of Parliament.

It is further resolved by the Council that the departments concerned may initiate further necessary action on the decisions taken by the Council as above, in anticipation of confirmation of the Minutes.

ITEM NO. 02 (ELECTRIC)

Proposed by: ...  
Date: 16.12.2022

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

Installation of National Flag Poles, Decorative Poles and Electrical up-gradation works on Ranjeet Singh & Safdarjung flyover, NDMC.

**2. Name of the Department:**

Electrical Engineering Department.

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

The proposal is for Installation of National Flags, Decorative Poles and Electrical and Illumination works to be carried out on Ranjeet Singh & Safdarjung Flyover by NBCC Services Ltd. (NSL), a wholly owned subsidiary of NBCC (I) Ltd, as stated a PSU, basically a service-oriented company with the mandate to operate in:-

- (i) Up-gradation, beautification and renovation works including architectural illumination.
- (ii) Maintenance projects.
- (iii) Civil and Interior projects.

Proposal constitutes the following major activities for the Ranjeet Singh Flyover:-

- (i) Under the deck dynamic facade lighting (ramp towards Modern School. Hotel Lalit end)
- (ii) Installation and illumination of National Flags to be installed at selected locations of the flyover.
- (iii) Providing power supply cabling under the deck, including removal overhead power supply cables etc.

Proposal constitutes the following major activities for the Safdarjung Flyover:-

- (i) Over the deck facade lighting on both sides of the crash barriers (on the pedestrian walkway).
- (ii) Installation of Decorative Poles and Heritage Post Tops on the Central verge.

**4. Detailed proposals of the subject/Project:**

M/s NBCC Services Ltd. have carried out the survey of both the flyovers to have a clear cut understandings of the prevailing site conditions constraints and specific requirements of both the projects, a concept have been involved. Accordingly the preliminary schedule of quantities is as under:-

S.No	Descriptions of Items	Amount
A	Supply and Installation of Flag Masts on Ranjeet Singh Flyover	45,32,100.00
B	Dismantling of overhead power supply and inter pole cables, providing new underground power supply and LILO cable between streetlight poles and allied works at Ranjit Singh Flyover	28,06,000.00

C	Supply Installation Testing and Commissioning of Under deck dynamic illumination of Rajeet Singh Flyover	80,77,000.00
D	Supply Installation Testing and Commissioning of Decorative Poles with Heritage Post Tops on carriage way of Safdarjung Flyover	55,50,000.00
E	Supply Installation Testing and Commissioning of over deck crash barrier illumination of Safdarjung Flyover	1,82,38,565.00
	(I) Total amount (Excluding PMC charges of NSL & GST	3,92,03,665.00
	(II) PMC charges of NSL @ 10%	39,20,366.50
	(III) Cost including PMC charges (Charged by NBCC Services Ltd.)= (I) + (II)	4,31,24,031.50
	(IV) GST 18%	77,62,325.67
	<b>Grand Total Amount (Including PMC Charges of NSL &amp; GST)= (III) + (IV)</b>	<b>5,08,86,357.17</b>
	<b>Say Rs.</b>	<b>5,08,86,357.00</b>

(Rupees Five Crore Eight Lakh Eighty Sixty Thousand Three Hundred and FiftySeven only)

(Note: The revised expenditure as per renewed offer dated 30.11.2022 submitted after change in quantities made by M/s NBCC Services Ltd. subsequent to meeting dated 25.11.2022 with Hon'ble Chairman)

5. **Financial Implications of the proposal:**

The Financial implications will be worked out after accord of approval by the Council.

6. **Implementation schedule with timelines for such stage internal processing.**

After signing of MOU, the process of appointment of finalization of works, finalization of contractor and issue of LOI etc. will take minimum Thirty (30) days time. The work will be completed within One (01) month from the date of award of the work to the contractor and receipt of advance payment from the client/NDMC whichever is later.

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

Final comments vide Diary No. 119175/Elect. 31.10.2022

1. In view of 'in principle approval' of the then Chairman, NDMC, FD has already concurred in the proposal of the department under Note # 13 with certain advise.
2. Now under Note # 27 Chairman, NDMC while according in principle approval to place the agenda before the Council has desired that a note detailing status of observations of Finance may also be prepared. The same has been prepared by the department under Note# 32 & 36.
3. On going through the said status it has been observed that i) Department is yet to bring on record the exceptional circumstances for selection of M/s NBCC Services Ltd as PMC on nomination/single source basis in compliance to Rule 194 of GFR, 2017, ii) The PE has not been

got checked by Planning Division, iii) Department needs to ensure that the instant work can be awarded to M/s NBCC Services Ltd on nomination basis in accordance with Rule 133(3) read with Rule 194 of GFR 2017, iv) Although Department has got the PMC charges reduced from 13% to 10%, however the same are still not at par or less than the provisions contained under CPWD Manual. Department may take further efforts to get the same reduced as per provisions of CPWD Manual thereafter the amount of the estimate may also be modified accordingly, v) Draft agendum and MoU to be vetted by Law Department.

4. Since FD has already concurred in the proposal of the department, Department may process the case further as per Advisory dated 01.08.2022 issued by Nodal Cell of Finance Department, according to which it is the responsibility of the HoD and concerned AO/Sr. AO for compliance of the conditions before submitting the proposal for consideration of competent authority.

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

1. Matter of Record.
2. Mater of Record.
3. (i) The case has been discussed and it is learnt that the subject cited work is one of the very important and urgent project being undertaken by NDMC keeping in view the highly prestigious forthcoming G-20 Summit. On this occasion Heads/representatives of countries from all over the world will participate, therefore, in the given circumstances, it has become necessary to select the expert agency M/s NBCC Services Ltd. in order to meet the time bound execution of the project.  
(ii) As discussed, the proposal of M/s NBCC Services Ltd. placed at TOC 839019 is being treated as PE. In view of the reduction of PMC charges as per letter received from M/s NBCC Services Ltd. & placed at TOC 854233, the abstract of PE has been revised and placed at TOC 867509. Accordingly, the PE (The proposal of M/s NSL) has been checked and found in order.  
(iii) As per letter dated 19.10.2022, placed at TOC 854233, **M/s NBCC Services Ltd. has informed that NBCC Services Ltd. is a PSU**, so it appears in line with the observation.  
(iv) The matter has been discussed with senior officers and it has been learnt that as per letter dated 19.10.2022, placed at TOC 854233, while offering reduction in PMC charges from 13% to 10%, the NBCC Services Ltd. provided three recent MoUs attached in TOC 867485 one each from Ministry of External Affairs, Commission of Air Quality Management and Bank of Maharashtra wherein PMC charges taken by M/s NSL are 13%, 14% and 18% respectively. The company has clarified further that this reduction may not be set as a precedent for the PMC margin of the NSL but is being treated as a special consideration for NDMC.

4. As advised please.

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

NIL

10. The comments of Law Department on the subject:-  
Having carefully gone through the agenda placed on the file to be placed before the Council for approval in respect of installation of National Flag Poles, Decorative Poles and Electrical up-gradation works on Ranjeet Singh & Safdarjung flyover, NDMC.

The agenda to be placed before the Council is purely technical as well as financial in nature and, no legal issue is involved, hence, no comments of Law Department. are called for at this stage.

However, the department is to ensure that the facts, figures and words mentioned therein are correct, further the department concerned is to ensure that the draft agenda has been drafted in consonance with CPWD manual and the CVC guidelines on the issue has been complied with.

11. Comments of the Department on the comments of Law Department:-  
-N.A-

12. **Recommendations:**

The case is placed before the Council for kind consideration and decision to execute the work for Installation of National Flag Poles, Decorative Poles and Electrical up-gradation works on Ranjeet Singh & Safdarjung flyover, through NBCC Services Ltd. (NSL).

- (a) For according approval to enter into turnkey Consultancy Agreement with M/s NBCC Services Ltd. (NSL) for turnkey execution of work relating to Installation of National Flag Poles, Decorative Poles and Electrical up-gradation works on Ranjeet Singh & Safdarjung flyover.
- (b) To authorize the Chairman to nominate officer to sign agreement on behalf of NDMC.
- (c) To initiate above actions in anticipation of confirmation of minutes.
- (d) To accord the A/A/ & E/S amounting to Rs. 5,08,86,357/- with 10% permissible variation for getting the execution of work in anticipation of approval of Council in respect of work proposal of M/s NBCC Serviced Ltd.

**COUNCIL'S DECISION**

Resolved by the Council to accord approval to execute the work for Installation of National Flag Poles, Decorative Poles and Electrical up-gradation works on Ranjeet Singh & Safdarjung flyover, through NBCC Services Ltd. (NSL). The Council also approved :-

- (a) To enter into turnkey Consultancy Agreement with M/s NBCC Services Ltd. (NSL) for turnkey execution of work relating to Installation of National Flag Poles, Decorative Poles and Electrical up-gradation works on Ranjeet Singh & Safdarjung flyover.
- (b) To authorize the Chairman to nominate officer to sign agreement on behalf of NDMC.
- (c) To accord the A/A/ & E/S amounting to Rs. 5,08,86,357/- with 10% permissible variation for getting the execution of work in anticipation of approval of Council in respect of work proposal of M/s NBCC Serviced Ltd.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

*S. Sengupta*

New Delhi Municipal Council,  
New Delhi,

**ITEM NO. 03 (CIVIL)**

Checked by: \_\_\_\_\_  
 Date: 16.12.2022

**1. Name of the Subject/Project:****Sub: -S/R of roads in NDMC Area.****SH:- Re-surfacing of 12 roads in R-V Division of NDMC.****2. Name of the Department:**

Civil Engineering Department.

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

- (i) A site inspection of Sardar Patel Marg, Mother Teresa Crescent Road, Talkatora Garden, BKS Marg and Connaught Place area was carried out by OSD to Lt. Governor of Delhi on 27.10.2022 from 8.30AM to 11.00AM regarding preparation of G-20 Summit to be held in Sep-2023.
- (ii) During site visit it was observed that comprehensive improvement is required within the ROW of road coming from airport to Connaught Place and President House including provision of development of green belt along footpath, beautification, repair of roads, pavement, painting of kerb stone after scrubbing to existing old paint layer and road marking paint etc. including resurfacing of roads who have outlived their prescribed life for given smooth riding to road users.
- (iii) Mother Teresa Crescent between Teen Murti roundabout to RML Hospital is a most important road and on the way of airport to Connaught place and President House. Existing micro surfacing on Mother Teresa Crescent was carried out during 2015 and out lived his prescribed life five years in 2020, where many longitudinal as well as Transverse cracks are developing. As per recommendation given by CRRI (Central Road Research Institute) in May-2021, resurfacing of Mother Teresa Crescent road was recommended with provision of milling of outlived old road surface and thereafter resurfacing of road to avoid raise the level of existing road surface.
- (iv) Under R-V division defect liability period of 12 Nos. of roads has been expired including Mother Teresa Crescent and on these roads many maintenance related issues were also received frequently, it was also observed that at the top surface of all these roads many Longitudinal as well as Transverse cracks were developed. Accordingly it was decided to take the consultation of expert Government organization of this field i.e. "Central Road Research Institute" with a view to get the best required treatment on these Roads after doing detailed inspection and carrying out relevant test on these roads by the CRRI. After appointment CRRI conducted all requisite Field inspections and tests on following 12 roads:-
1. Gurudwara Rakab Ganj Road.
  2. Jantar Mantar Road.
  3. R.K. Ashram Marg(New)
  4. Raisina Road.
  5. Red Cross Road.
  6. Sansad Marg.
  7. Udyan Marg.
  8. Mahadev Road.
  9. Bangla Sahib Road.
  10. Bhai Veer Singh Marg.
  11. Mother Teresa Crescent Marg.
  12. Old R.K. Ashram Marg.

(v) Thereafter CRRl has submitted its Evaluation inspection report vide No. CRRl/PED/NDMC/2020-21 dated 21<sup>st</sup>-May-2021 based on all the relevant testing done on the samples of each road taken and they have suggested the treatment to be done road wise and recommendation given as under:-

Sr. No	Name of the Road	Road stretch	Carriage type	Direction		Depth of milling	Strength ening requirem ent (mm)	Recommend ation of council members committee
1.	Gurudwara Rakab Ganj Road	T.K Marg to Pt. pant circus	Undivided	T.K Marg	Pt. Pant circus	40-50	40BC	40BC after milling depth of 40-50mm of existing surface
		Pt. Pant circus to Imtiaz Khan Marg	Undivided /Divided	Pt. Pant Circus	Imtiaz Khan Marg			
2.	Jantar mantar Road	Tolstoy Marg to Ashoka Road	Undivided	Tolstoy Marg	Ashoka Road	40-50	40BC	40BC after milling depth of 40-50mm of existing surface
		Ashokta Road to Raisina Road		Ashoka Road	Rai Sina Road			
3.	R.K Ashram Marg (New)	Panchkuiya Road to Gole Market Roundabout	Divided	Panchkuiyan Road	Gole market Roundab out	40-50	40BC	40BC after milling depth of 40-50mm of existing surface
		Gole Market Roundabout to Panchkuiya Road		Gole Market Roundab out	Panchkuiyan Road			
4.	Raisina Road	Rail Bhawan to windsor Place	Undivided	Rail Bhawan	Windsor Place	40-50	40BC	40BC after milling depth of 40-50mm of existing surface
5.	Red cross Road	Rafi Marg Round about to Sansad Marg	Undivided	Rafi Marg Round about	Sansad Marg	NIL	MS type-III*	Micro surfacing layer type-III on existing road surface
6.	Sansad Marg	Red cross to Ashoka Road	Undivided	Red Cross Road	Ashoka Road	40-50	40BC	40BC after milling depth of 40-50mm of existing surface
		Ashoka Road to Jai Singh Road(Palika Kendra)	Undivided	Ashoka Road	Jai Singh Road (Palika Kendra)			
		Jai Singh Road(Palika Kendra) to Connaught	Divided	Jai Singh Road (Palika Kendra)	Connaught Place			

		Place		Connaught Place	Jai Singh Road (Palika Kendra)			40BC after milling depth of 40-50mm of existing surface
7.	Udhyan Marg	Park Street to Peshwa Road	Undivided	Park Street	Kalibari Road	NIL	MS type-III*	Micro surfacing layer type-III on existing road surface
				Kalibari Road	Park street			
8	Mahadev Road	Pt. Pant Marg to Ashoka Road	Undivided	Pt. Pant Marg	Ashoka Road	40-50	40BC	40BC after milling depth of 40-50mm of existing surface
9	Bangla Sahib Road	Baba Khadak Singh Marg to Shaheed Bhagat Singh Marg	Divided	Baba Khadak Singh Marg	Shaheed Bhagat Singh Marg	NIL	MS Type-III*	Micro surfacing layer type-III on existing road surface
		Shaheed Bhagat Singh Marg to Panchkuiya Road	Undivided	Shaheed Bhagat Singh Marg	Panchkuiyan Road			
10	Bhai Veer singh marg	Kalibari Marg Singh Marg	Divided	Kalibari Marg	Shaheed Bhagat Singh Marg	40-50	40BC	40BC after milling depth of 40-50mm of existing surface
				Shaheed Bhagat Singh Marg	Kalibari Marg			
11.	Mother Teresa Crescent Marg	Teen Murti to RML Circle	Undivided	Teen Murti	S.P Mart to Red Light	90-100	50 DBM + 40BC	50DBM and 40BC after milling depth of 90-100mm of existing surface
			Divided	S.P Mart to Red Light	RML Circle			
				RML Circle	S.P Mart to Red Light			
12.	Old. R.K Ashram Marg	Park street to Kalibari Marg	Undivided	Park street	Kalibari Marg	40-50	40BC	40BC after milling depth of 40-50mm of existing surface



Thereafter all 12 roads were also inspected by constituted committee of council members during June-2021 and all recommendation of CRRI was accepted.

- (vi) Accordingly, preliminary estimate has been prepared by EE(R-V) and got checked by planning for Rs.12,35,92,500/- on the basis of DSR-2018 + 3% Contingency.
- (vii) Approval-in-Principle has been accorded by the Chairman, NDMC vide note#51 for process the Preliminary estimate amounting to Rs. 12,35,92,500/-

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

- i) Cold milling asphaltic surface 40-100mm thick.
- ii) Prov. and applying tack coat using bitumen emulsion.
- iii) P/L dense graded bituminous macadam (DBC) 50-100m.
- iv) P/L bituminous concrete 40/50mm thick.
- v) P/L Micro surfacing coarse.
- vi) P/L 2.5mm thick road marking strips

**5. Financial Implication of the proposal subject/Project.**

The Financial Implications is the scheme works out to Rs. 12,35,92,500/-.

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

PE will be approved	--	November, 2022.
DE & NIT	--	December, 2022
Tender will be invited	--	December, 2022
Work will be awarded	--	February, 2023
Completion of work	--	Nine Months

**7. Final Comments of the Finance Department on the subject with dairy No. and date**

Finance has concurred Preliminary Estimate amounting to Rs. 12,35,92,500/- the proposal vide note#55 dated 18.11.2021.

- (i) The department has processed Preliminary Estimate amounting to Rs.12,35,92,500/- on the basis of DSR-2018 + 3% Contingency vide details at Note#30 and P- 103/C.
- (ii) Department has brought out that the estimate has been prepared on the recommendations given by expert Government Organization of this field i.e Central Road Research Institute which is exist on C/49-90, for which CRRI has carried out detailed inspections and all relevant tests on roads taken in estimate. The period of defect liability of the existing roads has been expired on 01.07.2020. In compliance to Council decision vide Resolution No.14(A-55) dated 24.03.2015, the Roads were also inspected by Hon'ble Member thoroughly and accordingly a detailed inspection note with recommendations was also issued by Hon'ble member which is received and enclosed herewith.

- (iii) The department has obtained AIP from the Chairman, NDMC vide Note#51.
- (iv) In view of clarification brought on record by the department and subject to correctness of facts, information and computation of data, Finance Department concurs in the proposal of the department duly checked by Civil Planning and AO(Works) vide Note#30 and Note#32, respectively and recommended by CEC-I vide Note#33 & 49, ensuring (i) that no liability will be incurred before availability of sufficient funds, and (ii) PE is prepared as per SOP No.3/2 of CPWD Works Manual 2019.

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

Reply of the department on comments of the finance department is as under:-

It is assured that:-

- (i) No liability will be incurred before availability of sufficient funds.
- (ii) PE is prepared as per SOP No.3/2 of CPWD Works Manual 2019.

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

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

Na

**11. Final comments of law Department on the subject / project.**

**12. Certification 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.

**13. Recommendations**

- (i) Consideration and accord of administrative approval & expenditure sanction amounting to Rs. 12,35,92,500/- for the work "Re-surfacing of 12 roads in R-V Division of NDMC."
- (ii) To initiate further action in anticipation of confirmation of Minutes of the Council Meeting.

**14. Draft Resolution**

It has been resolved by the Council that

- (i) Consideration and accord of administrative approval & expenditure sanction amounting to Rs. 12,35,92,500/- for the work "Re-surfacing of 12 roads in R-V Division of NDMC."
- (ii) To initiate further action in anticipation of confirmation of Minutes of the Council Meeting.

**COUNCIL'S DECISION**

Resolved by the Council to accord administrative approval & expenditure sanction amounting to Rs.12,35,92,500/- for the work "Re-surfacing of 12 roads in R-V Division of NDMC."

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

  
For Secretary  
New Delhi Municipal Council,  
New Delhi,

**ITEM NO. 04 (ELECTRIC)****1. Name of subject/project.**

**Subject:** - Setting up of Public Charging related Infrastructure pertaining to National Electric Mobility Program in NDMC area by CESL.

**2. Name of Department**

Electric Department-II

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

- a) MoU was signed between NDMC and EESL effective from 09.01.2019 regarding to enter into transaction or services pertaining to setting up of Public Charging Infrastructure under National Electric Mobility Program.
- b) As per MoU 100 nos. of Public Charging Stations are to be installed in NDMC Area. However, as per Article 4 of MoU reproduced as under:-

Article 4: Non-Binding MoU for future Cooperation.

*"This MoU describes the general conditions and arrangements for further discussions between the parties and is non-obligatory. The exact terms and conditions of this future cooperation will be negotiated in due course and delineated in one or more separate and definitive agreements in the future, should circumstances warrant. Neither party shall be liable to the other for any claim, loss, cost, liability or investment opportunities arising out of directly or indirectly related to the other party's decision to terminate this MoU, the other Party's performance under this MoU, or any other decision with respect to proceeding or not proceeding with the definitive agreement(s) or the Project(s). Further, each party acknowledges and agrees that the decision to enter into definitive agreement is the sole and absolute discretion of the other party."*

- c) Collaboration on promotion to Electric Vehicle including two wheelers in NDMC Area.
- d) As per signed MoU, the following are the roles and responsibilities of NDMC and EESL are as under:-

**EESL**

- (i) Entire investment for the said activity shall be borne by EESL.
- (ii) Installation of Electric Vehicle chargers as per the Ministry of Power (MoP) guidelines.
- (iii) Sharing of revenue with NDMC.

**NDMC**

- (i) Provision of space for charging for setting up charging infrastructure.
  - (ii) Provision of requisite power connection for charging infrastructure.
  - (iii) All permissions and statutory clearance pertaining to NDMC to be provided.
- e) NDMC and EESL shall share revenue as mutually agreed, as per agreement.

- f) Vide Council Item No. 06(B-19) dated 28.02.2019, the decision taken in the Council in r/o of "Setting up of Public Charging Infrastructure pertaining to National Electric Mobility Program" is as under:-

*Information noted. The Council resolved that an agreement be executed with Energy Efficiency Services Limited as per the terms of Memorandum of Understanding contained as Annexure A of the preamble.*

*It is also resolved that the Department may initiate further necessary action in anticipation of confirmation of the Minutes of Council.*

#### 4. Detailed Proposal on the subject/Project

- a) Under National Electric Mobility Program, further in compliance of M.o.U. & decision of Council.

EESL will install 100 nos. Electric Vehicle Charging Station and related Infrastructure, in the NDMC area, as per the latest standards, guidelines issue by Gol/State Govt. etc. & demand of Electric Vehicle.

However, as per Article 4 of MOU reproduced as under:-

**Article 4: Non-Binding MoU for future Cooperation.**

*"This MoU describes the general conditions and arrangements for further discussions between the parties and is non-obligatory. The exact terms and conditions of this future cooperation will be negotiated in due course and delineated in one or more separate and definitive agreements in the future, should circumstances warrant. Neither party shall be liable to the other for any claim, loss, cost, liability or investment opportunities arising out of directly or indirectly related to the other party's decision to terminate this MoU, the other Party's performance under this MoU, or any other decision with respect to proceeding or not proceeding with the definitive agreement(s) or the Project(s). Further, each party acknowledges and agrees that the decision to enter into definitive agreement is the sole and absolute discretion of the other party."*

**View of Department: -**

Hence, considering reduction of Carbon Footprint, rising Pollution Level, rising demand of Electric Vehicles and guidelines issued by Gol, State Govt time to time w.r.t. Electric Vehicle & Charging Infrastructure, the future expansion w.r.t. installation of additional Public Charging Stations in NDMC Area shall be decided mutually by NDMC & EESL.

- b) Recently, EESL has installed Electric Vehicle Chargers, comprising of 15KW DC-001 Charger & C142KW (60KW CCS+60KW CHAdeMO+22KW Type2AC) details of the locations is enclosed at **Annexure 'A'** (See pages 29 - 30).
- c) A subcommittee was framed under the Chairmanship of Financial Advisor with the approval of Chairman to finalize Commercial Terms of Agreement. The Minutes of The Meeting are enclosed at **Annexure 'B'** (See pages 31 - 33).

The brief details for the same are reproduced as under:-

- i. In compliance with the signed MoU, the following expenditure shall be borne by EESL: -
  - I. Cost of Infrastructure in all respect, to provide Electricity Connection to Public Charging Stations, PCS, as per DERC norms.
  - II. All expenditure to release of Sanction Electric Load for EV Charging Stations (As per Terms & Conditions of Commercial Department of NDMC).
  - III. Electricity Bill w.r.t. Public Charging Station, PCS, shall be paid directly to Commercial Department under relevant Head.
  - IV. Any other expenditure, required for installation of Public Charging Station, PCS.
  - V. Taxes, Cess & Duties in any manner as imposed by any Govt. Department as applicable, as per Govt. of India, shall prevail.
- ii. Initially EESL submitted the proposal that apart from Electricity consumption Bill payment, EESL shall pay Rs. 0.70 (inclusive of Taxes) per kWh to NDMC against the per Unit of Electricity consumed on Public Charging Station, as revenue sharing as land rental. However, the same was discussed and deliberated and it was finalized that EESL shall pay Rs.1(exclusive of taxes) per kWh to NDMC against the per Unit of Electricity consumed on Public Charging Station, as revenue sharing as land rental.
- iii. Up-gradation of Technology w.r.t. Public Charging Stations shall be done by EESL at their own cost, as per Govt. Guidelines /Market requirement/Market Trend.
- iv. Initially EESL submitted the proposal that Revenue generated through Co-branding activities at EV PLAZA locations and Public Charging Stations (PCS) shall be shared between NDMC and EESL equally i.e. 50% each. However, the same was discussed and deliberated and it was finalized that NDMC rates for advertisement shall be taken as a benchmark required for Co-branding activities for generation of additional revenue to be shared between NDMC and EESL. Revenue generated through Co-branding activities at EV PLAZA locations and Public Charging Stations (PCS) shall be shared between NDMC @ 60% and EESL @ 40% respectively.
  - I. Selection of vendors/companies for Co-branding shall be done by EESL in coordination/consultation with NDMC.
  - II. Approval w.r.t. branding activity by any means, needed to be got approved by NDMC by EESL.
  - III. Cost of any signage/ banners w.r.t. Public Charging Stations (PCS) shall be borne by EESL.
  - IV. LED screen for awareness / promotion shall be done on already installed screen of NDMC on chargeable basis or by installation of new LED Screen by EESL (on their cost) by taking due permission from NDMC.
  - V. A separate account shall be maintained by EESL to maintain the record of transactions against Co-branding activities for verification by NDMC.
  - VI. No adjustment of Bills and Expenditure shall be made with revenue generated through Co-branding activities and Land rental.

- v. Digital mode of payment against charging shall be made for consumers to promote Digital India.
- vi. As the MoU is signed between NDMC & EESL, hence any third party involvement in this project (i.e. OEM or other service provider) shall not be entertained by NDMC.
- I. No compensation/damage charges shall be paid by NDMC to EESL, as the entire responsibility of SITC & Operation and Maintenance of Public Charging Stations is of EESL.
  - II. Relocation charges of Public Charging Stations (PCS) shall be borne by EESL, NDMC shall provide the alternate space for relocation only.
  - III. In case of breakdown/non functioning of Charger, Response time along with flow chart shall be the part of agreement. EESL shall ensure rectification of the faults pertinent to EESL scope of work within reasonable time period of 72 Hrs. report for the same shall be shared to NDMC.
- vii. The Commercial Terms may be reviewed after 5 years on mutually agreed basis.
- viii. NDMC is free to execute any agreement with any Third party approaching for installation of additional Public Charging Stations (PCS). EESL shall have no objection w.r.t to same.
- d) In the recommendation of Sub-Committee, Parking Management Department submitted a remark that some of the EV charging stations are installed in the Parking Lot allocated to other concessioner. In this regard, it is submitted that Govt. of NCT is taking various steps to promote Electric Vehicles by making amendments in Unified Building Bye Laws (UBBL), 2016 for installation of EV charging infrastructures. The same is as under: -
- An order issued by Urban Development Department, Govt. of NCT of Delhi vide No. 7(136)/DDLB-1/2021/CD No.-000636272/1433-37 Dated 05.02.2021, addressed to Hon'ble Chairman NDMC, received in the office of undersigned through CE (E-II), regarding Providing of Charging Infrastructures for Electric Vehicles as per Unified Building Bye Laws (UBBL), 2016 (enclosed at **Annexure-'C'**) (See pages 34 - 36). The gist of the same is reproduced as under: -
- ".....In terms of UBBL for Delhi, 2016, in all the new constructions, Charging infrastructures shall be provided for Electric Vehicles in 20% of all vehicles holding capacity/Parking Capacity at the premises covered under UBBL.*
- (ii) Semi Public Spaces like existing Commercial and Institutional Buildings including Malls, Shopping Complexes, Cinema Halls, Multiplexes, Office Spaces, Hotels, Restaurants, Hospitals etc., having a parking capacity of more than 100 vehicles be mandated to set aside at least 5% of the total vehicle capacity for EVs fitted with suitable EV chargers a minimum slow charger with 3.3 KW output.*
- In view of above, directions are issued to all ULBs/DMCs for implementation of the decisions taken in Minutes of Meetings."*

Accordingly, NDMC shall encourage e-vehicles by providing dedicated space for e-vehicles, required for charging, in front of Electric Vehicle Charging stations.

- e) An email Dated 12.12.2020 by EESL addressed to Hon'ble Chairman NDMC, wherein it is mentioned that "EESL has created a 100% own SPV Convergence Energy Services Pvt. Ltd. (CESPL) which would look at EESL's Solar and e-Mobility business.....suggesting inclusion of CESPL's name in the agreement signing." (enclosed at Annexure-'D') (See pages 37-38)
- f) An office order issued by Sh. Saurabh Kumar, EVC (EESL Group of Companies) Dated 27.08.2021, wherein it is mentioned that "pursuant to the Office Order issued Dated 22.12.2020 vide Ref. No. CESL/2020/HR/1, it is being restarted that all MoUs, Agreements, PPAs, Proposals or any documents for business or projects that are currently under the mandate of CESL have to necessarily be signed by CESL as the counterpart. There shall be no exceptions-documents with the incorrect counterpart will not be entertained either by EESL or by CESL." (enclosed at Annexure-'E') (See pages 39 - 40).

5. Financial implications of the proposed project/subject.

TABLE-'A'

S. No.	Reference No.	Nature of Financial Implication/Recommendations of Sub-Committee	Incorporated in Draft Agreement.
1.	3	In compliance with the signed MoU, the following expenditure shall be borne by EESL: -	ARTICLE 4 CONSIDERATION (4.3)
2.	3.1	Cost of Infrastructure in all respect, to provide Electricity Connection to Public Charging Stations, PCS, as per DERC norms.	
3.	3.2	All expenditure to release of Sanction Electric Load for EV Charging Stations (As per Terms & Conditions of Commercial Department of NDMC).	ARTICLE 5 SCOPE OF THE PROJECT  (5.4 Scope of Project for CESL) at point v. &  ARTICLE 11 METERING, BILLING AND PAYMENT  (11.2) Installation of Meters
4.	3.3	Electricity Bill w.r.t. Public Charging Station, PCS, shall be paid directly to Commercial Department under relevant Head.	ARTICLE 11 METERING, BILLING AND PAYMENT,
5.	3.4	Any other expenditure, required for installation of Public Charging Station, PCS.	(11.3 Invoicing). ARTICLE 5 SCOPE OF THE PROJECT  (5.4 Scope of Project for CESL) at point w.



6.	3.5	Taxes, Cess & Duties in any manner related to Public Charging Station, PCS as imposed by any Govt. Department as applicable, as per Govt. of India, shall prevail.	ARTICLE 6 TAXES AND INSURANCE  (6.1 Taxes in Relation to Public Charging Station)
7.	4.	Initially EESL submitted the proposal in the Draft Agreement that apart from Electricity consumption Bill payment, EESL shall pay Rs. 0.70 (inclusive of Taxes) per kWh to NDMC against the per Unit of Electricity consumed on Public Charging Station, as revenue sharing as land rental. However, the same was deliberated and it was concluded that EESL shall pay Rs.1(exclusive of taxes) per kWh to NDMC against the per Unit of Electricity consumed on Public Charging Station, as revenue sharing as land rental.	ARTICLE 4 CONSIDERATION (4.1)
8.	5.	Up-gradation of Technology w.r.t. Public Charging Stations shall be done by EESL at their own cost, as per Govt. Guidelines /Market requirement/Market Trend.	ARTICLE 5 SCOPE OF THE PROJECT  (5.4 Scope of Project for CESL) at point u.
9.	6.	Initially EESL submitted the proposal in the Draft Agreement that Revenue generated through Co-branding activities at EV PLAZA locations and Public Charging Stations (PCS) shall be shared between NDMC and EESL equally i.e. 50% each. However, the same was deliberated and it was concluded that NDMC rates for advertisement shall be taken as a benchmark required for Co-branding activities for generation of additional revenue to be shared between NDMC and EESL. Revenue generated through Co-branding activities at EV PLAZA locations and Public Charging Stations (PCS) shall be shared between NDMC @ 60% and EESL @ 40% respectively.	ARTICLE 5 SCOPE OF THE PROJECT  (5.9 Co-Branding and Advertisement)
10.	6.1	Selection of vendors/companies for Co-branding shall be done by EESL in coordination/consultation with NDMC.	ARTICLE 5 SCOPE OF THE PROJECT  (5.9 Co-Branding and Advertisement)
11.	6.2	Approval w.r.t. branding activity by any means, needed to be got approved by NDMC by EESL.	ARTICLE 5 SCOPE OF THE PROJECT  (5.9 Co-Branding and Advertisement)
12.	6.3	Cost of any signage/ banners w.r.t. Public Charging Stations (PCS) shall be borne by EESL.	ARTICLE 5 SCOPE OF THE PROJECT

			(5.4 Scope of Project for CESL) at point b.
13.	6.4	LED screen for awareness / promotion shall be done on already installed screen of NDMC on chargeable basis or by installation of new LED Screen by EESL (on their cost) by taking due permission from NDMC.	ARTICLE 5 SCOPE OF THE PROJECT
14.	6.5	A separate account shall be maintained by EESL to maintain the record of transactions against Co-branding activities for verification by NDMC.	(5.4 Scope of Project for CESL) at point l. ARTICLE 5 SCOPE OF THE PROJECT
15.	6.6	No adjustment of Bills and Expenditure shall be made with revenue generated through Co-branding activities and Land rental.	(5.9 Co-Branding and Advertisement). ARTICLE 5 SCOPE OF THE PROJECT
16.	7.	Digital mode of payment against charging shall be made for consumers to promote Digital India.	(5.9 Co-Branding and Advertisement). ARTICLE 5 SCOPE OF THE PROJECT
17.	8.	As the MoU is signed between NDMC & EESL, hence any third party involvement in this project (i.e. OEM or other service provider) shall not be entertained by NDMC.	(5.4 Scope of Project for CESL) at point j. ARTICLE 9 OWNERSHIP OF THE CHARGING UNITS AND RELATED INFRASTRUCTURE (9.1)
18.	8.1	No compensation/damage charges shall be paid by NDMC to EESL, as the entire responsibility of SITC & Operation and Maintenance of Public Charging Stations is of EESL.	ARTICLE 7 CESL'S RIGHTS AND COVENANTS (7.3) & ARTICLE 8 NDMC'S RIGHTS AND COVENANTS (8.8)
19.	8.2	Relocation charges of Public Charging Stations (PCS) shall be borne by EESL, NDMC shall provide the alternate space for relocation only.	ARTICLE 5 SCOPE OF THE PROJECT
20.	8.3	In case of breakdown/non functioning of Charger, Response time along with flow chart shall be the part of agreement. EESL shall ensure rectification of the faults pertinent to EESL scope of work within reasonable time period of 72 Hrs. report for the same shall be shared to NDMC.	(5.8 Re-location of Charging Units). ARTICLE 5 SCOPE OF THE PROJECT
21.	9.	The Commercial Terms may be reviewed after 5 years on mutually agreed basis.	(5.4 Scope of Project for CESL) at point u. ARTICLE 4 CONSIDERATION (4.4)
22.	10.	NDMC is free to execute any agreement with any Third party approaching for	ARTICLE 5 SCOPE OF THE PROJECT

	installation of additional Public Charging Stations (PCS). EESL shall have no objection w.r.t to same.	(5.2 Exclusivity)
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TABLE-'B'

S. No.	Description of Financial Implication	Role of NDMC	Role of CESL
1.	To provide 24 x 7 dedicated Parking Space for e-vehicle required during charging period in front of charging stations.	24 x 7, Free of cost dedicated parking space at charging station to be provided for the consumers of e-vehicles/owner of e-vehicle/fleet operators operating e-vehicles/commercial e-vehicles during charging of e-vehicle of any category and type.  If the charging spot is falling under already allotted parking space to other concessioner by NDMC, then it is proposed that a separate space equivalent to space utilized by e-vehicle shall be provided to the concessioner at other place to compensate the same.	Apart from Electricity consumption Bill payment, CESL shall pay Rs. 1 (exclusive of Taxes) per kWh to NDMC against the per Unit of Electricity consumed on Public Charging Station, as revenue sharing as land rental. {The same is in Draft Agreement under ARTICLE 4, CONSIDERATION (4.1)}

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

- i. Vide Council Reso. No. 06(B-19) Dated 28.03.2019 enclosed at Annexure-'F' (See pages 41 -50), wherein it is clearly mentioned that the MoU was signed between NDMC and EESL on Dated 09.01.2019, regarding their intention to enter into transaction or services pertaining to setting up Public Charging Infrastructure pertaining to national Electric Mobility Program.  
  
As per Council decision in respect of "Setting up of Public Charging Infrastructure pertaining to national Electric Mobility Program" is as under:-  
  
*Information noted. The Council resolved that an agreement be executed with Energy Efficiency Services Limited as per the terms of Memorandum of Understanding contained as Annexure A of the preamble.*  
  
*It is also resolved that the Department may initiate further necessary action in anticipation of confirmation of the Minutes of the Council.*
- ii. The Agreement shall come into force and effect on the date of execution of this Agreement by all Parties (the "Effective Date"). However, if all the Parties do not sign on the same date, then the last Party, signing this Agreement, will be the Effective Date.
- iii. The Agreement shall remain in full force and effect for a period of one-hundred and twenty (120) months from the effective date. Unless mutually extended or unless earlier terminated in accordance with the terms of this Agreement.
- iv. Initially, 100 nos. Public Charging Stations (PCS) and Related Infrastructure (including EV Plaza's) will be completed within 6 months from the MoU or signing of Agreement, whichever is later.

- v. Additional quantity for installation & commissioning of Public Charging Stations (PCS) and Related Infrastructure shall be mutually decided by NDMC & CESL, as per provision of signed MoU and agreement.
- vi. CESL will be liable to monitor Operation and Maintenance Activity w.r.t. Public Electric Vehicle Charging Stations. In case of breakdown/non functioning of Charger, Response time along with flow chart shall be the part of agreement. CESL shall ensure rectification of the faults pertinent to CESL scope of work within reasonable time period of 72 Hrs. reports for the same shall be shared to NDMC.

**7. Final comments of the Finance Department on the subject**

Final Comments of the Finance Department on the subject with Dy. no. 91382-E/CE(E-II) Dated 22.03.2022 is as under: -

1. Department has submitted the Draft Agendum for the above cited subject for obtaining approval of the Council.
2. In view of recommendation of the CE(E) , draft agendum proposed at Page-385 to 449/C (TOC no. 659075) has been seen in the FD in the light of information, data and facts certified by the department. The same may be placed for consideration and decision of the Council.

**8. Reply of the department on the observation of Finance Department.**

The Draft Agenda has been concurred by Finance Department Dated 25.03.2022.

**9. Final comments of the law department on the subject/ project**

The draft agendum primarily involves financial and technical issues; the same have already been examined by the Finance Department & Electric-II(C-II) respectively.

Having examined the contents of the draft agendum from the legal point of view, it is observed that at this stage no specific legal issue is involved. However, the concerned department may ensure the correctness of facts, words and figures mentioned therein, and the other guidelines on the subject, if any has been complied with. The applicable provisions of GFR manual may be ensured by the concerned department.

**10. Reply of the department on the observation of Law Department.**

Facts, Figures & Inputs mentioned in Draft Agenda are correct and same are based on the available documents and draft Agreement to be signed between NDMC and CESL has been framed as per directions of Council Reso. vide No. 06(B-19) Dated 28.03.2019.

The Draft Agenda has been concurred by Law Department Dated 29.04.2022.

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

NIL

**12. Details of previous council Resolutions, existing law of parliament and assembly on the subject.**

- (i) Resolution no. vide Item No. 06(B-19) dated 28.02.2019.

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

Certified that all central vigilance commission (CVC) guidelines have been followed while processing the case.

**14. Recommendations**

- i. Approval for formally signing of Agreement between NDMC and CESL for "Setting up of Public Charging related Infrastructure pertaining to National Electric Mobility Program in NDMC area by CESL". Annexure-'G' (See pages 51 - 80).
- ii. Approval to provide, 24 x 7 free of cost dedicated parking space in front of charging stations for the consumers/owner/ fleet operators/commercial/any category or type of e-vehicles only, for charging of e-vehicle at charging stations installed in NDMC area irrespective of any location covering parking spaces/lots allocated to other concessioners.
- iii. Approval, if the charging spot is falling under already allotted parking space to other concessioner by NDMC, then a separate space equivalent to space utilized by e-vehicle for charging purpose only, shall be provided to the concessioner at other place, to compensate the same. The responsibility to provide alternate space shall be done through Parking Management Department.
- iv. Approval for installation & commissioning of additional Public Charging Stations (PCS) and Related Infrastructure by CESL as per requirement and mutually decided by NDMC & CESL, as per provision of signed MoU and in accordance with agreement.

**15. Draft Resolution**

The following are approved by Council: -

- i. To formally signing of Agreement between NDMC and CESL for "Setting up of Public Charging related Infrastructure pertaining to National Electric Mobility Program in NDMC area by CESL". Annexure-'G' (See pages 51 - 80).
- ii. To provide, 24 x 7 free of cost dedicated parking space in front of charging stations for the consumers/owner/ fleet operators/commercial/any category or type of e-vehicles only, for charging of e-vehicle at charging stations installed in NDMC area irrespective of any location covering parking spaces/lots allocated to other concessioners.
- iii. If the charging spot is falling under already allotted parking space to other concessioner by NDMC, then a separate space equivalent to space utilized by e-vehicle for charging purpose only, shall be provided to the concessioner at other place, to compensate the same. The responsibility to provide alternate space shall be of Parking Management Department.

- iv. Installation & commissioning of additional Public Charging Stations (PCS) and Related Infrastructure by CESL as per requirement and mutually decided by NDMC & CESL, as per provision of signed MoU and in accordance with agreement.

#### COUNCIL'S DECISION

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

- i. To formally signing of Agreement between NDMC and CESL for "Setting up of Public Charging related infrastructure pertaining to National Electric Mobility Program in NDMC area by CESL".
- ii. To provide, 24 x 7 free of cost dedicated parking space in front of charging stations for the consumers/owner/fleet operators/commercial/any category or type of e-vehicles only, for charging of e-vehicle at charging stations installed in NDMC area irrespective of any location covering parking spaces/lots allocated to other concessioners.
- iii. If the charging spot is falling under already allotted parking space to other concessioner by NDMC, then a separate space equivalent to space utilized by e-vehicle for charging purpose only, shall be provided to the concessioner at other place, to compensate the same. The responsibility to provide alternate space shall be of Parking Management Department.
- iv. Installation & commissioning of additional Public Charging Stations (PCS) and Related Infrastructure by CESL as per requirement and mutually decided by NDMC & CESL, as per provision of signed MoU and in accordance with agreement.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

*D. Singha*

For Secretary  
New Delhi Municipal Council  
New Delhi.

## ANNEXURE 'A'

Location of EV chargers installed in NDMC Area, New Delhi		
S NO	Location	Charger Type (KW)
1	Near ICICI Bank/Metro Gate No. 7 & 8, Block A, Inner Circle, Connaught Place, New Delhi- 110001	DC001
2	Opposite HP Petrol Pump, Block E, Middle Circle, Connaught Place, New Delhi- 110001	DC001
3	Outside Oriental Bank, Radial Road No. 7, Block M, Connaught Place, New Delhi- 110001	DC001
4	Outside Iqbal Bros., G1, Block G, Connaught Place, New Delhi- 110001	DC001
5	Outside UCO Bank, Block H, RR3, Connaught Place, New Delhi	DC001
6	Opposite HDFC Bank, M-Block, Connaught Place, New Delhi- 110001	DC001
7	Outside Devinder Collections, Shankar Market, Connaught Place, New Delhi- 110001	DC001
8	Indian Coffee House, Connaught Place, New Delhi	DC001
9	Gopal Das Building, Barakhamba Road, Connaught Lane, Barakhamba, New Delhi-110001	DC001
10	FICCI, FICCI Chowk, Mandi House, Todermal Road Area, Mandi House, New Delhi-110001	DC001
11	FICCI, FICCI Chowk, Mandi House, Todermal Road Area, Mandi House, New Delhi-110001	Combo
12	Near NDMC Office, Fire Brigade Lane, Barakhamba, New Delhi- 110001	DC001
13	Near NDMC Office, Fire Brigade Lane, Barakhamba, New Delhi- 110002	Combo
14	Near NDMC Office, Fire Brigade Lane, Barakhamba, New Delhi- 110003	Combo
15	Near Woodland Showroom, Block B, Inner Circle, Connaught Place, New Delhi- 110001	DC001
16	Outside Van Heusen Showroom, Block C, Inner Circle, Connaught Place, New Delhi- 110001	DC001
17	Near Snow White, Block D, Inner Circle, Connaught Place, New Delhi- 110001	DC001
18	Opposite IVORY Mart, F Block, Inner Circle, Connaught Place, New Delhi- 110001	DC001
19	Near BPCL Petrol Pump, D Block RR5, Connaught Place, New Delhi- 110001	DC001
20	Near Cromia, C Block RR5, Opposite BPCL Petrol Pump, Connaught Place, New Delhi- 110001	DC001
21	Next to PYR Plaza, H Block RR4, Connaught Place, New Delhi- 110001	DC001
22	Outside Westend Veda Tailors, Block M, Middle Circle, Connaught Place, New Delhi- 110001	DC001
23	Opposite South Indian Bank, Block E, RR6, Middle Circle, Connaught Place, New Delhi- 110001	DC001
24	Janpath Guest House, Connaught Place, New Delhi	DC001
25	Outside Bharat Sanchar Bhawan, Ashok Road, Janpath, New Delhi- 110001	DC001
26	Outside Standard Chartered Bank, Sardar Patel Bhawan, Sansad Marg, New Delhi- 110001	DC001
27	PSOI Club, Chanakyaपुरi, New Delhi- 110021	DC001
28	PSOI Club, Chanakyaपुरi, New Delhi- 110021	DC001
29	Palika Maternity Hospital, Block 11, Lodhi Colony, Near Khanna Market, New Delhi- 110003	DC001
30	Outside Jain Bhawan, 12 Shateed Bhagat Singh Marg, Gole Market, New Delhi- 110001	DC001
31	PLAZA -1 Near Kali mandir lane, Gurudwara Road New Delhi- 110001	Combo
32	PLAZA -1 Near Kali mandir lane, Gurudwara Road New Delhi- 110001	DC001
33	PLAZA -1 Near Kali mandir lane, Gurudwara Road New Delhi- 110001	DC001
34	PLAZA -1 Near Kali mandir lane, Gurudwara Road New Delhi- 110001	DC001
35	Charak Palika Hospital, C7 Lane, MotiBagh 1, Blok F, New MotiBagh, New Delhi- 110021	DC001
36	Charak Palika Hospital, C7 Lane, MotiBagh 1, Blok F, New MotiBagh, New Delhi- 110021	DC001
37	Near baratghar, MotiBagh, Chanakyaपुरi, New Delhi- 110021	DC001
38	Near baratghar, MotiBagh, Chanakyaपुरi, New Delhi- 110021	Combo
39	Side of Hotel Chandees, Tees January Marg, Dr. APJ Abdul Kalam Road, New Delhi- 110003	DC001
40	Press Club of India, 1, Raisina Road, Windsor Place, New Delhi- 110001	DC001
41	Akashwani Bhawan Sansad Marg, New Delhi- 110001	DC001
42	Akashwani Bhawan Sansad Marg, New Delhi- 110001	Combo
43	Akashwani Bhawan Sansad Marg, New Delhi- 110001	Combo
44	Opposite Goel Opticals, Khanna Market, Aigani, Lodhi Colony, New Delhi- 110003	DC001
45	Sarojini Nagar Market, Sarojini Nagar, New Delhi- 110021	DC001
46	Near Bikarivala, Yashwant Place, Chanakyaपुरi, New Delhi- 110021	DC001
47	Laxmi Bai Market, Safdenjung Flyover, New Delhi	DC001
48	Yashwant Place, Chanakyaपुरi, New Delhi- 110021	DC001
49	Dharma Marg, Block Y, Diplomatic Enclave, Malcha Market, New Delhi- 110021	DC001
50	Dharma Marg, Block Y, Diplomatic Enclave, Malcha Market, New Delhi- 110021	DC001
51	NMDC Parking, DilhiHaat, West Kidwai Nagar, New Delhi- 110023	DC001
52	NMDC Parking, DilhiHaat, West Kidwai Nagar, New Delhi- 110023	Combo
53	NMDC Parking, DilhiHaat, West Kidwai Nagar, New Delhi- 110023	Combo

54	Talkatora Stadium, President's Estate, New Delhi-110004	DC001
55	Talkatora Stadium, President's Estate, New Delhi-110004	DC001
56	Talkatora Stadium, President's Estate, New Delhi-110004	DC001
57	Talkatora Stadium, President's Estate, New Delhi-110004	DC001
58	Talkatora Garden, President's Estate, New Delhi-110004	Combo
59	Talkatora Garden, President's Estate, New Delhi-110004	DC001
60	Talkatora Garden, President's Estate, New Delhi-110004	DC001
61	Talkatora Garden, President's Estate, New Delhi-110004	DC001
62	Talkatora Garden, President's Estate, New Delhi-110004	Combo
63	Back of Hotel Claridges, Tees January Marg, Dr. APJ Abdul Kalam Road, New Delhi- 110003	DC001
64	Back of Hotel Claridges, Tees January Marg, Dr. APJ Abdul Kalam Road, New Delhi- 110003	Combo
65	Back of Hotel Claridges, Near NDMC office, Tees January Marg, New Delhi- 110003	Combo
66	Near NDMC Office, Palika Kendra, New Delhi- 110001	DC001
67	PLAZA- 2 Mahatama Ghandhi Smriti Bhawan Tees January Lane	Combo
68	PLAZA- 2 Mahatama Ghandhi Smriti Bhawan Tees January Lane	DC001
69	PLAZA- 2 Mahatama Ghandhi Smriti Bhawan Tees January Lane	DC001
70	PLAZA- 2 Mahatama Ghandhi Smriti Bhawan Tees January Lane	DC001
71	PLAZA -3 Niti Marg( Nehru park) New Delhi	Combo
72	PLAZA -3 Niti Marg( Nehru park) New Delhi	DC001
73	PLAZA -3 Niti Marg( Nehru park) New Delhi	DC001
74	PLAZA -3 Niti Marg( Nehru park) New Delhi	DC001
75	Outside RWA Park, Jor Bagh Market, Jor Bagh Colony Road, New Delhi- 110003	DC001
76	Opposite Dory Pharmacy, Khanna Market, Afganj, Lodhi Colony, New Delhi- 110003	DC001
77	Lodhi Garden Gate 1 New Delhi	DC001
78	Lodhi Garden Gate 1 New Delhi	DC001
79	Lodhi Garden Gate 1 New Delhi	Combo
80	Lodhi Garden Gate 1 New Delhi	Combo
81	Prithvi Raj Mkt. New Delhi	DC001
82	Khan Mkt New Delhi	DC001
83	Khan Mkt New Delhi	DC001
84	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delhi 110001	DC001
85	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delhi 110001	DC001
86	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delhi 110001	Combo
87	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delhi 110001	Combo
88	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delhi 110001	Combo
89	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delhi 110001	Combo
90	PLAZA - 4 Outside of Nehru memorial, Taramandal	DC001
91	PLAZA - 4 Outside of Nehru memorial, Taramandal	DC001
92	PLAZA - 4 Outside of Nehru memorial, Taramandal	DC001
93	PLAZA - 4 Outside of Nehru memorial, Taramandal	DC001
94	PLAZA- 5 Outside Gate number 4 lodhi garden	Combo
95	PLAZA- 5 Outside Gate number 4 lodhi garden	DC001
96	PLAZA- 5 Outside Gate number 4 lodhi garden	DC001
97	PLAZA- 5 Outside Gate number 4 lodhi garden	DC001
98	PLAZA 6 Netaji Nagar ESS 33/11 New motibagh	Combo
99	PLAZA 6 Netaji Nagar ESS 33/11 New motibagh	DC001
100	PLAZA 6 Netaji Nagar ESS 33/11 New motibagh	DC001
		Combo

Note: - The above locations are subject to feasibility of Load/Future prospective/Utilization Factor, the location may vary.



Recommendation of Sub-Committee.Rep.: Finalization of Formal Agreement between EESL and NDMC for Installation of Public Charging Stations (PCS) in NDMC Jurisdiction

A subcommittee under the Chairmanship of Financial Advisor (F.A.) was approved by Chairman, NDMC on 07.10.2020, for Finalization of Commercial Terms w.r.t. to Draft Agreement. Accordingly, various meetings were convened on 28.10.2020, 02.11.2020, 07.01.2021, 15.01.2021 & same was concluded on 02.03.2021, wherein members/representative of the subcommittee and representative of EESL were present. The details of the same are as under:-

NDMC

S. No.	Designation	
1	Financial Advisor	In Chair
2	CE(E-II)	
3	CE (Civil) Road	
4	Director (Enforcement)	
5	Director (Commercial)	
6	Director (Estate)	
7	Director (Law)	
8	Dir (PMS)	
9	EE(C-II)	Convener
10	SE(E-I)	Special Invitee

EESL

S. No.	Name	Designation
1	Sh. S.Gopal	Director(Commercial)
2	Sh. Anur Kauthik	Executive Director
3	Sh. N. Mohan	DGM
4	Sh. Vikram Kapoor	Senior Manager
5	Ms. Meenukshi Grover	DM(F)
6	Sh. Tanmay Bati	Engineer
7	Ms. Jaisika Gupta	Assistant

The following were discussed & deliberated:-

- At the outset, EE(C-II) explained the brief history of the captioned work, covering that MoU was signed between EESL and NDMC for installation of 100 Nos. Public Charging Stations (PCS) in NDMC jurisdiction, under National Electric Mobility Program and same shall remain in full force and effect for a period of 10 Years.
- As per signed MoU, the following are the roles and responsibilities of NDMC and EESL are as under:-

EESL

- Entire investment for the said activity shall be borne by EESL.
- Installation of Electric Vehicle chargers as per the Ministry of Power (MoP) guidelines
- Sharing of revenue with NDMC.

NDMC

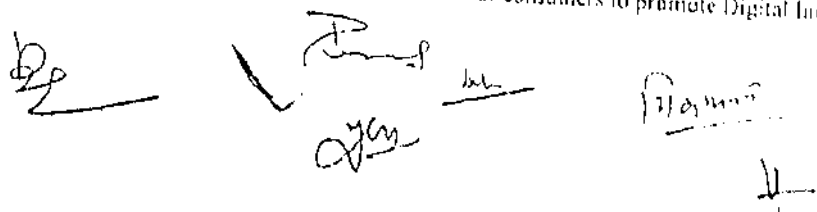
- Provision of space for charging for setting up charging infrastructure.
- Provision of requisite power connection for charging infrastructure.
- All permissions and statutory clearance pertaining to NDMC to be provided.

Further, following specific issues including Commercial Terms & Other conditions were deliberated upon & following were mutually agreed for inclusion in the Draft Agreement.

*[Handwritten signatures and initials]*

In compliance with the signed MoU, the following expenditure shall be borne by EESL:-

- 3.1 Cost of Infrastructure in all respect, to provide Electricity Connection to Public Charging Stations, PCS, as per DERC norms.
- 3.2 All expenditure to release of Sanction Electric Load for EV Charging Stations (As per Terms & Conditions of Commercial Department of NDMC).
- 3.3 Electricity Bill w.r.t. Public Charging Station, PCS, shall be paid directly to Commercial Department under relevant Head.
- 3.4 Any other expenditure, required for installation of Public Charging Station, PCS.
- 3.5 Taxes, Cess & Duties in any manner related to Public Charging Station, PCS as imposed by any Govt. Department as applicable, as per Govt. of India, shall prevail.
4. Initially EESL submitted the proposal in the Draft Agreement that apart from Electricity consumption Bill payment, EESL shall pay Rs. 0.70 (inclusive of Taxes) per kWh to NDMC against the per Unit of Electricity consumed on Public Charging Station, as revenue sharing as land rental. However, the same was deliberated and it was concluded that EESL shall pay Rs.1(exclusive of taxes) per kWh to NDMC against the per Unit of Electricity consumed on Public Charging Station, as revenue sharing as land rental.
5. Up-gradation of Technology w.r.t. Public Charging Stations shall be done by EESL at their own cost as per Govt. Guidelines/Market requirement/Market Trend.
6. Initially EESL submitted the proposal in the Draft Agreement that Revenue generated through Co-branding activities at EV PLAZA locations and Public Charging Stations (PCS) shall be shared between NDMC and EESL equally i.e. 50% each. However, the same was deliberated and it was concluded that NDMC rates for advertisement shall be taken as a benchmark required for Co-branding activities for generation of additional revenue to be shared between NDMC and EESL. Revenue generated through Co-branding activities at EV PLAZA locations and Public Charging Stations (PCS) shall be shared between NDMC @ 60% and EESL @ 40% respectively.
  - 6.1 Selection of vendors/companies for Co-branding shall be done by EESL in coordination/consultation with NDMC.
  - 6.2 Approval w.r.t. branding activity by any means, needed to be got approved by NDMC by EESL.
  - 6.3 Cost of any signage/banners w.r.t. Public Charging Stations (PCS) shall be borne by EESL.
  - 6.4 LED screen for awareness / promotion shall be done on already installed screen of NDMC on chargeable basis or by installation of new LED Screen by EESL (on their cost) by taking due permission from NDMC.
  - 6.5 A separate account shall be maintained by EESL to maintain the record of transactions against Co-branding activities for verification by NDMC.
  - 6.6 No adjustment of Bills and Expenditure shall be made with revenue generated through Co-branding activities and Land rental.
7. Digital mode of payment against charging shall be made for consumers to promote Digital India.



~~Reference to the~~ signed between NDMC & EESI, hence any third party involvement in this project (i.e. OEM or other service provider) shall not be entertained by NDMC

8.1 No compensation/damage charges shall be paid by NDMC to EESI, as the entire responsibility of SITC & Operation and Maintenance of Public Charging Stations is of EESI.

8.2 Relocation charges of Public Charging Stations (PCS) shall be borne by EESI. NDMC shall provide the alternate space for relocation only.

8.3 In case of breakdown/non functioning of Charger, Response time along with flow chart shall be the part of agreement. EESI shall ensure rectification of the faults pertinent to EESI scope of work within reasonable time period of 72 Hrs. report for the same shall be shared to NDMC.

9. The Commercial Terms may be reviewed after 5 years on mutually agreed basis.

10. NDMC is free to execute any agreement with any Third party approaching for installation of additional Public Charging Stations (PCS). EESI shall have no objection w.r.t to same.

The meeting ended with the vote of thanks to the chair.

EESI.

SE (E-I)

Dir. (Estate-I & II)

*The space reserved by EESI for charging 7-vehicles already allotted to Commissioner of Public Health may be considered.*

for Dir. (PMS)

Dir. (Law)

Dir. (Commercial)

Dir. (Enforcement-I & II)

CE (Civil) Roads

CE (E-II)

Financial Advisor

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ANNEXURE 'C'



Dr. R.K. Mathuria Executive Engineer Electric C II <ee2.elect@ndmcmail.gov.in>

**Fwd: Regarding providing of Charging Infrastructures for Electric Vehicles as per Unified Building Bye-Laws(UBBL), 2016**

1 message

Dr. D.P. Sharad <se1.elect@ndmcmail.gov.in>  
To: "Dr. R.K. Mathuria Executive Engineer Electric C II" <ee2.elect@ndmcmail.gov.in>

Wed, Feb 10, 2021 at 1:16 PM

----- Forwarded message -----

From: SK SUMAN <sksuman2@ndmc.gov.in>  
Date: Wed, Feb 10, 2021 at 10:47 AM  
Subject: Fwd: Regarding providing of Charging Infrastructures for Electric Vehicles as per Unified Building Bye-Laws(UBBL), 2016  
To: Chief Engineer Electric <expandy@ndmc.gov.in>, Rajeev Sood <se1.elect@ndmcmail.gov.in>  
Cc: se1.elect <se1.elect@ndmcmail.gov.in>, se2.elect <se2.elect@ndmcmail.gov.in>, Naresh Varma <nvarma1@ndmc.gov.in>, D.P. Singh <dp.singh1@ndmc.gov.in>

From: "Dr. Brij Mohan Mishra" <secretary@ndmc.gov.in>  
To: "SK SUMAN" <sksuman2@ndmc.gov.in>  
Sent: Tuesday, February 9, 2021 3:59:14 PM  
Subject: Fwd: Regarding providing of Charging Infrastructures for Electric Vehicles as per Unified Building Bye-Laws(UBBL), 2016

From: "Sh Dharmendra" <chairperson@ndmc.gov.in>  
To: "SK SUMAN" <sksuman2@ndmc.gov.in>  
Cc: "Dr. Brij Mohan Mishra" <secretary@ndmc.gov.in>  
Sent: Tuesday, February 9, 2021 3:45:30 PM  
Subject: Fwd: Regarding providing of Charging Infrastructures for Electric Vehicles as per Unified Building Bye-Laws(UBBL), 2016

From: mbdddepartment@gmail.com  
To: "Sh Dharmendra" <chairperson@ndmc.gov.in>, ceodethicanil@gmail.com, "Commissioner NDMC" <cominr@ndmc@ndc.nic.in>, commissionerndmc@gmail.com, "Commissioner SDMC" <commissioner-sdmc@ndc.nic.in>, admin@ndmc@gmail.com  
Cc: "Dr. Renu Sharma" <psud@ndc.in>  
Sent: Tuesday, February 9, 2021 12:54:50 PM  
Subject: Regarding providing of Charging Infrastructures for Electric Vehicles as per Unified Building Bye-Laws(UBBL), 2016

..  
Sir/Madam,  
Please find the attachment on the above cited subject.

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GOVERNMENT OF NCT OF DELHI  
URBAN DEVELOPMENT DEPARTMENT  
LOCAL BODY BRANCH, 10<sup>TH</sup> LEVEL, DELHI SECRETARIAT  
I.P.ESTATE NEW DELHI

F. No. 7(136)/DDL8-I/2021/CDNo.-000636272/1433-37 Dated:- 05/02/2021

The Chairman New Delhi Municipal Council Palika Kendra, New Delhi-01	The Commissioner South DMC Dr SPM Civic Centre, Delhi-02	The Commissioner North DMC Dr SPM Civic Centre, Delhi-02
The Commissioner East DMC Udyog Sadan, Patparganj Industrial Area, Delhi-92	The CEO Delhi Cantonment Board Delhi Cantt Delhi-10	

Subject:- Regarding providing of Charging Infrastructures for Electric Vehicles as per Unified Building Bye-Laws (UBBL), 2016

Sir,

Please refer to the minutes of the meeting dated 22.01.2021 (copy enclosed) on the subject cited above, which was held on 21.01.2021 under the Chairmanship of the Hon'ble Minister (Power), vide which the following directions as are relevant to the ULBs/DMCs for setting up of infrastructure for EV Charging relating to all ULBs/DMCs have been issued by the Hon'ble Minister.

i) In terms of UBBL for Delhi, 2016, in all the new constructions, charging infrastructure shall be provided for Electric Vehicles in 20% of all vehicles holding capacity /parking capacity at the premises covered under UBBL.

ii) Semi-public spaces like existing commercial and institutional buildings including malls, shopping complexes, cinema halls/ multiplexes, office spaces, hotels, restaurants, hospitals etc., having a parking capacity of more than 100 vehicles be mandated to set aside at least 5% of the total vehicle capacity for EVs fitted with suitable EV chargers at the minimum slow chargers with 3.3 KW output.

In view of the above, directions are issued to all ULBs/DMCs for implementation of the decisions taken in the minutes of the meeting.

This may be accorded TOP PRIORITY Please.

Encl: As above

Yours faithfully,

  
Anil Kumar  
Dy. Director (LB-I)

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OFFICE OF THE SECRETARY TO MINISTER  
HEALTH, HOME, POWER, WATER, PWD, INDUSTRIES,  
URBAN DEVELOPMENT AND IRRIGATION & FLOOD CONTROL  
Govt. of National Capital Territory of Delhi  
A Wing, 7<sup>th</sup> Level, Delhi Secretariat, DCT Estate, New Delhi - 110002.

UD No. AM/Health/2021/454 4577

Date: 22.01.2021

MINUTES OF MEETING

A meeting was held in the Conference room of the Hon'ble Minister (Power), GNCTD at 02.10 PM on 22.01.2021 regarding the status of various projects related to setting up EV charging infrastructure in NCT of Delhi. The following was decided:

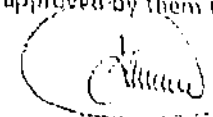
1. Vice Chairman, DDC informed that the Unified Building Bye-Laws (UBBL) for Delhi 2016, as amended on February 12 2020, mandates that charging infrastructures shall be provided for Electric Vehicles in 20% of all vehicles holding capacity/parking capacity at the premises covered under UBBL. This is applicable for all such new construction.

However, several semi-public spaces like existing commercial and institutional buildings do not have any hard mandate to set aside space for EV parking with requisite charging facilities. These buildings include malls, shopping complexes, cinema halls/multiplexes, office spaces, hotels, restaurants, hospitals etc.

It was decided by the Hon'ble Minister that all such aforementioned existing buildings which have a parking capacity of more than 100 vehicles be mandated through suitable orders/amendment in bye-laws by the UD Department to set aside at least 5% of the total vehicle holding capacity/parking capacity for EVs and ensure that these reserved parking spaces are fitted with suitable EV Chargers, at the minimum slow chargers with 3.3 kW output. Such a mandate will go a long way in addressing the issue of range anxiety and facilitate wider adoption of EVs in Delhi.

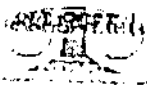
2. Director (O), Delhi Transco Ltd. informed that their tender for setting up of 100 public charging stations is under process and will be floated by 5th Feb 2021, subject to approval of subsidy from State EV Fund. Vice Chairman, DDC exhorted DTL to expedite it and float it earlier, if ready. It was suggested by Hon'ble Minister that 100% Quantity Variation option be kept in the tender, so that, if required, we may increase the no. of EV charging stations.

3. It was informed by DTL that reference has been sent by them to DERC for allowing DISCOMs minus metering/net-metering for EV charging at private charging points by the DISCOMs. DTL to pursue the issue and take up with DERC, again on 27th Jan, 2021, if not approved by them till that date.

  
(S. S. Parthar) 22/01/21  
Secretary to Minister

- Copy to:
1. VC, DDC, GNCTD
  2. ACS (UD), GNCTD
  3. Secretary (Power), GNCTD
  4. Director (Operations), DTL

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ANNEXURE-'D'

Er. R.K. Mathuria Executive Engineer Electric C II <eec2.elect@ndmcmall.gov.in>

**Creation of 100% owned EESL's SPV\_"Convergence Energy Services Private Limited"  
(CESPL)**

1 message

Aanchal Kumar <akumar1@eesl.co.in>

Sat, Dec 12, 2020 at 2:24 PM

To: chairperson@ndmc.gov.in

Cc: "Er. R.K. Mathuria Executive Engineer Electric C II" <eec2.elect@ndmcmall.gov.in>, ce2.elect@ndmcmall.gov.in, Saurabh Kumar <skumar@eesl.co.in>, Mahua Acharya <macharya@eesl.co.in>, N Mohan <nmohan@eesl.co.in>

Dear Sir,

Trust you are doing well. This is with reference to the ongoing discussions with NDMC regarding signing of the agreement for installation of EV chargers.

We would like to inform you that EESL has created a 100% owned SPV "Convergence Energy Services Private Limited" (CESPL) which would now look at EESL's Solar and E-Mobility business.

In this regard, please find attached a letter suggesting inclusion of CESPL's name in the agreement signing.

Look forward to your support Sir.

Regards,

Aanchal Kumar

Electric Vehicle Charging Infrastructure Team,

Energy Efficiency Services Limited

Mob No: 9811773839

**Disclaimer**

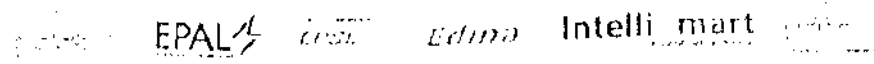
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कार्यपालक उपायुक्त  
ईईएसएल ग्रुप  
Executive Vice Chairman  
EESL group



D.O. No. EESL/01/GA/20-21

12th December 2021

**Subject: Information about EESL's 100% owned SPV "Convergence Energy Services Private Limited" (CESPL) and inclusion of CESPL in the agreement signing**

Dear Sir,

This has reference to the MOU signed between NDMC and EESL for setting up of Public Charging Infrastructure in NDMC. In this connection I may mention that EESL has installed 55 nos. of 15kW DC-001 and 22 C122 chargers in the NDMC area with the support of your good offices in close coordination with our teams.

2. With regard to the above, the formal discussions for signing of the agreement are under process with your good office.

3. We would like to apprise you that EESL has created a 100% EESL owned SPV namely Convergence Energy Services Limited (CESPL) which will primarily look into EESL's solar business and Feasibility. I would suggest that the name of CESPL may also be added in the agreement.

4. I would request you for your kind consideration of the above.

5. We look forward to your support in this matter.

With regards

Yours sincerely,

(Saurabh Kumar)

Shri Dharmendra, I.A.S.  
Chairman, New Delhi Municipal Council  
Palika Kendra, Sansad Marg, Jangpoh,  
Connaught Place, New Delhi 110 001

पंजीकृत कार्यालय एन एफ एल बिल्डिंग, पॉपया, फ्लोर और सातवाँ तल,  
कोर - 3, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003  
दूरभाष: +91 (011) 45801262. फैक्स +91 (011) 45801265  
वेबसाइट: www.eeslindia.org

REGISTERED OFFICE: NFL Building, 5<sup>th</sup>, 6<sup>th</sup> & 7<sup>th</sup> Floor,  
Core - III, SCOPE Complex, Lodhi Road, New Delhi - 110003  
Tel.: +91 (011) 45801262. Fax: +91 (011) 45801265  
Website: www.eeslindia.org





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ATTACHMENT

Attachment 2



Er. R.K. Mathuria Executive Engineer Electric C II  
<eec2.elect@ndmcmail.gov.in>

**Fw: Information related EESL to CESL as counter authority to sign new agreement**

1 message

Tanmay Bali <tbali@eesl.co.in>  
To "eec2.elect@ndmcmail.gov.in" <eec2.elect@ndmcmail.gov.in>  
Cc: N Mohan <nmohan@eesl.co.in>

Fri, Jan 14, 2022 at 2:51 PM

Dear Sir,  
Please find attachment for information.

सधन्यवाद/Thanks

भवदीय/Regards

तन्मय वाली /Tanmay Bali

Engineer EVCI

(एनईई एफिफिशिएंसी सर्विसेज लिमिटेड) / Energy Efficiency Services Limited

विद्युतमंत्रालयकेसार्वजनिकक्षेत्रकेउपक्रमकीसंयुक्तउद्यमकेपनी

कॉर्पोरेट कार्यालय: पांचवा एव छठा तल, कोर - 3, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003

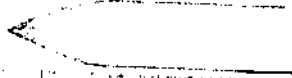
Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003, Corporate Office: 5th & 6th

दूरभाष /Phone: 7073433463

दूरभाष /Phone: 7073433463

कृपया इस ई-मेल को प्रिंट न करें जब तक आपको वास्तव में जरूरत न हो।

URGENCE



From: Tanmay Bali <tbali@eesl.co.in>

Sent: Friday, January 14, 2022 7:14 PM

To: eec2.elect@ndmc.gov.in <eec2.elect@ndmc.gov.in>

Cc: N Mohan <nmohan@eesl.co.in>

Subject: Information related EESL to CESL as counter authority to sign new agreement

Dear Sir,  
Please find the office order for information only.

सधन्यवाद/Thanks

भवदीय/Regards

तन्मय वाली /Tanmay Bali

Engineer EVCI

(एनईई एफिफिशिएंसी सर्विसेज लिमिटेड) / Energy Efficiency Services Limited

विद्युतमंत्रालयकेसार्वजनिकक्षेत्रकेउपक्रमकीसंयुक्तउद्यमकेपनी

कॉर्पोरेट कार्यालय: पांचवा एव छठा तल, कोर - 3, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003

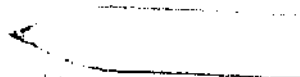
Floor, Core-3, Scope Complex, Lodhi Road, New Delhi-110003, Corporate Office: 5th & 6th

दूरभाष /Phone: 7073433463

दूरभाष /Phone: 7073433463

कृपया इस ई-मेल को प्रिंट न करें जब तक आपको वास्तव में जरूरत न हो।

URGENCE



Office Order.pdf  
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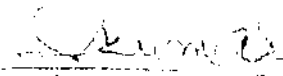
Floor, Core-3, Scope Complex, Lodhi Road, New Delhi 110 003

Ref No: EESL-IVC/2020/

Date: 17.01.21

Office Order

Pursuant to the Office order issued on 22.12.2020 vide Ref. No. CESL/2020/HR/1, it is being restated that all MoUs, Agreements, PPAs, Proposals or any other documents for businesses or projects that are currently under the mandate of CESL, have to necessarily be signed by CESL as the counterpart. There shall be no exceptions - documents with the incorrect counterpart will not be entertained either by EESL or by CESL.



(Saurabh Kumar)

EVC (EESL Group of Companies)

Copy to:

1. Chairman, EESL
2. MDs of EESL & CESL
3. All Heads of Department in EESL

8-41-

ANNEXURE-'F'

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ITEM NO. 06 (B-19)

Copy of Res. No. 22/2022

(B-19)

of

Council's Ordinary Meeting

Dated 28/03/19

1. Name of the Subject:-

Setting up of Public Charging Infrastructure pertaining to national electric mobility program.

2. Name of the Department :-

Electricity Department-II

3. Detailed Proposal on the subject:-

An MoU was signed between EESL & NDMC on 09.01.2019 to confirm the discussions between NDMC & EESL regarding their intention to enter into transactions or services pertaining to settling up of Public charging infrastructure pertaining to national electric mobility program. (Annexure-'A' See pages 62 - 66)

EESL, vide letter no. EESL/01/GA/18-19 dt. 08.02.19 (Annexure-'B' See pages 67 - 70) has informed as under:-

"EESL, NDMC along with our knowledge partner KPMG have carried out site survey of over 100 locations. The locations have been identified based on the availability of parking space, usage of the parking space and availability of electricity infrastructure. Based on the above the locations have been prioritized into 4 categories:-

- (i) Priority 1 - list consists of parking sites where power connection is readily available with easier access to parking and have high visibility.
- (ii) Priority 2 - list consists of parking sites where power lines to be drawn from <500 m distance with high visibility to general public.
- (iii) Priority 3 - list consists of parking sites which have poor visibility to general public or have congested parking or sites which a large number of sites are already proposed in the surrounding.
- (iv) Non-feasible parking sites with no NDMC power infrastructure in the area.

The list of priority I and II are at Annex-I.

In the first phase of installation, 15 KW charger complying with DC001 specifications will be set up. In addition, adequate space is being left in each one of these locations for 50 KW each CCS and CHademo chargers as per the guidelines of Ministry of Power.

4. Draft Resolution:-

Resolved that information is noted and agreement be executed, as per the terms of MoU.

Department may initiate further necessary action in anticipation of confirmation of minutes of the council meeting.

COUNCIL'S DECISION

Information noted. The Council resolved that an agreement be executed with Energy Efficiency Services Limited as per the terms of Memorandum of Understanding contained as Annexure A of the preamble.

It is also resolved that the Department may initiate further necessary action in anticipation of confirmation of the Minutes of the Council.

*D. Sengupta*

For Secretary

New Delhi Municipal Council  
New Delhi

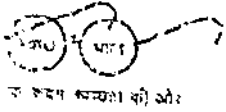
42 -

- 62 -

ANNEXURE 'A'



न.दि.न.पा.प.  
N. D. M. C.



ए. ए. एस. एल. की ओर

OFFICE OF DIRECTOR (COMMERCIAL)  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI

SUBJECT :- MEMORANDUM OF UNDERSTANDING BETWEEN EESL AND  
NDMC.

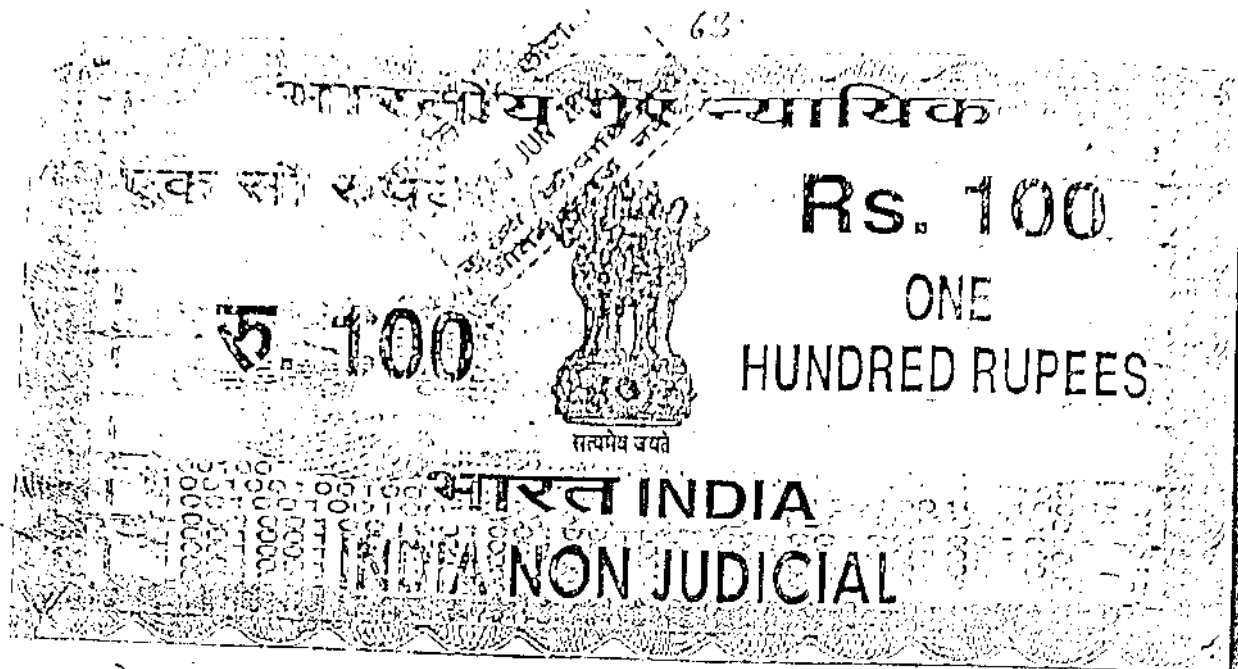
Please enclosed herewith the Memorandum of  
Understanding(MOU) between Energy efficiency Services Ltd.(EESL) and  
New Delhi Municipal Council (NDMC) for setting up of Public Charging  
infrastructure in NDMC area. *is original.*

*A.A. Tazir*  
(A.A. Tazir) 1/02/22

Director(Com.)

Sh. S.Urooj  
A.M.(Project)

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उत्तर प्रदेश UTTAR PRADESH

EE 756946

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective from 09.01.2010, is to confirm discussions between Energy Efficiency Services Ltd (EESL), a company organized under the laws of India; with its registered office at 4<sup>th</sup> Floor, Sewa Bhawan, R. K. Puram, Sector- 1, New Delhi and corporate office at Core-III, 5<sup>th</sup> and 6<sup>th</sup> Floor, Scope Complex, Lodhi Road, New Delhi 110 003 and New Delhi Municipal Council (NDMC), an organisation registered under the laws of India with its registered office at Patika, Kendra New Delhi 110 001.

#### Article 1: Purpose

This MOU confirms the discussions between NDMC and EESL regarding their intention to enter in to transactions or services pertaining to setting up of Public Charging Infrastructure pertaining to national electric mobility program.

The parties enter into this MOU with the objective of comprehending synergies in business development across NDMC to set up Public Charging Infrastructure for electric mobility. In addition to this parties may discuss other projects or avenues as agreed in due course with in the tenure of this MOU; wherein both EESL and NDMC shall explore business opportunities mutually. Each party shall bear their respective costs in connection with this

44 -

29 JUN 2018

*[Faint, illegible text and markings, possibly a stamp or signature]*

65-45-

Article 2: Scope

Under this MOU, the indicative scope of work shall be:

- To list off upto 100 public charging stations in NDMC Area
- Collaborating on promoting Electric Vehicles including two wheelers in NDMC.

Article 3: Responsibilities

The success of Electric Vehicle Charging Infrastructure would require synergistic action from all key stakeholders. The indicative roles and responsibilities of NDMC and EESL are as follows:

3.1 EESL

- Entire investment for the said activity shall be borne by EESL.
- Installation of manufacturing chargers as per the Ministry of Power (MoP) guidelines.
- Sharing of revenue with NDMC

3.2 NDMC

- Provision of space for charging for setting up charging infrastructure.
- Provision of requisite power connection for charging infrastructure.
- All permissions and statutory clearances pertaining to NDMC to be provided.

Article 4: Non-Binding MOU for Future Cooperation

This MOU describes the general conditions and arrangements for further discussions between the parties and is non-obligatory. The exact terms and conditions of this future cooperation will be negotiated in due course and delineated in one or more separate and definitive agreements in the future, should circumstances warrant. Neither party shall be liable to the other for any claim, loss, cost, liability or investment opportunities arising out of directly or indirectly related to the other Party's decision to terminate this MOU, the other Party's performance under this MOU, or any other decision with respect to proceeding or not proceeding with the definitive agreement(s) or the Project(s). Further, each party acknowledges and agrees that the decision to enter into definitive agreement is the sole and absolute discretion of the other party.

Article 5: General Terms and Conditions

A) Term: This MOU shall remain in full force and effect for a period of 10 years or the term of work awarded to different vendors (in different states) from the effective date, unless (i) superseded by any or all of the definitive documents contemplated in Article 2 (or such other definitive documents as the parties may agree to enter into for their mutual benefit), or (ii) earlier terminated for convenience by the parties in writing by giving 30 (thirty) calendar days' notice.

B) Modification; Waiver; Severability; Assignment: No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion, if any provision of this MOU is held invalid under any applicable law, such holding shall not affect the validity of remaining provisions and same shall continue in full force and effect. Neither party may assign this MOU, in whole or in part, without the prior written consent of both the non-assigning party.

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1. The terms and conditions of this MOU are for reference purposes only and shall not be construed as a modification of the terms and conditions of this MOU.

2. Entire Understanding: This MOU represents the entire understanding and MOU between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations or agreements, oral or written, regarding the subject matter hereof.

3. Counterparts: This MOU may be executed in two counterparts, each of which shall be deemed an original but all of which shall constitute the same MOU. This MOU and any document or schedule required hereby may be executed by facsimile signature that shall be considered legally binding for all purposes.

4. Notice: Notices will be given at the addresses mentioned in the MOU.

AGREED AND ACCEPTED:

For New Delhi Municipal Council (NDMC)	For Energy Efficiency Service Limited (EESL)
Signature: <i>Asingh</i>	Signature: <i>Suma</i>
Name: RASMI SINGH	Name:
Designation: SECRETARY	Designation:
Phone: 011-23742451	Phone:
Fax: 011-23363094	Fax:
Email: secretary@ndmc.gov.in	Email:
Registered Address: Patika Kendra, New Delhi 110 001	Address: Core-III, 5th and 6th Floor, Scope Complex, Lodhi Road, New Delhi 110 003
Witness:	Witness:
1.	1.



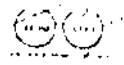
47-

ANNEXURE B



श्री सावरभ कुमार  
Saurabh Kumar  
Managing Director

67  
डॉ.जी. एफ.एस.एस. सर्विसेज लिमिटेड  
ENERGY EFFICIENCY SERVICES LIMITED  
Ministry of Power, Govt. of India



Ref No. EESL/01/GA, 18.19

Date: 18.11.2019

Subject: Installation of public chargers in NDMC area - 15KW DC-001

Sir:

This has reference to the MOU signed between NDMC and EESL for setting up of Public Charging Infrastructure in NDMC area and my discussions with you.

In this connection I may mention that EESL, NDMC along with our knowledge partner KPMG have carried out site survey at over 100 locations. The locations have been identified based on the availability of parking space, usage of the parking space and availability of electricity infrastructure. Based on the above the locations have been prioritized into 4 categories.

- i. Priority 1 - list consists of parking sites where power connection is readily available with easier access to parking and have high visibility.
- ii. Priority 2 - list consists of parking sites where power lines to be drawn from < 50m in distance with high visibility to general public.
- iii. Priority 3 - list consists of parking sites which have poor visibility to general public or have congested parking or sites which a large number of sites are already proposed in the surrounding.
- iv. Non-feasible parking sites with no NDMC power infrastructure in the area.

The list of priority I and II are at Annex-I

In the first phase of installation, 15 KW charger complying with DC001 specifications will be set up. In addition, adequate space is being left in each one of these locations for 50 KW each CCS and CHadema chargers as per the guidelines of Ministry of Power. The process for phase-II will get completed by June 2019. I may mention that at present, the EVs available would only require the DC001 chargers and as per industry, the EVs that would need other kind of chargers would be available only in the second half of this calendar year.

I would like to thank your good offices and Chief Engineer (Electrical) who has led this exercise and has been closely coordinating with our teams. We have also agreed on mutual responsibilities which is indicated at Annex-II. We are committed to install 42 to 50 charging stations by end of this month and nearly 100 charging stations by March 2019.

With regards

Yours sincerely,

*Saurabh Kumar*  
(Saurabh Kumar)

Shri Naresh Kumar  
Chairman, New Delhi Municipal Council  
Palika Kendra, Sansad Marg, Janpath,  
Connaught Place, New Delhi 110 001

Encl: As above.

- Copy to: 1.) CE (E-II), NDMC
- 2.) Director (Power), NDMC
- 3.) Director (Commercial), NDMC

**Head Office / Office**  
EESL, Plot No. 13, Sector 17, Gurgaon, Haryana - 122001  
Ground Floor, Con - III, NFL Building  
SCOPE Complex, Lodi Road, New Delhi, 110003  
Phone: 91-11-45801262 / Fax: 011-45801263

**Regional Office**  
EESL, Plot No. 13, Sector 17, Gurgaon, Haryana - 122001  
Ground Floor, Con - III, NFL Building  
SCOPE Complex, Lodi Road, New Delhi, 110003  
Phone: 91-11-45801262 / Fax: 011-45801263

**Regional Office**  
EESL, Plot No. 13, Sector 17, Gurgaon, Haryana - 122001  
Ground Floor, Con - III, NFL Building  
SCOPE Complex, Lodi Road, New Delhi, 110003  
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**Regional Office**  
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Ground Floor, Con - III, NFL Building  
SCOPE Complex, Lodi Road, New Delhi, 110003  
Phone: 91-11-45801262 / Fax: 011-45801263

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ANNEX - I

ANNEX - I				
SUGGESTED LOCATION OF TRANSFORMER (DN/DS) (KW)				
1	A-Block inner circle	DN	20	Near Metro station exit gate 7/B
2	B-Block inner circle	DN	20	Near petrol pump
3	C-Block inner circle	DN	20	Near Van Heusen
4	D-Block inner circle	DN	20	Near Snow white square
5	E-Block inner circle	DN	20	Near Samsonite and Metro gate exit 4
6	E-Block RR 6	DN	20	Diagonally opposite to KTM
7	M-Block outer circle	DN	20	Near HDFC bank
8	F-Block inner circle	DN	20	Near Peter England
9	H-Block RR4	DN	167	Near PVR plaza. 167 kW preferred. In case of non-availability check for 20
10	C-Block RRS	DN	60	Near feeder pillar 16
11	E-Block RR 7	DN	60	Near HPCL petrol pump and M. Rani and sons
12	N-Block RR7	DN	60	Near HPCL and IOCL petrol pump
13	Yashwant Place	DS	20	
14	Tees January Lane	DS	167	
15	Jor Bagh Mkt.	DS	60	
16	Delhi Haat Parking	DS	167	
17	Sarojini Nagar Market	DS	167	
18	Khan Mkt	DS	20	
19	KK Birla Marg	DS	167	
20	Lodhi Garden Gate 1	DS	167	
21	Max Muller Marg (Lane)	DS	167	
22	Pritivi Raj Mkt.	DS	167	
23	Khanna Market/Aliganj Jor Bagh 33KV s/s	DS	167	Suitability to be assessed for NDMC colony near Khanna Market or Aliganj substation. Taxi stand to be relocated in case of Aliganj Substation location
24	New Moti Bagh	DS	167	
25	Circular Road Malcha Marg	DS	167	

D/S				
1	G Block opp. Madras Hotel	DN	20	Near Kotak Mahindra Bank
2	H Block Entry Arch	DN	20	Adjacent to BPCL Petrol pump.
3	L Block RR5	DN	20	Near Kapur d. Hatti
4	F Block CP Outer circle	DN	167	Near McDonalds
5	Shankar Mkt.	DN	167	
6	Gopal Dass Bldg.	DN	167	
7	Kanchanjunga Bldg.	DN	167	
8	Akashdeep to WTT	DN	167	
9	Super Bazar	DN	167	
10	A Block RR3	DN	60	Near IOCL petrol pump
11	G Block RR3	DN	60	Near IOCL petrol pump
12	B Block RR3	DN	60	Near IOCL petrol pump
13	H Block RR3	DN	60	Near IOCL petrol pump
14	K Block RR4	DN	60	Opposite to PVR plaza
15	D Block RR5	DN	60	
16	M Block RR6	DN	60	
17	M Block RR7	DN	60	
18	F Block RR7	DN	60	

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ANNEX - II

Responsibility		
1	Design, Procurement and Installation of Canopy/shed for the charging station	Provision of the site
2	Installation of charging station	Provision of power connection to the desired location along with the meter and necessary earthing
3	Integration with NDMC's 311 app	Necessary approvals
4	Clear access to site and right of way for parking	
5	Provision of meter box	

### ELECTRIC VEHICLE CHARGING UNIT AS A SERVICE AGREEMENT

This Agreement for setting up Electric Vehicle (EV) Charging Units and related Infrastructure for Electric Vehicle Charging (hereinafter referred to as Agreement) is being signed, between Energy Efficiency Services Limited through its wholly owned subsidiary organisation Convergence Energy Services Limited (hereinafter referred to as CESL), a company organized under the laws of India; with its registered and corporate office at NFL Building, 5<sup>th</sup> and 6<sup>th</sup> Floor, Core - III, SCOPE Complex, Lodhi Road, Delhi, 110003, India and New Delhi Municipal Council (hereinafter referred to as NDMC), with its registered Headquarter at Palika Kendra New Delhi - 110001, and confirming discussions for setting up Electric Vehicle Charging Infrastructure in NDMC area.

This Agreement is made and executed on the ..... day of ....., 2021 and shall be effective from 09.01.2019 (Effective Date) in pursuance to the MOU by and between NDMC, and EESL.

#### WHEREAS:

- A. The Government of India (GoI) is transitioning towards large scale deployment of cleaner mobility solutions in the country including deployment of Electric Vehicles and Electric Vehicle Charging Units.
- B. EESL through its subsidiary organization CESL has been anchoring the Electric Vehicles ecosystem development in the country, undertaking demand aggregation for procuring Electric Vehicles and supporting in the transition by bringing in innovative business models and implementation wherever for accelerated roll-out of Electric Vehicle Charging Units.
- C. EESL through its subsidiary organization CESL entered into a MoU with NDMC on 09.01.2019 to install the EV Charging Units and Related Infrastructure at the various Locations of NDMC.
- D. EESL through its subsidiary organization CESL agrees to procure, install, operate and maintain Charging Units and Related Infrastructure at the various Locations of NDMC.
- E. NDMC acknowledges the value of CESL's Charging Units services at the various Location of NDMC and agrees to grant permission to CESL to enter and operate at NDMC's premises pursuant to the terms set forth herein;
- F. NDMC will provide necessary grid Infrastructure at the Location, as per DERC Norms;
- G. NDMC will provide value to Project by attracting E-vehicle owners and the public to, and providing additional visibility of, the Location;

-S2-

- ii. NDMC duly notes the entire upfront costs that EESL and CESL shall be incurring pursuant to this Agreement. Hence, it has been unequivocally and irrevocably agreed by NDMC, that NDMC has no right to voluntarily terminate the present Agreement and each of the terms of the present Agreement.
- i. CESL and NDMC individually shall be referred to as a Party and collectively as Parties.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions

In this Agreement, the following terms shall have the meanings set forth below:

"Access Rights" has the meaning set forth in Article 3 and Article 7.5 hereof.

"Agreement" has the meaning set forth in the Preamble hereof.

"Applicable Law" means any and all central, state, or local statutes, laws, municipal charter provisions, regulations, ordinances, rules, mandates, judgments, orders, decrees, Permits and Approvals, codes or license requirements, or other governmental requirements or restrictions, or any interpretation or administration of any of the foregoing by any Governmental Authority, that apply to either Party under this Agreement, whether now or hereafter in effect.

"Charging Unit" means the Electric Vehicle Supply Equipment (EVSE) required for charging of electric vehicles of all categories which includes AC001 charger, DC001 charger, C122 charger and Charging Hubs or any other fast/slow and moderate chargers as per approved BIS standards whenever notified.

"C122 Charger" refers to a cluster of chargers, including one type II AC (22kW) charger + one DC-50 kW CCS charger + one DC-50 kW CHAdeMO charger

"Charging Hub or Plaza" consists of two or more chargers of different types as defined by the Ministry of Power guidelines, "Charging Infrastructure for Electric Vehicles – Guidelines and Standards", dated 14<sup>th</sup> December 2018, revised guidelines and standards issued on 1<sup>st</sup> October 2019, 08<sup>th</sup> June 2020 and any other subsequent guideline defined from time to time.

"Charging Units and Related Infrastructure" means the Charging Units, and related equipment, systems, components, fixtures, CCTVs, LED screens and other assets, tangible and intangible to be executed by CESL and/or NDMC pursuant to this Agreement as per the scope of work set forth in Article 5.3 and Article 5.4 hereof.

"Co-branding and Advertisement" shall have the meaning as set forth under this Agreement.

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"Cure Period" means the period for curing the defect or default or non-conformity pursuant to this Agreement.

"Customer" means member of the public utilizing the Services created pursuant to this Agreement.

"Defect" has the meaning set forth in Article 6.3 hereof.

"Dispute Notice" has the meaning set forth in Article 14.2 hereof.

"Dispute" has the meaning set forth in Article 14.2 hereof.

"Emergency" has the meaning set forth in Article 8.1 hereof.

"Execution Date" means the date of signing this Agreement.

"Effective Date" has the meaning set forth in Article 2.1 hereof.

"Government" means the Government of India and includes all ministries, departments and regulatory bodies (whether existing now or in the future) with jurisdiction over the Project or generation of electricity under Applicable Laws in India.

"Location" means the land area allocated by NDMC for the installation of Charging Units and Related Infrastructure

"Meter" means Electricity Meter (at or alongside) of Charging Units installed by NDMC, as per this Agreement.

"Meter Bill" means the cost of Electric Energy as per the Meter reading as defined in Article 11.1

"Original Condition" means "as is where is" condition.

"Project" has the meaning set forth in Article 5.1 hereof.

"Service" means the availability of Charging Units and Related Infrastructure for customers.

"Service Charge" means the payment made by Customer against the service availed.

"Taxes" means any tax applicable by the Government, including tax on income, excise duty, customs duty, value added tax, sales tax, good and services tax and other local tax, cess, any impost or surcharge of like nature, any interest, penalties and other sums in relation on the income, goods, material, equipment and services rendered by either Party, and charged, levied or imposed by a Government instrumentality.

"Term of the Agreement" has the meaning set forth in Article 2 hereof.

"Unamortized Project Cost" pursuant to this Agreement means book value of project (Actual cost of asset less total depreciation).

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**1.2 Interpretations**

This Agreement represents the Agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations or agreements, oral or written, regarding the subject matter hereof. In this Agreement:

- (a) any reference to any statute or statutory provision shall include:
  - (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
  - (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated), which the provision referred to has directly or indirectly replaced;
- (b) reference to any Party under this Agreement shall also include its successors, administrators, legal representatives, and permitted assigns as the case may be;
- (c) heading to Articles and paragraphs are for information only, and shall not form part of the operative provisions of this Agreement and be ignored in construing the same;
- (d) references to Articles and schedules are to Articles and schedules to this Agreement. All of these form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Articles and schedules;
- (e) unless the contrary is expressly stated, no Article in this Agreement limits the extent or application of another Article;
- (f) any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- (g) "in writing" includes any communication made by letter or facsimile;
- (h) the words "include", "including", "inter alia" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (i) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;
- (j) the expression "this Article" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Article (not merely the sub-Article, paragraph or other provision) in which the expression occurs;



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- (k) the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words shall, unless followed by a reference to a specific provision of the Agreement, be deemed to refer to this entire Agreement;
- (l) when any number of Days are prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last Day, unless the last Day does not fall on a Business Day, in which case the last Day shall be the next succeeding Day which is a Business Day;
- (m) a reference to any agreement is a reference to that agreement and all schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended from time to time;
- (n) all provisions of this Agreement shall be interpreted and construed in accordance with their meanings, and not strictly for or against either Party, regardless of which Party may have drafted this Agreement or a specific provision;
- (o) grammatical variations of defined words shall be construed in accordance with the relevant definition(s);
- (p) references to the singular number shall include references to the plural number and vice versa; and
- (q) words denoting one gender shall include all genders.

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ARTICLE 2  
EFFECTIVENESS AND TERM OF THE AGREEMENT

- 2.1 This Agreement shall come into force and effect on the date of execution of this Agreement by all Parties (the "Effective Date"). However, if all the Parties do not sign on the same date, then the last Party, signing this Agreement, will be the Effective Date.
- 2.2 Unless terminated earlier by any of the Party in accordance with the terms of this Agreement, this Agreement shall continue in full force and effect until all obligations of the Parties in relation to the Project have been fulfilled, discharged and/or waived (the "Term of the Agreement"). Any waiver or discharged for any rights or obligation to be valid must be in writing and signed by the Parties.
- 2.3 This Agreement shall remain in full force and effect for a period of one-twenty (120) months from the effective date. Unless mutually extended or unless earlier terminated in accordance with the terms of this Agreement.

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**ARTICLE 3  
RIGHT TO ACCESS AND USE**

Subject to the CESL's compliance with its obligations in this Agreement, NDMC hereby grants access to and use of Location as specified under Article 7.5 and CESL hereby accepts to procure, install, maintain and operate the Electric Vehicle Charging Units and Related Infrastructure, for the duration of the Term of the Agreement, unless terminated earlier in accordance with the terms herein contained. NDMC and CESL unequivocally and irrevocably agree (unless mutually agreed otherwise) that the Location shall only be used for the purposes of undertaking the activity mentioned as per this Agreement and for no other purpose till the Term of the Agreement.

NDMC shall allow the access to the premises without any objection to the representative (individual or entity) of CESL to perform the activities pursuant to this Agreement.

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**ARTICLE 4**  
**CONSIDERATION**

- 4.1 in consideration of the grant of the Right to Access and Use as per Article 3 and power connection as per Article 5.3, CESL agrees to pay to NDMC, the cost of power as approved by Delhi Electricity Regulatory Commission (DERC) (including all surcharges and duties levied). In addition, CESL shall also pay INR 1.00 per kWh (exclusive of applicable taxes) to NDMC against the per unit of electricity consumed on Public Charging Station, as revenue sharing as land rental, hereinafter referred to as "fees". Parties undertake that neither Party shall question the validity of this Agreement for want or adequacy of consideration.
- 4.2 Any change in the tax structure imposed by Central Government/ State Government/Autonomous Bodies/ NDMC time to time, the same shall be levied and CESL will be bound to pay these taxes/cess/tariff etc as applicable w.r.t. installation, maintenance and operation of the Electric Vehicle Charging Units installed in NDMC
- 4.3 Cost of Infrastructure in all respect, to provide Electricity Connection to Public Charging Stations, PCS, as per DERC norms, shall be borne by EESL.
- 4.4 The Commercial Terms may be reviewed after 5 years on mutually agreed basis.

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**ARTICLE 5**  
**SCOPE OF THE PROJECT**

**5.1 Project Title**

The Project shall be known as the "Installation of Electric Vehicle Charging Units and Related Infrastructure in NDMC Locations" (the "Project").

**5.2 Exclusivity**

On and from the date of the execution of this Agreement and subject to the right of the Parties to terminate this Agreement under Article 14.1, NDMC grants to CESL or its authorized representative for the Term of the Agreement or till the time CESL's claims (regardless of the dispute posed by any Party under this Agreement or Project), if any are stratified, the exclusive rights to access the Project in the NDMC premises. NDMC is free to execute any agreement with any Third party approaching for installation of additional Public Charging Stations (PCS). CESL shall have no objection w.r.t to same.

**5.3 Scope of Project for NDMC**

NDMC at its cost shall provide with the following for the Term of the Agreement:

- a. Access to Location and right of way for Electric Vehicles as defined in Article 3
- b. Power connection and sanction of load for the Project as applied by EESL and/or CESL in a separate application, as per DERC norms.
- c. 24\*7 reliable and quality supply of electricity, with necessary system re-enforcements as and when required, at mutually agreed Location
- d. Provision of relocation in case of unavailability and/or unavailability of a site after signing of the Agreement.
- e. Permits and Approvals required for electricity connection, sanction of load, construction, installation, operations, maintenance of the Electric Vehicle Charging Units and Related Infrastructure.
- f. May assist CESL for seeking Environment clearances, permission for movement of trucks carrying Charging Units and Related Infrastructure from concerned Department.
- g. Matter pertaining to horticulture department, parking vendors etc.
- h. Undertake location assessment in association with CESL, which shall follow the joint approval for the same.
- i. Necessary permission for install necessary banners/signages or integrate with Smart Parking Management System for indicating the location of Electric Vehicle Charging units shall be issued in accordance with the Guidelines of NDMC.
- j. To provide reserved parking space at the EV charging stations locations for EVs including at paid parking locations.
- k. To issue necessary permission for featuring of awareness/promotions program.

**5.4 Scope of Project for CESL**

CESL shall undertake the following:

- a. Procurement of Charging Units
- b. Cost of any banners/signages w.r.t Public Charging Stations (PCS) shall be borne by CESL.
- c. Procurement of Related Infrastructure
- d. Undertake location assessment in association with NDMC
- e. Apply for and coordinate with NDMC for power connection
- f. Foundation for placing of Charging Units
- g. Electrical earthing for Charging Units.
- h. Wiring from meter box to Charging Units
- i. Canopy for Charging Units, if required

- j. Payment gateway - Digital mode of payment against charging shall be made for consumers to promote Digital India.
- k. Central Management System
- l. LED screen for awareness / promotion shall be done on already installed screen of NDMC on chargeable basis or by installation of new LED Screen by CESL (on their cost) by taking due permission from NDMC.
- m. CCTV system for security
- n. Paint jobs required for charging stations
- o. Barricading and demarking EV charging slots
- p. Start-up, testing, and commissioning of each Charging Unit and Related Infrastructure
- q. Create awareness of Charging Units amongst general public
- r. Operate and maintain the Charging Unit and Related Infrastructure in a manner that does not cause any physical restriction of any kind on other stakeholder assets.
- s. SLD charges, cost associated for service cable connection and meter board for electric vehicle infrastructure.
- t. Requisite environment clearances, permission for movement of trucks carrying Electric Vehicle Charging Units and Related Infrastructure.
- u. Up-gradation of Technology w.r.t. Public Charging Stations shall be done by CESL at their own cost, as per Govt. Guidelines /Market requirement/Market Trend.  
CESL will be liable to monitor Operation and Maintenance Activity w.r.t. Public Electric Vehicle Charging Stations.

In case of breakdown/non functioning of Charger, Response time along with flow chart shall be the part of agreement. CESL shall ensure rectification of the faults pertinent to CESL scope of work within reasonable time period of 72 Hrs. report for the same shall be shared to NDMC.

- v. All expenditure to release of Sanction Electric Load for EV Charging Stations (As per Terms & Conditions of Commercial Department of NDMC) shall be borne by CESL.
- w. Any other expenditure, required for installation of Public Charging Station, PCS shall be borne by CESL.

#### 5.5 Project Schedule

CESL shall complete the project in phased manner as per the list of sites in Annexure 'A'.

- a. In First Phase, 100 nos. Public Charging Stations (PCS) and Related Infrastructure (including EV Plaza's) will be completed within 6 months from the MoU or signing of Agreement, whichever is later.
- b. Additional quantity for Installation & commissioning of Public Charging Stations (PCS) and Related Infrastructure shall be mutually decided by NDMC & CESL, as per provision of signed MoU and agreement.

#### 5.6 Scope Change and expansion

In accordance with state policies/ regulations, national level priorities whichever the case may be, or due to relocation of the system as defined in Article 5.8, NDMC shall provide CESL with location, power connectivity and other provisions as per the scope of work defined in Article 5.3

#### 5.7 Rights, Title and Interest

The ownership, rights and title of the Project shall vest with CESL for the entire Term of the Agreement. After the Term of the Agreement, NDMC may provide a notice and CESL shall execute to

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remove the Electric Vehicle Charging Unit and related infrastructure and return the location in its original condition to the extent feasible.

CESL shall have right of use without vesting title and to build, own, operate and lease out the management of Charging units to third party agency and deploy Charging Units through collaboration with Third Party / Agency during the term of Agreement without affecting the consideration Agreed with NDMC at Article 4. Lease out of charging units to Third Party Agency shall be intimated to NDMC for Administrative Reasons.

#### 5.8 Re-location of Charging Units

Under any circumstances, in the event of relocation of Electric Vehicle Charging Units (inclusive of EV Plazas) it shall be the responsibilities of NDMC to provide the alternate space to the CESL for relocation. The expenditure for relocation shall be borne by CESL (at any time during the term of the Agreement) NDMC shall provide alternate space for relocation only. From the date of receipt of written request from NDMC for relocation CESL shall respond within 90 days. It shall be the responsibility of NDMC to provide Electric connection at the new location. Charges for Electric connection and sanction (at new location/ relocation), shall be borne by CESL, as per DERC norms.

#### 5.9 Co-Branding and Advertisement:

CESL shall have the exclusive right of advertisements and branding activities in & around of or peripheral to Electric Vehicle Charging Units or Charging Hubs at the Location, selection of vendors/companies for Co-branding shall be done by CESL in coordination/consultation with NDMC. Approval w.r.t. branding activity by any means, needed to be got approved by NDMC by CESL.

NDMC rates for advertisement (revised time to time) shall be taken as benchmark required for Co-Branding activities for generation of additional revenue to be shared between NDMC and CESL. The same is needed to be honoured & strictly followed by CESL. Revenue generated through co-branding activities at EV Plaza locations and Public Charging Stations (PCS) shall be shared between NDMC @ 60% and CESL @ 40% respectively.

Accordingly, CESL will be free to negotiate and fix the rates with advertising firms/agencies.

If an advertiser reaches out to NDMC, then NDMC shall inform CESL for the same, in writing.

A separate account shall be maintained by CESL to maintain the record of transactions against Co-branding activities for verification by NDMC.

No adjustment of Bills and Expenditure shall be made with revenue generated through Co-branding activities and Land rental.

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**ARTICLE 6  
TAXES AND INSURANCE**

**6.1 Taxes in Relation to Public Charging Station**

Taxes, Cess & Duties in any manner related to Public Charging Station (PCS) as imposed by any Government Department as applicable, as per Govt. of India, shall prevail and same shall be borne by CESL.

**6.2 Taxes on power charges and Fee**

Meter bill plus Fees shall be paid by the CESL without any deductions whatsoever, save and except the deduction of tax at source, if applicable. The liability for payment of any Taxes and surcharges apart from Delhi Electricity Regulatory Commission (DERC) approved taxes and surcharges on the Meter bill shall be borne by CESL.

**6.3 Comprehensive "All Risks" Insurance of the project**

CESL shall procure and maintain for the entire project duration a comprehensive "all risks" insurance policy for the entire project against fire, accident, riots, burglary, vandalism, machinery breakdown, earth movement such as earthquake, volcanic eruptions and subsidence, hurricane/ windstorms, flood including tsunami, debris removal, ordinance or law, extra expense and terrorism. Upon failure by CESL to procure and maintain such comprehensive "all risks" insurance policy for the project and the occurrence of any such event that renders project non-functional (a "Defect"), CESL shall cure such Defect at its own cost.



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ARTICLE 7  
CESL'S RIGHTS AND COVENANTS

7.1 CESL shall establish a governance mechanism during the implementation of the Project to ensure the execution as planned.

7.2 CESL hereby represents that it has inspected or has caused an inspection of the Location to be done in consultation with NDMC, and prima facie has satisfied itself on the suitability of the Location for the Charging Units and Related Infrastructure, and shall accept the possession of the Location on an "as is where is" basis, on the Possession Date.

7.3 CESL shall be solely responsible for (a) all costs and the performance of all tasks required for installation, operation and maintenance of the Charging Units and Related Infrastructure at the Location. However, any removal or relocation of any Electric Vehicle Charger Unit, if carried at NDMC's request or is attributable to NDMC refer to Article 5.8 (Re- Location of Charging units); (b) ensuring that the design, construction, operation and maintenance of the Charging Units and Related Infrastructure are in compliance to applicable laws, including those relating to safety, public health and environment; (c) ensuring that the performance of the tasks required for installation, operation and maintenance of the Charging Units and Related Infrastructure does not cause any damage to the Location, including any damage to a public property or any property of a third party therein.

No compensation/damage charges shall be paid by NDMC to CESL, as the entire responsibility of SITC & Operation and Maintenance of Public Charging Stations is of CESL.

7.4 CESL agrees that any matter raised with respect to this Agreement or in relation to the installation, maintenance and operation of the Charging Units and Related Infrastructure by a Customer, including but not limited to, NDMC, shall be addressed by CESL.

7.5 During the Term of the Agreement, CESL shall have the following rights:

- a) right to erect temporary structures, such as a scaffolding or similar structure at the Location as may be reasonably required for the purpose of carrying out the construction and erection of the Charging Units and Related Infrastructure and/or for the operation and maintenance of the Charging Units and Related Infrastructure;
- b) right to use ways, paths and passages designated for the general public as are reasonably necessary for the purpose of access to and egress from the Location, with or without workmen and for transporting, loading and unloading necessary tools, equipment and materials, provided that the use of such ways, paths and passages shall not obstruct the use by public. In a situation where CESL's use of the path, ways and passages result in an obstruction of use by public, such obstruction shall be done only after obtaining a prior written approval from NDMC.
- c) right to power connection, sanction of load and uninterrupted supply of power from NDMC
- d) right to use electricity for the purpose of construction, installation, erection, operation and maintenance of the Charging Units and Related Infrastructure.

7.6 CESL shall be solely responsible for day to day operation and maintenance of the Charging Units

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and Related Infrastructure.

- 7.7 CESL shall, as promptly as possible, notify NDMC of the occurrence of any event or the existence of any condition or circumstance that it becomes aware of, in relation to the Charging Units and Related Infrastructure, and that in the CESL's reasonable judgment, poses an imminent threat or hazard to the safety of the Charging Units and Related Infrastructure, public health or public safety ("Emergency"). NDMC shall respond/ support CESL to any such Emergency as promptly as possible, and take all measures as possible necessary to address the condition that gave rise to the Emergency. The costs associated with an Emergency related to the Location affecting the Electric Vehicle Charging Units and Related Infrastructure shall be covered in Comprehensive "All Risk" Insurance of the Project under Article 6.3.

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**ARTICLE 8**  
**NDMC's RIGHTS AND COVENANTS**

- 8.1 NDMC shall not cause any interference with CESL's right to receive continuous and uninterrupted access to the Location, passage of Electric Vehicles and supply of electricity at all times during the Term of the Agreement.
- 8.2 NDMC shall allow CESL to access and install the Charging Units and Related infrastructure at the sites listed in Annexure A under this Agreement
- 8.3 NDMC shall, as promptly as possible, notify CESL of the occurrence of any event or the existence of any condition or circumstance that it becomes aware of, in relation to the Location, and that in the NDMC's reasonable judgment, poses an imminent threat or hazard to the safety of the Location, the Charging Units and Related Infrastructure, public health or public safety ("Emergency"). NDMC shall respond/ support CESL to any such Emergency as promptly as possible, and take all measures as possible necessary to address the condition that gave rise to the Emergency. The costs associated with an Emergency related to the Location affecting the Electric Vehicle Charging Units and Related Infrastructure shall be covered in Comprehensive "All Risk" Insurance of the Project under Article 6.3..
- 8.4 NDMC agrees and undertakes that this Agreement and the Access Rights shall run with the Location and shall survive any transfer of the Location. NDMC shall give CESL at least Two (2) Calendar Months written notice prior to any Transfer of all or a portion of the Location identifying the transferee, the portion of the Location to be transferred and the proposed date of Transfer.
- In the event of Transfer, of the Location, NDMC shall cause the proposed transferee to execute an agreement identical in terms and conditions as that of this Agreement with the Licensee, for a term equal to this Agreement Term outstanding at the date of such Transfer. If the proposed transferee do not extend the Agreement term as mentioned in foregoing, then NDMC is not liable to pay any charges/cost in any respect.
- 8.5 NDMC shall not, directly or indirectly, cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim, on or with respect to the Charging Units and Related Infrastructure. However, any charges/cess/taxes/fees/ transfer charges amended/implemented time to time, shall be applicable.
- 8.6 Subject to CESL's compliance with all provisions contained in this Agreement, NDMC consents that CESL shall have quiet, unimpeded and peaceful access to the Location throughout the Term of the Agreement.
- 8.7 Except in the event of an Emergency, NDMC will not initiate or conduct activities that it knows, or is reasonably expected to know to cause damage, impair or otherwise adversely affect the Charging Units or Related Infrastructure or its functioning without CESL's prior written consent, which consent shall not be unreasonably withheld or delayed.
- 8.8 Any damage caused to the Charging Units and Related Infrastructure due to any reason, the same shall be borne by CESL.

No compensation/damage charges shall be paid by NDMC to CESL, as the entire responsibility of SITC & Operation and Maintenance of Public Charging Stations is of CESL.

- 8.9 NDMC unequivocally and irrevocably agrees that if CESL is unable to provide service or perform its activities pursuant to this Agreement due to any other legal impediment attributable to NDMC, then CESL shall not be liable to recover any cost.
- 8.10 NDMC will make sure that there shall be no activity in and around the Charging Units and Related Infrastructure to damage or diminish the potential of commercial activity for business (except any proposed development/project/any breakdown of services/ any restoration work), as intended under this agreement. If the operations cannot be carried out due to reasons as mentioned in the foregoing, then NDMC shall be not be liable to claim any penalty charges as mentioned at Article 5.4(v). Further, CESL shall inform the reason in writing to NDMC and shall provide a cure period of 30 Days from the receipt of such notice.
- 8.11 NDMC agrees that any matter raised with respect to this Agreement or in relation to the Location by a person, including but not limited to parking operators, shop owners, and any other party using the Location, shall be addressed by CESL.

**ARTICLE 9**  
**OWNERSHIP OF THE CHARGING UNITS AND RELATED INFRASTRUCTURE**

9.1 CESL shall be the exclusive owner and operator of the Charging Units and Related Infrastructure, including any part thereof, installed by CESL and shall own any benefits derived therefrom including benefits from Environmental Attributes during the Term of the Agreement.

As the MoU is signed between NDMC and EESL, hence any Third Party involvement in this project (i.e. OEM or other service provider) shall not be entertained by NDMC.

9.2 CESL acknowledges and agrees that, notwithstanding that the Charging Units and Related Infrastructure is a fixture on the Location, CESL shall have no right, title or interest in the Location except the Charging Units and Related Infrastructure. CESL shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim, on the Location other than the Charging Units and Related Infrastructure, and NDMC will not suffer in any manner out of CESL's use of the Location whereby the estate, rights and interests of NDMC in the Location or any part thereof might be impaired, except in accordance with and subject to the provisions of this Agreement.

9.3 After the Term of the Agreement, the ownership of Charging Units and Related Infrastructure shall remain with CESL.

9.4 Any damage to the property of NDMC in any manner during the term of contract/ after completion of the term of contract (at the time of handing over to the NDMC) shall be levied/ recovered / deposit by the CESL.

**ARTICLE 10**  
**REPRESENTATIONS AND WARRANTIES**

**10.1 Representations and Warranties of NDMC**

NDMC represents and warrants to the Parties that:

- 10.1.1 It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- 10.1.2 It has taken all necessary actions under the applicable laws to authorize the execution, delivery and performance of this Agreement;
- 10.1.3 It has the financial standing and capacity to perform its obligations under this Agreement;
- 10.1.4 This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 10.1.5 There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

**10.2 Representations and Warranties of CESL**

CESL represents and warrants to the Parties that:

- 10.2.1 It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 10.2.2 It has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 10.2.3 It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- 10.2.4 This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- 10.2.5 The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its constitutional documents (including, without limitation its Memorandum and Articles of Association) or any applicable laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

10.2.6 There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

10.2.7 No representation contained herein or in any other document furnished by it to the Parties contains any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation

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## ARTICLE 11

### METERING, BILLING AND PAYMENT

#### 11.1 Meter Reading

NDMC is responsible to undertake Meter reading to record the quantity of Electric Energy (inclusive of both active and reactive power) delivered by NDMC to Charging Units and Related Infrastructure.

#### 11.2 Installation of Meters

All expenditure to release of Sanction Electric Load for EV Charging Stations (As per Terms & Conditions of Commercial Department of NDMC) shall be borne by CESL.

The meters will be installed in accordance with the Policy/procedure of NDMC (amended time to time), conforming the norms of DERC.

#### 11.3 Invoicing

NDMC shall take Meter Reading on Monthly basis and Electricity Bill shall be raised/generate, accordingly. Payments/Non Payments dealing with Electricity Bill, shall be strictly in accordance with the Guidelines/norms of NDMC (i.e. Norms/Guidelines of Electricity Billing towards the consumer).

Electricity Bill w.r.t. Public Charging Station, PCS, shall be paid directly to Commercial Department of NDMC under relevant Head by CESL.



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**ARTICLE 12**  
**INDEMNIFICATION, LIMITATION OF LIABILITY AND DEFAULT**

**12.1 Indemnification:**

NDMC shall indemnify, defend and hold CESL and any of its directors, officers, members, employees, and all of its and their successors and assigns, harmless from and against any and all, claims, liabilities, judgments including but not limited to, reasonable attorney fees arising out of or incurred in connection with a breach of any representation, or covenant by NDMC under this Agreement, including against any and all Damages from third-party Claims which arise out of or relate to: (i) NDMC's negligent acts or omissions, recklessness or misconduct; or (ii) the loss of life or any injury to persons or property due to conditions existing at the property, unless any such Damages arise out of or relate to CESL's gross negligence or willful misconduct.

**12.2 Limitation of Liability:**

CESL shall be excused and not be liable or responsible for any delay or failure to perform the Services or failure of the Services or CESL's Deliverable under this Agreement to the extent that such delay or failure is not solely attributable to CESL or has arisen as a result of any delay or failure by NDMC or its employees or agents except third party service providers to perform any of its duties and obligations as set out in this Agreement.

In no event, either Party will be liable, for any (a) loss of profit, loss of revenue, anticipated savings, opportunity or goodwill, (b) special, indirect, incidental, consequential, punitive or loss or damages, whatsoever, whether in contract, tort, strict liability or otherwise, in connection with or under this Agreement, even if even if such Party has been advised of the possibility of such Damages.

Notwithstanding anything contrary contained in the Agreement, in no event shall the total aggregate liability of CESL, whether in contract, tort (including gross negligence, negligence or indemnity), strict liability or otherwise, shall exceed the amount of the revenue share received by CESL during the previous 6 (six) months immediately preceding the claim first arose.

Except for the express representations and warranties contained in this Agreement, CESL expressly disclaims any representations or warranties made or may have been made with respect to any Services or Deliverables provided hereunder, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. All such representations and warranties are hereby disclaimed.

**12.3 Default**

Each of the following shall constitute an "Event of Default" by either Party under this Agreement: (1) the failure by a Party to perform or observe any term or condition of the Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof, provided however, that if the nature of such default is such that the same cannot reasonably be cured within said thirty (30) day period, then Party in default shall have such additional time as is reasonably required to cure such failure provided Party in default commences to cure such failure within such thirty (30) day period and proceeds to cure such failure with diligence and continuity; or (2) the appointment of a receiver or trustee to take possession of all or substantially all of the assets of the Party in default and assets or Premises/Property is not restored for normal usage pursuant to this Agreement within sixty (60) days; or a general assignment by a Party in default for the benefit of creditors; or any action or proceeding commenced by or against the Party in default under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and in the case of involuntary actions filed against the Party in default the same are not discharged within sixty (60) days after the date of commencement.

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ARTICLE 13  
FORCE MAJEURE

Neither Party shall be liable for any default or delay in the performance of its obligations if and to the extent such default is caused, directly or indirectly, by fires, floods, power failures, Acts of God, act of public enemy, civil commotion, sabotage, wars, insurrections, riots, labour disturbances, strikes, lockouts, go-slow, damage to machinery on account of accident or passing of any statutory order by the eligible authority/ies, prohibiting performance of such obligation by a competent authority; and restrictions of any country affecting the performance of this agreement or any part hereof. In the event of the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. The affected Party shall inform the other party within reasonable time period of such occurrences, but not later than 15 Days. However, Parties shall be liable to allocate the revenue share collected as per the terms of this Agreement, in case Parties decided on mutual concurrence; that this Agreement cannot be executed to due to effects of Force Majeure event, which shall be considered as deemed mutual concurrence if the performance cannot be executed for a continues period of 03 Months.

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ARTICLE 14  
TERMINATION AND EXIT MANAGEMENT

14.1 Termination

This Agreement may be terminated by a Party : (i) If the Party in default is in material breach or any of its obligations under this Agreement, and has not cured such breach within the stipulated time lines for the Cure Period; written notice thereof; (ii) Party becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors- as per the terms of Events of Default; or (iii) as otherwise explicitly provided in this Agreement .

For the avoidance of doubt, as the project is spread across various locations, termination of a location pursuant to the terms of this Agreement; will not automatically terminate the Agreement for other locations, where no non- conformity is reported or any non-conformity is under the cure period.

14.2 Exit Management

1. Exit management procedure shall be applicable in the following situations or scenarios:

a) Mutual Concurrence:

Wherein Parties mutually agree that the entire Project shall be handed over to NDMC, subject to payment to CESL,calculated as per depreciated cost@10% Per annum or as defined in GFR referring category under which Electric Vehicle Charging Station will fall and addition of Present value of future expected revenue as mutually decided/agreed by both the parties.

b) Expiration:

If post expiration, Parties agree to mutually handover the project to NDMC, then procedure mentioned in 14.2 (2 ) (a) will be followed.

If Parties are unable reach on any consensus, then procedure mentioned on 14.2(2) (b) will be followed.

2. Exit Management Procedure shall be as follows:

a) Pursuant to 14.2 (a)CESL shall include handover of complete charging network, including handover of all stakeholder data. All software solutions, system licenses offered in the Agreement shall be handed over in a manner that do not restrict any usage/access of any kind of functionality

b) Pursuant to 14.2 (b)

CESL shall remove the Charging Units and other infrastructure (created by CESL)at its own cost and NDMC will ensure that CESL is provided with all the necessary permission to enter the Location. NDMC will ensure that CESL or CESL's representative will have peaceful access to the location without any hindrance, whatsoever. In case any damages is caused to CESL's Charging Unites due to the acts or omissions of NDMC, then NDMC shall be liable to pay CESL, based on the documentary evidence provided for the loss incurred by CESL as a result of such acts or omissions of NDMC.

The activities pursuant to the Exit Management will be completed within mutually decided time period, from the date of issue of notice to this effect by CESL to NDMC. However, Parties may mutually increase or decrease the execution period based on real time requirements.

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ARTICLE 15  
DISPUTE RESOLUTION

**15.1 Continued Performance**

Each Party shall continue to perform its obligations under this Agreement (including any payment obligations) pending resolution of any dispute pursuant to this Article 15. Provided that, if the dispute is with respect to any payments, neither Party shall be required to make such disputed payment(s) to the other Party so long as such dispute has been referred to the process for resolution pursuant to this Article 15; provided, that to the extent any amounts owed to either Party by the other Party are not disputed and can be segregated from amounts with respect to which there is a dispute, such undisputed amounts shall, in good faith, be identified by the Parties and paid as required by this Agreement. To the extent that any disputed amount was withheld from a Party, and such Party is ultimately found to be entitled to all or any portion of such disputed amount pursuant to this Article 15, then such Party shall be entitled to the payment of interest on any withheld amount, at an annual rate equal to SBI MCLR Reference Rate plus 2%, from the original due date for payment of such amount until the payment of such disputed amount.

**15.2 Negotiation**

If any dispute, controversy or claim arises under or relates to this Agreement or the breach, termination or validity thereof (the "Dispute"), such Dispute shall be referred by each Party to its designated senior officer for resolution upon thirty (30) Days written notice from either Party (the "Dispute Notice"). The Parties agree to attempt to resolve all Disputes promptly and equitably and to provide each other with reasonable access during regular business hours to any and all non-privileged records, information and data pertaining to any such Dispute.

**15.3 Arbitration and Governing Law**

If a dispute is not resolved amicably within 90 days of raising such dispute shall be referred to the arbitration, of single arbitrator mutually agreed between the parties. In case of dispute, if any the Arbitrator shall be appointed by the Chairman NDMC with consent of both the parties as per Arbitration and Conciliation Act 1996 (as amended from time to time). The jurisdiction of Arbitration shall be at New Delhi only. The case of arbitration proceeding shall be borne by both the parties to this agreement equally.

In case the parties fail to agree upon single arbitrator then, either of the party may approach a competent court for the appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitral tribunal shall be final and binding on the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The language of arbitration shall be English and the venue of arbitration shall be Delhi, India. This Agreement shall be governed by the laws of India and the courts of Delhi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this

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**ARTICLE 16**  
**MISCELLANEOUS PROVISIONS**

**16.1 Publicity**

CESL shall be entitled to use the name (and the logo, if any, associated with the name) of NDMC, in its customer lists, any sales, marketing or promotional material or presentation, to identify NDMC as one of the CESL's business associate for the products and services hereunder, and provide for a marketing reference. Other than the aforesaid, CESL shall have no right to use any name, mark or symbol of NDMC in any publicity release or advertising material or for any other purpose whatsoever nor shall publicize any information pertaining to this Agreement; without securing prior written consent of NDMC, which consent shall not be unreasonably withheld or delayed.

**16.2 Notices:**

(i) Wherever provision is made for the giving or issuance of any notice, instruction, consent, approval, certificate or determination by any Person, unless otherwise specified, such communication shall be in writing and shall not be unreasonably withheld or delayed. Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, typewritten or printed communication, including the agreed systems of electronic transmission.

(ii) All certificates, notices or written orders between the Parties shall either be delivered by hand against written acknowledgement of receipt, or be sent by registered acknowledgement due pre-paid post or courier or one of the agreed systems of electronic transmission. In the event of any dispute, unless such acknowledgement of receipt is provided, the communication shall be treated as not given.

(iii) All communication shall be marked for the attention of the person and to the address provided in Preamble, or to such other person or address as may be intimated by the Parties from time to time.

**16.3 Environmental Matters:**

During the Term of the Agreement, CESL shall be held responsible for any environmental contamination within/surrounding of Public Electric Vehicle Charging Station installed by CESL, its agents, employees or contractors. Necessary action as deemed fit may be initiated against M/s CESL w.r.t. Environmental Contamination. NDMC shall have no liability of any nature and under any theory of law, whatsoever, for diminution in value of the Property as it relates to environmental contamination.

**16.4 Confidentiality**

Both the parties are bind with the Indian Law/RTI Act regarding transparency w.r.t. this agreement. However, CESL shall not share any documents with the Third Party in the interest of business development/growth without taking consent of NDMC.

**16.5 Remedies**

NDIAC and CESL acknowledge and agree that each Party shall have all remedies available at law or in equity if the other Party is in default under the terms of this Agreement. If an event of default has occurred and is continuing, then NDMC, in addition to any other remedies given at law or in equity, may: (A) continue this Agreement in effect by not terminating CESL's right to access the Location and thereby be entitled to enforce all CESL's rights and remedies under this Agreement; or (B) bring an action to recover and regain possession of said Location in the manner provided under the applicable laws of eviction of the State.

**16.6 Modification: Waiver: Severability: Assignment:**

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No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion, if any provision of this Agreement is held invalid under any applicable law, such holding shall not affect the validity of remaining provisions and same shall continue in full force and effect. Neither party may assign this agreement, in whole or in part, without the prior written consent of both the non-assigning party.

**16.7 Assignment and Sub-Contracting:**

Each Party will always be responsible for its Scope of Project pursuant to this Agreement, regardless of any Sub-Contracting. For the avoidance of doubt, CESL is allowed to sub-contract any portion of the scope of work, with permission from NDMC.

**16.8 Alterations:**

Excepting the Electric Vehicle Charging Units and Related Infrastructure, CESL shall not make or permit to be made any alterations, changes in or additions to the Premises without the prior written consent of NDMC, which shall not be unreasonably withheld, conditioned or delayed.

**16.9 Signage:**

CESL signage to be installed at the Premises is represented in Annexure A and shall be in accordance with Article 5.3(h) & 5.4(b).

**16.10 Entire Agreement:**

This Agreement represents the Agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations or agreements, oral or written, regarding the subject matter hereof.

**16.11 Counterparts:**

This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same agreement. This agreement and any document or schedule required hereby may be executed by facsimile signature that shall be considered legally binding for all purposes.

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## ANNEXURE-'A'

Location of EV chargers installed in NDMC Area, New Delhi		
S NO	Location	Charger Type (kW)
1	Near ICICI Bank/Metro Gate No. 7 & 8, Block A, Inner Circle, Connaught Place, New Delhi- 110001	DC001
2	Opposite HP Petrol Pump, Block E, Middle Circle, Connaught Place, New Delhi- 110001	DC001
3	Outside Oriental Bank, Radial Road No. 7, Block M, Connaught Place, New Delhi- 110001	DC001
4	Outside Iqbal Bros., G1, Block G, Connaught Place, New Delhi- 110001	DC001
5	Outside UCO Bank, Block H, RR3, Connaught Place, New Delhi	DC001
6	Opposite HDFC Bank, M-Block, Connaught Place, New Delhi- 110001	DC001
7	Outside Devinder Collections, Shankar Market, Connaught Place, New Delhi- 110001	DC001
8	Indian Coffee House, Connaught Place, New Delhi	DC001
9	Gopal Das Building, Barakhamba Road, Connaught Lane, Barakhamba, New Delhi- 110001	DC001
10	FICCI, FICCI Chowk, Mandi House, Todermal Road Area, Mandi House, New Delhi- 110001	Combo
11	FICCI, FICCI Chowk, Mandi House, Todermal Road Area, Mandi House, New Delhi- 110001	DC001
12	Near NDMC Office, Fire Brigade Lane, Barakhamba, New Delhi- 110001	Combo
13	Near NDMC Office, Fire Brigade Lane, Barakhamba, New Delhi- 110002	Combo
14	Near NDMC Office, Fire Brigade Lane, Barakhamba, New Delhi- 110003	DC001
15	Near Woodland Showroom, Block B, Inner Circle, Connaught Place, New Delhi- 110001	DC001
16	Outside Van Heusen Showroom, Block C, Inner Circle, Connaught Place, New Delhi- 110001	DC001
17	Near Snow White, Block D, Inner Circle, Connaught Place, New Delhi- 110001	DC001
18	Opposite IVORY Mart, F Block, Inner Circle, Connaught Place, New Delhi- 110001	DC001
19	Near BPCL Petrol Pump, D Block RR5, Connaught Place, New Delhi- 110001	DC001
20	Near Croma, C Block RR5, Opposite BPCL Petrol Pump, Connaught Place, New Delhi- 110001	DC001
21	Next to PVR Plaza, H Block RR4, Connaught Place, New Delhi- 110001	DC001
22	Outside WestendVedi Tailors, Block M, Middle Circle, Connaught Place, New Delhi- 110001	DC001
23	Opposite South Indian Bank, Block E, RR6, Middle Circle, Connaught Place, New Delhi- 110001	DC001
24	Janpath Guest House, Connaught Place, New Delhi	DC001
25	Outside Bharat Sanchar Bhawan, Ashok Road, Janpath, New Delhi- 110001	DC001
26	Outside Standard Chartered Bank, Sardar Patel Bhawan, Sansad Marg, New Delhi- 110001	DC001
27	PSOI Club, Chanakyapuri, New Delhi- 110021	DC001
28	PSOI Club, Chanakyapuri, New Delhi- 110021	DC001
29	Palika Maternity Hospital, Block 11, Lodhi Colony, Near Khanna Market, New Delhi- 110003	DC001
30	Outside Jain Bhawan, 12 Shaheed Bhagat Singh Marg, Gole Market, New Delhi- 110001	DC001
31	PLAZA -1 Near Kali mandir lane, Gurudwara Road New Delhi- 110001	Combo
32	PLAZA -1 Near Kali mandir lane, Gurudwara Road New Delhi- 110001	DC001
33	PLAZA -1 Near Kali mandir lane, Gurudwara Road New Delhi- 110001	DC001
34	PLAZA -1 Near Kali mandir lane, Gurudwara Road New Delhi- 110001	DC001
35	CharakPalika Hospital, C7 Lane, MotiBagh 1, Blok F, New MotiBagh, New Delhi- 110021	DC001
36	CharakPalika Hospital, C7 Lane, MotiBagh 1, Blok F, New MotiBagh, New Delhi- 110021	DC001
37	Near baratghar, MotiBagh, Chanakyapuri, New Delhi- 110021	DC001
38	Near baratghar, MotiBagh, Chanakyapuri, New Delhi- 110021	Combo
39	Side of Hotel Clardges, Tees January Marg, Dr. API Abdul Kalam Road, New Delhi- 110003	DC001
40	Press Club of India, 1, Raisina Road, Windsor Place, New Delhi- 110001	DC001
41	Akashwani Bhawan Sansad Marg New Delhi- 110001	DC001
42	Akashwani Bhawan Sansad Marg New Delhi- 110001	Combo
43	Akashwani Bhawan Sansad Marg New Delhi- 110001	Combo

44	Opposite GoelOpticals, Khanna Market, Aligarj, Lodhi Colony, New Delhi- 110003	DC001
45	Sarojini Nagar Market, Sarojini Nagar, New Delhi- 110021	DC001
46	Near Bikanervala, Yashwant Place, Chanakyapuri, New Delhi- 110021	DC001
47	Laxmi Bai Market, Safderjung Flyover, New Delhi	DC001
48	Yashwant Place, Chanakyapuri, New Delhi- 110021	DC001
49	Dharma Marg, Block Y, Diplomatic Enclave, Malcha Market, New Delhi- 110021	DC001
50	Dharma Marg, Block Y, Diplomatic Enclave, Malcha Market, New Delhi- 110021	DC001
51	NMDC Parking, DilliHaat, West Kidwai Nagar, New Delhi- 110023	DC001
52	NMDC Parking, DilliHaat, West Kidwai Nagar, New Delhi- 110023	DC001
53	NMDC Parking, DilliHaat, West Kidwai Nagar, New Delhi- 110023	Combo
54	NMDC Parking, DilliHaat, West Kidwai Nagar, New Delhi- 110023	Combo
55	Talkatora Stadium, President's Estate, New Delhi110004	DC001
56	Talkatora Stadium, President's Estate, New Delhi110004	DC001
57	Talkatora Stadium, President's Estate, New Delhi110004	DC001
58	Talkatora Stadium, President's Estate, New Delhi110004	Combo
59	Talkatora Garden, President's Estate, New Delhi110004	DC001
60	Talkatora Garden, President's Estate, New Delhi110004	DC001
61	Talkatora Garden, President's Estate, New Delhi110004	DC001
62	Talkatora Garden, President's Estate, New Delhi110004	Combo
63	Back of Hotel Claridges, Tees January Marg, Dr. APJ Abdul Kalam Road, New Delhi- 110003	DC001
64	Back of Hotel Claridges, Tees January Marg, Dr. APJ Abdul Kalam Road, New Delhi- 110003	Combo
65	Back of Hotel Claridges, Near NDMC office, Tees January Marg, New Delhi- 110003	Combo
66	Near NDMC Office, Patika Kendra, New Delhi- 110001	DC001
67	PLAZA- 2MahatamaGhandhiSmiritiBhawan Tees Jaunary Lane	Combo
68	PLAZA- 2MahatamaGhandhiSmiritiBhawan Tees Jaunary Lane	DC001
69	PLAZA- 2MahatamaGhandhiSmiritiBhawan Tees Jaunary Lane	DC001
70	PLAZA- 2MahatamaGhandhiSmiritiBhawan Tees Jaunary Lane	DC001
71	PLAZA -3 Niti Marg( Nehru park) New Delhi	Combo
72	PLAZA -3 Niti Marg( Nehru park) New Delhi	DC001
73	PLAZA -3 Niti Marg( Nehru park) New Delhi	DC001
74	PLAZA -3 Niti Marg( Nehru park) New Delhi	DC001
75	Outside RWA Park, JorBagh Market, JorBagh Colony Road, New Delhi- 110003	DC001
76	Opposite Dory Pharmacy, Khanna Market, Aligarj, Lodhi Colony, New Delhi- 110003	DC001
77	Lodhi Garden Gate 1 New Delhi	DC001
78	Lodhi Garden Gate 1 New Delhi	DC001
79	Lodhi Garden Gate 1 New Delhi	Combo
80	Lodhi Garden Gate 1 New Delhi	Combo
81	Prithvi Raj Mkt. New Delhi	DC001
82	Khan Mkt New Delhi	DC001
83	Khan Mkt New Delhi	DC001
84	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delh. 110001	DC001
85	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delh. 110001	DC001
86	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delh. 110001	Combo
87	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delh. 110001	Combo
88	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delh. 110001	Combo
89	Outside Chelmsford Club/ Opposite CSIR Building, Rafi Marg, Sansad Marg Area, New Delh. 110001	Combo
90	PLAZA - 4 Outside of Nehru memorial, Taramandal	Combo
91	PLAZA - 4 Outside of Nehru memorial, Taramandal	DC001
92	PLAZA - 4 Outside of Nehru memorial, Taramandal	DC001
93	PLAZA - 4 Outside of Nehru memorial, Taramandal	DC001
94	PLAZA - 5 Outside Gate number 4 lodhi garden	Combo
95	PLAZA - 5 Outside Gate number 4 lodhi garden	DC001
	PLAZA - 5 Outside Gate number 4 lodhi garden	DC001



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96	PLAZA- 5 Outside Gate number 4 Iodhi garden	Combo
97	PLAZA 6 Netji Nagar ESS 33/11 New motibagh	BCC01
98	PLAZA 6 Netji Nagar ESS 33/11 New motibagh	BCC01
99	PLAZA 6 Netji Nagar ESS 33/11 New motibagh	BCC01
100	PLAZA 6 Netji Nagar ESS 33/11 New motibagh	Combo

Note: - The above locations are subject to feasibility of Load/Future prospective/Utilization Factor, the location may vary.

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IN WITNESS WHEREOF, CES and NDMC have caused this Agreement to be executed as on the date and the year first set forth above.

For and behalf of the CESL

\_\_\_\_\_  
Signature/ Seal  
Name:  
Designation:  
Company:  
Address:

For and behalf of the NDMC

\_\_\_\_\_  
Signature/ Seal  
Name:  
Designation:  
Company:  
Address:

Witness One

\_\_\_\_\_  
Signature  
Name:  
Address:

Witness Two

\_\_\_\_\_  
Signature  
Name:  
Address:

Records Division  
Date: 16.12.2022

**ITEM NO. 05 (CIVIL)**

<b>1</b>	<b>Name of the Project</b>
	Appointment of Consultant for holistic study of the water supply network of entire NDMC area for furnishing Master Plan for another 25 years
<b>2</b>	<b>Name of Department</b>
	Water Supply Division under Civil Engineering Department
<b>3</b>	<b>Brief History of the Project</b>
	<p>New Delhi Municipal Council (NDMC) is one of the statutory Municipal bodies within the state of Delhi and the area under its administration is referred to as the NDMC area, which is 3% of the total geographical area of Delhi. NDMC, covers an area of fully urbanized 42.74 Sq. Km and serves a resident population of 2,60,000 (approximate as per the Census 2011) and a large daily Floating Population of around 15,00,000 people. NDMC area has all the important Government, Judiciary, Ministry &amp; Foreign mission functionary offices along with the residential buildings.</p> <p><b>Water Supply Division Current Situation</b></p> <p>NDMC is responsible to provide water service and sewerage to the area under its jurisdiction. NDMC does not produce treated potable water and purchases bulk quantity of water from Delhi Jal Board through 18 inlet points from DJB Reservoirs as well as through direct tapings from DJB transmission mains which are directly under control of DJB and the water is stored in 26 Nos NDMC's underground reservoirs and distribute it through Boosting Pumps in two shifts having availability 01 to 03 hours. As the water mains were designed for gravity and with the passage of time same have been converted into pressurized lines which causes uneven inefficient pressure distribution in the municipal water network. There is sufficient scope for improvement in real time monitoring over the quality of bulk purchased water in place of existing random sampling of water, carried out by NDMC to meet out the expectation of modern city water supply system.</p> <p>All the Electrical, Mechanical and Field Control system were installed way back &amp; kept operational by repairing or replacing the mechanism after its defined useful life period with the objective of manual operation and existing pump room has little scope for any automation in system upgradation without overlooking the existing functioning. The new consideration of design is the immediate &amp; prime requirement of time, for keeping the water distribution as per requirement of consumer satisfaction. The approximate length of water network in NDMC area is about 480 km with pipe size varying from 2" to 24" diameter.</p> <p>Non-Revenue Water had been studied and is estimated at around 40% (29% real &amp; 11% commercial) as the existing distribution system is old and since then no major asset renewal plan is implemented to work on this section.</p> <p>From last two years, often water crises has been faced in NDMC area and it had become difficult to manage the daily water distribution as per satisfaction of users, as the water shortage felt during this summer reached to one of the worst hit ever seen by field team of NDMC water supply from DJB water supply end. To meet out such type of any repetition of water crisis in future, it is necessary for effective distribution of water by working on Non Revenue Water (NRW) reduction as well as Unaccounted for Water (UFW). Accordingly, it becomes necessary to assess the present water distribution system with respect to faced water shortfall from DJB and make the system upto the mark with present as well as future requirement with upto date modernization by using latest IT equipments/ instrumentation along with enhancement of present underground water storage capacity requirement felt by field team at the time of any water supply disruption reported by Delhi Jal Board (DJB).</p> <p>Being a municipal body of capital city, it is obligation of the civic body to provide best in class services to its consumers and the water supply system of NDMC originally planned &amp; was laid way back with the formation of city &amp; later on</p>

	<p>upgraded as per requirement felt on ground in piece meal. In the present scenario, it has seen that a lot of changes have been occurred in water sector with active involvement of IT enabled instrument &amp; accessories for efficient operation with related data. The urban local bodies are investing heavily on their water supply system modernization not only in foreign countries but some Indian cities have already achieved and delivering the performance to their residents and many more cities are waiting to deliver the level of service for meeting the set standards in Water Sector as they are working on their water service sector as their core thrust area. NDMC has made so many efforts to get increase the intake of water from DJB but could not be achieved. By working on NRW reduction we may generate additional water upto consumer end through elimination of considerable losses. Now for providing best in class service, it is essential to study the existing water infrastructure under New Delhi Municipal Council for meeting the service level benchmarks setup by MOHUA considering the future requirement for 25 years time period i.e. till 2047 including enhancement of underground water storage and automation with latest technology and SCADA.</p> <p>NDMC was selected by the Ministry of Housing &amp; Urban Affairs (MOHUA) for the Smart City mission, the mission was an urban renewal and retro-fitting program to make it citizen friendly and sustainable in all civic amenities including water facility for which Ministry of Housing &amp; Urban Affairs fixed the service level benchmark &amp; NDMC being a part of Smart City Mission needs to achieve the service level benchmark of MOHUA.</p>
4	<p><b>Detailed Proposal on the Subject/Project</b></p>
	<p>From the facts stated above, it is clear that the study of existing water system is required to generate additional water by reducing NRW and UFW (by reducing water distribution losses), to meet the gap in achieving the water sector improvement with comparison to the city already achieved or working on their improvement program and keeping the water distribution supply as wholesome water upto doorsteps of each consumer (improved minimum drinking water supply) in sufficient quantity with the objective of achieving the service level benchmarks, the immediate engagement of consultant is required with the following scope of work:</p> <ul style="list-style-type: none"> <li>• To study and provide the reports for the present condition of water supply system incorporating entire water distribution grids (in whole NDMC area alongwith JJ Clusters) with all its fixtures, assessment related to the life, size adequacy, hydraulic parameters, the pumping/ boosting system, study of existing UGRs pressure controlling devices (pump-sets, valves, etc.) and fixture, consumer service connections, pipelines, electrical and mechanical control, study and comparison of service level benchmarks of present water system with the standards.</li> <li>• Preparation of DPR with recommendations of all the works immediately required in coming five years with the overall roadmap of 25 years (in five phases having each phase for action plan of five years block) requirement for achieving/ fulfilling the service level benchmarks for Urban Water Supply by considering shortcoming/ deficiency found during the study of existing water network w.r.t. the Standards/ Manuals/ Policies. Remodelling of the water distribution network for design period of the next 25 years along with enhancement of existing underground water storage capacity if requires so with a detailed capacity of site selection. The study also includes making the water supply system user-friendly by introducing the Smart Solutions such as SCADA, automation, real-time monitoring and assessment of various parameters of hydraulics and quality. DPR is to be in accordance with provisions/ frameworks of CPHEEO, MOHUA and other prominent organisations. Also the acceptance/ approval of DPR from NDMC and other institutions (if required) as directed.</li> </ul>

5	<b>Financial Implication of the proposed Project</b>	
	Tentative cost for Consultancy Services is considered as about Rs. 3.5 Crores at Preliminary Level.	
6	<b>Implementation Schedule with Time Limits for such stage including Internal Proceedings</b>	
	<b>Sr. No.</b>	<b>Activity</b>
	<b>For Consultancy Services Work</b>	
1.	Preparation of RFP	20 days after initial go ahead by Council
2.	Publication of Final RFP for appointment of Consultant (including concurrence of Planning, Finance & Law Department)	Within 03 days after acceptance of RFP from Competent Authority, NDMC
3.	Finalization of Qualified Consultant by TEC	60 to 70 days after last date of Bid Submission
4.	Award of Consultancy job	Within 10 days after approval of Council as well as vetting of Minutes of meeting
5.	To study and provide the reports for the present condition of water supply system incorporating entire water distribution grids (in whole NDMC area alongwith JJ Clusters) with all its fixtures, assessment related to the life, size adequacy, hydraulic parameters, the pumping/ boosting system, study of existing UGRs pressure controlling devices (pump-sets, valves, etc.) and fixture, consumer service connections, pipelines, electrical and mechanical control, study and comparison of service level benchmarks of present water system with the standards.	08 months
6.	Preparation of DPR with recommendations of all the works immediately required in coming five years with the overall roadmap of 25 years (in five phases having each phase for action plan of five years block) requirement for achieving/ fulfilling the service level benchmarks for Urban Water Supply by considering shortcoming/ deficiency found during the study of existing water network w.r.t. the Standards/ Manuals/ Policies. Remodelling of the water distribution network for design period of future 25 years along with enhancement of existing underground water storage capacity if requires so with a detailed capacity of site selection. The study also includes for making the water supply system user-friendly by introducing the Smart Solutions such as SCADA,	DPR of 1st Five (05) years (1st Phase), One (01) month after the acceptance of comprehensive inception report as above (Sr. No. 5).

	automation, real-time monitoring and assessment of various parameters of hydraulics and quality. DPR is to be in accordance with provisions/ frameworks of CPHEEO, MOHUA and other prominent organisations. Also the acceptance/ approval of DPR from NDMC and other institutions (if required) as directed.
<b>7</b>	<b>Final Comments of Finance Department on the subject</b> The proposal of the department is for seeking Approval-In-Principal and being an administrative decision therein, department may submit its proposal before the Council for consideration in the proposal. However, while seeking approval, the department may ensure (i) compliance to directions of the Chairperson, NDMC vide Note#6, and (ii) proposal be examined by departmental Associate Finance i.e AO/Sr.AO(Works).
<b>8</b>	<b>Legal Implication of the subject/project</b> No legal issue is involved
<b>9</b>	<b>Details of previous Council Resolutions, existing law of Parliament and Assembly on the subject</b> -NIL-
<b>10</b>	<b>Final Comments of Law Department on subject</b> Having examined the draft agenda from the Legal point of view, it is observed that the draft agenda is primarily technical & administrative in nature and no legal issue is involved. Thus the agenda may be placed before the Council for its consideration, further; the department may ensure the correctness of facts & figures and compliance of the CVC and other guidelines on the subject, if any.
<b>11</b>	<b>Certification by the department that all CVC guidelines have been followed while processing the case</b> All CVC guidelines shall be adhered to while processing the case.
<b>12</b>	<b>Recommendations</b> Study of existing water system becomes compulsory to generate additional water by reducing NRW and UFW (by reducing water distribution losses), to meet out the gap in achieving the water sector improvement with compare to the cities already achieved or working on their improvement program on fast track of execution to achieve the service deliverance to their residents of minimum guaranteed filter water supply. Accordingly, keeping the NDMC water distribution supply as wholesome water upto doorsteps of each consumer (improved minimum drinking water supply per capita) in sufficient quantity with the defined objective of service level benchmarks, the immediate engagement of consultant requirement is recommended. Department may go ahead with the preparation & publishing Request for Proposal for appointment of Consultant for fulfilment of above cited subject work. Duly selected consultant will study and provide report for present condition of Water Supply Division for acknowledgment of NDMC. Subsequently, Consultant shall have to take the work of preparation of DPR considering roadmap of 25 years (in five phases having each phase for action plan of five years block) having the schedule of priority work immediately required in coming five years &

	later stages for achieving/ fulfilling the service level benchmarks for Urban Water Supply & retaining the edge of NDMC in service deliverance to their residents.
13	<p><b>Draft Resolution</b></p> <p>Council has resolved that</p> <ol style="list-style-type: none"> <li>1. Allow to engage the Consultant for holistic study of the water supply network, focusing on likely challenge of entire NDMC area filtered water sector &amp; to prepare the Master Plan of coming 25 years. Department is allowed to go ahead for the subject matter &amp; assign the job by calling Request for Proposal (RFP) .</li> <li>2. The Department may initiate further necessary action in anticipation of confirmation of the minutes of the Council</li> </ol>

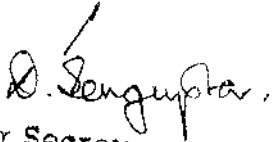
#### COUNCIL'S DECISION

Resolved by the Council to accord approval to engage the Consultant for holistic study of the water supply network, focusing on likely challenge of entire NDMC area filtered water sector & to prepare the Master Plan of coming 25 years.

The Council further directed to only engage Public Sector Undertakings of the Govt. of India or any other agency / organizations of Govt. of India for consultancy work.

The Council also approved to go ahead on this matter and assign the job by calling Request for Proposal (RFP).

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

  
 For Secretary  
 New Delhi Municipal Council  
 New Delhi.

**ITEM NO. 06 (CIVIL)**

1. **Name of the Subject / Project:-**  
Partnering with NDMC for its development as an "Art Conscious space".
2. **Name of the Department:-** Civil Engineering Department. ( E- file No 118538).
3. **Brief History of the Subject / Project:-**

NDMC has received several correspondences from the G20 Secretariat and other higher authorities related to Up-gradation and Improvement of Infrastructure in NDMC area in view of the ensuing G20 Presidency and its related events in New Delhi. Several rounds of meetings have been held in this regard at G20 Secretariat, Sushma Swaraj Bhawan, New Delhi. In line with the discussions held in these meeting a comprehensive review of the existing infrastructure especially the major roads needs to upgrade and providing of sculpture at prominent location to showcase the art and Culture of India were aroused.

The proposal for comprehensively improvement of 41 roads including in the proposal of improvement of road infrastructure, replacement of signage, improvement of pavements, provision for roadside furniture, improvement of roadside greenberms and roundabouts with proper illumination of roads and pedestrian pathways alongwith installation of Statue were approved by the Council vide item no. 15 (Civil-I) dated 27/07/2022, approved agenda placed herewith (**copy annexed at Annexure A**) (**See pages 91 - 98**) and resolved by council as below:

*i) A/A & E/S for the work of Redevelopment of roads and roundabouts in NDMC area including pavement, green berms and illumination with one year maintenance amounting to Rs. 85.02 Crores.*

*ii) The work is to be carried out through a composite tender on percentage rates basis for civil, electrical and horticulture works. The work of "Sculpture and Arty promotion work" will be designed & executed separately being specialized work. The expenditure will be charged to Head of A/c 21:412.40.00.*

*iii) To process DE, NIT and tenders for award of work. The Council also advised to review and enhance the scope of work related to sculpture & art promotion work and revise the estimate for the same, if necessary.*

*It is further resolved by the Council that the departments concerned may initiate further necessary action on the decisions taken by the Council as above, in anticipation of confirmation of the minutes.*

Accordingly, EE(R-I) have initiated the tender process for composite work for redevelopment of roads and roundabouts in NDMC area including pavement, green berms, and illumination with one year maintenance. For installation of Sculpture and Art promotion work, the advise / help of National Gallery for Modern Art which is Prominent Institute of Country and repute in this field with tremendous expertise in the matter, is to be taken.

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

a) In pursuance the approval of council and as per detailed brief above, it is proposed for installation of Sculpture and Art promotion work, the advise/ help of National Gallery for Modern Art which is Prominent Institute of Country and repute in this field with tremendous expertise in the matter, is to be taken.



Accordingly Director General, National Gallery for Modern Art (Ministry of Culture, Govt. of India) is requested vide letter dated 26.09.2022 (**copy annexed at Annexure B**) (**See page 99**) to consider the consent of NDMC as partnership for assisting and development of NDMC area as an Art Conscious Urban Space, as below:-

"This is with reference to our earlier interaction on abovementioned concept and follow up discussion held between Chairman NDMC and DG, NGMA to develop the national capital of India i.e. NDMC area into an art conscious urban space symbolic of the national aspiration and reflecting a new modern India with its history and culture enlivened in the hearts of its citizens who continue to be inspired by our freedom struggle. NDMC had earlier; in its budget 2021-22 had taken up an initiative titled "Art with Heart" for this purpose. Now NDMC intends to take this up on priority keeping in view the upcoming G-20 Summit in New Delhi.

NDMC realizes that acquisition of art and related products is not a routine process in view of their creative elements leading to non-standardized specifications and the individual oriented quality parameters. Considering the eminent status of National Gallery of Modern Art (Ministry of Culture, Govt. of India) in the field of art and culture with its headquarter in NDMC area, we look at NGMA as the natural partner in achievement of this nation building initiative.

Accordingly it is requested to indicate consent of the NGMA to partner in this initiative along with draft terms and conditions for the purpose.

b) The NDMC's proposal for the aforesaid matter has been considered by the NGMA by their consent letter dated 27.09.2022 along with draft term and conditions of partnership for consideration of NDMC (**copy letter dated 27.09.2022 is annexed at Annexure C**) (**See pages 100 – 101**).

c) NGMA has as desired and drafted the Terms & Conditions for proposed partnership between NDMC and NGMA for the development of NDMC as an "art Conscious space" as below:-

- i. NGMA shall support NDMC by providing, technical input, art related know-how and related advice as may be necessary from time to time.
- ii. NGMA will get prepared an appropriate development plan/concept for priority projects in consultation with NDMC.
- iii. NGMA and NDMC will constitute a Steering Committee for taking the project forward with a nodal officer nominated from each side, which will coordinate and decide upon any implementation issue.
- iv. On approval of the concept plan by NDMC, NGMA will constitute an Acquisition Committee comprising of such experts as it deems fit. This committee would identify such artist and institutions which are capable of delivering various components of the intended projects, compare their proposals and identify the most suitable one for NDMC.
- v. On Identification of the appropriate source(s), the committee will obtain financial implication from them and recommend the most suited option along with associated term and conditions to NDMC.
- vi. On receipt of recommendation of source, financial implication and associated terms and conditions, NDMC will approve the same under its financial competence and ensure disbursement to the concerned agencies. No financial disbursement shall be made directly to NGMA.
- vii. Considering this initiative of national importance and all disbursement being made directly by NDMC, NGMA shall not charge any consultancy fee or departmental charges. Any incidental expenses, if required shall be intimated to NDMC with advice for disbursement.

5. **Financial implications of the proposed subject / project-**  
Rs. 5.0 crore as approved vide agenda item no. 15 (Civil-I) dated 27.07.2022.
6. **Implementation schedule with timelines for each stage including internal processing.**  
The schedule period for completion of the work will be decided by NGMA after discussion of the scheme with a reputed Artist in Country.
7. **Final Comments of Finance Department on the subject vide note#16 dated 17.10.2022 and departmental comments vide note#21 dated 18.10.2022**

**Comments of the Finance:**

- i. The department has prepared a draft agenda (placed under ToC No. 837938) for consideration and seeking approval of the Council to engage National Gallery of Modern Art (Ministry of Culture, Govt. of India) for the work of Partnering with NDMC for its development as an "art conscious space".
- ii. The proposed work is the part of already approved PE amounting to Rs.85.02 Crores vide item no. 15 (Civil-I) dated 27.07.2022.
- iii. Considering the eminent status of NGMA in the field of art and culture with its headquarter in NDMC Area, the Chairperson, NDMC under Note # 5 has given approval to obtain consent of the NGMA to be the natural partner in achievement of the proposed work of nation building initiative.
- iv. Vide letter dated 27th September 2022 NGMA has given consent and forwarded their terms and conditions. Para-7 of said T&C states that "Considering this initiative of national importance and all disbursements being made directly by NDMC, **NGMA shall not charge any consultancy fee or departmental charges. Any incidental expenses, if required shall be intimated to NDMC with advice for disbursement**".
- v. Since no financial implications are involved in engagement of NGMA for the work of partnering with NDMC for its development as an "art conscious space", the department may submit its proposal for seeking approval as recommended by CEC-I vide Note#13. While seeking approval, the department may ensure and certify the following:- (i) relevant certification under Rule 194 of GFR 2017 has been recorded by the department, being a single source selection, (ii) the proposed work will be completed well before the start of G-20 Summit, for which a timeline need to be placed on record, (iii) The terms and conditions of NGMA have been examined by the department and are acceptable to NDMC, (iv) No undue benefit is being extended to any of the particular firm/agency, and (v) keeping in view of the directions of the Chairperson, NDMC vide Note#5, the last sentence of the sub-para no.4 of Para-4 of the proposed draft agenda (at ToC No.837938) i.e. "NDMC would be willing to bear the financial implications of the projects emerging under this initiative", **need to be deleted.**
- vi. *Further, the department is advised to incorporate verbatim comments of the FD (as above Sl. No.1 to 5), and comments of the department thereupon under the relevant column of the proposed draft agenda (placed under at ToC No.837938) in non-editable format.*

**Reply of the Department:**

This is with reference to the Note#16 of the Finance Department, the case has been concurred by the FD subject to some clarifications which are submitted as below:

Point No. 1 to 3 : Being a matter of record.  
 Point no. 4 : Needful done  
 Point No.5 :

i. The NGMA (Ministry of Culture, Government of India) is an eminent single source agency in the field and is the Central Government Organization for such natural partner without consultancy fee, permitted under the Rule 194 (iv) of GFR 2017.

ii. It is ensured that department will try to complete the work within the timeline given by NGMC for the G-20 summit however, the timeline for (specialized work) depends on the art selected by the authority, material and intrinsic design.

iii. The terms and conditions of the NGMA has been examined by department and are acceptable to NDMC.

iv. No undue benefit is being given to any particular agency / firm.

v. Necessary corrections has been made in the Draft Agenda.

Point No. 6 : Needful done.

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

---NA---

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

Item No. 15 (Civil-1) dated 27-07-2022

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

Law Department has examined the agenda at note#28 and no legal issue is involved.

**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 recommended to be placed before the council for consideration and to Accord approval to have the partnership of NDMC with National Gallery of Modern Art (Ministry of Culture, Govt. of India) for its development as an "Art Conscious Urban Space" as per the terms and conditions proposed by NGMA.

**13. Draft Resolution:-**

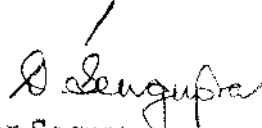
Resolved by the Council that the partnership of NDMC with National Gallery of Modern Art (Ministry of Culture, Govt. of India) for its development as an "Art Conscious Urban Space" is accepted as per the terms and conditions proposed by NGMA.

**COUNCILS DECISION**

Resolved by the Council that the National Gallery of Modern Art (Ministry of Culture, Govt. of India) be engaged as an advisory body for procurement of sculptures / artefacts. Accordingly, the draft MoU may be modified suitably.

The Council also directed that after finalization of items recommended by NGMA. The matter be placed before the Council.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

  
For Secretary  
New Delhi Municipal Council  
New Delhi.

ITEM NO. 15 (CIVIL-I)

1. Name of the Project:

Redevelopment of roads and roundabouts in NDMC area including pavement, green berms, and illumination with one year maintenance in light of the upcoming G20 Presidency related events in Delhi.

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

3. Brief History of the Project: -

Letter No. 73809/G20CC/2022 dated 3<sup>rd</sup> June 2022 received from G20 Chief Coordinator, G20 Secretariat, MEA, New Delhi. (Annexure I, See pages 210 - 211)

NDMC has received several correspondences from the G20 Secretariat and other higher authorities related to upgradation and improvement of infrastructure in NDMC area in view of the ensuing G20 Presidency and its related events in New Delhi. Several rounds of meetings have been held in this regard at G20 Secretariat, Sushma Swaraj Bhawan, New Delhi.

In line with the discussions held in these meeting a comprehensive review of the existing infrastructure especially the major roads have been done. Accordingly, 41 major roads having maximum impact have been identified and a proposal has been prepared for redevelopment of these roads. The proposal comprehensively covers all elements such as improvement of road markings & infrastructure, replacement of signage, improvement of pavements, provision for roadside furniture, improvement of roadside green berms and roundabouts with proper illumination of roads and pedestrian pathways. The proposal also includes maintenance of this upgraded infrastructure for a period of one year.

The list of 41 roads including in the proposal has been provided as "Annexure-II" (See page 212)

4. Detailed proposal of the Project: -

Due to time constraint, comprehensive approach is proposed to complete all Civil, Electrical and Horticulture related works under composite tender. Accordingly, a composite estimate for Redevelopment of roads and roundabouts in NDMC area including pavement, green berms and illumination with one year maintenance in light of the upcoming G20 Presidency related events in Delhi was framed. The scope of expenditure likely to incur on Survey, Conceptual plan, design, and drawing is also taken in this preliminary estimate. It is also proposed that a committee constituted

~~27~~ 92

for the said project will recommend designs and planning before execution of work at site.

A Preliminary Estimate for the composite work amounting to Rs. 85.02 Cr. has been prepared for inviting the composite tender on percentage rate basis and to take up design and Sculpture work separately. The estimate has been prepared based on survey by the field staff of road division, electrical division and horticulture department. The estimate has been finalised in discussion with all SE's, Dir.(Hort. -N&S) and the tentative quantities of each item have been taken accordingly in the Abstract of Quantities.

The major items taken in Civil Engineering works are as under:

- (a) Dismantling works
- (b) Repair to CC footpath
- (c) Repair of Red sand stone footpath
- (d) Replacing CC and Red sand stone kerb stone
- (e) P/F M.S. Railing
- (f) Repair/Replacement of signages.
- (g) Street furniture like benches.
- (h) Bollards, Solar studs, delineators etc.
- (i) Laying pipe lines for obtaining irrigation connections from CPWD unfiltered lines as per site feasibility.
- (j) Sculpture and Art Promotion Work.

The major items taken in Electrical works are as under:

- (a) Pedestrian Lights
- (b) Missing/damaged street light poles.
- (c) Uplighters for illumination of trees and sculptures.

The major items taken in Horticulture works are as under:

- (a) Development of road side area and roundabouts into green areas.
- (b) Maintenance of road side area for one year

The quantities taken in the scope of work are tentative as will be worked out on approval of final design and planning though consideration has been taken in proximity as per present site conditions and specifications of existing material. In tender, it will also propose in this agenda for consideration that if any deviation or any extra items required to execute the work, the rates will be paid at the same quoted below percentage on DSR rates as well as market rates minus percentage below as quoted by the successful bidder and approved by NDMC.

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- 28 -

The breakup of preliminary estimate into various components is as under:

Sr. No.	Name of Work	Amount (in Rs.)
1	Upgradation of Roads (Civil works)	46.60 Crores
2	Upgradation of Street Light (Elect. Works)	9.96 Crores
3 (a)	Horticulture Work (North)	9.97 Crores
(b)	Horticulture Work (South)	11.14 Crores
4	Survey, Conceptual plan, design and drawing @ 2% of Civil & Horticulture i.e. on 61.11 Cr.	1.35 Crores
5	Maintenance for Civil works	1.00 Crores
6	Sculpture and Art Promotion Work	5.00 Crores
<b>Total Amount</b>		<b>85.02 Crores</b>

5. FINANCIAL IMPLICATIONS OF THE PROJECT:

Expenditure of Rs. 85.02 Crore (Approx.) will be charged to the Head of A/c 21: 412.40.00.

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

Award of work : Two  
 Months Execution : Four  
 months  
 Maintenance : One year

7.(a) FINAL COMMENTS OF THE FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NUMBER & DATE.  
(C.No.113782/Finance dated 23/7/22)

- A. In view of the urgency shown being G-20 Presidency and its related events, Finance Department concurs in the proposal of the department for seeking approval of the Council, as checked by the SE(Planning) & AO(Works)-I duly recommended by CEC-I.
- B. It is intimated by the Department that the work of "Sculpture and Art Promotion Work", will be processed & executed separately being specialized work.
- C. As per scope of work, defined by the department it seems that the majority of the work is related to repairs of existing infrastructure, thus, the department may ensure & certify that (i) there is no duplicity in the proposal which has been overlapping the regular work of the department, as such the cases of re-surfacing of (a) 8 Avenue roads and (b) 12 roads are under process of execution. If any, regular repair, and maintenance work is undergoing on these roads, it may be ensured that the same have been duly factored in, so as to avoid duplication, and (ii) the proposed works cannot be

executed under the AR & MO estimate of the respective divisions of Civil, Elect. And Hort. Deptt.

- D. Since the horticulture department has taken numbers of project in the past for development of roadside/round about greenery as such Civil Department in consultation with Horticulture department may ensure and certify that there is no duplicity in the proposed scope of work.
- E. Although, the expenditure has been proposed to be charged under the Chart of Account-21:412.40.00, the department may explore the possibilities to charge the proposed expenditure on development works under the Smart City Project.
- F. While seeking approval, the department may ensure and certify the following:
  - i. Proposal is for minimum & as per actual site requirement.
  - ii. The estimate has not been inflated in terms of quantities and rates.
  - iii. The proposed work is within the responsibilities of NDMC and cannot be executed departmentally.
  - iv. All codal formalities as is followed for a construction work, and correctness of facts, information, and computation of data.
  - v. Adequacy of sufficient funds.

7.(b) COMMENTS OF THE DEPARTMENT ON THE COMMENTS OF THE FINANCE DEPT.

As regards to duplicity of works, all the concerned Departments shall note for strict compliance on approval of this project and the payment shall be made as per actual work done at site under this project. Since work involves mainly of repair/replacement/redevelopment as per scope detailed above and not feasible to consider as smart roads work for smart city project.

8. LEGAL IMPLICATION OF THE SUBJECT/PROJECT:

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9. DETAILS OF PREVIOUS COUNCIL RESOLUTIONS, EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THIS SUBJECT:

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

No legal issue involved

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

It is certified that the facts and figures provided are correct and all Central Vigilance Commission (CVC) guidelines have been followed while processing the case.



~~86~~ - ~~56~~ -**12. RECOMMENDATIONS:**

The case is placed before the Council for following: -

- (i) A/A & E/S for the work of Redevelopment of roads and roundabouts in NDMC area including pavement, green berms, and illumination with one year maintenance amounting to Rs. 85.02 Crores.
- (ii) The work is proposed to carry out through a composite tender on percentage rate basis for civil, electrical and horticulture works. The work of "Sculpture and Art Promotion Work" will be designed & executed separately being specialized work. The Expenditure will be charged to Head of A/c 21:412.40.00.
- (iii) To process DE, NIT and tenders for award of work in anticipation of confirmation of minutes of this Council Meeting.

**COUNCIL'S DECISION**

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

- (i) A/A & E/S for the work of Redevelopment of roads and roundabouts in NDMC area including pavement, green berms, and illumination with one year maintenance amounting to Rs. 85.02 Crores.
- (ii) The work is to be carried out through a composite tender on percentage rate basis for civil, electrical and horticulture works. The work of "Sculpture and Art Promotion Work" will be designed & executed separately being specialized work. The Expenditure will be charged to Head of A/c 21:412.40.00.
- (iii) To process DE, NIT and tenders for award of work.

The Council also advised to review and enhance the scope of work related to sculptures & art promotion work and revise the estimate for the same, if necessary.

It is further resolved by the Council that the departments concerned may initiate further necessary action on the decisions taken by the Council as above, in anticipation of confirmation of the Minutes.

*D. Sengupta*

For Secretary  
New Delhi Municipal Council  
New Delhi.

G20 मुख्य समन्वयक  
G20 CHIEF COORDINATOR

Tel : 2410-0146 / 2410-0147



ANNEXURE  
G20 सचिवालय  
G20 SECRETARIAT  
विदेश मंत्रालय  
MINISTRY OF EXTERNAL AFFAIRS  
नई दिल्ली-110029  
NEW DELHI-110 021

No. 73809/G20CC/2022

3 June 2022

Dear *Bhupinder,*

As you are aware, India will assume the Presidency of the G20 from 1 December 2022. The usage and promotion of clean and green energy would be an area of special emphasis and focus for our Presidency. About 190 meetings are proposed to be held across India during our Presidency year, of which about 15 meetings at Working Group/Ministerial levels, are expected to be held in New Delhi, culminating in the G20 Summit in Delhi in October/November 2023.

2. During our Presidency year, the broad elements of our efforts in this direction would be the following:

- (i) Upgrading New Delhi/NDMC façade to reflect G20 logo.
- (ii) Zero Carbon Footprint on Summit Days.
- (iii) Delhi/NDMC to use only renewable energy on Summit days (IECC Pragati Maidan).
- (iv) Incentivize renewable energy consumption in NDMC area.
- (v) Recyclable/Green Material to be used at Summit Venue.
- (vi) Use of EVs at Summit Venue and Shuttle Buses.

3. In this context, it is requested that NDMC's comments on feasibility of the above mentioned measures could kindly be conveyed at the earliest, along with the name and contact details of the nodal Officer in NDMC with whom G20

~~97-~~  
~~211-32-38-~~

Secretariat could thereafter follow up for implementation of the decisions taken, during the ongoing preparatory phase as well as throughout our G20 Presidency year.

*With warm regards*

Yours sincerely,



(Harsh Vardhan Shringla)

V-24011/450/2022-R-I (CIVIL)

**Shri Bhupinder Singh Bhalla**  
Chairman  
NDMC  
Email: [chairperson@ndmc.gov.in](mailto:chairperson@ndmc.gov.in)

785268/2022/CRI/15401e (Civil-I)

~~33~~ - ~~212~~  
~~39~~ - ~~212~~  
 List of roads in Roads 2022-R-1 (Civil) - 98

ANNEXURE-II

Sr. No.	Name of Roads
1	Raisina Road
2	Gurdwara Rakab Ganj
3	Mother Teresa Crescent Road (Road-North)
4	Old R.K. Ashram Marg(MTC to SBBMR road)
5	Sansad Marg
6	Rafi Marg
7	Pt. Pant Marg
8	B.K.S Marg
9	C-Hexagon
10	Dr. Zakir Hussain Marg
11	Tilak Marg
12	Ferozshah Road (Mandi House to K.G. Marg)
13	Ferozshah Road (K.G. Marg to Windsor Place)
14	Barakhamba Road
15	Tolstoy Marg (Barakhamba Road to K. G. Marg)
16	Tolstoy Marg (K. G. Marg to Sansad Marg)
17	Kasturba Gandhi Marg
18	Ashoka Road
19	Janpath Road (Road-North)
20	Connaught Place Roads
21	Shanti Path
22	S. P. Marg
23	Dara Sikhoh Road
24	Malcha Marg
25	Kamal Attaturk Marg
26	Nyay Marg
27	Teen Muri Marg
28	Vinay Marg
29	Africa Avenue upto Under Bridge
30	Rizal Marg
31	Africa Avenue Marg
32	Aurobindo Marg
33	Moulana Azad Road
34	Safdarjung Marg
35	A. P. J. Abdul Kalam Marg
36	Lodhi Road
37	Subramanium Bharti Marg
38	Shahjahan Road
39	Prithviraj Road
40	Janpath Road (Road-South)
41	Mother Teresa Crescent Road (Road-South)

~~34~~ - 99 -  
~~46~~ANNEXURE B

To

The Director General  
National Gallery of Modern Art  
New Delhi 110001

Sub Partnering with NDMC for its development as an "art conscious urban space".

Dear Sir,

This is with reference to our earlier interaction on abovementioned concept and follow up discussion held between Chairman NDMC and DG, NGMA to develop the national capital of India i.e. NDMC area into an art conscious urban space symbolic of the national aspiration and reflecting a new modern India with its history and culture enlivened in the hearts of its citizens who continue to be inspired by our freedom struggle. NDMC had earlier in its budget 2021-22 had taken up an initiative titled "Art with Heart" for this purpose. Now NDMC intends to take this up on priority keeping in view the upcoming G-20 Summit in New Delhi.

2. NDMC realizes that acquisition of art and related products is not a routine process in view of their creative elements leading to non-standardized specifications and the individual oriented quality parameters. Considering the eminent status of National Gallery of Modern Art (Ministry of Culture, Govt. of India) in the field of art and culture with its headquarter in NDMC area, we look at NGMA as the natural partner in achievement of this nation building initiative.

3. Accordingly it is requested to indicate consent of the NGMA to partner in this initiative along with draft terms and conditions for the purpose.

This issues with the approval of Chairman, NDMC

With regards

  
(Er. Sanjay Arora)  
Chief Engineer (Civil-I)

Copy to:-

- 1) PS to Chairman - for kind information please
- 2) PS to Secretary - for kind information please.
- 3) S.E.(Roads) South.

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ANNEXURE - C

F.No. 490056/2022/NGMA  
राष्ट्रीय आधुनिक कला संग्रहालय  
(संस्कृति मंत्रालय, भारत सरकार)  
NATIONAL GALLERY OF MODERN ART  
(Ministry of Culture, Government of India)

Dated the 27<sup>th</sup> September 2022

To,  
Er. Sanjay Arora  
Chief Engineer (Civil-1)

Sir,

**Sub: Partnering with NDMC for its development as an "art Conscious space"-reg.**

The undersigned is directed to refer to your letter vide e-file No. 118538 dated 26.09.2022 and to convey the consent of NGMA to partner with NDMC for assisting in development of NDMC area as an art conscious urban space.

- As desired, the draft terms and conditions of the partnership is attached for kind consideration of NDMC.
- This issues with the approval of DG, NGMA.

Yours faithfully,

27/09/22  
(Dr. Jyoti Tokas)  
Curator & HoO

*Put up to Arora  
then to seek approval  
Secy/Socys*

*F.E (R II)*

*[Signature]*  
27/9/22

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**DRAFT**

**Terms and conditions for proposed partnership  
between NDMC and NGMA for the development of NDMC as an "art Conscious space"**

1. NGMA shall support NDMC by providing, technical input, art related know-how and related advice as may be necessary from time to time.
2. NGMA will get prepared an appropriate development plan/concept for priority projects in consultation with NDMC.
3. NGMA and NDMC will constitute a Steering Committee for taking the project forward with a nodal officer nominated from each side, which will coordinate and decide upon any implementation issue.
4. On approval of the concept plan by NDMC, NGMA will constitute an Acquisition Committee comprising of such experts as it deems fit. This committee would identify such artists and institutions which are capable of delivering various components of the intended project, compare their proposals and identify the most suitable one for NDMC.
5. On identification of the appropriate source(s), the committee will obtain financial implications from them and recommend the most suited option along with associated terms and conditions to NDMC.
6. On receipt of recommendation for source, financial implications and associated terms and conditions, NDMC will approve the same under its financial competence and ensure disbursal to the concerned agencies. No financial disbursements shall be made directly to NGMA.
7. Considering this initiative of national importance and all disbursements being made directly by NDMC, NGMA shall not charge any consultancy fee or departmental charges. Any incidental expenses, if required shall be intimated to NDMC with advice for disbursement.

**ITEM NO. 07 (Health)**

Sanitary Ordinance Meeting  
 Dated: 16.12.2022

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

**Operation, Repair and Maintenance of existing PTUs / CTUs/Garbage stations/Roll call centers in lieu of Advertisement Rights in NDMC area on PPP Model.**

**2. Name of the Department: - Swachhta Division under Health Department. (E- file No 112936).****3. Brief History of the Subject / Project:-**

(a). Under 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, NDMC has constructed 342 Nos. of PTUs, CTUs in the area, 142 Nos. PTUs, CTUs are being maintained by the concessionaires. For remaining 200 PTUs, CTUs and RFP for Operation, Repair and Maintenance and 17 nos. of garbage stations, roll call centers in lieu of Advertisement rights in NDMC area on PPP Model has been proposed as per direction of Competent Authority.

(b) The Operation & Maintenance of PTUs/CTUs facility is closely linked to needs to public in the area, O&M of Public Toilets / Community Toilets are different than the same in building which serves different visitors. The toilet cleaning is a regular Operational process for ensuring functionality / usability and quality of service delivery. O&M of a toilet facility includes several activities like cleaning, provision of consumable items, dedicated staff for the facility, undertaking repairs & replacement etc.

(c) Accordingly, A Technical Sub Committee comprising of Director (Special Project), MOH, SE(Road South), CMO(Project) and Sr. AO(PH) for initiating the process of preparation of RFP documents, invitation of RFP through e-tendering process in a transparent way has been approved by the Competent Authority on 24.07.2022.

A meeting of the Technical Sub Committee for initiating the process of preparation of RFP documents, invitation of RFP and execution of tendering process was held on 29.07.2022 and 23.08.2022 in the chamber of Director (Special Project). During meeting dated 23.08.2022, it was decided that RFP may be prepared for Operation, Repair and Maintenance of existing PTUs / CTUs / Garbage stations / Roll call centers in lieu of Advertisement Rights in NDMC area on PPP Model

Accordingly, RFP for "Operation, Repair and Maintenance of existing PTUs / CTUs /Garbage stations/Roll call centers in lieu of Advertisement Rights in NDMC area on PPP Model" was prepared by considering 200 Nos. PTUs & CTUs and 17 Nos. Garbage stations & Roll call centers for a period of 3 years (extendable further for 02 years on mutual consent).

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

The proposal is to invite RFP for "Operation, Repair and Maintenance of existing PTUs / CTUs/Garbage stations/Roll call centers in lieu of Advertisement Rights in NDMC area on PPP Model" for a period of 3 years (extendable further for 02 years on mutual consent) . The scope of work is as under:-



The total 200 Nos. of PTUs, CTUs, 17 Nos. Garbage stations and Roll call centers are to be maintained by concessionaire.

The Operation, repair and maintenance of PTUs, CTUs, Garbage stations and Roll call centers shall be started from the date of handing over of the toilets, garbage station & roll call centers and minor repair shall be done immediately.

The PTUs, CTUs, Garbage stations and Roll call centers shall be handed over to the Concessionaire from the date of signing of agreement. The repairs required in existing toilets shall be done immediately as per requirement from the date of signing of agreement as per the specifications and standards specified herein.

#### **Operation, repair and maintenance.**

This includes operation of the PTUs and CTUs i.e. regular cleaning of the PTUs and CTUs and its surrounding area, functioning of all the fixtures, deployment of dedicated personnel, supervision and providing of consumables. This includes maintenance and operation of the entire necessary infrastructure provided in PTUs and CTUs such as electricity, drainage, sewerage, waste removal, water etc. The roll call center and garbage station are to be maintained by the concessionaire.

The concessioner shall clean and do housekeeping the other areas in all PTUs and CTUs for the facilities as specified above. Concessionaire shall also replace any broken/missing fixtures & fittings at his own cost within 24 hours. Periodic white washing and painting shall also be responsibility of Concessionaire.

**Water supply:** The Concessionaire shall ensure availability of adequate water at all times for general cleanliness of the all PTUs and CTUs and for the use of public visiting these public conveniences. The water supply is available at the premises however the connection is to be taken by the concessionaire in the name of his firm. Further if any repair is required in water line, connection and payment of connection and usage charges shall be the responsibility of the concessionaire. The motors, submersible pumps are to be provide, repair & maintain and take action in this regard to ensure the availability of water in the PTUs/CTUs.

**Electricity supply:** The electricity is available at the premises however the connection shall be taken by the concessionaire in the name of his firm. The concessionaire shall ensure that the payment of water and electricity bill are to be deposited in the commercial department of NDMC in time. There should not be any outstanding payment of water and electricity in the name of the firm. The Concessionaire shall ensure proper lightings inside and outside the all PTUs, CTUs, Garbage stations and Roll call centers. The Connection and usage charges shall be borne by the concessionaire.

**Sewerage Disposal:** The Concessionaire shall ensure disposal of sewerage through pipe line to nearest municipal sewer line at his own cost. The connection charges and uses charges shall be responsibility of the concessionaire if required.

**Landscaping:** The concessionaire shall put plants in and around each PTUs, CTUs, Garbage stations and Roll call centers where space is available as per the approval of the NDMC and maintain the same in good condition at all times.

**Cleaning** of PTUs, CTUs, Garbage stations and Roll call centers: The Concessionaire shall ensure cleaning of the PTUs, CTUs, Garbage stations and Roll call centers as per the cleaning schedule provided herewith. Dedicated cleaning staff shall be provided by the Concessionaire for PTUs, CTUs, Garbage stations and Roll call centers.

**Waste Disposal:** The Concessionaire shall provide covered litterbins inside and outside of the PTUs, CTUs, Garbage stations and Roll call centers as specified, and disposal of the collected waste upto nearest municipal bin shall be the responsibility of the Concessionaire.

**Watch & Ward:** The watch & ward of the PTUs, CTUs, Garbage stations and Roll call centers rests with the Concessionaire. Any field mechanism / informatory system installed by NDMC at PTUs, CTUs, Garbage stations and Roll call centers shall be the responsibility of concessionaire for its safety and security any claim whatsoever in this regard i.e. electricity charges etc. shall not be entertained.

**Maintenance:** It will include daily, routine and periodic maintenance works in the PTUs, CTUs, Garbage stations and Roll call centers and shall not be limited to the Civil, electrical and mechanical works for the PTUs, CTUs, Garbage stations and Roll call centers, but all equipment maintenance and servicing etc. complete, to the satisfaction of Engineer-in-Charge during concession period.

**Minor repair:** - This should include but not limited to repair of electric switch, repairs to sewerage & water supply, repair of wash basin cabinets, welding, repair of doors, fittings & fixtures, replacement of mirrors, exhaust fan, ceiling fan etc.

**Major repair :** it should include but not limited to plastering, coloring, washing, changing tiles, changing damaged doors, waterproofing, changing wash basin & WC .The white washing/painting should be done twice a year in all the PTUs, CTUs, Garbage stations and Roll call centers.

The water, sewerage and Electricity connection and uses charges shall be charged on commercial rates by NDMC.

The Concessionaire shall hand over the PTUs, CTUs, Garbage stations and Roll call centers to NDMC in good working condition at the end of concession period without any hindrance. The performance security shall be released on satisfaction of Head of Department.

5. **Financial implications of the proposed subject / project-**  
There is no Financial implications in the proposed RFP being PPP model where minimum proposed license fee of Rs.58,43,376/- per month (increased 7 % compounded annually on previous year license fee) has to be deposited by the concessioner in NDMC Treasury.
6. **Implementation schedule with timelines for each stage including internal processing.**

The schedule period of completion is 3 years (extendable further for 02 years on mutual consent).

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

**Final comments of FD at Note # 109 -110 -**

1. The proposal related to RFP for PTUs / CTUs for the captioned work was earlier examined in FD vide Note#81-82 and the Department was advised to submit its proposal before the Council after ensuring and certifying certain point therein in consultation with departmental associate finance.
2. Department again forwarded the case to FD vide Note#90-91 dt.27.9.2022 i.e. just before the Council meeting scheduled on 28.9.2022 without attaching the draft agendum and addressing the concerns of FD raised under para no. 3(v) to 3(vii) & Para 4 (Note#81-82). The department was further advised, vide Note#90-91 accordingly.
3. Now as per Note#97 and Note#104, the department has brought out that issues raised under para no. 3(v) to 3(vii) of Note#81-82, are as deliberated/decided by the Sub-committee members constituted with the approval of Chairperson, NDMC under Note # 3 (MoM placed at ToC No. 84165).
4. It has been observed that as per section 25.1 of RfP the agency will be allowed to display advertisements from the date of signing of agreement and as per section 28.3 the concession fee shall be taken from the date of signing of agreement. Commercial operation date (COD) has also been mentioned in the RfP from the date of signing of agreement. However as per **concession agreement** (Page 108) and recommendations of Sub-committee (Para7 (c) at ToC No. 841651) the concession fee is to be taken after 3 months from signing of agreement. Department is advised to correctly incorporate similar provision in the entire RfP & Concession Agreement keeping in view the fact that the agency shall be allowed to display advertisement from the date of signing of agreement as per section 25.1 mentioned above.
5. As recommended by MOH, the department may place the subject RfP before the Council for seeking approval ensuring and certifying that (i) various provision of penalties considered in the proposed RfP are sufficient to safeguard the interest of NDMC (ii) the eligibility criteria is neither restrictive nor favoring any particular firm, (iii) the provisions incorporated in the draft RfP and concession agreement are same (iv) no other CTUs/PTUs have been left which can be included in this RfP v) MoM be also got endorsed by Sr.AO(PH) being member of Sub-committee.

**8. Reply of Department for F.D observation at Note # 109 -110.**

**Reply of Department at Note 113 -**

The FD has concurred the case at Note 109, as per FD advise the necessary corrections with respect to license fee as per decision of the technical sub committee has been made in the RFP and the corrected RFP has been placed at TOC at Page 820 Linked as well as in the references section.

It is certified that:-

(i) various provision of penalties considered in the proposed RFP are sufficient to safeguard the interest of NDMC

(ii) the eligibility criteria is neither restrictive nor favoring any particular firm,

(iii) the provisions incorporated in the draft RFP and concession agreement are same

(iv) The RFP for 200 nos PTUs/CTUs and 17 Nos garbage stations has been prepared on the basis of recommendations of the technical sub-committee and direction of Competent Authority.

In view of above the case may be sent to Sr.AO(PH) for endorsement as per para 5 (v) of the finance department before its onward submission to the Council.

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

---NA---

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

Copy of the previous agenda for the work of construction/reconstruction of Smart PTUs/CTUs at new sites and an old existing sites of Garbage Station /PTUs with Advertisement Rights in NDMC area on PPP Model. (item No. 13(A-05) dt. 26-04-2016 attached at TOC page no. 1304 to 1312.

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

1. The case is received by Law Department vide ref note 115 and 116 for vetting the draft agenda to be placed before the Council.
2. Having examined the contents of the draft agenda from legal point of view, the Law Department has no objection in placing the agenda before council. However the department is to ensure correctness of facts, words and figures mentioned and other guidelines on the subject, if any have been complied with. Provisions of all Labour Laws as applicable on the subject must be complied with.
3. The word "the neither" written on 7<sup>th</sup> line of point iii (page 46 of RFP) is to be corrected and replaced with words "then either".
4. Name, address and mobile number of witnesses must be clearly mentioned in integrity pact.

**Reply of the department on the comments of the Law Department :-**

May please refer Note 120 of Law Department

Para 1 & 2 matter of record.

Para 3&4 Necessary corrections has been done

The corrected copy of RFP has been placed in the local references section and in TOC at Page 1062 Linked.

Submitted for submission to the competent authority for placing the agenda in the coming council meeting.

**12. 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.

**13. Recommendations:-**

The case is recommended to be placed before the council for consideration and to Accord approval to invite RFP for the work of "Operation, Repair and Maintenance of existing PTUs/CTUs/Garbage stations/Roll call centers in lieu of Advertisement Rights in NDMC area on PPP Model" comprising 200 nos. PTUs/CTUs and 17 nos. Garbage Stations / Roll Call Centers.

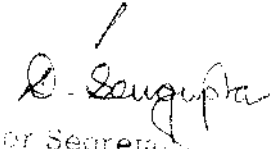
**14. Draft Resolution:-**

Resolved by the Council that the proposal to invite RFP for the work of "Operation, Repair and Maintenance of existing PTUs/CTUs/Garbage stations/Roll call centers in lieu of Advertisement Rights in NDMC area on PPP Model" comprising 200 nos. PTUs/CTUs and 17 nos. Garbage Stations / Roll Call Centers." is accepted.

**COUNCIL'S DECISION**

The Council directed the Department to divide the CTUs/PTUs in four groups keeping in view that bundling does not lead to only remunerative sites for any group and bring it before the Council.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

  
 For Secretary  
 New Delhi Municipal Council  
 New Delhi.

**ITEM NO. 08 (Welfare)****1. Name of the Project / Subject:**

Modification in Hitkari Nidhi Yojana in Council Resolution No.12(K-05) dt.03.11.2016.

**2. Name of Department:**

Welfare Department, NDMC

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

Welfare Department was established with a view to provide community services in the NDMC and for Welfare of employees working in NDMC by providing various Welfare Schemes, One of the major employees welfare scheme was introduced as Hitkari Nidhi Yojana.

The scheme of Hitakri Nidhi Yojana was started as per Council Resolution No.48 dt.24.02.1994 with the contribution of Rs.20/- per month from each employee of NDMC. In this scheme provisions were made for giving financial assistance to employees/dependents by the way of financial assistance of Rs.10,000/- for marriage of one daughter of the employee, Rs.8000/- for RMR worker in case of critical illness & Rs.3000/- per annum as scholarship to the ward of Municipal Employees for Higher Education. Amendments were made in this scheme from time to time for effective implementation and giving more financial benefits to the employees. By the latest Council Resolution No.19(K-1) dt.27.05.2005, this scheme was modified for providing financial assistance to the employees.

The details of the modifications are as under:-

S. No.	Purpose of Financial Assistance	Ration of contribution of council	Ration of contribution of employees	Payment as per council No.19(K-1) 27.05.2005	per Rso. dt.
1.	For marriage of two children	50%	50%	Rs. 50,000/-	
2.	Payment on death of employees to his dependent	90%	10%	Rs. 40,000 to Rs. 50,000 (only group C and D employees)	
3.	Assistance for higher education to the children of employees	50%	50%	Rs. 3500/- to Rs. 30,000/- depending upon their course & 3000/- for Hostel charges.	
4.	Prolong illness to the RMR employees	NIL	100%	Rs. 50,000/-	

There is a provision in resolution approved by the Council that the scheme should be revised after every five years. The reimbursement of education fees to be given in accordance with decision taken was decided with the concurrence of Finance Department and approval of the Chairperson. The provision was made of reimbursement from Rs.3500/- to Rs.33,000/- according to the course of study. But due to increase in case of reimbursement of expenditure on account of assistance for higher education to the children of municipal employees, the expenditure

increased substantially on very higher side and it was decided that the contribution of the employees under HNY may be increased.

In the light of the council resolution No's19 (K-1) dt.27.05.2005, 04 (K-20) dt. 26.02.2009, circular No.504/LWD dt. 03.06.2005 and as per pervious practice, under Hitkari Nidhi Yojna the RMR employees were treated at par with regular employee because same contribution was taken from RMR employees as that of regular employees. Therefore they were being extended the same benefits in the scheme as the regular employees were getting Financial Assistance under HNY Scheme. The legal heirs of RMR employees were given Financial Assistance in case of death of the employee. The contribution of RMR employee was equal to the regular employee & it was not reduced therefore the other benefits were also extended as per previous practice.

According to the council resolution no. 04(K-2) dt. 26.02.2009(P-274/C) had revised and enhanced the contribution as under:-

S. NO.	Employees category	Contribution
1	A	Rs. 200/- P.M.
2	B	Rs. 150 P.M.
3	C	Rs. 125/- P.M.
4	D (including RMR)	Rs. 100/- P.M.

It was observed that the contribution of the employee was not sufficient to meet the required expenditure incurred for the last two years i.e. 2014 and 2015-16 is given below:-

Year	Emp. Contribution	NDMC Contribution
2014-15	1.25 Cr.	1.55 Cr.
2015-16	1.55 Cr.	1.91 Cr.

The amount estimated expenditure for the year 2015-16 was approx Rs.4.00 crores and the employees contribution i.e. 50% worked out to Rs. 2.00 crore approx whereas the receipt was only 1.55 crores approx. Thus there was shortage of approx. Rs. 45 lacs.

Accordingly the proposal for enhancement of employees contribution was placed before the council and the Council vide Reso. No.12(K-05) dt.03.11.2016 had resolved as under :-

#### Council's Decision

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	Rs200/- 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- mention 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's of an employee/RMR (i.e. maximum two times payment of Rs, 3,500/- to 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
(iv)	Payment for prolong illness to the RMR employees will remain unchanged as provided vide Council Resolution No.19(K-1) dt.27.05.2005.

#### 4. Proposal on the subject/(Project

The Council Resolution No.12(K-05) dt.03.11.2016 was placed before the Council for enhancement of monthly contributions of employees of NDMC under Hitkari Nidhi Yojana is to extend the benefits to the NDMC employee/RMR. In the Council Decision the proposal of the enhancement was approved by the Council with some reviews / directions on the benefits being extended under the scheme.

The Welfare Department is processing the reimbursement cases in Higher Education under HNY on the basis of Council Resolution No.19(K-1) dt.27.05.2005 till date in which there is no any number of times is considered for reimbursement in higher studies cases but there is some ambiguity in the existing provision in Council Resolution No. 12(K-05) dt.03.11.2016 at s.no.13(v) of Council agenda creates doubts in number of times the reimbursement can be given to the employee under the scheme.

For the sake of clarity and better appreciation the existing provisions have been proposed for modification as under:-

S. No	Existing provisions in Council Resolution at S.No.13 (v)	Modification proposed in S.No.13 (v)
13 (v)	Payment of an amount of Rs. 3500/- (Rupees three thousand and five hundred only) to Rs. 33,000/- (Rupees Thirty three thousand only) for reimbursement of	Payment of an amount of Rs. 3500/- (Rupees three thousand and five hundred only) to a maximum of Rs. 33,000/- (Rupees Thirty three thousand only) per year, will be made on



	<p>education fees on the basis of course of study upto two children's of an employee/RMR (i.e. maximum <u>two times payment of Rs. 3500/- to 33,000/-</u>) 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).</p>	<p>account of reimbursement of Education Fees for upto two children's of an employee/RMR. Such reimbursement shall be limited to the fees charged by a Government institution, preferably of GNCTD, for same course, in case the course is not available in the Government Institution then the proposal shall be considered for reimbursement on the basis of any similar type of course available in the Government Institutions.</p>
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5. Financial implication of the above project/scheme:

No further financial implication as the scheme is already based on Council Resolution No.19 (K-1) dated 27.05.2005 & 12 (K-05) dt.03.11.2016.

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

The above modification will be implemented after the approval of Council immediately.

7. Comments of the Finance Department on the subject

On date 17.06.2022

1. The case is received in FD for comments on draft agenda (DFA)/42544) to be placed before the Council on the matter of amendment/ modification in Agenda vide Council resolution no.12(K-05) dt. 03.11.2016 at Sr.No. 13(v).
2. In view of the submission/clarifications submitted by the Department vide Note#187, FD has no objection to place the proposed draft agendum (DFA)/42544) to the competent authority i.e. Chairperson, NDMC for placing the same before the Council subject to ensuring that :-
  - a. The proposal is in consonance with the orders/decision of NDMC in this regard.
  - b. Correctness of information and data.

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

On date 12.10.2022

In view of the submission made by the department, FD has no objection to place the proposal of the department to the Competent Authority i.e. Chairman, NDMC for better clarification and streamlining the process of releasing financial assistance under Hitkari Nidhi Yojna.

However, while submitting the case to the competent authority, the department may ensure and certify that :-

- (i). Complete case with all facts may be informed to the Council in the Next Council Meetings.

(ii). The observations as raised by Law Department vide Note#232 may be clarified by the department.

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

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

The observation of the Finance Department have been attended.

9. Legal implication of the subject / project and comments of the Law Department of NDMC:

On date 20.06.2022

Having gone through the agenda from the legal point of view, the agenda to be placed before the Council, it is observed that the department concerned itself in para 9 & para 10 respectively has mentioned that no legal implications are involved in the present agenda, hence, no comments of the Law Deptt. are called for at this stage. However, the department concerned is to ensure that agenda to be placed before the Council has no violation of CVC guidelines. Further, the department is to ensure that the facts and figures mentioned therein are correct and same are as per the approval of the Competent Authority i.e. Chairperson, NDMC.

On date 23.09.2022

**Having gone through the facts of the present case and also the draft circular (DFA 50869), it is observed that the modifications are simply clarifications in the already existing provision of Council Resolution No. 12(K-05) dt.03.11.2016 at s.no.13(v) which involves no legal issue. However the department may ensure the correctness of facts, words and figures mentioned therein are correct.**

Also it is observed that words "per year" have been used in DFA 50869, which seems proper but these words are omitted in the note#218.

The department after ascertaining the words "per year" may send the file to Finance Department for vetting as per Note#223 of the Secretary, NDMC.

10. Comments of Department on comments of Law Department.

The observations of Law Department have been incorporated in the recommendations.

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

Council Resolution No. 48 dt. 24.02.1994

Council Resolution No.19 (K-1) dated 27.05.2005

council resolution no. 04(K-2) dt. 26.02.2009

Council Resolution No.12 (K-05) dt. 03.11.2016

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

No violation of CVC guidelines

## 13. Recommendation

The proposal for recommendation of Council is as under:-

S. No	Existing provisions in Council Resolution at S.No.13 (v)	Modification proposed in S.No.13 (v)
13 (v)	Payment of an amount of Rs. 3500/- (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's of an employee/RMR (i.e. maximum two times payment of Rs. 3500/- to 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).	Payment of an amount of Rs. 3500/- (Rupees three thousand and five hundred only) to a maximum of Rs. 33,000/- (Rupees Thirty three thousand only) per year, will be made on account of reimbursement of Education Fees for upto two children's of an employee/RMR. Such reimbursement shall be limited to the fees charged by a Government institution, preferably of GNCTD, for same course, in case the course is not available in the Government Institution then the proposal shall be considered for reimbursement on the basis of any similar type of course available in the Government Institutions.

## 14. Draft Resolution of the Council:

The above proposal of the Welfare Department at S.No.13 in provisions of Hitkari Nidhi Yojana is resolved and approved.

**COUNCIL'S DECISION**

Resolved by the Council to accord approval to the proposal as mentioned at para 13 of the Preamble/ agenda note.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

*D. Sanghvi*  
For Secretary  
New Delhi Municipal Council  
New Delhi.

**ITEM NO. 09 (Finance)****1. Name of the Subject/Project**

Re-appropriation of Funds in Budget Estimates 2022-23

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

Finance (Budget) Department

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

Regulation 8 of the NDMC (Budget Estimates) Regulations, 2010, notified in Delhi Gazette on 23.11.2010, prescribes for re-appropriation of budget allocation as under:

"If at any time during the year, it becomes necessary to increase or reduce Budget Estimates of the current year under one function to another function or from one major head to another major head within the same function, or from one minor head to another minor head within the same major head, and the expenditure for the same cannot wait adoption of Revised Estimates by the Council, on the recommendations of the Financial Advisor, the Chairperson, in anticipation of the approval of the Council, may authorize such alteration and place before the Council within one month from the end of the quarter, a report of such alteration and give effect to any order that may be passed by the Council in relation thereto....."

Further, Section 56 of the NDMC Act, 1994, prescribes that the Council may from time to time, during the year, transfer the amount or portion of the amount of the budget grant under any head to any other head.

Sub-section (2) of Section 56 further stipulates that every increase in a budget grant and every additional budget grant made in any year under sub-section (1) shall be deemed to be included in the budget estimates finally adopted for that year.

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

In pursuance of directions as contained in Section 56 of the NDMC Act, 1994 & Regulation 8 of the NDMC (Budget Estimates) Regulations, 2010, a report of the re-appropriations in Budget Estimates 2022-23 authorized during 2<sup>nd</sup> Quarter of 2022-23 as per details enclosed at **Annexure-I (See pages 116 - 118)** is placed before the Council for information and approval.

**5. Financial implication of the proposed Project/Subject**

No financial implication is involved as it involves only re-appropriation within the total Budget. The total amount of re-appropriation is as under:

(Rs. in thousands)

	Plan	Non-Plan
Revenue Section	Nil	10900
Capital Section	Nil	33426
<b>Total</b>	<b>Nil</b>	<b>44326</b>

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

Not applicable as Finance Department is not implementing department.

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

Not applicable as the proposal itself is of Finance Department.

8. Legal Implication of the Subject/Project

Nil

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

- Council vide its Reso. No.- 05 dated 25.05.2022 .

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

Not applicable as it does not involve any legal aspect.

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

Not applicable being re-appropriation of existing Budget provision.

12. Recommendation

Re-appropriation in Budget Estimates 2022-23 authorized during 2<sup>nd</sup> Quarter of 2022-23 as detailed in **Annexure-I (See pages 116 - 118)** be approved by the Council in terms of Section 56 of the NDMC Act 1994 & Regulation 8 of the NDMC (Budget Estimates) Regulations, 2010.


13. Draft Resolution

Resolved that the Re-appropriations in Budget Estimates 2022-23 authorized during 2<sup>nd</sup> Quarter of 2022-23 as detailed in **Annexure-I (See pages 116 - 118)** are approved in terms of Section 56 of the NDMC Act 1994 & Regulation 8 of the NDMC (Budget Estimates) Regulations, 2010.

**COUNCIL'S DECISION**

Resolved by the Council that the Re-appropriations in Budget Estimates 2022-23 authorized during 2<sup>nd</sup> Quarter of 2022-23 as detailed in Annexure-I are approved in terms of Section 56 of the NDMC Act 1994 & Regulation 8 of the NDMC (Budget Estimates) Regulations, 2010.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

  
For Secretary  
New Delhi Municipal Council  
New Delhi.

ANNEXURE-IRe-appropriation of funds in Budget Estimates 2022-23 during 2<sup>nd</sup> Quarter  
vide RAO No. 1 & 2Statement-IX Detailed Statement of Expenditure

(Rs. In thousands)

	COA	Field Code/Deptt.	Particulars	B.E. 22- 23	B.E. 2022-23 till last Re-approp.	Amount Re-approp.	B.E. 2022-23 after current Re-approp.	Remarks/ reason for re-approp.	RAO No/ Sanction order No & Date
From	03/210.20.09	313 (ABAS)	LTC	5000	5000	-1000	4000	For settlement of LTC pending cases	RAO No. 1 vide
To	02/210.20.09	328 (Estate Branch Comml.)	LTC	0	0	1000	1000		No. 812867/2022 dated 05.09.2022
From	02/220.52.00	334 (CBS)	Professional Fee	93500	93500	-9900	83600	For payment of Leave Salary & Pension Contribution of deputationists.	
To	02/210.40.10	334 (CBS)	Leave Salary for deputationists	3850	3850	3150	7000		
To	02/210.30.04	334 (CBS)	Pension Contribution	8250	8250	6750	15000		
<b>Total</b>				<b>110600</b>	<b>110600</b>	<b>0</b>	<b>110600</b>		

Contd.....

## Statement X - Details of Capital Expenditure/Capital Work in progress.

	COA	Field Code/Deptt.	Particulars	B.E. 22- 23	B.E. 2022-23 till last Re-approp.	Amt. Re-approp.	B.E. 2022-23 after current Re-approp.	Remarks/ reason for re-approp.	RAO No/ Sanction order No & Date
From	06/412.40 .00 Sch./S.Sc h. No. 119/1	103 (CBM-III)	Improvement of Vidyut Bhawan	40000	40000	-650	39350	For payment to the Contract- or	RAO No. 1 vide No. 812867/2 022 dated 05.09.20 22
To	06/412.40 .00 Sch./S. Sch. No. 119/1	307 (Hort.)	Improvement of Vidyut Bhawan.	0	0	650	650		
From	06/412.40 .00 Sch. 24	111 (C-III), Civil	C/o Staff Quarters for Service Personnel at Pushp Vihar, Saket, Sector- VII	100000	100000	-8976	91024	For payment to the contract- or	
To	06/412.40 .00 Sch. No. 24	310 (Fire Deptt)	C/o Staff Quarters for Service Personnel at Pushp Vihar, Saket, Sector- VII	0	0	8976	8976		
<b>Total</b>				<b>140000</b>	<b>140000</b>	<b>0</b>	<b>140000</b>		

Contd.....

	COA	Field Code/Dept t.	Particulars	B.E. 22- 23	B.E. 2022-23 till last Re-approp.	Amt. Re-approp.	B.E. 2022-23 after current Re-approp.	Remarks/ reasons for re-approp.	RAO No/ Sancti on order No & Date
From	02/412.40 Sch. No. 30	313 (ABAS)	NEW PROJECTS	100000	100000	-19800	80200	For acceptance of IUT's & payment to agency.	RAO No. 2 vide No. 8364 19/20 22 dated 29.09.2022
To	81/410.80. Sch./S.S ch. No. 6/6	212 Const. Div.-II (Elect.)	SERVICE CONNECTION NDMC SHARE-ELECT. CONST. DIVISION-II	35000	35000	19800	54800		
From	52/412.40 Sch./S.S ch. No. 20/14	116 (Sewerage Project)	DESILTING AND REHABILITATION OF BRICK BARREL OF 990 MM DIA FROM OUTER CIRCLE CP TO C-HEXAGON SADAN THROUGH K G MARG	130000	130000	-4000	126000	For making payment to the agency	
To	52/412.40 Sch./S.S ch. No. 20/03	116 (Sewerage Project)	DESILTING AND REHABILITATION OF 84 INCH DIA BRICK BARREL SEWER LINE FROM KASTURBA GANDHI MARG, C-HEXAGON AND SHAHJAHAN ROAD TO Q POINT	0	0	4000	4000		
<b>Total</b>				<b>265000</b>	<b>265000</b>	<b>0</b>	<b>265000</b>		



Copy of Reso. No. 10 (AUDIT)  
 Council's Decision Meeting  
 Dated 16.12.2022

**ITEM NO. 10 (AUDIT)****1. Name of the subject/project**

Annual Audit Report for the year ended March 2020 & 2021

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

Office of the Chief Auditor

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

The Annual Audit Report for the year ended March 2020 & 2021 has been prepared in terms of Section 59 (17) of the New Delhi Municipal Act, 1994 for presentation before the Council.

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

- The office of the Chief Auditor was created in September 1996 vide Council Resolution No.3 (V) dated 19.08.1996. The office has so far presented twenty three (23) Annual Audit Reports before the Council.
- Present proposal is for presentation of twenty fourth (24th) Annual Audit Report for the year ended March 2020 & 2021. The report will be tabled in the meeting.

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

Nil

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

Not applicable

**7. Final comments of the Finance Department on the subject with diary No. & date**

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

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

Nil

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

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

- (i) Item No.1 dated 10.2.1999
- (ii) Item No.3 (xii) dated 23.3.2001
- (iii) Item No.3 (xxx) dated 8.8.2002
- (iv) Item No.11 (O-4) dated 31.10.2003

- (v) Item No.11 (O-2) dated 2.7.2004
- (vi) Item No.13 (O-1) dated 27.4.2005
- (vii) Item No.05 (O-6) dated 15.12.2005
- (viii) Item No. 08 (O-1) dated 15.11.2006
- (ix) Item No. 09 (O-3) dated 22.08.2007
- (x) Item No. 09(O-4) dated 20.08.2008
- (xi) Item No. 07(O-8) dated 18.02.2009
- (xii) Item No. 14(O-05) dated 24.02.2010
- (xiii) Item No. 16(O-01) dated 20.04.2011
- (xiv) Item No. 08(O-05) dated 28.02.2013
- (xv) Item No. 04(O-03) dated 07.10.2013
- (xvi) Item No. 11(O-02) dated 24.07.2014
- (xvii) Item No. 24(O-05) dated 20.03.2015
- (xviii) Item No. 09(O-01) dated 02.03.2016
- (xix) Item No. 19(O-04) dated 05.09.2016
- (xx) Item No. 16(O-01) dated 20.06.2017
- (xxi) Item No. 09(O-01) dated 26.12.2018
- (xxii) Item No. 05(O-01) dated 21.05.2021
- (xxiii) Item No. 06(O-02) dated 23.02.2022

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

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

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

Not applicable

**12. Recommendation**

The Annual Audit Report on the accounts of the Council for the year ended March 2020 & 2021 may be presented to the Council.

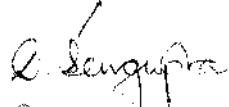
**13. Draft Resolution**

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

**COUNCIL'S DECISION**

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

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

  
 For Secretary  
 New Delhi Municipal Council,  
 New Delhi.

ITEM NO. 11 (Co-ordination)

## 1. Name of the subject/Project

**Annual Administrative Report for the year 2019-20, 2020-21 & 2021-22**

## 2. Name of the department/departments concerned

Co-ordination Department

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

As per Section 410 (2) of NDMC Act, 1994 a detailed report of the Municipal Govt. of New Delhi is required to be sent to the Central Government :

"Annual Administration Report"

- (1) As soon as may be after the first day of April in every year and not later than such date as may be fixed by the Central Government in this behalf, the Council shall submit to that Government a detailed report of the Municipal Government of New Delhi during the preceding year in such form as that Government may direct.
- (2) The Chairperson shall prepare such report and the Council shall consider it and forward the same to the Central Government with its resolution thereon, if any.

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

## 4. Detailed proposal on the subject/project

The Annual Administrative Report for 2019-20, 2020-21 & 2021-22 have been prepared **(in Separate Booklets enclosed)** keeping in view the specific requirements of Section 410 (2) of the NDMC Act. The proposed reports contains the achievements of 2019-20, 2020-21 & 2021-22 along with photographs of important projects/events. The report 2019-20 contains XXXIII chapters and is of 134 pages, report 2020-21 contains XXXVI chapters and of 148 pages and report 2021-22 contains XXXV chapters and of 183 pages.

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

Nil

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

Not Applicable.

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

Annual Administrative Report 2019-20

The case relates to concurrence of FD on the proposal of the department. Annual Administrative Report for the year 2019-20 to be submitted before the Chairman, NDMC for approval.

Since, it is purely an administrative matter, the department is suggested to prepare a Draft Agenda for approval of Chairman, NDMC for further submission of the same before the Council. (E-file No. 62226 dated 23/09/2022)

Annual Administrative Report 2020-21

The Law Deptt. has also been examined/vetted the case.

Since, it is purely an administrative matter; the department is suggested to prepare a Draft Agenda for approval of Chairman, NDMC for further submission of the same before the Council. (E-file No. 75199 dated 19/10/2022)

Annual Administrative Report 2021-22

The Law Deptt. has also been examined/vetted the case.

Since, it is purely an administrative matter; the department is suggested to prepare a Draft Agenda for approval of Chairman, NDMC for further submission of the same before the Council. (E-file No. 104247 dated 19/10/2022)

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

Not Applicable.

**9. Final views of the Finance Department (if any).**

Not Applicable.

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

Not Applicable.

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

Annual Administrative Report of NDMC for the preceding year i.e. 2018-19 was approved by the Council vide Item No. 28 (C-03) dated 21.05.2021

**12. Comments of the Law department on the subject/project**

Annual Administrative Report 2019-20

The draft agenda on the subject to be placed before the Council for consideration and approval of the Council for forwarding the Annual Administrative Report for the year 2019-20 to the Central Government has been referred by Co-ordination Department for comments of Law

Department. Since the agenda is in terms of Section 410 (2) of NDMC Act, 1994, as such no further comments are called for.

**Annual Administrative Report 2020-21**

The draft agenda on the subject to be placed before the Council for consideration and approval of the Council for forwarding the Annual Administrative Report for the year 2020-21 to the Central Government has been referred by Co-ordination Department for comments of Law Department. Since the agenda is in terms of Section 410 (2) of NDMC Act, 1994, as such no further comments are called for.

**Annual Administrative Report 2021-22**

The draft agenda on the subject to be placed before the Council for consideration and approval of the Council for forwarding the Annual Administrative Report for the year 2021-22 to the Central Government has been referred by Co-ordination Department for comments of Law Department. Since the agenda is in terms of Section 410 (2) of NDMC Act, 1994, as such no further comments are called for.

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

This is a statutory requirement.

**14. Final views of the Law Department (if any).**

No further comments are called for.

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

Not Applicable.

**16. Recommendation:**

The Annual Administrative Report (AAR) for the year 2019-20, 2020-21 and 2021-22 **(in Separate Booklets enclosed)** as per the requirement of Section 410 (2) of the NDMC Act, the said report is placed for consideration of the Council and approval for further forwarding the same to the Central Govt.

**17. Draft Resolution**

Resolved by the Council to accord approval to the Annual Administrative Reports for the year 2019-20, 2020-21 and 2021-22 **(in Separate Booklets enclosed)** as per the requirement of Section 410 (2) of the NDMC Act, for further forwarding the same to the Central Govt.

**COUNCIL'S DECISION**

Resolved by the Council to accord approval to the Annual Administrative Reports for the year 2019-20, 2020-21 and 2021-22 as per the requirement of Section 410 (2) of the NDMC Act, for further forwarding the same to the Central Government.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

*S. Sengupta*

For Secretary  
New Delhi Municipal Council  
New Delhi.

**ITEM NO. 12 (TRANSPORT)****1. Name of the Subject :**

Policy for Condemnation of NDMC Vehicles.

**2. Name of the Department :**

Transport Department.

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

Earlier vide a Resolution Item No : 15 / ( C-24) date 28-10-2009 (**enclosed as Annexure 1**) (**See pages 130 - 132**), the Hon'ble Council had inter-alia resolved the following : -

S No :	Type Of Vehicles	Kms.	Years
( i )	Heavy Commercial Motor Vehicles	4,00,000	10
( ii )	Motor Vehicles Fitted with Engines up to 20 HP ( RAC )	1,50,000	6.5
( iii )	Motor Vehicles Fitted with Engines of 3.5 HP ( RAC ) or above	1,20,000	7
( iv )	Motor Vehicles Fitted with Engines of less than 3.5 HP ( RAC )	1,20,000	6
( v )	Vehicles which are more than 15 years Old, without any reference to the Kilometers Covered by such vehicles		
( vi )	The Chairperson, NDMC is authorized to approve premature condemnation of Vehicles in Justified cases by relaxing above norms with due concurrence of the Finance Department.		
( vii )	Vehicles may be condemned on the basis of the recommendations of a Condemnation Board consisting of the following : <ol style="list-style-type: none"> <li>a. CE (E) or his representative</li> <li>b. CE (C) or his representative</li> <li>c. Municipal Officer of Health</li> <li>d. Representative of Finance Department</li> <li>e. Director ( GA)</li> <li>f. EE(A) INA</li> <li>g. EE(A) LBN</li> <li>h. AE(A) INA</li> <li>i. AE(A) LBN</li> </ol>		

Furthermore, vide another Council resolution Item No : 40(T-02) dated 28-11-2021 (**enclosed as Annexure 2**) (**See pages 133-135**), where-in the Hon'ble Council had inter alia also resolved that "*NDMC will use only Electric Vehicles ( Staff Cars ) in future ( except in the case of exigency with the approval of the Chairman NDMC) and Petrol / Diesel vehicles*

*currently in use will be condemned as and when they complete their prescribed life span as per NGT / Regulatory bodies Guidelines'.*

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

NDMC will use only Electric Vehicles as Staff Cars in future and the current Diesel and Petrol Staff cars will be condemned as and when they complete their life span as per the policy of NDMC. However, Petrol / Diesel vehicles may be used as Staff cars in the case of administrative exigency only with the approval of the Chairperson NDMC.

Now, in accordance with above, and also considering into the existing designations in the Transport Department, the amendments in the existing norms as mentioned in the aforesaid resolutions for lifespan and condemnation norms / procedure for NDMC vehicles, are proposed as under :-

S No :	Type Of Vehicles	Years / KM
( i )	All Diesel Vehicles such as Trucks, Water Tankers, Jeep, Tower Ladders, Tractors, JCBs etc.	10 years as per NGT guidelines
( ii )	Municipal Vehicles Fitted with IC Engines of range upto 500 cc i.e. Motor Cycles etc.	7 years or 1,20,000 KMs whichever is later
( iii )	Municipal Vehicles Fitted with IC Engines above 500 cc	6.5 years or 1, 50,000 KMs whichever is later
( iv )	Petrol Vehicles which are more than 15 years Old and Diesel vehicles which are more than 10 years old shall be condemned / disposed without any reference to the Kilometers Covered by such vehicles.	
( v )	Any vehicles (CNG vehicles, e-Vehicles etc) which are not covered under the above classification shall be condemned as per NGT guidelines / Regulatory bodies Guidelines / Guidelines issued by Transport Department of GNCTD from time to time with the approval of Chairperson, NDMC.	
( vi )	The Chairperson, NDMC is authorized to approve premature Condemnation of Vehicles in Justified cases by relaxing the above norms with due concurrence of the Finance Department.	
( vii )	Vehicles may be condemned on the basis of the recommendations of a Condemnation Board consisting of the following : 1. Director ( GA ) - On Chair, 2. Director ( Finance ), 3. Senior Most Director ( Horticulture ) 4. Municipal Officer of Health ( MOH ) 5. Senior Most Executive Engineer ( Electrical ) 6. Senior Most Executive Engineer ( Civil ) 7. Executive Engineer ( Auto workshop ) - Convener	

5. Financial Implications of the Proposed Subject:

No Financial Implication

6. Implementation Schedule with Time Line for each stage including Internal Proceedings :

With immediate effect -

7. Comments of the Finance Department on the Subject :

S No	Observations of Finance Department	Comments of Transport Department
1	Justification of switching over from the policy of condemnation framed vide Council Resolution No : 40(T-02) dated 28-11-2021 vide which the Condemnation was to be regulated as per NGT / Regularity bodies guidelines, to the policy framed for condemnation in the year 2009 as per staff car rules be placed on record.	To align the policy with the guidelines of Government of India. Besides, the usage of municipal vehicles is very high and cost of running and repair and maintenance is generally not economical once the vehicle completes 1.5 Lakh Kms of running.
2	In the earlier policy of the year 2009, the condemnation of vehicles was to be done after taking into the account the prescribed life of vehicles in terms of distance run (in kilometers) and the length of use (in years) whichever is later. Although department has clarified under Note # 32 in table at S No: 2 that vehicles should cover both i.e. kilometers as wells as years, however the same needs to be categorically incorporated in the proposed policy /draft addendum also.	Suggestion is incorporated in the draft policy / agenda at S No : 4, point (ii) & (iii)
3	The department has worked out the financial implication of light vehicles only whereas the financial implication of Heavy vehicles also needs to be brought on record if the present proposal included the replacement of heavy commercial vehicles also. The financial implications incorporated in the proposed policy /draft addendum.	NDMC is already following the NGT guidelines of 10 year Life Span for Diesel Vehicles.



4	The condemnation board constituted by the Department is proposed to be headed by Director (GA) whereas as FD is of the view that the same may be chaired by Director (Transport) for better appreciation of the condemnation cases.	Director (Transport) is not a member in the existing condemnation committee. Department is of the view that a condemnation committee headed by Director (GA) would be more appropriate and avoids conflict of interest.
5	Department wise allocation of various fleet of vehicles be also placed on record and clarity w.r.t no. of vehicles that shall be hired or purchased be also be brought up.	The list of department wise allocation of vehicles is enclosed as <b>Annexure 3 (See page 136)</b> . Presently, Transport Department received proposal from Horticulture department for procurement of Eight numbers of TATA Ace (CNG) and from MF division for procurement of one number TATA 407 (CNG).
6	With reference to the query of FD under Note # 36, the department has stated under Note # 38 that option of hiring of Electric vehicles shall be analyzed at a later stage and excluded the option in the present proposed agenda. Department is advised to review the policy including all aspects in one go and comply with the advice rendered by FD under Note # 36.	The issue of procurement of new vehicle or hiring was never a part of the condemnation policy of NDMC and Transport department does not want to change the established / current norms of the condemnation policy in this regard.
7	Department also needs to ensure that purchase of Electric Vehicle shall be done only for replacement of existing fleet of vehicles.	Noted for compliance subject to administrative necessities.
8	Whether Heavy / Light Vehicles are running on CNG also? If so, what would be the modalities for condemnation of such vehicles?	The modalities are already included at S No: 4 point (v) of the proposed policy.

9	The staff cars rules quoted takes into account the engine capacity in terms of HP which has now been proposed in terms of CC, rational for the cut off value arrived at, may be incorporated to make the proposal complete.	The technical parameter i.e RAC (HP) mentioned in the present policy refers to indication of how fast the car can accelerate or in other words the power generated by the engine. The technical parameter i.e RAC (HP) is proposed to be changed into CC i.e Engine Cubic Capacity which is <b>easy understandable</b> in the Indian context, to enable listing of vehicles for condemnation with ease, for instance, in respect of Categories / Terms used for Condemnation of vehicles viz. the terms RAC referred in previous resolution is not easily decipherable to recognize the types of vehicles to be condemned, as such it refers to the Royal Automobile Club, England and the same is not accessible, etc.
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8. Legal Implications of the Subject :

-NIL-

9. Details of the Previous Council Resolutions, Existing Law of Parliament and Assembly on the Subject :

- a. Policy for Condemnation of Municipal Vehicles in NDMC vide item No : 15(C-24) dated 28/10/2009 (Annexure 1) (See pages 130 - 132) and
- b. Use of Electric (Staff Cars) by NDMC vide item No : 40(T-02) dated 28/11/2021 (Annexure 2) (See pages 133 - 135).

10. Final Comments of the Law Department on the Subject :

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

All Central Vigilance Commission ( CVC ) guidelines shall be followed.

12. Recommendations :

The case is placed before the Council for consideration and acceptance of Policy for Condemnation as mentioned at Para 4 above.

13. Draft Resolution

Resolved by the Council that NDMC will now condemn the vehicles as below:-

NDMC will use only Electric Vehicles as Staff Cars in future and the current Diesel and Petrol Staff cars will be condemned as and when they complete their life span as per the policy of NDMC. However, Petrol / Diesel vehicles

may be used as Staff cars in the case of administrative exigency only with the approval of the Chairperson NDMC.

Now, in accordance with above, and also considering into the existing designations in the Transport Department, the amendments in the existing norms as mentioned in the aforesaid resolutions for lifespan and condemnation norms / procedure for NDMC vehicles, are proposed as under : -

S No :	Type Of Vehicles	Years / KM
( i )	All Diesel Vehicles such as Trucks, Water Tankers, Jeep, Tower Ladders, Tractors, JCBs etc.	10 years as per NGT guidelines
( ii )	Municipal Vehicles Fitted with IC Engines of range upto 500 cc i.e. Motor Cycles etc.	7 years or 1,20,000 KMs whichever is later
( iii )	Municipal Vehicles Fitted with IC Engines above 500 cc	6.5 years or 1, 50,000 KMs whichever is later
( iv )	Petrol Vehicles which are more than 15 years Old and Diesel vehicles which are more than 10 years old shall be condemned / disposed without any reference to the Kilometers Covered by such vehicles.	
( v )	Any vehicles (CNG vehicles, e-Vehicles etc.) which are not covered under the above classification shall be condemned as per NGT guidelines / Regulatory bodies Guidelines / Guidelines issued by Transport Department of GNCTD from time to time with the approval of Chairperson, NDMC.	
( vi )	The Chairperson, NDMC is authorized to approve premature Condemnation of Vehicles in Justified cases by relaxing the above norms with due concurrence of the Finance Department.	
( vii )	Vehicles may be condemned on the basis of the recommendations of a Condemnation Board consisting of the following : 1. Director ( GA) - On Chair, 2. Director ( Finance), 3. Senior Most Director (Horticulture) 4. Municipal Officer of Health (MOH) 5. Senior Most Executive Engineer (Electrical) 6. Senior Most Executive Engineer (Civil) 7. Executive Engineer (Auto workshop) - Convener	

It is also resolved that the concerned departments may initiate further necessary action in the matter, on the decision of the Council, in anticipation of receipt of confirmation of issue of Minutes of the Council Meeting.

#### COUNCIL'S DECISION

Resolved by the Council to accord approval to the proposal as mentioned at para 13 of the Preamble/ agenda note.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

*D. Sengupta*  
 For Secretary  
 New Delhi Municipal Council  
 New Delhi.

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Annexure - I

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ITEM NO. 15 (C-24)

Govt. of India No. 15 (C-24)

1. NAME OF THE SUBJECT

28/6/005

Policy for condemnation of municipal vehicles in NDMC.

2. NAME OF THE DEPARTMENT

General Administration Department

3. BRIEF HISTORY OF THE SUBJECT

Govt. of India, Ministry of Finance had issued guidelines regarding life span of  
 Condemnation of govt. vehicles vide their OM NO.1(i)/E-1(A)-71 dated 5.4.1971.  
 NDMC adopted these instructions for regulation of condemnation of municipal  
 vehicles vide Reso.No.32 dated 20.8.1971 (Annexure 'A' See page 90). As per the  
 above mentioned approved guidelines/policy, the condemnation norms for vehicles  
 are as follows:-

	Type of Vehicles	Kms	Years
(i)	Heavy Commercial Motors Vehicles	2,00,000	10
(ii)	Motor Vehicles fitted with less than 18 H.P (RAC)	1,20,000	06

(9A)

While adopting the above life span, it was also decided by the Council that  
 NDMC vehicles will be condemned only on a certificate recorded, after thorough  
 inspection jointly by the CE(C), Transport Controller and an outside Technical Expert  
 to be nominated by the PMC that the vehicle is no longer fitted for economical use.

The govt., of India has issued amended guidelines vide Notification No. 1(9)-  
 E-II (A)/89/96 dated 26.9.1996 (Annexure 'B' See pages 91 - 92) regarding life  
 span of govt. vehicles in terms of distance run ( in Km.) and length of use (in years)  
 whichever is reached later, as under:-

"(a) the lives of various types of vehicles, in terms of distance run (in kilometers) and  
 length of use (in years) whichever is reached later, have been fixed as under:-"

	Type of Vehicles	Kms.	Years
(i)	Heavy Commercial Motors Vehicles	4,00,000	10
(ii)	Motor Vehicles fitted with less than 20 H.P.(RAC)	1,50,000	6 1/2
(iii)	Motor Cycles fitted with engines of 3.5 hp. (RAC) or above.	1,20,000	7
(iv)	Motor Cycles fitted with engines of less than 3.5 hp (RAC).	1,20,000	6

(b) The life of a tractor shall be taken as 10,000 hours or 10 years, whichever is  
 reached later.

It is also pertinent to clarify here that Hon'ble Supreme Court of India in the matter  
 of "M.C. Mehta Vs UOI and Others" has put a complete ban on plying of Heavy  
 Commercial/Transport Vehicles in GNCT of Delhi beyond 15 years of life span. A copy of  
 the Supreme Court's Order dt. 28.07.1998 passed in CWP No.13029/1985 as forwarded

by Transport Department, GPO (1) vide letter No. T-6107/101/2/20.022/000  
 Dated. 25.09.1998 is at Annexure 'C' (See pages 93 - 97)

**4. DETAILED PROPOSAL ON THE SUBJECT**

There is a need for improvement in the existing transport services for the removal of the motor vehicles from the roads and the issue of the subject is as per the changes notified by the Ministry of Transport vide their G.M. No. 21/1998 and the approval by the Highways Department, Government of India in the form of Heavy Commercial Motor Vehicles to run for more than 15 years of life. Accordingly, it is proposed to provide the following criteria regarding the span and condemnation of vehicles owned by H.M.V. in terms of distance covered (in KM) and length of use (in years), whichever is more later.

	Type of Vehicles	Kms.	Years
(i)	Heavy Commercial Motor Vehicles	4,00,000	10
(ii)	Motor Vehicles fitted with engines upto 20 H.P (RAC)	1,50,000	6 1/2
(iii)	Motor cycles fitted with engines of 3.5 hp. (RAC) or above.	1,20,000	7
(iv)	Motor cycles fitted with engines of less than 3.5 hp (RAC).	1,20,000	6
(v)	Vehicles which are more than 15 years old, without any reference to the kilometers covered by such vehicles.		
(vi)	Vehicles may be condemned on the basis of the recommendations of a Condemnation Board consisting of the following:-		
	a) CE(E) or his representative		
	b) CE(C) or his representative		
	c) Municipal Officer of Health		
	d) Representative of Finance Deptt.		
	e) Director (GA)		
	f) EE(A) INA		
	g) EE(A) LBN		
	h) AE(A) INA		
	i) AE(A) LBN		

**5. FINANCIAL IMPLICATIONS**

There are no financial implications.

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

Not applicable

**7. COMMENTS OF THE FINANCE DEPARTMENT**

'No Comments' recorded by Finance Department vide their Dy. No. R-3172/PS/FA dated 21.10.09.

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

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9. **LEGAL IMPLICATION OF THE SUBJECT**

No legal implications are involved in the matter. However, if vehicles which are more than 15 years old ply on the roads, prosecution for violation of Supreme Court Order may be ordered by the Law enforcing agency

10. **COMMENTS OF THE LAW DEPARTMENT**

LA has seen and stated that no law point is involved.

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

Nil required.

12. **DETAILS OF PREVIOUS COUNCIL RESOLUTIONS, EXISTING LAW OF PARLIAMENT & ASSEMBLY ON THE SUBJECT,**

Reso. No.32 dt. 20.8.1971.

13. **CERTIFICATION THAT ALL CVC GUIDELINES HAVE BEEN FOLLOWED WHILE PROCESSING THE CASE,**

Not applicable

14. **RECOMMENDATIONS**

Council may approve the revised guidelines/policy for life span and condemnation norms/procedure for NDMC vehicles as proposed in para 4.

**COUNCIL'S DECISION**

Resolved by the Council to approve the following revised guidelines/policy for life span and condemnation norms/procedure for NDMC vehicles :

	Type of Vehicles	Kms.	Years
(i)	Heavy Commercial Motor Vehicles	4,00,000	10
(ii)	Motor vehicles fitted with engines upto 20 H.P.(RAC)	1,50,000	6.5
(iii)	Motor cycles fitted with engines of 3.5 hp. (RAC) or above	1,20,000	7
(iv)	Motor cycles fitted with engines of less than 3.5 hp (RAC)	1,20,000	6
(v)	Vehicles which are more than 15 years old, without any reference to the kilometers covered by such vehicles		
(vi)	The Chairperson, NDMC is authorized to approve premature condemnation of vehicles in justified cases by relaxing above norms with due concurrences of the Finance Department.		
(vii)	Vehicles may be condemned on the basis of the recommendations of a Condemnation Board consisting of the following: CE(E) or his representative; b) CE(C) or his representative; c) Municipal Officer of Health; d) Representative of Finance Deptt.; e) Director (GA); f) EE(A) INA; g) EE(A) LBN; h) AE(A) INA; i) AE(A) LBN		

*[Signature]*  
 For Secretary

1397-133 - Copy of Memo. No. 12 (T-02) Annexure - II  
 20.11.2021

R/455/Din(Tpt)  
 03/03/22 - ITEM NO. 40 (T-02)

MM  
 Dir (Transport)  
 EE (Auto)

1.	Name of Project	Using electric vehicles (staff cars) by the NDMC	
2.	Name of Department	Transport Department, NDMC Auto Workshop, IBI	
3.	Brief History	The Auto workshop looks after the purchases, repair & maintenance of all the municipal vehicles comprising of staff cars, water tankers, electric tower ladders, Ambulances, tractors, motorcycles etc. belonging to various departments of the NDMC. The Govt. of NCT of Delhi has notified the Electric vehicle policy, vide notification file no. DC/OPS/TPT/1260/2018/38704 dated 07.08.2020 with an objective to shift the petrol/diesel vehicles fleet to electric vehicles for a clean & eco-friendly environment. Apart from this policy, concerned agencies of Government of India are also promoting use of electric vehicles. NITI Aayog and Ministry of Power have also issued guidelines and necessary advisories on various occasions for promoting use of electric vehicles.	
4.	Detailed proposal on the subject/project	Delhi NCR region has been severely affected by the Air Pollution recently and different measures are being taken to control air pollution. This is a known fact that petrol and diesel vehicles are one of major cause for this air pollution. Therefore, NDMC is planning to phase out its Petrol/Diesel Vehicles in the phased manner and to switch over to electric vehicle (staff cars). Hence, to give its due to control air pollution, in compliance of various guidelines' advisories from regulatory agencies from time to time and to encourage use of electric vehicles in NDMC area, it is proposed that NDMC will use electric vehicles (staff cars) in future and petrol/diesel vehicles currently in use will be condemned as and when they complete their prescribed time span as per NGT guidelines.	
5.	Financial implications of the proposal	The same to be worked out when proposal for electric vehicles will be initiated.	
6.	Implementation schedule with time limits for such stage including internal processing	Proposal for e-vehicles will be initiated as per demand and requirement of vehicles.	
7.	Comments of the Finance Department on the subject with Diary No. & Date	Observations	Replies
		1. Draft agendum has been received from Director(TPT) in editable draft format vide DFA-18833 for obtaining approval of competent authority i.e. Council that NDMC will use only Electric Vehicles(Staff Cars) in future and Petrol/Diesel vehicles currently in use will be condemned as and when	Agreed.

R/4255/EE(D)/M  
 04/03/22

	they complete their prescribed time span as per NGT/regulatory bodies guidelines.	
	2. The proposal is stated to be in compliance of various guidelines/ advisories issued by regulatory agencies from time to time and to encourage use of electric vehicles in NDMC area. Further the Govt. of NCT of Delhi has issued a notification vide file No. DC/OPS/TPT/1260/2018/38704 dated 07/08/2020 with an objective to shift the petrol/diesel vehicles fleet to electric vehicles for a clean & eco friendly environment as Delhi NCR region has been severely affected by the air pollution recently and different measures are being taken to control air pollution and petrol/diesel vehicles are one of major causes for the issue.	Agreed
	3. Sl. 5 of agendum reveals that there is no financial implication involved in the proposal at this stage. The agendum has been referred to FD as the same is necessary as per the prescribed format of the agenda.	Agreed, at present no financial implication involved.
	4. Department bringing out the tentative financial implication on the proposal, may submit the proposal for seeking approval of Council	Financial implication, if any, shall be worked out as and when the case in the subject matter will be processed.
	5. It is further advised that the case may be submitted to finance after preparation of proper estimate for financial scrutiny.	Proper estimate shall be submitted to Finance Department as and when some proposal for electric vehicles is processed



8.	Legal Implication of the subject	No legal implication is involved
9.	Comments of the Law Department on the subject/project	Law department has seen the case No legal implication is involved.
10.	Certifications by the Department that all Central Vigilance Commission(CVC) guidelines have been followed while processing the case	All CVC guidelines shall be followed.
11.	Recommendation	It is recommended by the Council that NDMC will use only electric vehicles (staff cars) in future (except in the case of exigency with the approval of Chairman NDMC) and petrol/diesel vehicles currently in use will be condemned as and when they complete their prescribed time span as per NGT/ Regulatory Bodies guidelines.
12.	Draft Resolution	Resolved by the Council that the proposal contained in para 11 is approved.

**COUNCIL'S DECISION**

Resolved by the Council that NDMC will use only electric vehicles (staff cars) in future (except in the case of exigency with the approval of Chairman NDMC) and petrol/diesel vehicles currently in use will be condemned as and when they complete their prescribed time span as per NGT/ Regulatory Bodies guidelines

It is further resolved by the Council that the concerned departments may initiate further necessary action on the decisions taken by the Council as above, in anticipation of confirmation of the Minutes.

*D. Senapata*

For Secretary  
 New Delhi Municipal Council  
 New Delhi.

ANNEXURE 3

Brief Summary of Diesel / CNG Vehicles

- |                    |         |
|--------------------|---------|
| 1. Diesel Vehicles | 66 Nos. |
| 2. CNG Vehicles    | 47 Nos. |

Copy of Res. No. 13 (Civil)

**ITEM NO. 13 (Civil)**

Sanctioned by Council  
Date: 16.12.2022

**1 Name of the Subject:**

Requirement of documents for sanction of filtered water & sewer connection from the applicants at the time of submission of applicant forms - Amendment in requirement of documents to ensure metered water connection for all.

**2 Name of Department**

Water Supply Division under Civil Engineering Department

**3 Brief History of the Project**

Filtered Water & Sewer Connections are provided to applicants within the NDMC jurisdiction on submission of application forms along with certain supporting documents as per Form-I stated in the Bye-Law no. 3 i.e. application for grant of water connection of "The New Delhi Municipal Council (Filtered Water Supply) Bye-laws 2007" resolved by Council Decision vide resolution no. 12 (A-30) dated 22.08.2007 "Resolved by the Council that the New Delhi Municipal Council (Filtered Water Supply) Bye-laws 2007 is approved and the same be sent to the Government of the NCT of Delhi, for approval and publication in the official gazette, in anticipation of confirmation of minutes". Although, (Filtered Water Supply) Bye-laws 2007 was resolved by council but publication in the official gazette or notification is not taken place. Form I of Bye-Law 3(1) for "Application for Domestic/ Commercial Filtered Water/ Sewer connection in the jurisdiction of NDMC area" has following documents requirement from applicants at the time of submission of application forms in duplicate duly filled in and attested by registered plumber in the office of Executive Engineer (Water Supply):-

1. Photostat copy of ration card or bonafide proof of occupancy of the building in which the connection is required.
2. NOC from owner/ Rent receipt in case of occupier/ lessee.
3. Copy of last paid electric/ water bill.
4. Copy of last paid House tax bill, in case of owner.
5. Copy of completion certificate/ completion plan in case of owner.
6. Affidavit in Form III

Later on, the proposal of water supply for "Requirement of documents for sanction of Filtered Water & Sewer Connection from the applicant at the time of submission of application forms" was resolved by Council vide its resolution no. 50 (A-16) dated 20.12.2019 with the following documents listed below to comply the Council Decision "Resolved by the Council that permanent electric and water connections be provided to all consumers in notified JJ Clusters area with no specific municipal address, as per DERC regulations, 2017" resolved vide resolution no. 14 dt. 07.12.2017:-

1. Identity proof in the shape of Aadhar Card for residence proof.
2. Copy of last paid Electricity bill or sanction letter of Electric connection in case Electricity connections has been sanctioned recently.
3. Affidavit and Indemnity bond (Form II and III) as per filtered water supply bye-laws 2007 placed at Annexure 'A' & 'B'.
4. Other related documents i.e. Prescribed application form duly filled-up and signed by the applicant and also attested

- by the registered plumber along with site plan prepared by the registered plumber.
5. Charges for water & sewer connection shall be applicable as per prevailing basis or as per filter water supply bye laws 2007.
  6. Apart from above, the provisions of existing Bye-Laws shall be followed.

#### 4 Detailed Proposal on the Subject/Project

Considering the vision of Har Ghar Jal and to ensure easy access for each and every applicant to get metered water connection it is proposed to ease out the procedure with minimum documents required and inline by adopting DERC recommendation/ guidelines for NEW AND EXISTING CONNECTIONS (Regulation 10, Sub-regulation II and III of Chapter-III). Accordingly, following documents may be obtained from applicants (i.e. NDMC area residents) at the time of submission of application forms for new filtered water & sewer connections within NDMC jurisdiction. Existing process for sanctioning of water and sewer connection requires numerous documents which are not available with the many applicants and to fulfill the basic need of water of residents/applicants of NDMC area, it is suggested to make the process of water & sewer connections sanction simple.

1. For identity proof any one of the following documents:-
  1. Passport Copy (front & last page on single page)
  2. Electoral identity Card
  3. Driving licence
  4. Aadhar Card
  5. PAN card
  6. Ration Card
  7. Photo Identity Card issued by any Govt. Agency.
  8. If the applicant is an organization, certificate of incorporation/ registration issued by the Registrar and proof of authorization /resolution of Board for authorizing the person.
2. Documents proof for legal ownership or occupancy of the premises, any one of the following documents :
  - i. Certified copy of the title deed onward/ return.
  - ii. Certified copy of registered conveyance deed.
  - iii. General Power of Attorney (GPA)
  - iv. Possession letter/ allotment letter
  - v. Rent receipt/ lease agreement along with no objection certificate & proof of ownership of land lord.
  - vi. Aadhar Card
  - vii. For bonafide consumers residing in JJ clusters or in other areas with no specific municipal address, NDMC shall accept either ration card or electoral identity card mandatorily having the same address as a proof of occupancy of the premises.
3. Rest other documents like indemnity bond, Affidavit, etc. shall remain same and application form with required modification at Sr 7 and in list of Enclosure.
- 4.

The below table is showing the proposed documents as required for the water and sewer connection

Prevailing list of documents required as Council resolution no. 50 (A-16) dated 20.12.2019	Documents as per "DERC Regulation 2017" Chapter-III Regulation 10 Sub Regulation (2) and (3)	Proposed change in submission of documents
<ol style="list-style-type: none"> <li>1. Identity proof in the shape of Aadhar Card for residence proof.</li> <li>2. Copy of last paid Electricity bill or sanction letter of Electric connection in case Electricity connections has been sanctioned recently.</li> <li>3. Affidavit and Indemnity bond (Form II and III) as per filtered water supply bye-laws 2007 placed at Annexure 'A' &amp; 'B'.</li> <li>4. Other related documents i.e. Prescribed application form duly filled-up and signed by the applicant and also attested by the registered plumber along with site plan prepared by the registered plumber.</li> <li>5. Charges for water &amp; sewer connection shall be applicable as per prevailing basis or as per filter water supply bye laws 2007.</li> <li>6. Apart from above, the provisions of existing Bye-Laws shall be followed.</li> </ol>	<p><b>(2) Proof of identity of the applicant:-</b> Any of the following documents shall be accepted as proof of identity:-</p> <ul style="list-style-type: none"> <li>• electoral identity card;</li> <li>• passport;</li> <li>• driving license;</li> <li>• ration card having photograph;</li> <li>• Aadhar card;</li> <li>• PAN card;</li> <li>• photo identity card issued by any Government agency;</li> <li>• If the applicant is an organization, certificate of incorporation/ registration issued by the Registrar and proof of authorization /resolution of Board for authorizing the person.</li> </ul> <p><b>(3) Proof of ownership or occupancy of the premises:-</b> Any of the following documents shall be accepted as the proof of ownership or occupancy of premises:-</p> <ul style="list-style-type: none"> <li>• certified copy of title deed;</li> <li>• certified copy of registered conveyance deed;</li> <li>• General Power of Attorney (GPA);</li> <li>• allotment letter/possession letter;</li> <li>• valid lease agreement alongwith undertaking that the lease agreement has been signed by the</li> </ul>	<p><b>For identity proof any one of the following documents.</b></p> <ol style="list-style-type: none"> <li>1. Passport Copy (front &amp; last page on single page)</li> <li>2. Electoral identity Card</li> <li>3. Driving licence</li> <li>4. Aadhar Card</li> <li>5. PAN card</li> <li>6. Ration Card</li> <li>7. Photo Identity Card issued by any Govt. Agency.</li> <li>8. If the applicant is an organization, certificate of incorporation/ registration issued by the Registrar and proof of authorization /resolution of Board for authorizing the person.</li> </ol> <p><b>Documents proof for legal ownership or occupancy of the premises, any one of the following documents :</b></p> <ol style="list-style-type: none"> <li>1. Certified copy of the title deed onward/ return.</li> <li>2. Certified copy of registered conveyance deed.</li> <li>3. General Power of Attorney (GPA)</li> <li>4. Possession letter/ allotment letter</li> <li>5. Rent receipt/ lease agreement along with no objection certificate &amp; proof of ownership of land lord.</li> <li>6. Ration Card</li> <li>7. Electoral Identity Card</li> </ol>

	<p>owner or his authorized representative;</p> <ul style="list-style-type: none"> <li>• rent receipt not earlier than 3 (three) months alongwith undertaking that the rent receipt has been signed by the owner or his authorized representative;</li> <li>• mutation certificate issued by a Government body such as Local Revenue Authorities or Municipal Corporation or land owning agencies like DDA/L&amp;DO;</li> <li>• sub-division agreement;</li> <li>• For bonafide consumers residing in JJ clusters or in other areas with no specific municipal address, the licensee may accept either ration card or electoral identity card mandatorily having the same address as a proof of occupancy of the premises.</li> </ul>	
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**5 Financial Implication of the proposed Subject**

There is no financial implication.

**6 Implementation Schedule with Time Limits for such stage including Internal Proceedings**

Not applicable

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

**8 Legal Implication of the subject/project**

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

- i. Resolution No. 12 (A-30) dated 22.08.2007
- ii. Resolution No. 14 dated 07.12.2017

- iii. Resolution No. 50 (A-16) dated 20.12.2019
- iv. Resolution No. 10 (A-24) dated 30.03.2022

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

**11 Certification by the department that all CVC guidelines have been followed while processing the case**

All CVC guidelines, has been followed while processing the case.

**12 Recommendations**

To make the process of water & sewer connections sanction simple, the following documents for domestic & non domestic (both) may be obtained from the applicants for new filtered water & sewer connections as under:

1. For identity proof any one of the following documents.
  - i. Passport Copy (front & last page on single page)
  - ii. Electoral identity Card
  - iii. Driving licence
  - iv. Aadhar Card
  - v. PAN card
  - vi. Ration Card
  - vii. Photo Identity Card issued by any Govt. Agency.
  - viii. If the applicant is an organization, certificate of incorporation/ registration issued by the Registrar and proof of authorization /resolution of Board for authorizing the person.
2. Documentary proof for legal ownership or occupancy of the premises, any one of the following documents :
  - i. Certified copy of the title deed onward/ return.
  - ii. Certified copy of registered conveyance deed.
  - iii. General Power of Attorney (GPA).
  - iv. Possession letter/ allotment letter
  - v. Rent receipt/ lease agreement along with no objection certificate & proof of ownership of land lord.
  - vi. Aadhar Card
  - vii. For bonafide consumers residing in JJ clusters or in other areas with no specific municipal address, NDMC shall accept either ration card or electoral identity card mandatorily having the same address as a proof of occupancy of the premises.
3. Affidavit and indemnity bond (Form II and III) as per filtered water supply bye-laws 2007 placed at Annexure 'A' & 'B'
4. Other related documents i.e. Prescribed application form duly filled in and signed by the applicant and also attested by the registered plumber along with site plan prepared by the registered plumber.
5. Charges for water & sewer connection shall be applicable as per prevailing basis or as per filter water supply bye-laws 2007 (except for JJ Clusters).

This would be subject to the provision that the grant of such connections shall not confer any right for claiming the ownership or occupancy right to the said property.

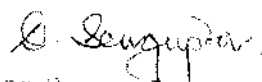
**13 Draft Resolution**

Resolved by the Council to the proposal of the department as contained in para 12 of the preamble.

**COUNCIL'S DECISION**

Resolved by the Council to accord approval to the proposal as mentioned in para 12 of the Preamble/ agenda note.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

  
For Secretary  
New Delhi Municipal Council  
New Delhi.



Copy of Memo No. 14 (ELECTRIC)

OF

Subject: Grid Connected Solar Power Plant  
Date: 16.12.2012**ITEM NO. 14 (ELECTRIC)****1. Name of the subject:**

Procurement of Solar Energy through 23 Nos. Grid Connected Roof Top Solar Power Plant installed by M/s Rays Power Experts Pvt. Ltd. in NDMC area for 25 years @Rs.6.35/kWh.

**2. Name of the Department: Electricity Department****3. Brief History of the subject:**

NDMC is the deemed distribution licensee for distribution of electricity to the consumers in NDMC area Under Section 195 to 201 of the NDMC Act 1994. Hence, NDMC has the obligations of a Licensee under the Indian Electricity Act, 1910 in respect of New Delhi Area.

DERC has notified the Electricity Regulatory Commission (Renewable Purchase Obligation and Renewable Energy Certificate Framework Implementation) Regulation 2012 with effect from October 2012 and it states as follows:

"Every obligated entity shall meet its RPO target by way of its own generation or by way of purchase from other licensee(s)/Source(s) or by way of purchase of Renewable Energy Certificates(s) or by way of combination of any of the above options."

In compliance of the above Regulations, NDMC entered into 23 Power Purchase Agreements dt.11.03.2015 with M/s Rays Power Experts Pvt. Ltd. so that, Renewable Purchase Obligation (RPO) may be discharged from Solar Power to avoid any penalty as decided by the Commission in case of non compliance of RPO.

**4. Detail proposal of subject:**

For installation of Grid Connected Roof Top Solar Power Plant, tenders were called by Director (Project) & M/s. Rays Power Experts Pvt. Ltd. was selected as the lowest bidder @ Rs.6.35 per Unit, in RESCO mode. Power Purchase Agreement (PPA) was signed with the firm for installation of Grid Connected Rooftop Solar Power Plant on NDMC owned buildings.

M/s Rays Power Experts completed the installation of Grid Connected roof top solar power plant on 23 locations with an aggregate installed capacity of 1.134MWp.

The agreements have been entered for a period of 25 years. It is pertinent to mention that the approval from the Ministry of New & Renewable Energy (MNRE) for the Renewable Energy Project pursuant to which PPA has been entered into including the permission for subsidy to make available to the supplier have duly been sought and received.

NDMC filed an application for approval of the PPAs from the Hon'ble Commission vide No.D-165/Dir.(Power)/16 dt.11.11.2016. However, Hon'ble Commission approved the PPAs after filing the Petition vide No.29/2021 & 11/2022. Hon'ble Commission passed the order on dt.28.04.2022 for the following:

- a) Grants approval to the 23 Nos. of PPAs dated 11.03.2015 executed between the Petitioner and the Respondent.
- b) Adopts the tariff discovered by bidding process, i.e. Rs. 6.35/kWh from the date of actual commercial operation of the project.

#### 5. Financial implication of the proposal

The energy procured through Roof Top Solar Plant will replace equal quantum of energy being received through conventional sources. Hence, there is no additional financial implication.

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

The work of installation of rooftop PV Cell to generate 4MW power with grid connectivity was awarded by the Projects Department to M/s Rays Power Experts Pvt. Ltd. being the lowest bidder @Rs.6.35/- per unit for Solar Power generated. The Power Purchase Agreement (PPA) was executed by the Projects Department for installation of Rooftop Solar Power Plant of 1.816MW. The completion date of Rooftop Power Plant was as under:

- (i) Stipulated date of start of work i.e. signing of PPA- 26.03.2015
- (ii) Stipulated date of completion i.e. 60 days with grace period of 14 days-07.06.2015
- (iii) Actual date of completion - 06.06.2016

M/S Rays Power Experts Pvt Ltd, could not complete the work within due date, therefore the work was transferred to Electricity Deptt-II for getting the work executed.

After execution of work, the file was transferred to Power Department for releasing the payment on the basis of Solar Energy generated.

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

Finance Deptt. vide their Noting dt.03.03.2017 (Page 231/C) has no objection to the proposal of the department, however while submitting the case to the Competent Authority the Department Ensure and certify that all information and data and computation are correct.

1. Ensure that actual date of commissioning as mentioned at

page 112/C are correct and entered in the relevant record duly authenticate by the concerned officers.

2. Ensure and certify that no undue benefit has been given to the contractor firm while calculating the proposed amount of liquidated damages.
3. Ensure that the proposed amount of liquidated damages is deducted from any of the dues payable to the firm.

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

In view of the observation of Finance Deptt., the Electricity Department obtained the approval of Chairman, NDMC on dt. 19.06.2017:

1. To grant 366 days time of extension for completion of subject cited work with levy of penalty.
2. To accept the revised capacity of 1.134MW installed roof top solar power plant due to of the site constraints.
3. To recover liquidated damages of Rs.1,03,93,825/- from M/s Rays Power Experts Pvt. Ltd. from the bills payable to the firm from solar power generation.
4. To release the proportionate subsidy, amounting Rs.40,82,400/- to M/s Rays Power Expert Pvt. Ltd. as per the provisions/ guidelines issued by MNRE.

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

As detailed in SI.No.7 above.

**10. Legal implications of the subject**

Legal Department vide Note dt. 29.05.2017 (recorded at 431/C) informed that: There is No Legal issue is involved in this case. However the department is to ensure that the figures of liquidated damages and subsidy amount mentioned there is as per NIT and NO undue benefit has been given to contractor in any manner.

**11. Details of the previous Council resolutions, existing Law Of Parliament and Assembly on the subject.**

N/A

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

Not required

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

Not required

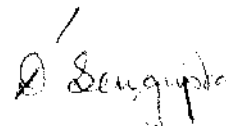
**14. Recommendations**

The case is submitted before Council for kind information and approval, based on DERC recommendations.

**COUNCIL'S DECISION**

Resolved by the Council to accord approval to the proposal of the Department, based on DERC recommendations subject to proper verification of the actual generation of power through the solar panels installed by the Company.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.



For Secretary  
New Delhi Municipal Council  
New Delhi.

ITEM NO. 15 (CS)CONTRACTS/SCHEMES INVOLVING AN EXPENDITURE OF RS. 1 LAC BUT NOT EXCEEDING RS. 400 LACS.

Section 143 (d) of NDMC Act, 1994 provides that every contract involving an expenditure of Rs.1 lac but not exceeding Rs.400 lacs under clause 143 (c) shall be reported to the Council. In pursuance of these provisions, a list of contracts entered/executed upto **September/October 2022**, have been prepared.

A list of the contracts, entered into for the various schemes, is accordingly laid before the Council for information. **(See pages 148 - 170).**

COUNCIL'S DECISION

Council noted the information as contained in the agenda note.

For Secretary  
New Delhi Municipal Council,  
New Delhi.



**LIST OF CONTRACTS / SCHEMES INVOLVING AN EXPENDITURE OF RS. 1.00 LAC,  
BUT NOT EXCEEDING RS. 400 LAC AWARDED DURING SEPTEMBER - 2022**

S. No	DEPT/ Divi	Name of work	Date of Award	Name of contractor	Slipulated date of start	Value of Award in Lacs	Slipulated date of Completion	% of Work done	Reason of Delay (if any)
1	CE(C-1) / R-I	Repair and maintenance of Infrastructure Assets in R-I Division during 2021-22. SH:- Reconstruction of damaged manhole and de-sinking of 450mm dia. drainage line at Tansen Marg.	05.09.22	M/s Shiv Construction	31.08.22	3.68	30.09.22	Work yet to be started	
2	CE(C-1) / R-I	Repair and maintenance of Infrastructure Assets in R-I Division during 2022-23. SH:- De-silting of existing drainage line of 450, dia. and providing grass pipe at Tilak lane.	05.09.22	M/s S.K. Construction	31.08.22	4.69	30.09.22	Work yet to be started	
3	CE(C-1) / R-I	T/M of SW Drains in R-I Division during 2022-23. SH:- Providing and laying 300mm dia. RCC pipe at entrance of Indian Coast Guard office at C-Hexagon.	12.09.22	M/s Aarti Construction	30.08.22	3.50	29.09.22	100%	
4	CE(C-1) / R-I	R/R Works under K-II Head in R-I Division. SH:- Restoration of footpath cut by PWD Govt. of NCT of Delhi area under the jurisdiction of Sub Division-BIR at Bhagwan Dass road, B.K Road xing to R.S. Flyover.	19.09.22	Sh. Ramesh Kumar	18.09.22	3.79	17.11.22	100%	
5	CE(C-1) / R-I	T/M of SW Drains in R-I Division during 2022-23. SH:- De-silting of existing 450mm dia. and 600mm dia. drainage line by Super Sucker Machine in the area of R-I Division	30.09.22	Sh. Jaspal Singh	03.10.22	6.17	02.01.23	Work yet to be started	
6	CE(C-1) / R-I	T/M of SW Drains in R-I Division during 2022-23 SH:- Rectification of cross drainage pipes at Bhagwan Dass road near Lawyers Chamber and Dr. Zakir Husaan Marg near New Building of Delhi High Court.	30.09.22	M/s Aarti Construction	27.09.22	2.95	10.11.22	50%	
7	CE(C-1) / R-I	R/R of work under K-II head in R-I division. SH:- Restoration of footpath cut by M. s. Telesepic Network Ltd Area under the jurisdiction of Sub Division at Princess Park, M.J.R.Phule marg, Handkot House Lane, B.D. Road, School Lane, Fire Brigade Lane area.	30.09.22	Sh Ramesh Kumar	04.10.22	2.32	03.11.22	Just Awarded	

8	CE(C-I) /R-II	Technical Maintenance of SW Drainage System in R-II Division during 2022-23. SH:- Day to Day repair work in Drainage system during rainy season under Khan Market Drainage Service Center.	02.09.22	Sh. Chander Prakash	29.08.22	3.51	28.11.22	95%	
9	CE(C-I) /R-II	Technical Maintenance of SW Drainage System in R-II Division during 2022-23. SH:- De-Silting of Lodi Colony Block C-III, 19, 21 and Jor Bagh Area under Sub Division-II(R-II)	02.09.22	M/s Buland Constructions	29.08.22	2.84	28.10.22	Yet to be start	
10	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23. SH:- Providing and Fixing of Ornamental Link Chain at Roundabout near Claridges Hotel in the Area of Sub Division-II(R-II).	02.09.22	M/s Gupta Construction	01.09.22	4.61	15.10.22	90%	
11	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 21-22. SH:- Repairing to the Existing side Berm/footpath along the Lane in New Khanna market in the Area of Sub Division-III(R-II)	02.09.22	M/s Aarti Construction	29.08.22	4.19	28.10.22	70%	
12	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23. SH:- Repairing of Footpath at Karbala Lane, Lodi Colony and Fixing Bollard in the Area of Sub Division-III(R-II)	06.09.22	M/s D.K. Enterprises	01.09.22	2.40	30.09.22	Yet to be start	
13	CE(C-I) /R-II	Repair and Maintenance of Infrastructure Assets in R-II Division during 2022-23. SH:- De-Silting of Drainage line from 1 Safdarjung Lane to 15 Safdarjung Lane.	06.09.22	M/s D.K. Enterprises	01.09.22	2.15	31.10.22	Yet to be start	
14	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23. SH:- Enzymatic Treatment of Lake in Lodi Garden.	06.09.22	M/s Sign Age India Pvt. Ltd.	04.09.22	7.63	03.05.23	12%	
15	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23. SH:- Improvement to Road Channal at Tees January mang under the Area of Sub Division-II(R-II)	06.09.22	M/s Shining India Construction and Supply Co.	01.09.22	2.70	15.10.22	90%	
16	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23. SH:- De Silting of Block C-III to Block along with CPWD Quarter Lodi Colony area under Sub Division-III(R-II)	08.09.22	M/s Shiv Construction Co.	02.09.22	3.75	01.11.22	Yet to be start	



17	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23. SH:- Repair of Footpath and Drainage Near 140 Jor Bagh, in the Jurisdiction of Sub Division-III(R-II).	08.09.22	M/s Aarti Construction	01.09.22	3.42	31.10.22	Yet to be start	
18	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23. SH:- Repair and Improvement of Toe Wall near Jor Bagh Metro Station area under Sub Division-III(R-II)	12.09.22	M/s Shining India Construction and Supply Co.	06.09.22	3.18	05.11.22	Yet to be start	
19	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23. SH:- Repairing and Improvement of Damaged table top on Safdarjung Road in the Area of Sub Division-I(R-II)	12.09.22	M/s Aarti Construction	12.09.22	2.68	11.11.22	100%	
20	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23. SH:- Hiring of Open Body Tipper/ Truck for Man Singh Road Service Center in the Area of Sub Division-II(R-II)	16.09.22	M/s Jay Pee Enterprises	14.09.22	4.38	13.02.23	10%	
21	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23. SH:- Improvement to Road Channel at Prithviraj Road from Q-Point Roundabout to Rajesh Pilot Marg Crossing under the Area of Sub Division-II(R-II).	16.09.22	M/s Rajni Construction Co.	12.09.22	2.80	26.10.22	Yet to be start	
22	CE(C-I) /R-II	Technical maintenance of SW Drainage System in R-II division during 22-23. SH:- Rehabilitation of Settled manhole of the Barrel at Humanyun Road.	16.09.22	Sh. Chander Prakash	18.09.22	4.25	17.10.22	100%	
23	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 22-23 SH: Providing and Applying Thermoplastic paint at Archbishop Makaritarus Marg and Rajesh Pilot Marg.	16.09.22	Sh. Manish Chandak	12.09.22	4.68	11.10.22	Yet to be Start	
24	CE(C-I) /R-II	Repair and maintenance of infrastructure assets in R-II division during 2022-23. SH: Providing and fixing Ceramic Wall Tiles on Platform of Cactus House in Lodi Garden.	23.09.22	Sh. Jaspal Singh	14.09.22	3.62	13.11.22	Yet to be Start	





25	CE(C-I) /R-III	Repair and Maintenance of infrastructure assets in R-III division during 2022-23. SH:- Regular cleaning & Sweeping of footover bridge at Aurobindo Marg.	06.09.22	M/s R.K. Electricals	07.09.22	1.20	06.09.23	8%	
26	CE(C-I) /R-III	Repair and Maintenance of infrastructure assets in R-III division during 2022-23. SH:- Repair of footpath at I-Avenue road from BHS road to 11th cross road, Sarojini Nagar.	06.09.22	M/s Aarti construction	07.09.22	2.80	06.10.22	100%	
27	CE(C-I) /R-III	Repair and Maintenance of infrastructure assets in R-III division during 2022-23. SH:- Painting of MS railing and Gates of Security wall of Type-IV quarters at Laxmi Bai Nagar.	09.09.22	M/s Gautam Const. Co.	09.09.22	2.40	08.11.22	work yet to be start	
28	CE(C-I) /R-III	Repair and Maintenance of infrastructure assets in R-III division during 2022-23. SH:- Construction of Channel at BHS Road, DCAC Road & H-Avenue Road, Sarojini Nagar.	12.09.22	M/s Chahar Construction	12.09.22	3.61	11.10.22	work yet to be start	
29	CE(C-I) /R-III	R/R under K-II head in R-III division during 2022-23. SH:- Repairing /Restoration of road pothole through hot bitumen mix at Factory road and Laxmi Bai Nagar New Delhi.	09.09.22	Sh Bipin Kumar	09.09.22	4.99	8.11.22	90%	
30	CE(C-I) /R-III	R/M of infrastructure assets in R-III division during 2022-23. SH:- Repairing of RCC footpath under bridge Africa Avenue.	09.09.22	M/s Jay Pee Entp.	09.09.22	4.05	08.10.22	work yet to be start	
31	CE(C-I) /R-III	R/M of infrastructure assets in R-III division during 2022-23. SH:- Regular cleaning, watch and ward in Subway opposite INA Subway Aurobindo Marg.	12.09.22	M/s K.R. Electrical	16.09.22	1.59	02.02.23	20%	
32	CE(C-I) /R-III	R/M of infrastructure assets in R-III division during 2022-23. SH:- Regular cleaning, watch and ward of AIIMS Subway, Aurobindo Marg	12.09.22	M/s K.R. Electrical	16.09.22	1.55	08.01.23	20%	
33	CE(C-I) /R-III	Providing cross drainage on Aurobindo Marg to inter connect drainage lines near Dilli Haat through trenchless method	14.09.22	M/s Pushpender Singh Yadav Contractor.	14.09.22	25.22	13.11.22	work yet to be start	
34	CE(C-I) /R-III	R/M of infrastructure assets in R-III division during 2022-23. SH:- Providing and Fixing of Double side AAM Metal Hazard Delicator under Road Service Centre Laxmi Bai Nagar	15.09.22	M/s Jay Pee Entp	19.09.22	4.03	03.10.22	work yet to be start	



35	CE(C-I) /R II	MLALAD FUND. SH:- Providing Yoga Shed at North West Moti Bagh and repairing of stage at North West Moti Bagh.	19.09.22	Sh. Bipin Kumar	14.09.22	15.20	13.01.23	60%	
36	CE(C-I) /R-III	R/M of infrastructure assets in R III division during 2021-22. SH: Providing and Fixing and Repairing of SS Signage board in the jurisdiction of Laxmi Bai Nagar.	23.09.22	Sh. Gulshan Kumar	22.09.22	3.31	21.10.22	10%	
37	CE(C-I) /R-IV	Repair and Maintenance of Infrastructure Assets in R-IV Division during 2022-23. Sub-Head: Treatment of SW Drains and Silt received from SW Drain in the area in Scientific Manner and Environment Friendly Method at sanjay camp	12.09.22	M/s Dynamic Irrigation System	26.08.22	4.41	25.12.22	5%	
38	CE(C-I) /R-V	Repair and Maintenance of infrastructure assets in R-V Division during 2022-23. SH: Replacement of granite stone which is damaged during un filter water line repair and other at Hanuman Mandir Vatika.	07.09.22	M/s Kvaanns Enterprises	08.09.22	2.63	07.12.22	80%	
39	CE(C-I) /R-V	Repair and Maintenance of infrastructure assets in R-V Division during 2022-23. SH: Repair of de concretized around tree and footpath and informatory sign board at Mandir Marg.	21.09.22	Sh. Kailash Lal	21.09.22	4.20	20.11.22	30%	
40	CE(C-I) /R V	Deposit work in cutting K-II Head Restoration of footpath and parking area of Talkatora and GRG Road North Avenue back lane and Dhola Ghat No.4 (cutting done by Telesonic Network Ltd) Phase-II	21.09.22	M/s Aarn Const.,	21.09.22	4.37	20-01.23	60%	
41	CE(C-I) /R-V	Repair and Maintenance of infrastructure assets in R V Division during 2022-23. SH: Supplying and installation of outdoor SS 304 grade 50 feet pole with flag at Hanuman Mandir Vatika BKS Marg.	21.09.22	M/s Fast Track Engineering Contracts	21.09.22	7.37	20.11.22	Yet to be start	
42	CE(C-I) /R-V	Repair and Maintenance of infrastructure assets in R V Division during 2022-23. SH: providing and repairing interlocking portion back lane side of MPs flats BD Marg.	26.09.22	M/s Kundu Enterprises	30.09.22	2.97	29.1.22	10%	

(48)

43	CE(C-I) /R-V	Repair and Maintenance of infrastructure assets in R-V Division during 2022-23. SH : Repair of kota stone flooring of kitchen at Hanuman Mandir Vaitika BKS Marg	26.09.22	M/s Kundu Enterprises	01.10.22	2.96	31.01.23	12%	
44	CE(C-I) /R-V	Deposit work under K-II Head SH: Restoration of footpath at Pt. Pant Marg and Talkatora road pits (cutting done by PGCIL)	26.09.22	M/s Kundu Enterprises	01.10.22	3.71	31.12.22	15%	
45	CE(C-I) /R V	Repair and Maintenance of infrastructure assets in R-V Division during 2022-23. SH : providing and repairing and face lifting in front of Bunglow No.1 Jantar Mantar Road	26.09.22	M/s Kundu Enterprises	01.10.22	2.69	31.12.22	25%	
46	CE(C-I) /R V	Repair and Maintenance of infrastructure assets in R-V Division during 2022-23. SH : Repair of boundary wall in 1-17 Block 750 quarters in DIZ Area Gole Market.	26.09.22	M/s Kundu Enterprises	27.09.22	3.62	28.11.22	50%	
47	CE(C-I) /R V	T/M of SWD System in R-V Division during 2022-23. SH : Construction of sumps at venerable points at Shankar Road.	26.09.22	M/s S.S. Vashist & Co,	07.10.22	3.82	16.10.22	Work yet to bc start	Letter issued to Contractor on 30.09.22 AE(CP)
48	CE(C-I) : CP	Repair and maintenance of infrastructure assets in CP Division 2022-23. SH: Providing and laying Granite Flooring under Litter Bins Various Block of Connaught Place	13.09.22	M/s Kvaanms Enterprises	06.09.22	2.93	05.10.22		
49	CE(C-I) : CP	Repair and maintenance of infrastructure assets in CP division 2022-23. SH: Maintenance and Operation of 07 Nos. Underground Pedestrian Walkway under CP division for the period of 70 days.	13.09.22	Ms/ R.K Electricals	09.09.22	2.47	17.11.22	34%	
50	CE(C-I) : Store	9-B Suspense stock during 2022-23. SH: Supply of stacking of GI Pipe (20mm & 25mm dia nominalbore) in NDMC store.	06.09.22	M/s Sachdeva Engineers and Contractors	06.09.22	11.94	06.12.22	100%	
51	CE(C-I) : Store	9-B Suspense stock during 2022-23. SH: Supply of stacking of Instant Road Repair Bituminous Emulsion (Precoated Aggregate).	13.09.22	M/s Terchar Membranes & Bitumen Products Pvt Ltd,	13.09.22	10.40	12.10.22	100%	



52	CE(C-I) /Store	9-B Suspence Stock during 2022-23. SH: Supply and Stacking of Misc. Items (Lids, ACC Sheets, Looking Mirror).	13.09.22	M/s Kishori Lal & Sons	20.09.22	8.75	19.10.22	Yet to be Supplied	
53	CE(C-I) /Store	9-B Suspence Stock during 2022-23. SH: Supply and Stacking of GT cover only and GT covers with frame in NDMC Civil Store.	13.09.22	M/s Sushma Enterprises	13.09.22	11.06	12.11.22	Yet to be Supplied	
54	CE(C-I) /SMIN)	T/M of sewer line in NDMC area during 2022-23. SH: Replacement of existing damaged sewer line passing through 14, Copernicus Lane at Madhav Rao Scindia Marg.	20.09.22	M/s Kajal Engineering Works and Contractors	25.09.22	2.00	24.10.22	Yet to be Started	Road Cut Permission
55	CE(C-I) /SMIN)	T/M of sewer line in NDMC area during 2022-23. SH: Repair of settled 300 mm dia sewer line at Hanuman Road.	20.09.22	M/s Kajal Engineering Works and Contractors	25.09.22	3.00	14.10.22	90%	
56	CE(C-I) /SMIN)	T/M of sewer line in NDMC area during 2022-23. SH: Reconstruction of damaged manhole in the Jurisdiction of Khan Market sewerage service centre.	29.09.22	M/s Kajal Engineering Works and Contractors	30.09.22	2.00	29.01.23	Yet to be Started	
57	CE(C-I) /SMIN)	T/M of sewer line in NDMC area during 2022-23. SH: Replacement and raising of manholes damaged cover and frame under the jurisdiction of Sarojini Nagar Sewerage Service Centre.	30.09.22	M/s Sona Construction	27.09.22	3.00	26.03.23	Yet to be Started	
58	CE(C-I) /SMIN)	T/M of sewer line in NDMC area during 2022-23. SH: Providing & fixing/raising of cover frame in the Jurisdiction of Malcha Marg Sewerage Service Centre.	29.09.22	M/s Kajal Engineering Works and Contractors	29.09.22	4.00	28.12.22	Yet to be Started	
59	CE(C-I) /W S	Repair and Maintenance - Vehicles SH: Schedule service of water tankers (TATA Make) by providing and fixing Replacement of defective /unserviceable parts at water supply control room.	01.09.22	M/s North Delhi Motors	04.09.22	4.59	04.10.22	100%	
60	CE(C-I) /W S	Strengthening of water supply system in NDMC area. SH: Purchase of new meters and parts for meter workshop	16.09.22	M/s Mihir Associates	16.09.22	2.55	05.10.22	100%	



**LIST OF CONTRACTS/SCHEMES INVOLVING AN EXPENDITURE OF RS. 1.00 LAKH TO RS.400.00 LAKH FOR THE MONTH SEPTEMBER 2022.**

S. No	Divisional Zone	Name of work	Date of Award	Contracting Agency	Stipulated date of start	Awarded Cost/Estimated cost	Target date of completion	% age of physical progress	Remarks
1	EE (BM-I)	A/R & M/O Building in BM-I Division during 2022-23. SH: Repair & Maintenance of motor pump sets and accessories under Hanuman Road S/c.	08.09.2022	M/s S.S. Vashist & Co.	04.09.2022	Rs. 2,85,684/-	03.09.2023	5%	Work in Progress
2	EE (BM-I)	Sub Inp To Housing Complex, Bapu Dham, SH:- Const of RCC retaining wall and other allied civil items adjacent to access road to security Head Quarter (DP) and Bapu Dham Residential complex, Chanakyapuri.	15.09.2022	M/s Bipin Kumar	13.09.2022	Rs 55,27,559/-	12.01.2023	0%	Work yet to be started
3	EE (BM-I)	A/R & M/O Building in BM-I Division during 2022-23 SH: Providing manpower for day to day cleaning work at Shabodh Bhagat Singh Place.	22.09.2022	M/s R.K Jain & sons HSPL	26.09.2022	Rs. 1,53,711/-	14.12.2022	2%	Work in Progress
4	EE (BM-I)	A/R & M/O Building in BM-I Division during 2022-23 SH: Providing manpower for day to day cleaning work at International Inoculation Centre	22.09.2022	M/s R.K. Jain & sons HSPL	26.09.2022	Rs 2,1,547/-	23.06.2023	2%	Work in Progress
5	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23 SH: Bonding and fixing fiber glass sheet, chequered tiles at Para cabin office Yashwant Place, Chanakyapuri	03.10.2022	M/s Arpit Enterprises	01.09.2022	Rs. 3,62,261/-	30.11.2022	100%	Work completed
6	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23 SH: P/F work down wire fabric & bulleting/ pin up board at VTI New Delhi.	05.09.2022	M/s Arpit Enterprises	01.09.2022	Rs 3,75,067/-	15.10.2022	100%	Work completed
7	EE (BM-II)	Improvement to Atal Adarsh Prathamik Vidyalaya, Moh Baga SH P/F precast CC tiles, green chalk board and repair of columns & Chajjas etc at Atal Adarsh Prathamik Vidyalaya Moh Baga	05.09.2022	M/s Arpit Enterprises	01.09.2022	Rs 6,41,431/-	30.11.2022	90%	work in progress
8	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23 SH: Internal & exterior painting work at Navyug School Vindya Nagar, Chanakyapuri.	14.09.2022	M/s Jagan Const. Co.	01.09.2022	Rs. 1,97,940/-	31.10.2022	10%	work in progress
9	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23 SH: Discontinuing painting, synthetic enamel paint etc in occupation/ vacation flats under sub-div-II (BM-II).	14.09.2022	M/s Mohindra Const. Co	05.09.2022	Rs. 2,14,049/-	04.03.2023	5%	work in progress



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S. No	Divisional Zone	Name of work	Date of Award	Contracting Agency	Stipulated date of start	Awarded Cost/Estimated cost	Target date of completion	% age of physical progress	Remarks
10	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23. SH. Misc. repair and maint. Civil work at CPH, Moti Bagh.	14.09.2022	M/s Mohit Const. Co.	05.09.2022	Rs. 4,62,554/-	04.03.2023	100%	work in progress
11	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23. SH. Covering of open drain and relaying of CC interlocking paver at Yashwant Place, Chanakyapuri.	07.09.2022	M/s Mohit Const. Co.	08.09.2022	Rs. 4,42,156/-	07.11.2022	0%	Yet to be started
12	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23. SH. P/F wall tiles in staircase and parking area and other misc. over work in the residential building complex NDMC flats, Electric Sub Station North West Moti Bagh, New Delhi.	07.09.2022	M/s Mohit Const. Co.	11.09.2022	Rs. 4,27,937/-	10.10.2022	70%	work in progress
13	EE (BM-II)	Improvement to Charak Palika Hospital Moti Bagh. SH. Const. Of GI profile shed for oxygen storage manifold room new bio waste machine misc. civil work for creation of blood storage centre at CPH, Moti Bagh.	07.09.2022	M/s Mohit Const. Co.	11.09.2022	Rs. 4,12,714/-	10.11.2022	0%	Yet to be started
14	EE (BM-II)	Improvement to Palika Health Complex, Dharam Marg. SH. Const. Of shed for micro wave disinfection machine and fixing of metallic plate and other works Palika Health Complex, Dharam marg.	15.09.2022	M/s Gautam Const. Co.	08.09.2022	Rs. 1,62,406/-	22.09.2022	100%	Work completed
15	EE (BM-II)	Improvement to flat above ESS Panchsheel marg. SH. Renovation flat No.2 (111) ESS Panchsheel marg.	15.09.2022	M/s Gautam Const. Co.	11.09.2022	Rs. 3,48,184/-	10.10.2022	50%	Work in progress
16	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23. SH. Fixing of MS gate MS grill & floor tiles work at Aanchal School, Kaushya Marg.	20.09.2022	Sh Sanjay Goel	11.09.2022	Rs. 3,89,491/-	10.10.2022	100%	Work completed
17	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23. SH. Discrepancy, painting wall tiles, floor tiles & other misc. civil work under occupation/ vacation of municipal flats Moti Bagh S/c	22.09.2022	M/s Mohindra Const. Co.	21.09.2022	Rs. 2,83,467/-	20.03.2023	20%	Work in progress
18	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23. SH. Fixing steel work kota stone flooring and other misc. Civil work at Navyug School North West Moti Bagh	22.09.2022	M/s Kishore Sharma & Associates	25.09.2022	Rs. 4,00,004/-	24.11.2022	10%	Work in progress
19	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23. SH. P/F corrugated coil tearing MS safety floors & covering of over head tanks by wire mesh fabric at type-I Qre Vinay Marg Chanakyapuri	30.09.2022	Sh Sanjay Goel	23.09.2022	Rs. 4,57,046/-	24.11.2022	0%	Yet to be started

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S. No	Divisional Zone	Name of work	Date of Award	Contracting Agency	Stipulated date of start	Awarded Cost/Estimated cost	Target date of completion	% age of physical progress	Remarks
20	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23. SH: Replacing vision glass, door fittings & weather PU sealant at Talkatora Stadium.	30.09.2022	M/s JS Enterprises	25.09.2022	Rs. 3,27,833/-	25.09.2023	70%	Work in progress
21	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23. SH: Providing manpower (Safai Karamchari) for day to day cleaning work at Chanakya Bhawan & Yashwant Place Complex.	03.10.2022	M/s R.K. Jain & Sons HSPL	28.09.2022	Rs. 1,90,246/-	09.11.2022	10%	Work in progress
22	EE (BM-II)	A/R & M/O Building in BM-II Division during 2022-23. SH: Fixing & painting works at Talkatora Indoor Stadium.	30.09.2022	M/s Mohindra Cont. co.	28.09.2022	Rs. 2,20,791/-	27.11.2022	50%	Work in progress
23	EE (BM-II)	Imp to Palika Enclave Housing Complex at Mot Bagh. SH: P/F G profile sheet wooden flooring, painting work at Porta cabin (gym) Palika Enclave, 99 qtr. Mot Bagh.	30.09.2022	M/s Gaaran Const. Co	25.09.2022	Rs. 2,63,247/-	09.11.2022	0%	Yet to be started
24	EE BM-II	N/W - AR&MO Building in BM-III Division during 2021-22. SH: Providing manpower for day to day cleaning work in Palika Bazaar.	31.08.2022	M/s R. K. Electricas	08.09.2022	Rs. 3,47,606/-	16.10.2022	30%	Work in Progress
25	EE BM-III	N/W - AR&MO Building in BM-III Division during 2021-22. SH: Repair work in garage, drawing room and Gagebo at floor No. V-4 Satya Sadan Housing Complex.	02.09.2022	M/s Mohit Construction	02.09.2022	Rs. 7,54,543/-	16.10.2022	50%	Work in Progress
26	EE BM-III	N/W - Imp to Vidya Bhawan SH - Repair & Installation of Battracks, Porta Cabin, Shed and Watch Tower for CICF Security in Vidya Bhawan (Deposit Works)	02.09.2022	M/s Mohit Construction	02.09.2022	Rs. 38,44,570/-	01.12.2022	50%	Work in Progress
27	EE BM-III	N/W - AR&MO Building in BM-III Division during 2021-22. SH: Renovation works at Flat No. V-3C Satya Sadan	19.09.2022	M/s Shivnandan Consulting & Supplied Pvt Ltd	09.09.2022	Rs. 29,33,770/-	08.11.2022	20%	Work in progress
28	BM-PK	Sub - A/R & M/O Building in BM-PK division during 2021-22. SH - Repair and maintenance of motor pump set under Allaganj Service Centre	01.09.2022	M/s Vishwanath Electric works	08.09.2022	Rs. 4,99,793/-	07.05.2023	05%	Work in progress
29	BM-PK	Sub - A/R & M/O Building in BM-PK division during 2022-23. SH - Replacement of broken water closet at Babar Road Dispensary	02.09.2022	M/s Gaaran Construction Co	15.09.2022	Rs. 4,88,397/-	14.11.2022	70%	Work in progress

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2022-23

S. No	Divisional Zone	Name of work	Date of Award	Contracting Agency	Stipulated date of start	Awarded Cost/Estimated cost	Target date of completion	% age of physical progress	Remarks
30.	BM-PK	Sub :- A/R & M/O Building in BM-PK division during 2022-23. SH :- Misc repair and maintenance and renovation work for Bagh community Centre.	07.09.2022	M/s Arpit Enterprises	16.09.2022	Rs. 4,96,332/-	15.11.2022	100%	Work completed
31.	BM-PK	Sub :- A/R & M/O Building in BM-PK division during 2022-23. SH :- Filling gap in between aluminum stone wood frame and adjacent RCC brick stone wood ceramic gypsum work by silicon sealant at various floor of Palika Kendra Building.	14.09.2022	M/s Deep Construction	19.09.2022	Rs. 4,86,840/-	18.10.2022	60%	Work in progress
32.	BM-PK	Sub :- A/R & M/O Building in BM-PK division during 2022-23. SH :- Annual white washing and painting in 18 qtr at Abul Fazal Road.	14.09.2022	M/s Shiv Dhanraj	19.09.2022	Rs. 7,24,352/-	18.11.2022	0%	Work yet to be started
33.	BM-PK	Sub :- A/R & M/O Building in BM-PK division during 2022-23. SH :- Misc repair work in pump room and ESS 1234 under Aliganj Service Centre	14.09.2022	M/s Shiv Dhanraj	14.09.2022	Rs. 4,97,702/-	13.11.2022	50%	Work in progress
34.	BM-PK	Sub :- Annual white washing like ORD painting etc and other misc work at 5 quarter Babar Road.	14.09.2022	M/s Shiv Dhanraj Construction	19.09.2022	Rs. 4,97,021/-	18.10.2022	0%	Work yet to be started
35.	BM-PK	Sub :- A/R & M/O Building in BM-PK division during 2022-23. SH :- Misc repair and finishing work like plaster repair distemper OBD etc at 36 Mahadev Road	27.09.2022	M/s RK Jain and Sons Hospitality Services Pvt Ltd	26.09.2022	Rs. 4,25,548/-	25.10.2022	60%	Work in progress
36.	Sp. Project	Sub- Construction of Veterinary Hospital near Bidhan Chandra Vidyalaya at Mot. Bagh, New Delhi. (Composite Work).	26.09.2022	M/s Vipul Construction	27.09.2022	Rs. 2,53,89,695/-	26.06.2023	0%	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 400 LACS FOR THE MONTH OF OCTOBER, 2022**

S. No.	Div. Zone	Name of Work	Date of Awards	Contracting Agency	Awarded Cost	Target date of completion	% of Physical progress	Remarks
1.	C-1	Construction of 11 KV ESS near American Embassy School, Chanakya Puri, New Delhi. SH: Cartage, Erection, Testing & Commissioning of HT Panels/LT Panels & Transformer 1000 KVA and earthing.	D 66/EE(E) C-1 Dated 25.01.2017	M/s. Control Wel Switchgears	Rs.19,40,700/-	03.02.2017	95%	Nothing with various reminders already sent to respective divisions i.e. EE(M/S) for commissioning of installed HT Panel & energization of laid HT cable, also as the work has already been completed on 31.10.2020. The ESS is still not commissioned by EE(M/S) Division.
2.	C-1	Providing new HT Connection of Electric load of 858 KW at NSB-1, Chanakya Puri, New Delhi. i) Laying of U/G HT XLPE cable 400 Sqmm/3C from ESS Vinay Marg & ESS NSB-1, Chanakya Puri including supply & Laying of HDPE pipe Sl. Th. Joint box & indoor End Termination at NSB-1, Chanakya Puri, New Delhi. ii) Cartage, Erection Testing and Commissioning of HT VCB panel, SITC of metering CT & PT including earthing at NSB 1, Chanakya Puri, New Delhi.	W.O. No.290 dated 21.10.2019  D-583/EE(E)C-1	M/s. Vishal Enterprises.  M/s Laxmi Electromech Pvt. Ltd	Rs. 17,51,101/-  Rs.6,29,729/	  14.08.2021	50%  90%	(i) Cable laying work of one HT feed completed. (ii) The case has been sent to Competent Authority to reject 2 <sup>nd</sup> call tender and approval to recall 3 <sup>rd</sup> call. Installation of HT Panel work has already completed and ready for commissioning, however, the load is to be sanctioned by D/S Division.

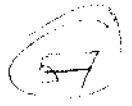
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3.	C-I	Providing HT Connection to upcoming operational offices for DGCA, BCAS, AAI, AERA and AAI at Safdarjung Airport, New Delhi. i) Cartage, Installation, Testing and Commissioning of HT VCB Panel, SITC of metering CT & adaptor box including earthing at ESS Safdarjung Airport, New Delhi.	W.O. No. 785/EE(E) C-1/2021-22 dated 75.05.2022	M/s. India Care	Rs. 6,58,534/-	23.07.2022	80%	HT panels work has been completed and will be commissioned after laying balance HT Cable.
4.	C-I	Permanent 11KV HT Electrical Connection for Main tunnel near Purana Quila Road & Mathura Road Junction. i) Cartage, Installation, Testing and Commissioning of HT VCB Panels Quila Road & Mathura Road Junction.	W.O. No.D 803/EE(E) C-1/2022-23 dated 05.08.2022	M/s. India Care	Rs.3,86,787/-	05.08.2022	95%	Work completed & commissioning work still pending due to HT cable laid by PWD becomes faulty.
5.	C-II	Cartage, Installation, Testing & Commissioning of HT VCB Panels, Transformer 1000 KVA, LT Panel, P/F of BTU and Providing earthing system at proposed ESS near Veeranwali Hospital, Chanakya Puri, New Delhi.	19.07.2018	M/s. A. B. Enterprises	Rs.10,84,300/-	28.02.2022	80%	CITC work completed & cable laying work price bid opened and under scrutiny.
6.	C-II	Cartage, Installation, testing & Commissioning of 1600 KVA rating Distribution Transformer-03 Nos, 1000 KVA rating Distribution Transformer 4 Nos. LT ACB panels in two tier formation-46 Nos. P& F bus ducting and providing earthing system at various E/S/S in Maintenance North area of NDMC.	18.12.2019	M/s. MEC Engineers	Rs.1,73,32,107/-	31.01.2022	95%	ESS Scindia House ducting work is in progress
7.	C-II	CITC of HT Panel board, BTU, earthing and allied works at proposed Electric Sub-station CPWD, Vidyut Bhawan, Shankar market, New Delhi	13.01.2020	M/s. India Care	Rs.3,42,679/-	29.06.2021	80%	CITC work completed & cable laying work NIT under scrutiny.
10.	C-V	CAMC of 04 Nos. Escalators Installed at Convention centre, NDCC Phase-II, Block -B	23.04.2021	M/s. Schindler India Pvt. Ltd.	Rs.36,73,132/- (For three years Plus Taxes Extra)	22.04.2024	50.82%	Work in Progress
11.	C-V	CAMC of 02 Nos. at Convention Centre, (Block-B) NDCC phase-II, New Delhi	01.05.2020	M/s. Kone Elevators India Pvt. Ltd	Rs.4,03,107/- (For three years Plus Taxes Extra)	30.04.2023	83.47%	Work in Progress
12.	C-V	CAMC of Elevators/14 Nos. lifts at NDCC Phase-II	01.17.2019	M/s. Kone Elevators India Pvt. Ltd	Rs.89,06,551/- (For three years) Plus Taxes Extra	30.11.2022	97.26%	Work in Progress

13.	C-V	CAMC of HVAC System (2x110TR) at Convention Centre, NDCC, Phase-II(BLOCK-B)	01.04.2022	M/s. Welcome Engineers	Rs.34,34,123/- (For three years) Plus Taxes Extra	31.03.2025	19.53%	Work in Progress
14.	C-V	Operation of Audio Equipment installed at Convention Centre, NDCC, Phase-II(BLOCK-B)	01.05.2022	M/s. Perfect Audio Visual Systems	Rs.43,17,134/- (For three years) Included Taxes}	30.04.2025	16.79%	Work in Progress
15.		AMC for 33 KV ABB make GIS Panels installed in NDMC Area for 5 <sup>th</sup> Year.	05.04.2021	M/s. Kay Dee Engineers	Rs.29,70,000/ (+GST)	21.09.2022	WIP	2 <sup>nd</sup> Advance release
16.		Annual Maintenance Contract for 33 KV SIEMENS Make GIS Panels installed in NDMC Area for 3 years.	19.05.2021	M/s. SIEMENS Limited	18,97,269/- +GST (1 <sup>st</sup> Year)	From the date of handing over of site.	Rs. 9,48,635/-	50% Advance paid
17.		Repairing of marshalling box cum fan control cubical panel of 16/20 MVA, 33/11 KV power transformer No.2 at 33 KV ESS Dalhousie Road. (Tender Id-2021 NDMC 210687.1)	21.01.2022	M/s. Messon Electricals	1,74,168/- I/C GST	From the date of handing over of site.	NIL	NIL
18.		Annual Maintenance Contract for 33KV ABB Make GIS Panels installed in NDMC Area. S.H. procedure of spares in r/o 33 KV ABB make GIS panels installed at ESS Nirman Bhawan & ESS sanjay Camp.	29/07/2022	M/s Kay dee Engineers	15,05,338.00 I/C P&F @ 2%, Freight @3% &GST @ 18%	20 Weeks from the date of issue of supply order (i.e upto 15.12.2022)	NIL	WIP
19.		Testing of power Transformer no. 2, 12.5/16 MVA BBL make at ESS Vidyut Bhawan, New Delhi. Tender Id No. 2022-NDMC-226593-1	21.09.2022	M/S Messon Electricals	1,62,486.00 I/C GST	15 days from the date of award of work or handing over of site whichever is later	NIL	NIL
20.		Procurement of Spares in r/o M-33 KV SIEMENS make GIS panels installed in NDMC area.	31.01.2022	M/s. Commercial Engineers	22,19,703/- I/C GST	Within 22 weeks from the date of the date of the order wrtten order i.e 03.07.2022	NIL	Work in Progress
21.		Servicing/Overhauling & Vacuum Nitrogen Treatment of 16/20 MVA, 33/11 KV Pr. Tr. 2 at ESS Race Course, 16/20 MVA, 33/11 KV Pr. No 2 at ESS National Archives & 12.5/16 MVA, 33/11KV Power Transformer at ESS Vidyut Bhawan.	17.03.2022	M/s. Messon Electricals	15,43,440/- I/C GST	From the date of handing over of site	NIL	Pr. Tr.2 at ESS Race Course (Completed)



Sl. No.	M/S	Work Description	Start Date	Contractor	Value	Completion %	Completion Date	Status
21.	M/S	NOW:- R&M of ESS in M/S area. SH:- Repairing, Servicing, Overhauling, testing of 11KV/800/1200 HT VCB Circuit Breaker of Biccio, Megawin and Electrochnica with remote control Panel at ESS Trauma centre.	17.08.2022	M/S National Electrical Traders	19,94,759/-	15%	30.09.2022	Work in Progress
22.	Protection	Comprehensive 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 (M/s. Meeger (India) Private Ltd.	18.10.2021	M/s. Meeger (India) Private Ltd.	30,07,466/- (Inclusive GST @ 18%)	33%	17.10.2024 (Three Years)	Work started from 18.10.2021
24.	D/S	Supplying and lying of LT cable for Pillar No. 1A near KIOSK No. 78 Brigadiar Hoshiyaar Singh Road Sarojini Nagar New Delhi	27.01.2022	M/s Spark Utility Services Pvt. Ltd.	4,34,949/-	Nil	25.02.2022	Work not started due to non availability of road cut permission
25.	D/S	Replacement of old existing service cables having multiple joints at main bungalow and servant quarter Bungalow and servant quarter Bungalow no. 8 Lodhi Estate New Delhi COA 81/230-59-47/206 Special Repair	10.05.2022	M/S SSD Engineers	1,56,671/-	90%	24.05.2022	Work in progress
26.	D/S	Supplying & Lying of LT cable of size 400 sqmm/3.5C to provide new electricity connection for EV chargers at Gate No.4 Lodhi Garden Lodhi Road, New Delhi COA 81/4108026/206	11.05.2022	M/s. Sanjay Power Projects Pvt. Ltd.	4,22,274/-	Nil	09.06.2022	Not started due to non availability of road cut permission
27.	D/S	Laying of LT cable of size 400 sqmm/3.5C to provide new electricity connection for TV chargers at outside Nehru Memorial Teen Murti Marg, New Delhi COA 81/4108026/206	18.07.2022	M/S SSD Engineers	7,88,413/-	Nil	17.08.2022	Not started due to non availability of road cut permission
28.	D/S	Laying of LT cable of size 400 sqmm/3.5C to provide new electricity connection for EV chargers at Gate No.1 Lodhi Garden Lodhi Road New Delhi 81/410-80-26/206	20.07.2022	M/s Spark Utility Services Pvt. Ltd.	2,39,853/-	Nil	19.08.2022	Work in progress
29.	D/S	Laying of LT cable of size 400 Sqmm/3.5 C to provide new electricity connection for EV chargers near Hotel Claridges Tees January Marg near ESS Tees January Lane & near Mahatama Gandhi Smriti Tees January Lane, New Delhi.	20.07.2022	M/s Spark Utility Services Pvt. Ltd.	3,27,276/-	Nil	19.08.2022	Not Started due to non availability of road cut permission
	M/N	Providing and executing the insulation Coating on bus bars of 11KV HT panels at various ESS in M/N-I Area	12.09.2022	M/S G.M. Enterprises	12.09.2022		45 days from the date of shutdown	Work in progress

ELECTRICITY DEPARTMENT-III  
PALIKA KORDRA, NEW DELHI

Progress report of the work costing to Rs. 01 lac to 04 crores for the month of October-2022.

No.	Department	Name of work	Date of award	Name of the contractor	Award cost	Target date of completion	Remarks
C-III		Cable laying work for installation of 000 KVA Unified Sub Station at Old Age Home Kali Bari Mang. New Delhi	31.08.2017	M/s. Spack Utility Services Pvt. Ltd.	Rs. 7,99,116/-	60 days	Work completed
C-III		SUC of 08 Passengers Lift for 16 Nos. Flats for Doctors at Charak Palika Hospital, Housing Complex at Mori Bagh New Delhi	08.08.2017	M/s. Johnson Lift Pvt. Ltd.	Rs. 13,50,000.00	5 month	Work completed
C-III		Cantage, erection, testing & commissioning of USS at Old Age People Home, Kali Bari Mang and 11KV Panel at USS Hawask Square & FSS BDMang.					USS not available in NDMC Store
C-III		Up-gradation of labs in NDMC schools, S.H.I.- Up-gradation of laboratories in NDMC Nanyug Schools.	13.04.2021	M/s Oni Sai Enterprises	Rs. 19,82,054/-	06 months/15 days after completion of civil work whichever is earlier.	Work completed
S-I		Supply of spare parts for 11 KV HT panels of BILECCO Make vide S.O.No.01/DP/EE(S-I)/2022-23 dated 22.04.2022	22.04.2022	M/s Eversafe Enterprises	Rs. 13,31,663/-	23.06.2022	Competent Authority has nominated M. Ajay Kumar Sharma, AEE (M 33KV) along with M/s RITES Ltd for inspection of material
S-I		Supply of spare parts for 11 KV HT panels of BILECCO Make vide S.O.No.02/DP/EE(S-I)/2022-23 dated 22.04.2022	22.04.2022	M/s Noor Electrical Corporation	Rs. 16,33,356/-	23.06.2022	Competent Authority has nominated M. Ajay Kumar Sharma, AEE (M 33KV) along with M/s RITES Ltd for inspection of material
S-I		Purchase of 11KV grade (earthed) HT XLPE insulated Aluminium conductor, Annoured cable of size: 400 sqmm 3C (ISI marked) Qty: 18 Km	15.11.2021	M/s Dynamic Cables Ltd	Rs. 11,99,967/- (SI of 18% & Freight & Insurance Charges @ 30.72642 per sqm)	The ISRM of HT Cable received in Stores.	Competent Authority has nominated M. Ajay Kumar Sharma, AEE (M 33KV) along with M/s RITES Ltd for inspection of material. Further since A.P. was observed to be received in stores of independent quality of cable as per the HT condition of cable. In this case, for regular supply of cable, the A.P. was not

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S-I	Supply of spare parts for 11 KV HT panels of BHECCO Make vide S.O.No.01/DP/EE(S-I)/2022-23 dated 22.04.2022	22.04.2022	M/s Eversafe Enterprises	Rs. 13,31,665/-	21.06.2022	Competent Authority has nominated Mr. Ajay Kumar Sharma, AEE(M-33KV) along with M/s RITES Ltd. for inspection of material.
S-I	Supply of spare parts for 11 KV HT panels of BHECCO Make vide S.O.No.02/DP/EE(S-I)/2022-23 dated 22.04.2022	22.04.2022	M/s Noor Electrical Corporation	Rs. 16,33,356/-	21.06.2022	Competent Authority has nominated Mr. Ajay Kumar Sharma, AEE(M-33KV) along with M/s RITES Ltd. for inspection of material.
S-I	Purchase of 11KV grade (earthed), HT, XLPE insulated, Aluminium conductor, Announced cable of size: 400 sq.mm/3C (ISI marked). Qty: 18 Km	15.11.2021	M/s Dynamic Cables Ltd.	Rs. 3,11,39,964/- GST @18% & Freight & Insurance @ 36,736.32 per km.	The 18 KM of HT Cable received in Stores.	Entire quantity of cable including additional quantity received in Stores Further, since AIP was obtained earlier in respect of purchase of additional quantity of cable as per the NIT condition, the case has been sent for regular approval of Competent Authority.
S-II	Purchase of 1.1 KV LT XLPE, armoured, FRIS cable, size 400 sq.mm/5.5C as per IS:7098. (Pan-1/1988). (Qty: 14 KM).	13.09.2022	M/s Universal Cable Manufacturing Ltd.	2,91,20,000/-	60 Days	Call of inspection of material is awaited.
BM-II	Comprehensive Maintenance of 01 No. TKE make Elevator installed at Gymnasium & Social Welfare Centre, Kaka Nagar, New Delhi.	21.10.2021	M/s MS Thyssen Krupp Elevator India Pvt. Ltd	4,84,825/-	20.10.2024	AMC in progress
BM-II	AMC for EISA make lifts installed at Palika Health Complex, Dharma Marg, New Delhi.	08.07.2021	M/S EISA Lifts Pvt. Ltd	13,10,000/-	01.06.2021 to 31.05.2024	do
BM-II	Comprehensive Annual Maintenance Contract of 01 No. lift OTIS make installed at PMH, Lodhi Road, New Delhi.	13.10.2020	M/s OTIS Elevator Co. (I) Ltd	4,02,261/-	30.09.2023	do
BM-II	Comprehensive Annual Maintenance Contract of OTIS make installed, Yashwanth Place- 01 Nos., PMH 01 Nos	10.12.2021	M/s OTIS Elevator Co. (I) Ltd	1 <sup>st</sup> Year: 6,17,853/- 2 <sup>nd</sup> Year: 6,32,500/- 3 <sup>rd</sup> Year: 6,32,500/- 4 <sup>th</sup> Year: 6,32,500/-	15.11.2021 to 14.11.2024	do

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BM-II	Annual Maintenance Contract of 12 Nos. (S+7) and (S+8) Passenger lifts Kone make installed at BabuDham Residential Complex, ChanakyaPuri, New Delhi.	01.04.2021	M/s Kone Elevator India Pvt Ltd	1,08,17,532/-	31.03.2026	-do-
17. BM-II	Annual Maintenance Contract of 08 Nos. (S+7) and (S+8) Passenger lifts Kone make installed at BabuDham Residential Complex, ChanakyaPuri, New Delhi.	17.12.2021	M/s Kone Elevator India Pvt Ltd	68,57,206/-	08.10.2021 To 07.10.2026	-do-
18. BM-II	Comprehensive maintenance contract of 2 Nos. Lifts Schindler make installed at LaxmiBai Nagar, Barat Ghar for a period of 5 years.	21.05.2018	M/s Schindler India Pvt Ltd.	10,87,646/-	31.02.2023	-do-
19. BM-II	Comprehensive maintenance contract and repair of 4 Nos. Lifts Schindler make installed east Kidwai Nagar, New South Market, New Delhi for a period of 5 years.	21.05.2018	M/s Schindler India Pvt Ltd.	15,16,231/-	20.10.2023	-do-
20. BM-II	Comprehensive maintenance contract for 01 No. 500 KVA DG set with AMF panel installed at BabuDham Housing Complex, ChanakyaPuri for a period of 5 years.	25.10.2017	M/s Vidyut Engineers.	7,73,589/-	24.10.2022	-do-
21. BM-II	Comprehensive Annual Maintenance Contract of 03 Nos. lifts OTIS make installed at ChanakyaBhawan and Yashwant Place, New Delhi.	01.04.2022	M/s OTIS Elevator Co (I) Ltd.	16,07,768/-	31.12.2025	-do-
22. BM-II	Comprehensive Annual Maintenance Contract for one number, G+1 Floor, 8 Passenger lift installed at Community Centre Golf Links, New Delhi.	04.02.2022	M/s Bharat Elevator	2,24,000/-	03.02.2025	-do-
23. BM-II	Comprehensive Annual Maintenance Contract of 04 Nos. Lift OTIS make installed at PalikaBhawan R.K Puram, New Delhi for a period of 3 years.	31.03.2021	M/s OTIS Elevator Co (I) Ltd.	35,70,310/-	01.04.2020 to 31.03.2023	-do-
24. BM-II	Comprehensive Annual Maintenance Contract of Air-Conditioning plant of 10 make for a period of one year installed at Additional Block, Charak Palika Hospital, Under P.W. Dept. Division.	17.08.2022	M/s H.R. Refrigeration & Electrical Works	4,99,800/-	17.08.2022 to 16.08.2023	-do-

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BM-II	Annual rate contract for maintenance of Ductable AC unit & AC plants other than Blue star make installed at various Municipal Buildings & Barat Ghar, South of Rajpath.	20.01.2022	M/s H.R Refrigeration & Electrical Works	15,68,805/-	19.01.2023	-do-
BM-II	Comprehensive annual maintenance Contract for 2x250 KVA and 1x200 KVA, Cummins make DG set installed at Palika Maternity Hospital and CharakPalika Hospital, New Delhi for a period of 3 years.	30.11.2021	M/s Dunkal Electronics	4,10,961/-	29.11.2024	-do-
BM-II	Comprehensive annual maintenance Contract for 04x125 KVA, 2x200 KVA & 1X75KVA Cummins make DG set installed at NDMC various site under BM-II(E) Division, New Delhi for a period of 3 years.	28.06.2022	M/s Prime Power Engineers	12,12,879/-	23.06.2022 to 27.06.2025	-do-
BM-I	CAMC of 7 Nos. lifts installed at Palika Kendra Building.	05.12.2020	M/s Thyssen Krupp Elevator Co. (I) Pvt. Ltd	42,91,422/-	04.12.2023	Work in progress
BM-I	Servicing & repairing & CAMC of Solar Water Heating System installed at Swati Working Girls Hostel under BM-I(E) division.	11.12.2019	M/s Solarengi Research Pvt. Ltd.	3,56,395/-	10.12.2023 (for repairing work only and CAMC will be start w.e.f. 01.09.2020 to 31.08.2022)	Work in progress
BM-I	CAMC of 01 No. OTIS make lift for 03 years (01.04.2020 to 31.03.2023) installed at NDMC Service Centre, Fire Brigade Lane, Barakhamba Road, New Delhi.	25.06.2020	M/s OTIS Elevator Co. (India) Ltd	3,68,206/-	31.03.2023	Work in progress
BM-I	CAMC of 02 Nos. lifts installed at Ashirwad Old Age Home, Kali Bari Marg, New Delhi (Lift No.42105862, 42105865).	26.06.2020	M/s KONE Elevator India Pvt Ltd.	5,11,404/-	04.04.2023	Work in progress
BM-I	Annual maintenance contract of OTIS lift installed at Pragati Bhawan Jai Singh Road	11.08.2020	M/s OTIS Elevator	9,96,653/-	31.03.2023	Work in progress
BM-I	CAMC for service & maintenance of 22 Nos. Escalators installed at Super Bazar, Gopal Dass, Statecraft House, KGC Marg & Jangpala subways at Connaught Place, New Delhi for 03 years.	31.01.2020	M/s Johnson Lifts Pvt. Ltd	1,35,51,344/-	31.12.2023	Work in progress

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BM-I	CAMC & service contract of 03 Nos. lifts (02) Nos. capsule / passenger & 01 No. service lift installed at Talkatora Indoor Stadium.	05.09.2020	M/s Omega Elevator	22.09.140/-	02.09.2023	Work in progress
BM-I	CAMC of 04 Nos. lifts installed at Chandriok Building under BM-I(E) division	01.04.2020	M/s OTIS Elevators Co. (India) Ltd.	32.21.121/-	31.03.2023	Work in progress
BM-I	Serviceing repairing and CAMC of 03 years of solar water heating system installed at Palika Nikunj Aradhana Old Age Home and Akanksha Women Hostel under BM-I(E) division	04.03.2020	M/s Sofenergi Research Pvt. Ltd.	3,46,381/-	01.10.2023	Work in progress
BM-I	Annual maintenance contract of 02 Nos. 200 KVA DG Sets Greaves make installed at Palika Kendra Buildings.	25.02.2021	M/s R.S. Power Tronix	4,89,298/-	29.02.2021	Work in progress
BM-I	CAMC for grid connectivity rooftop solar power system installed at various NDMC building for 3 years.	02.03.2021	M/s Greecoops Technology Ltd	88,04,004/-	01.03.2024	Work in progress
BM-I	Providing & fixing of Square Duct chok in the Corridor of Palika Bazar under BM-I(E) division.	19.08.2021	M/s Sujit Electrical and Air-conditioning Works	4,90,056/-	10.09.2021 (or completion of civil works)	Work in progress
BM-I	AMC of Cummins make 1x200 KVA & 1x125 KVA DG Sets with AMF Panel installed at Palika Place R.K. Asharam and Aaishrwad Old Age Home Kali Bari.	10.09.2021	M/s Prime Power Engineers	1,78,128/-	10.09.2024	Work in progress
BM-I	ASC of 02 Nos. DG Set 250 KVA capacity each Kirloskar Bliss Palika Bazar for one year.	18.10.2021	M/s OVN Engineers Pvt. Ltd.	1,49,552/-	17.10.2022	Work in progress
BM-I	CAMC of tower side including smoke evacuation fans, fresh air fans etc excluding 04 Nos. Chillers installed at Talkatora Indoor Stadium.	11.10.2021	M/s Sujit Electrical and Air-conditioning Works	16,17,036/-	12.10.2022	Work in progress
BM-I	Annual comprehensive maintenance of VRV / VRF ductable cassette Tower AC installed at various locations North of Rajapb under BM-I(E) division.	11.10.2021	C & S Infotech.	4,86,473/-	10.10.2022	Work in progress
BM-I	Supply of CCTV cameras at Palika Bazar shopping complex New Delhi	26.11.2021	M/s Modern Radio & Electronics	2,74,380/-	10.10.2022 (after completion of civil work)	Work in progress

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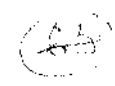
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EM-1	AVC No. 02 Nos. OTIS make IR installed at Poly Clinic & SBS Place, New Delhi.	02.12.2022	M/s OTIS Elevators Co.	1,79,156	30.12.2022	
EM-2	CAVC of HVAC system installed at Bara Ghar Mandir Marg, New Delhi.	11.11.2022	M/s Suji Electricals & Air-conditioning works	4,49,392	09.11.2022	
EM-3	CAVC of AC Plant and other connected HVAC system at Palika Kendra Building.	06.12.2022	M/s Efficient System	4,64,218	05.12.2022	
EM-4	CAVC of Carrier make water cooled screw type chilling unit installed at Palika Kendra Building.	16.12.2022	M/s Carrier Air-conditioning and Refrigeration Works	33,91,121	15.12.2022	
EM-5	Providing & fixing of LED lights along with IEI and Air-conditioners in the offices of Vice-Chairman, Council Members of (NDMC) at 3rd Floor Palika Kendra Building (IEI Works only).	17.12.2022	M/s R.V. Electricals	1,43,657	15.12.2022	
EM-6	Providing & fixing of LED lights along with IEI and Air-conditioners in the office of Vice-Chairman, Council Members of (NDMC) at 3rd Floor Palika Kendra Building (Air-conditioning Works only).	17.12.2022	M/s C & S Infotech	4,23,256	15.12.2022	
EM-7	CAVC for 01 year of HVAC and hot water generator installed at Zonal Service Centre Fire Brigades Lane.	13.01.2023	M/s Suji Electricals & Air-conditioning Works	2,76,569	12.01.2023	
EM-8	CAVC for Audio & Video system installed at Palika Kendra Building.	10.12.2022	M/s Modern Radio & Electricals	2,07,140	09.12.2022	
EM-9	CAVC for online 60 KVA modular UPS system installed for IT server Room at Basement Palika Kendra Building.	21.04.2023	M/s Best Power Equipments	3,76,309	20.04.2023	
EM-10	Providing and fixing of LED Panel light at Palika Bazar Shopping Complex Electric Faculty under BM (BF) Division, New Delhi.	07.05.2023	M/s Om Sai Enterprises	5,78,687	06.05.2023	
EM-11	Supply of and installation of SS Sheet at Palika Bazar Shopping Complex under BM (BF) Division.	18.05.2022	M/s Nait Electrical & Air-conditioning works	1,88,760	17.05.2022	
EM-12	Supply of and installation of SS Sheet at Palika Bazar Shopping Complex under BM (BF) Division.	01.05.2023	M/s S. S. S. Electricals	7,00,000	30.04.2023	

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Complex under BM-1(E) division.						completion of Civil works)	
62.	BM-1	Annual rate contract for repairing & servicing of various equipments of HVAC system installed at Palika Bazar.	16.06.2022	M/s Sujit Electrical & Air-conditioning works	4,90,481	15.06.2023	Work in progress
63.	BM-1	CAMC of various capacities online seamless power supply system at Palika Parking.	15.06.2022	M/s Sujit Electrical & Air-conditioning works	4,68,962/-	14.06.2023	Work in progress
64.	BM-1	CAMC of chiller unit 04 nos. YORK make for three years installed at Talkatora Indoor Stadium.	08.07.2022	M/s Johson Control (I) Pvt. Ltd.	1,04,15,152/-	07.07.2025	Work in progress
65.	BM-1	Repairing of drinking water pipeline at various floors at Palika Kendra Building.	20.07.2022	M/s C & S Infotech	4,62,038/-	15.01.2023	Work in progress
66.	BM-1	Renovation of toilet blocks of various floors at Palika Kendra Building (Providing IEI work including LED fittings and air ventilation system)	26.07.2022	M/s Sujit Electrical & Air-conditioning Works	68,53,489/-	21.01.2023	Work in progress
67.	BM-1	Renovation of the offices of SE(Civil) & PA Room: No. 1508, 1515 & 1621 at Palika Kendra Building	28.10.2022	M/S Om Sai Enterprises	3,48,488/-	26.12.2022 (5 days after completion of civil work whichever is later)	Work progress
68.	R/L	Renewal of comprehensive annual maintenance & repair contract for 05 Nos. Boom type hydraulic tower ladder (for 02 years)	07.04.2022	M/s Urban Waste Management Ltd.	25,31,128/-	06.04.2023	Work in progress
69.	R/L	Providing & laying of 95 sqmm. LT XLPE, cable at pillar no.57 to 58 Golf Link area under R/L Division	05.05.2022	M/s Aradhya Enterprises	3,73,500/-	The time allowed for carrying out the work will be 30 days from road cut permission given by Civil Deptt.	Work in progress
70.	R/L	Annual Rate Contract for GPR survey for laying L.T cable to strengthen the road light system in NDMC area	24.05.2022	M/s SSD Engineer	3,26,040/-	23.05.2023	Work in progress
71.	R/L	Providing & laying of 50sqmm L.T XLPE Cable from pillar no. 06 Chelidhar Park to pillar no. 99 Zaka Hassan Marg Parking	10.06.2022	M/s Aradhya Enterprises	3,45,681/-	Road cut permission required for Civil Deptt.	Work in progress
72.	R/L	Installation of 8 mtr Height octagonal poles & dismantling of 10.5 mtr. Old steel tubular poles at Lok Kalyan Marg	12.08.2022	Ayudh Energy and Infra Pvt. Ltd.	1,18,857/-	26.08.2022	Work in progress
73.	R/L	Installation of 06mtr height octagonal pole at Bhandu Marg Lane, between Mandir Marg & Vaude Maharam Marg.	15.09.2022	M/s SSD Engineers	9,51,007/-	29.10.2022	Work completed
74.	R/L	Providing & Laying of 1 nos. Loop LED Batten Mount & M.S. Poles with Foundation for East Kirtiwal Naga under RA Division	25.10.2022	M/s Om Sai Enterprises	4,20,000/-	08.11.2022	Work in progress

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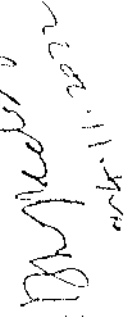
1. Name of the project: Replacement of HT & LT Panels & Transformers with providing and fixing of bus trunking and earthing including dismantling of existing old HT/LT Panels, Transformers, bus-trunking etc. at 02 Nos ESS (i.e. ESS, Aurbindo Marg and Vidvat Bhawan) in M/S area  
 2. Location: 02 Nos ESS (i.e. ESS, Aurbindo Marg and Vidvat Bhawan) in M/S area  
 3. Name of the contractor: M/s. M. S. & S. Engineers  
 4. Date of completion: 15/01/2022  
 5. Name of the Engineer: M. S. & S. Engineers  
 6. Name of the Project Officer: M. S. & S. Engineers  
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Sr. Asstt. (Tech-I)  
 11/1/2022  


EE(E)/T-I  
 11/1/2022

**ITEM NO. 16 (CS)****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.

A report on the status of execution of the ongoing schemes/works awarded upto **September/October, 2022** is placed before the Council for information. (See page 172 - 178).

**COUNCIL'S DECISION**

Council noted the Information as contained in the agenda note.

For Secretary  
New Delhi Municipal Council  
New Delhi.

**ACTION TAKEN REPORT ON THE STATUS OF PROJECT / ON GOING SCHEMES / WORKS TILL-September 2022 (Works Approved by the Council)**

DEPTT. / DIV.	NAME OF WORK	DATE OF A/A & E/S	VALUE OF AWARD (IN LACS)	NAME OF THE CONTRACTOR	AUTHORITY APPROVING THE CONTRACTOR	REF. OF BUDGET	STIPULATED DATE OF COMPLETION	MAJOR ACTIVITIES	DATE OF COMPLETION OF ACTIVITIES	STAGE OF COMPLETION / %AGE OF WORK DONE	REMARKS
CE(R) / (SM)	Hiring operation and maintenance of 2 Nos. jetting cum suction cleaning machines with water recycling technology (for 7 years)	02.03.16	2424.94	M/s Metro Waste Handling Pvt. Ltd.	27(A-42) 03.11.16	52-230-4002	30.11.23		30.11.23	76.87%	
CE(R) / (SM)	Hiring of 02 Nos. Pressure Jetting cum Suction Machine mounted on Truck Chassis of 7 years	26.12.18	891.08	M/s Ram Charan Bansal	07(A-02) 02.12.19	52-230-4001	20.01.27		20.01.27	27.37%	
CE(R) / (SM)	Deposit work(RVNL). Providing and laying 300mm dia sewer line from RVNL mustyostory housing complex at Moli Bagh to Leela Palace roundabout at BHS marg.	19.03.21	438.02	Sh Bipri Kumar	Council vide Item no 10(A-11) Dt 28.11.2021	52-470-10-01	08.10.22		08.10.22	76.00%	
CE(R) / (R-I)	S/R of roads in NDMC area SH Resurfacing of Eight Avenue Roads with Cold Mixing Process	23.02.22	535.09	M/s Mahavir Prasad Gupta & Sons	By Council vide item no. 97(A-19)	2 Crore Available in BE 2022-23	18.02.23		18.02.23	5.00%	

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**ACTION TAKEN REPORT ON THE STATUS OF PROJECT / ON GOING SCHEMES / WORKS  
APPROVED BY THE COUNCIL FOR THE MONTH OF SEPTEMBER 2022**

S.No.	DEPTT/ DIV.	NAME OF WORK	DATE OF A/A & E/S	VALUE OF AWARD (IN LACS)	REF. OF BUDGET	STIPULATED DATE OF COMPLETION	AGENCY	MAJOR ACTIVITIES	DATE OF COMPLETION AS PER BAR CHART	STAGE OF COMPLETION / %AGE OF WORK DONE	REMARKS
1	BM-I	Sub-Redevelopment of Bapu Samai Seva Kendra, P.K. Road, New Bhatga	Rs. 38,29,52,600/- Dt. 15-12-15	Rs. 26.67 53.489/-	55/911/-001 Scheme No.22	18-10-2023	M/S. Conclass Const.	Redevelopment		0%	Work yet to be started
2	BM-II	Sub- Up-gradation of playground in various schools of NDMC. SH Preparation of Basket Ball Volley Ball and other playing courts in NDMC schools	Rs.4,21,83,200/- vide item no.13 (A-36) dt 02-03-16	Rs. 2,30,60,646/-	82-412-4901 F Code 34	13-09-17	M/S. Advanced Sport Technologies LLP		13-09-17 (three Months)	55%	Work under process for closure of the tender
3	BM-I	Sub-Mechanized Housekeeping work in various NDMC Buildings SH - Mechanized cleaning and sweeping work in Various NDMC Buildings i.e. Talkatora Teacher Stadium Chest & Play Health Complex, Dharm Marg, GPH, Mohi Chugh, Palka Maternity Hospital Lodhi Road	Rs. 9,61,31,000/- Resolution No. 07(A-08) dt. 28.11.2021	Rs. 5,65,25,803/-	220-1104 F Code 35	07-09-2025	M/S International Institute of Salabhi System	Renual setup	07-09-2025 (36 months)	3%	Work in Progress
4	BM-PK	Sub- Reconstruction of 188 Type of flats at Aliganj	11-02-15	Rs. 4032.67 Lacs	06-112-40 05 Scheme No.371	08-04-17/ 07-01-19	M/S N.S. Associate Pvc Ltd	Construction	07-01-19	96%	Work in progress
5	BM-I	Sub- 1.20 Nos. Type II Flats in APL Basti, Vihar, Saket, New Delhi Composite Work	Approved by Resolution No. 11/(A-04) / Dt. 20-06-14	Rs. 41,15,07,482/-	C.O.A 6477-40701- 24/111P-409	18-09-2020	M/S B.L. Goyal & Co		14-06-2021	95%	1. A B & C Block has been completed 2. Road work has been completed and other mechanical development work has been completed. Final side boundaries will be spare reimbursement progress 3. Final check done & 4. Work in progress

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S.No.	DEPT./ DIV.	NAME OF WORK	DATE OF A/A & E/S	VALUE OF AWARD (IN LACS)	REF. OF BUDGET	STIPULATED DATE OF COMPLETION	AGENCY	MAJOR ACTIVITIES	DATE OF COMPLETION OF ACTIVITIES AS PER BAR CHART	STAGE OF COMPLETION / %AGE OF WORK DONE	REMARKS
6	C.H.I	Sub-C/O 1607, P.O. H. H. at Sector -VI, Pashp. Vihar, Saket, New Delhi. (Composite Work)	Approved by Council wide Resolution No 30/(A-17) Dated 26.12.2020	Rs 68,69,111.50/-	COA 6/412/50/01/ 23/111 P-409	01.03.2023	M/s. B.L. Goyal & Co			22%	1 90% Excavation work completed 2 90% PCC work under raft completed 3 90% Kezi Stone water proofing work under raft completed 4 90% RCC work for raft completed 5 RCC work of columns & retaining wall up to 2nd basement of raft slab completed 6 Centering, shuttering & reinforcement of 1st basement column, beam is in progress
7	SpJ Proj.	Sub-Garisdictional Development work, Moha Bagh, 01/BEIC-07/2019-2019	Item No. 05 (A-061) at 14.05.2018	Rs 16,00,79,357/-	RE 2021-22 Vol-II Page No 509 Rs 14 00 Crore	07.06.2019 / 06.09.2019 Extended upto March 2023	M/s A.K. Mehta & Co	1 Part roof slab of 4th & 5th floor (top) floor has been casted. Brick work at GF, 1st, 2nd floor and 3rd floor is being carried out. Shuttering work of balance fourth floor slab started. Plaster work at basement and 1st floor is being carried out. 2 Since, 26.08.2022 no labor has been deployed by agency and work is totally held at site tentative date of completion is September, 2023.	06.09.2019	Physical Progress 42% Financial Progress 39%	

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S.No.	DEPTT/ DIV.	NAME OF WORK	DATE OF A/A & E/S	VALUE OF AWARD (IN LACS)	REF. OF BUDGET	STIPULAT ED DATE OF COMPLETI ON	AGENCY	MAJOR ACTIVITIES	DATE OF COMPLETI ON OF ACTIVITI- ES AS PER BAR CHART	STAGE OF COMPLETI ON / %AGE OF WORK DONE	REMARKS
8	Spl Proj	Sub. Construction of JPN Library at Mandir Marg, New Delhi 01/EE(Spl Project)/AB/2021-2022	Item No 17 (A.34) dt:03.02.2018	Rs 681.43.583/-	BF 2021-22 Vol-II Page No 572 Rs 5 00 Grant	05.04.2021 / 04.07.2022 Extended up to Dec 2022.	M/s Confess Construction	The Columns at second floor has been casted and shuttering for second floor roof is in progress and slab will be casted up to 30.09.2022 tentative date of completion is March, 2022		Physical progress 41%  Financial Progress 30%	

(Signature)

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**ELECTRICITY DEPARTMENT  
PALIKA KENDRA, NEW DELHI**

**Monthly Progress report of the work costing to Rs. 4 Crores & Above Ending October- 2022.**

Deptt.	Name of work	Date of award	Name of the contractor	Award cost	Target date of completion	Remarks
C-IV	Providing III Lifts, DG Set, JVVAC System etc. for Proposed Skill Development center West High New Delhi	07/06/2019	M/S A K Mehra & Co	160079157	15 months	The work of electrical conduiting of ceiling up to 3rd floor is completed and well condoning of ground, first floor is partially completed
C-IV	Construction of 120 Nos. Type - II Flats at Sec-VII, Pashpa Vihar, Saket New Delhi.	19/9/18	M/S H. Goel & Co.	414507487	38/05/20	The work has been completed up to 1st floor of lift license
S-I	Energy Efficient individually controlled & Monitored LED Street Light fittings of Nominal 3000K CCT (Warm Light) having individual mode operated through GPRS/GSM with or without combination LoKa communication with 07 years, as per defined features and approved specification of rating: 230-240 Watt 150-160 Watt & 90-100 Watt.	30.05.2018	M/S Creative Entrepreneurs LLP	Rs. 22,86,81,900/- GST 12% Extra or as applicable	Material shall be supplied within 01 Month from the date of issue of supply order. Commencing with 2067 Nos fittings in 02 Months from the date of issue of supply Order, completion of 1900 Nos. fitting per month and completion of supplies within 04 Months from the date of issue of supply order.	Material delivered in State and issued by Road Light Division QC IA clearance received however, as the CAO has not given clearance on our reply submitted against their observations, final bill payment has been released after withholding Rs 1,28,35,916 against settlement of CAO Audit Pages.
S-I	Energy Efficient individually controlled & Monitored LED Street Light fittings of Nominal 3000K CCT (Warm Light) having individual mode operated through GPRS/GSM with or without combination LoKa communication with 07 years, as per defined features and approved specification of rating: 230-240 Watt, 150-160 Watt, 90-100 Watt & 60 Watt.	07/03/2019	M/S Swadeshi Civil Infrastructure Ltd.	Rs. 12,43,72,592/- GST 12% Extra or as applicable	Material has been received.	Total Material supplied including balance 60W fittings successfully tested. However, 60W fittings, API not to be connected in ICCU.
C-III	Name of work: Renovation/modification of Block A, B & C Vidyut Bhawan complex, Dr. APJ Abdul Kalam Road, New Delhi. Sub-head: SHC of Video Conferencing System & IP Telephony Solution (Deposit work)	03.12.2021	M/s. Intec Infonet Pvt. Ltd.	Rs. 5,11,37,710/-	04.03.2022	Work completed

*Shripad Singh*  
24.11.2022

EE(E)T-I

Sr. Asstt.(E)T-I

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**ELECTRICITY DEPARTMENT-II  
PALIKA KENDRA, NEW DELHI**

**SUB: PROGRESS REPORT OF WORK ON GOING SCHEME/MORE THAN 400 LAKHS FOR THE MONTH OF AUGUST -2022**

Name of Division	Name of work	Date of AA/ES	Date of Publishing Tender	Date of Award	Date of Start of work	Value of Award	Name of the contractor	Authority approving the contract	Final date of completion of project	Major Activities	Date of completion	Stage of completion	% of completion	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
EE(E)-V	Providing Mechanized Facility management Services at NDCC Phase-II	AA/ES sanctioned by council vide Item No.19(B-04/D) dated 03.01/2019	24.12.18	11.02.20	11.07.20	13,27,09,062 Plus 18% GST (For Three Years)	M/s. BVG India Ltd.	NDMC Council	10.02.2023	Mechanized Facility Management Services	10.02.23	2 <sup>nd</sup> Year	85.13 %	Work is under Progress.
EE(E)-VII	<b>Deposit Work</b> Establishing additional 33KV substation at AIIMS, New Delhi.  Sh., SITC of 33 KV GIS, 33/11 KV, 16/20 MVA Power Transformer & other Electrical Equipments for Establishing additional 33KV Substation at	Technically sanctioned by GEE-II on DL 13.12.2017	03.10.19	23.07.21	27.04.22	9,78,86,057/-	M/s Siemotech Infrastructure Pvt. Ltd	Council Item No. 32(B-11) dt.26.12.20	Work in Progress	SITC of 33KV GIS Board, 33/11KV, 16/20MVA, PTRs, 11KV Board.	26.12.22	Installation work of major equipments like 33/11 KV PTRs, 33KV GIS Board has been completed.	80%	33KV ESS Building which is to be handed over by AIIMS authority on 27.04.2022 for installation, testing & commissioning work of electrical equipments.  The installation work of 2 Nos. 33KV/11KV, 16/20MVA Power

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EE(E) IPDS	AIMS, New Delhi.	03.02.2018	N/A	13.04.18	10.01.19	61.69 Cr.	Ms. EESL	NDMC Council	31.03.2029 (Indicative)	Implementation of advanced Metering Infrastructure (AMI) IT Infrastructure	Work in Progress	Establishment Phase	94.62%	Transformers and 33KV GIS Panel Board & its C&R Panels, 11KV Panel Board & its C & R Panels Battery Charger & DCDB has been completed at site. Power Cables & Control cable has been received at site & its laying is in progress.
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17 (Finance)  
 16.12.2022

**ITEM NO. 17 (Finance)**

**1. NAME OF THE SUBJECT**

Capacity Building and Enhancement of 'Municipal Finance' and 'Management' through collaboration with institutes like National Institute of Urban Affairs (NIUA) and Arun Jaitley National Institute of Financial Management (AJNIFM)

**2. NAME OF THE DEPARTMENT**

FINANCE DEPARTMENT

**3. BRIEF HISTORY OF THE SUBJECT**

The financial as well as management needs are changing with the changing times. With declaration of NDMC as Smart City and introduction of Digital India Initiatives, Swachhta Mission, etc., NDMC needs to align itself with various govt. schemes and policies. There is need to bring in expertise for policy analysis, development, training and capacity building to enhance the institutional capacity of NDMC. Resources need to be optimally managed for execution of development and welfare activities, educational research and fund management in a professional manner so that the best governance standards are achieved by NDMC retaining its status as the premier ULB in India.

**4. DETAILED PROPOSAL ON THE SUBJECT**

i. NDMC requires to play a more active role in contributing to growth of its area and the city as a whole. The organization has been setting new targets, reaching new goals and is role model being a self sustainable Municipality.

ii. In order to enhance its performance, NDMC requires information, expertise and guidance in the Municipal Finance domain. Financial sector reforms including innovative financing models and global standards of financial expertise need to be adopted by NDMC. However NDMC has limited capacity to take up new concepts like accrual based budgeting etc.

iii. To achieve the set goals, it is proposed that NDMC may enter into MoU (Memorandum of Understanding) (See pages 183 - 188) with institutes of national repute like NIUA (National Institute of Urban Affairs) and AJNIFM (Arun Jaitley National Institute of Financial Management) etc.

so as to strengthen the internal finance of the organization as also add to the knowledge base of the municipality like sector.

- a. **AJNIFM** specializes in capacity building of professionals in the fields of Public Policy, Financial Management and other governance issues for promoting highest standards of professional competence and practice. It trains the officers dealing in Accounts and Finance as well as senior and middle level of Management in the Government. Apart from capacity building, AJNIFM is also engaged in serious research studies in the areas of accounting, audit, financial management, parliamentary financial control and other issues related to public policy and delivery systems.
- b. As regard **NIUA**, it is India's leading national think tank on urban planning and development. NIUA has been working to identify key areas of research, and address the lacunae in urban policy and planning. With a team spanning planners, engineers, researchers, architects and analysts, the Institute provides cross disciplinary expertise and technical assistance for city and state-level projects, as well as developing toolkits and customized training programmes to strengthen the capacity of local, regional and governing agencies.

iv. The collaboration for Municipal Finance Capacity Building and Enhancement may be through online and offline mechanism and may include the following :

- a. Exchange of information and data sharing
- b. Undertake coordination of research projects aligned to National Development Agenda from policy research perspective
- c. Exchange of visits of suitable personnel and participation in joint activities
- d. Other forms of cooperation which may be mutually agreed upon

v. Further, the partner institutions will merely be permitted to use the Data/information for making summaries, reports, carry out research and will not claim ownership of data/information. The objective, mandate and deliverables will be clearly specified in the MoU.

vi. To begin with, proposed MoU to be entered into between NDMC and NIUA is placed as **Annexure 'A'** (See pages 183 – 188) to the Agendum.

5. FINANCIAL IMPLICATIONS OF THE PROPOSED SUBJECT

The proposal is for accord of 'in principle approval'. The financial effects of respective MoU will be based on scope of work to be undertaken and will be regulated as per delegated financial powers.

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

7. FINAL COMMENTS OF FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NUMBER & DATE

Not applicable being proposal is mooted by F.D. itself.

8. LEGAL IMPLICATION OF THE SUBJECT

9. DETAILS OF PREVIOUS COUNCIL RESOLUTIONS, EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THE SUBJECT.

10. FINAL COMMENTS OF THE LAW DEPARTMENT ON THE SUBJECT

The draft agendum for entering into MOU by the NDMC with institutes like NIUA (National Institute of Urban Affairs) and NIFM (National Institute of Financial Management) etc. to strengthen the Municipal Finance sector, internal finance as well as management capacity of the organization and further authorizing the Chairperson, NDMC to approve the MoUs in this regard, has been referred for the comments of the Law Department.

Having gone through the contents of the draft agendum it appears that the agendum is limited to in-principal approval of the council to enter into MOUs with respective institutions and the issue involved in the agendum is primarily administrative in nature. As regards, financial implications, the same have already been examined by the Finance Deptt..

Since no legal issues are involved at this stage, as such no comments of the Law Deptt. are called for.

Further, the department concerned shall ensure the correctness of facts and figures stated in the draft agendum, and the extant guidelines on the subject / Department of Expenditure, Govt. of India OMs, if any, have been complied with.

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

All CVC Guidelines have been followed while processing the case.

**12. RECOMMENDATION**

- i. NDMC may enter into MoU (Memorandum of Understanding) (See pages 183 – 188) with institutes like NIUA (National Institute of Urban Affairs) and NIFM (National Institute of Financial Management) etc. so as to strengthen the Municipal Finance sector, internal finance as well as management capacity of the organization.
- ii. Chairman, NDMC be authorized to approve the MoUs in this regard.

**13. DRAFT RESOLUTION**

Resolved as recommended at Para 12 of the Agendum

**COUNCIL'S DECISION**

Resolved by the Council that NDMC may enter into MoU (Memorandum of Understanding) with institutes like NIUA (National Institute of Urban Affairs) and NIFM (National Institute of Financial Management) etc. so as to strengthen the Municipal Finance sector, internal finance as well as management capacity of the organization.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

*D. Sengupta*  
 FOR SECRETARY  
 New Delhi Municipal Council  
 New Delhi;



MEMORANDUM OF UNDERSTANDINGBETWEENNEW DELHI MUNICIPAL CORPORATION (NDMC)ANDNATIONAL INSTITUTE OF URBAN AFFAIRS (NIUA), NEW DELHI

This Memorandum of Understanding (MoU) is entered on the xx day of <month>, two thousand and twenty xx (2022/2023 ) between New Delhi Municipal Corporation (NDMC) having its office at Palika Kendra, New Delhi

AND

National Institute of Urban Affairs (NIUA), Government of India, having its office at First Floor, Core 4B, India Habitat Center, Lodhi Road, New Delhi  
NIUA and NDMC shall hereafter be collectively referred to as "the Parties" and individually as "a Party".

**WHEREAS:**

- A. NIUA is delegated with the responsibility of providing advice and encouraging partnerships between key stakeholders and national and international like-minded Think Tanks, as well as educational and policy research institutions on the Municipal Finance.

**About the Organization**

This association will enable efficient knowledge sharing and information exchange among the parties to fulfill their role as to strengthen the Municipal Finance and other innovative financing mechanism, of the council along with strengthening the internal finance of the body and take the projects on Public Private Partnership model effectively. This association will help enhance institutional capacity development of organization which will enable the institution to play a more active role in contributing to growth of the region and country as a whole.

- B. NIUA and NDMC have decided that it would be in the furtherance of their respective objectives to collaborate and cooperate with each other and undertake certain activities jointly on the theme Municipal Finance
- C. NIUA and NDMC agree to undertake joint collaborative activities with clearly defined mandate, objectives and deliverables in compliance with the assignments specified by both parties.

In pursuance of the aforesaid, the Parties hereto wish to record under this Memorandum of Understanding (MoU), the terms of their mutual understanding and their commitment to take forward this partnership in Municipal Finance and produce frequent results as per the Terms & Conditions (T & C), set out here under:

**NOW, THEREFORE, the Parties hereto agree to the following:**

## ARTICLE I

Scope of the MoU

1. NIUA with link NDMC with partners, other think tanks, and academic and research institutions. It will provide NDMC necessary information,

materials, expertise and guidance in research and development in the Municipal Finance.

2. NIUA will:
  - a. To align with the Digital India Initiative of Government of India and NIUA
  - b. To work with the Capacity Building initiatives of NIUA
  - c. To strengthen the Municipal Finance
  - d. Strengthening the internal finance of the body
  - e. Bring in expertise in the Urban Sector for policy analysis and development, training and capacity building in order to further the institutional capacity of NDMC if needed
  - f. Enable virtual linking or networking of technical resources in the specific thematic area, synthesizing best practices and research updates in the specified theme
  - g. Further networking with other institutions(s) in the respective thematic areas so as to develop a knowledge ecosphere
  - h. Conduct National Summit on Municipal Finance (NIUA-NDMC-NIFM partnership) and organize National Level seminars and workshops on Municipal Finance during the India Participation of G20.
3. The specific activities to be undertaken under this MoU will be decided from time to time on mutual consultation and separate written arrangements depending on the requirements of the activities
4. The collaboration would be without any financial commitment though both NIUA and NDMC may separately consider the provisioning of need based assistance for specified activities on a case-to-case basis. Any activity specifically undertaken at the request of the other party shall be mutually worked out and agreed upon

## ARTICLE II

### Mode of Cooperation

5. The possible activities of cooperation for analyzing issues related to Municipal Finance Capacity Building and Enhancement through online and offline mechanisms. These may include:
  - a. Exchange of information and data sharing
  - b. Undertaking coordination of research Projects aligned to the National Development Agenda from a policy research perspective.
  - c. Exchange of visits of suitable personnel for participation in agreed joint activities.
  - d. Other forms of cooperation which may be mutually agreed upon falling within the scope of this MoU.
6. **Data sharing Policy and Publication Rights:** The partner institutions undertake to perform the assignments/activities under this MoU with highest standards of professional, ethical competence and integrity. Any public dissemination of content of any report, data and information collected during the course of engagement, could be carried out only after seeking prior approval. Besides, the Parties shall observe and maintain confidentiality of data as follows:
  - a. Both parties will not share designated Confidential Information with any other third party or in the public domain without the written consent. However, such information may be disclosed or divulged to those affiliates, officers, employees or consultants who are working on the objectives of the MoU and have reasonable need to know the information for the purpose of the specific assignment.
  - b. The partner Institutions would be permitted to use the data provided by NIUA or collated for the purposes of specific assignments. However, the findings and/ or recommendations brought out in the reports of Partner Institutions would be deemed to be the views of the Institution and not

- those of the NIUA unless specific approval of the same is given by both institutions in writing.
- c. Data/information can be shared among partner institutions with prior approval. No institution/organization will claim ownership of data/information received from its partners. They will merely be permitted to use the data for making summaries and reports
7. **Both parties will**
- a. Meet once a quarter to provide guidance on emerging priorities, review progress, outcomes and enable linkages of this initiatives across sectors, states and institutions. The meetings may also be held at partner institutions by rotation, so that there is field based cross institution learning.
  - b. Discuss and approve a roadmap for 3 years for the partnership arrangement in the identified themes besides detailed annual action plans (work plans) with parameters that can be monitored.
8. NIUA will oversee the overall implementation of the partnership across themes and regions.

### ARTICLE III

#### Monitoring and Evaluation

9. The parties shall maintain regular close consultations to monitor and review the progress of activities for each joint project that may be agreed upon.
10. The Parties will share with each other all relevant information and documents, including research, reports and any other information related to the activities, outputs and finally impact of this collaboration.
11. The Parties may wherever possible and as appropriate, undertake joint mission with respect to the programme.

### ARTICLE IV

#### Entry into Force

12. This Mou shall enter into force upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid through the period of three years from the date of signing, unless earlier terminated by either Party in accordance with Article V ("Termination") below.

### ARTICLE V

#### Termination

13. This Memorandum of Understanding can be terminated by either party by giving a notice of three months. In such cases, the partnering Institution shall return the prescribed documents, data, other material and/ or unspent grants, if any to NIUA. Likewise, NIUA shall also return the prescribed documents, data, other material and/ or unspent grants, if any provided by the partnering institution i.e. NDMC.

### ARTICLE VI

#### Duration

14. This MoU will remain valid after its signature for a period of 3 year(s), i.e., up to xxxxxxxx.

The Parties may further extend the MoU for a period of three years, on mutual written agreement.

#### ARTICLE VII

##### Amendments

15. This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continue good relations.

#### ARTICLE VIII

##### Dispute Settlement

16. Any dispute arising between the Parties in any way connected with this MoU or in regard to the interpretation of the context hereof shall be resolved through mutual consultations and negotiations between the Parties, failing which, the dispute shall be referred at the option of either party to the arbitration of any arbitrator mutually agreed upon and in default of such mutual agreement to an arbitrator nominated by the NDMC. The place of arbitration shall be in Delhi / New Delhi. The Arbitration shall be carried out in accordance to the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time.

#### ARTICLE IX

##### Privileges and Immunities

17. No provision of this MoU will be construed so as to in any way interfere with the independent decision making autonomy of the Parties, with regard to their respective mandate, activities and operations.
18. This MoU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations and individuals

#### ARTICLE X

##### Use of the Name, Emblem or Media

19. Neither Party will use the name or emblem of the other Party, or an abbreviation thereof, in connection with its business or otherwise, without the express prior written permission by a duly authorized representative of the Party in each case.
20. Neither Party has the authority, express or implied, to make any public statement on behalf of other Party and all press releases issued in relation to this MoU shall be approved in writing in advance by the Parties before being issued.

#### ARTICLE XI

##### Notices

21. Any notice required to be given by either Party under this Agreement shall be given in writing and shall be deemed given when received by the other Party, to the following addresses below:

For NDMC

Director – Finance  
Room No. 6000, 6<sup>th</sup> floor, Plika Kendra, New Delhi 110001, India

For NIUA

Director  
Core 4B, India Habitat Center, Lodhi Road, New Delhi 110003, India

#### ARTICLE XII

##### Confidential Nature of Documents

22. Information that is considered proprietary by either Party or that is shared or disclosed to the other, and is designated as confidential, shall be held in confidence by that Party and shall be used for the purpose for which it was disclosed.

#### ARTICLE XIII

##### Conflict of Interest

23. The Parties hereto warrant that at the time of signing this MoU no conflict of interest exists or is likely to arise in the implementation of its obligations under this MoU.
24. If a conflict of interest arises or appears likely to arise during the duration of this MoU, the parties hereto shall:
- Immediately notify each other;
  - Make full disclosure of all relevant information relating to the conflict; and
  - Take such steps as reasonably required to resolve or otherwise deal with the conflict.

#### ARTICLE XIV

##### Copyright, Patents and Proprietary Rights

25. Except as is otherwise expressly provided in writing in the MoU, the Parties shall be entitled to their own intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, publications, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence or, or during the course of, the performance of this MoU.
26. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of either Party: (i) that pre-existed the performance by either Party under this MoU, or (ii) that either Party may develop or acquire, or may have developed or acquired independently of the performance of this MoU, neither Party shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party in each case independently of the performance of this MoU, neither Party shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party.

ARTICLE XV  
Entire Agreement

Made at New Delhi on this day of (date/month/year) , in two originals in English language.

IN WITNESS WHERE OF the authorized representatives of the Parties here to have signed this MoU.

Authorized signatory, NDMC  
Director – Finance

Authorized signatory, NIUA  
Director

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness

SECRETARY, CIVIL ENGINEERING DEPARTMENT  
 DATED: 16.12.2022

**ITEM NO. 18 (Civil)**

1. **Name of the Subject** Rehabilitation of old sewer. Sub-Head:- Rehabilitation of Brick Barrel 990mm dia from outer circle CP to C-Hexagon through K.G. Marg & Satya Marg to Kautilya Marg at Shanti Path by CIPP Structural Lining method.
2. **Name of the Department / departments concerned**

Civil Engineering Department, Public Health Circle, Sewerage Project Division.

3. **Brief history of the Subject**

Most of the NDMC Sewerage System was laid in 1930 i.e. before Independence of India which include mainly the main sewer and trunk sewer. The branch sewer lines were laid later as and when there was development in NDMC area. The most of these sewer lines are very old and outlived their life. It has been noticed that during the heavy rains these lines are prone to collapse/ settlement. The sewer line of 990 mm dia brick barrel from Outer circle CP to C-Hexagon through K.G. Marg has outlived its life and needs rehabilitation by strengthening it by CIPP Technology to avert the mishaps / risk to public life / property. The rehabilitation by CIPP Technology is based on International Specification and Manual i.e. WRC and ASTM. Therefore, it is necessary to strengthen this sewer line for the safety of road riders by rehabilitation of these lines because generally the barrel's inner surface comprises of old bricks which got peeled off due to effect of poisonous gases with larger passage of time or till end of its useful life and finally these old bricks got stacked in the barrel which leads to occurrence of stagnation etc. and their cleaning become very difficult even with super sucker machine. Accordingly, A/A & E/S for amounting to Rs.18,30,21,600/- (Rupees Eighteen Crore Thirty Lacs Twenty One Thousand Six Hundred only) & Rs.8,84,64,000/- (Rupees Eight Crore Eighty Four Lacs Sixty Four Thousand Only) have already been accorded by the Chairperson, vide Item No. 02(A-22) dated 26.12.2018 & vide Item No.31(A-12) dated 20/12/2019 respectively. Detailed Estimate by clubbing two estimates amounting to Rs. 23,51,12,000/- (Rupees Twenty Three Crore Fifty One Lacs Twelve Thousand Only) has already been Technically Sanctioned by CE (C-I). Draft NIT amounting to Rs. 22,82,63,499/- (Rupees twenty two crore eighty two lacs sixty three thousand and four hundred ninety nine only) duly checked by SE(P) on dated 23/06/2022.

4. **Detailed proposal on the subject**

After approval of NIT, tenders were invited on 27.03.2021 with date of opening of tender as 20.04.2021 with extended date of opening as 25.05.2021. Technical bid opened on dated 28.05.2021. 05(Five) bidders participated in the bid i.e. M/s Werm India Pvt. Ltd., M/s Onsite India Pvt. Ltd., M/s NDT Technologies Limited, M/s Capital Engineering Corporation Pvt. Ltd. and M/s Ashwath Infratech Pvt. Ltd. 1st & 2nd T.E.C meetings were held on dated 03.06.2021 & 17.06.2021 respectively and two bidders i.e. M/s Onsite India Pvt. Ltd. and M/s Capital Engineering Corporation Pvt. Ltd. were declared technically qualified by the T.E.C. However, meanwhile due to technical aspect of as to whether rehabilitation of sewer line being

taken under specialized category or not prone to Council Decision in one of the similar case, the cited tender was scrapped on dated 29.07.2021. Accordingly, the agenda was again placed in the Council for seeking decision w.r.t Rehabilitation of sewer line works to be undertaken under Specialized Category as per CPWD Works Manual vide Item No. 09(A-10) on dated 28.11.2021 with its subject as "Information for adoption of mode of tendering and categorization works as per CPWD works manual provisions". Accordingly, the modified draft NIT has been approved from CE(C-I) on dt. 27.06.2022. 2<sup>nd</sup> call of tender has been invited with date of opening as 13.07.2022 extended up to 22.07.2022. Two firms have participated in this tender i.e. **M/s Insituform Pipeline Rehabilitation Pvt. Ltd. & M/s Capital Engineering Corporation**. In the Technical bid Evaluation Sub Committee meeting both above mentioned firms technically not qualified, hence all participant agencies are not eligible for opening of financial bid. Accordingly, tender has been rejected by the NIT approving Authority i.e. CE(C-I) on dt. 29.08.2022. After rejection of the 2<sup>nd</sup> call of tender, 3<sup>rd</sup> call of Tender has been invited date of opening date as 13.09.2022. Justification statement prepared and duly checked by Planning Division @20.63% above the estimated cost vide Note#319 dt. 29.09.2022. Accordingly, technical bid of following three bidder were opened M/s Insituform Pipeline Rehabilitation Pvt. Ltd., M/s Capital Engineering Corporation & M/s Onsite India Private Limited. As per approval of CE(C-I), 1<sup>st</sup> & 2<sup>nd</sup> Technical bid Evaluation Sub-Committee meeting was fixed on dated 20.10.2022 & 31.10.2022, T.E.C has approved for opening of Financial bid of Two technical eligible bidders i.e. M/s Insituform Pipeline Rehabilitation Pvt. Ltd. & M/s Capital Engineering Corporation. The financial bid of technical eligible bidders were opened on dated 01.11.2022 as per details given below:-

Estimated cost put to tender:-Rs.22,82,63,499.00

Sr. No	Name of the agency	Quoted rates in %	Tendered Amount (Rs.) + (Rounded)	Remark
1.	M/s Insituform Pipeline Rehabilitation Pvt. Ltd.	20.02% Above	27,39,63,319.00	L-2
2.	M/s Capital Engineering Corporation	15.56% Above	26,37,89,000.00	L-1
3..	M/s Onsite India Pvt. Ltd.	Technically not qualified		

The abstract of justification has also been checked by Planning Division @4.20% below the justified cost and recommended for acceptance of L-1 bidder on dated 28.11.2022. The Finance Department has also concurred the case for acceptance of lowest offer of M/s Capital Engineering Corporation emerged L-1 with tendered value of Rs.26,37,89,000/- which is @15.56% above the estimated cost of Rs.22,82,63,499/- and @ 4.20% below the justified cost for the captioned work on dt. 01.12.2022.

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

The Financial Implication of the proposed subject is Rs.26,37,89,000/-



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

Award of work	: Within 10 days after approval of tender agenda from Council.
Work Completion	: Twelve Months after award of work.

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

The comments of the Finance Department on the subject diary No. (C.No. 122721/FD) dated 01.12.2022 are as under:-

1. It is observed that the AA & ES was accorded by the Council during 2018-19, whereas the department is still under process of 3rd call of tender for acceptance. Department need to bring on record the reasons for this long delay of around 3 years.
2. As per remarks on technical comparative statement (ToC NO.860414) duly checked by the consultant M/s TTI consulting Engineers (I) Pvt. Ltd., all the three bidders have been shown technical eligible, whereas later on the TEC (having the said consultant as a members thereof) has recommended only two bidders are technically eligible. Reasons for this discrimination may be brought on record.
3. Further, the approval to rejection of First Call of tenders may also be brought on record.
4. The department may ensure and certify the in the following points:-
  - i. the justification of tender has been prepared as per (a) Circular dated 31.5.2021 issued by the CEC-I, and as per Para 5.1.6 of CPWD Works Manual 2019 read with SOP 5/3 thereof, (ii) lowest prevailing market rates/trend, (c) similar scope of proposed tender work, (d) and no additional component have been considered therein.
  - ii. the conditions of the NIT were neither restrictive nor favoring to any of the particular firm.
  - iii. the financial bids opened for those firms are technically eligible and meeting all the terms and conditions of NIT.
  - iv. No complaint has been received or pending against this tender.
  - v. All codal provisions have been followed while processing the proposed tender case, and
  - vi. No liability would be incurred before the availability of sufficient funds under relevant Chart of Account.

(This issues with the prior approval of the Director(Finance)

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

Comments of the department on the comments of the Finance Department are as under:-

- (1) The main reason of delay after scrapping of the tender during 1st call was that the council had decided in one of the parallel tender case for Rehabilitation of 1100mm-1200mm dia sewer line at Ashoka road that the rehabilitation of sewer line are not specialized but a routine work vide Item No.07(A-03) dt. 21.05.2021. Further the NIT after 1st call was also got modified pursuant to changes as per the then Office Memorandums issued by CPWD and approved by Competent Authority. Thereafter the 2nd call of tender was made subsequent receiving of Council Decision regarding Rehabilitation works as per CPWD Works Manual Provision under Specialized Category vide Item No. 09(A-10) dt. 18.11.2021. Two bidders

participated in the 2nd call of tender and both were technically disqualified by T.E.C. and the instant call of tender is the 3rd call of tender with reasons of delay as aforesaid to this effect.

(2) During the initial screening of the bid documents by the Consultant the shortfalls regarding Integrity pact and under taking for Clause 1.2.1 was over sighted however, subsequently during the T.E.C meeting, wherein the Consultant was also one of the member it was noticed that the date on the 1st page of Integrity pact was well before publication of tender and language of under taking to be uploaded for Cluase-1.2.1 was not as per NIT stipulation and hence, the bid of M/s Onsite India Pvt. Ltd. was technically disqualified with reasons as aforesaid.

(3)The reasons for rejection of 1st call of tender duly mentioned vide Note#113 which was under the directions of competent authority.

(4)This is further certified and ensured that-

- i. The justification of tender has been prepared as per (a) Circular dated 31.5.2021 issued by the CEC-I, and as per Para 5.1.6 of CPWD Works Manual 2019 read with SOP 5/3 thereof, (ii) lowest prevailing market rates/trend, (c) similar scope of proposed tender work, (d) and no additional component have been considered therein.
- ii. the conditions of the NIT were neither restrictive nor favoring to any of the particular firm.
- iii. the financial bids opened for those firms are technically eligible and meeting all the terms and conditions of NIT.
- iv. No complaint has been received or pending against this tender.
- v. All codal provisions have been followed while processing the proposed tender case, and
- vi. No liability would be incurred before the availability of sufficient funds under relevant Chart of Account.

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

1. The department has processed the case for acceptance L-1 offer of M/s Capital Engineering Corporation at the tendered rate of ₹26,37,89,000/- which are 15.56% above the estimated cost of ₹22,82,63,499/- and 4.20% below the justified cost of ₹27,53,54,259/-, as detailed vide Note#361.
2. As per the technical eligibility assessed by members of the TEC and recommended (ToC No. 860396/2022/Sewerage Project) out of three participating bidders M/s. Insituform Pipeline Rehabilitation Pvt. Ltd. and M/s. Capital Engineering Corporation are technical eligible for opening of financial bid.
3. Department have certified that the (i) the justification of tender has been prepared as per (a) Circular dated 31.5.2021 issued by the CEC-I, and as per Para 5.1.6 of CPWD Works Manual 2019 read with SOP 5/3 thereof, (b) lowest prevailing market rates/trend, (c) similar scope of proposed tender work, (d) and no additional component have been considered therein; and (ii) rates of L-1 bidder M/s Capital Engineering Corporation are reasonable and justified and recommended for acceptance (Note#340).
4. In view of information & certifications brought on record by the department, Finance Department concurs in the proposal (as stated at para-1 above) for seeking approval of the Chairperson to place the case before the Council for the same, as checked by the SE (Planning) & AO (Works) vide Note#359 and Note#361, respectively, duly recommended by CEC-I vide Note#362. This is subject to correctness of facts and computation of data.

10. Legal implication of the subject.

Nil

11. Details of previous Council Resolutions, existing Law of Parliament & Assembly on the subject.

Nil

12. Comments of the Law Department on the Subject.

The draft agenda for according approval to accept the tender for lowest offer of M/s. Capital Engineering Corporation at the tendered rate of Rs.26,37,89,000/- (Rupees twenty six crore thirty seven lakhs and eighty nine thousand only) for the subject work to be placed before the Council has been referred by Civil Engineering Department for vetting by Law Department. The agenda primarily involves financial and technical issues, the same have already been examined by the Finance Department at Note-382 and concerned Division of Civil Engineering Department.

Having examined the contents of the draft agenda from the legal point of view, *prima-facie* it is observed that no legal issue is involved. However, the department may ensure the correctness of facts and figures, compliance of CVC guidelines, CPWD manual and other guidelines on the subject.

Submitted for further comments.

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

It is ensured that the correctness of facts and figures, compliance of CVC guidelines, CPWD manual and other guidelines on the subject have been adhered.

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

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

15. Recommendation

The case is placed before the Council for consideration and acceptance of lowest offer of M/s Capital Engineering Corporation @15.56% above the estimated cost of Rs.22,82,63,499/-with tendered amount of Rs.26,37,89,000/- (Rupees Twenty Six Crore Thirty Seven Lakh Eighty Nine Thousand Only) which is 4.20% below the justified cost of Rs.27,53,54,259/- for the work of "Rehabilitation of old sewer. Sub-Head:- Rehabilitation of Brick Barrel 990mm dia from outer circle CP to C-Hexagon through K.G. Marg & Satya Marg to Kautilya Marg at Shanti Path by CIPP Structural Lining method" and to award the above work in anticipation of confirmation of Minutes by the Council.

16. DRAFT COUNCIL'S RESOLUTION

Resolved by the Council to accept lowest offer of M/s Capital Engineering Corporation @15.56% above the estimated cost of Rs.22,82,63,499/-with tendered amount of Rs.26,37,89,000/- (Rupees Twenty Six Crore Thirty

Seven Lakh Eighty Nine Thousand Only) which is 4.20% below the justified cost of Rs.27,53,54,259/- for the work of "Rehabilitation of old sewer. Sub-Head:- Rehabilitation of Brick Barrel 990mm dia from outer circle CP to C-Hexagon through K.G. Marg & Satya Marg to Kautilya Marg at Shanti Path by CIPP Structural Lining method" and to award the above work in anticipation of confirmation of Minutes by the Council.

It was also resolved that further action to award the subject work may be taken by the department in anticipation of confirmation of the Minutes of the Council.

#### COUNCIL'S DECISION

Resolved by the Council to accept the lowest offer of M/s Capital Engineering Corporation, which is @15.56% above the estimated cost of Rs.22,82,63,499/-with tendered amount of Rs.26,37,89,000/- (Rupees Twenty Six Crore Thirty Seven Lakh Eighty Nine Thousand Only) which is 4.20% below the justified cost of Rs.27,53,54,259/- for the work of "Rehabilitation of old sewer. Sub-Head:- Rehabilitation of Brick Barrel 990mm dia from outer circle CP to C-Hexagon through K.G. Marg & Satya Marg to Kautilya Marg at Shanti Path by CIPP Structural Lining method".

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

*D. Sengupta*  
For Secretary  
New Delhi Municipal Council  
New Delhi.

**ITEM NO. 19 (HEALTH)**

Subject: Garbage Disposal  
Date: 16.12.2022

**1. NAME OF THE SUBJECT:-**

Intimation regarding quarterly/quarter-wise expenditure on the PPP Project of Collection & Transportation of garbage from NDMC area to the disposal site for the period **April-2022 to June-2022**.

**2. NAME OF THE DEPARTMENT:**

Public Health Department, NDMC

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

Vide Resolution Number 19 (E-04), dated:15/12/2015, Council resolution that the Chairperson, NDMC may accord expenditure sanction based on the amount billed in respect of monthly bills for collection and transportation of garbage from NDMC area as per concession agreement. The actual liability incurred shall be verified as per the prescribed procedure duly concurred by Finance Department and approved by Competent Authority. Total expenditure incurred in every quarter shall be brought into the notice of the Council.

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

- As resolved by the Council vide resolution No. 19 (E-04) dated 15.12.2015, the monthly expenditure billed for the subject work has been got approved from Chairman, NDMC upto billed quantity for **April-2022 to June-2022** is to be brought to the notice of the Council. The quarterly expenditure for the period **April-2022 to June-2022** is Rs. 8,64,89,853/- (Rs. Eight Crores Sixty Four Lakh Eighty Nine Thousand Eight Hundred and Fifty Three Only). The month wise details are as under:-

**30th Quarter**

Month	Amount
January-2022	Rs. 3,06,41,644/-
February-2022	Rs. 2,74,18,285/-
March-2022	Rs. 2,84,29,924/-
Total	Rs. 8,64,89,853/-

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

- Quarterly/quarter-wise expenditure for the months **April-2022 to June-2022** is Rs. 8,64,89,853/- (Rs. Eight Crores Sixty Four Lakh Eighty Nine Thousand Eight Hundred and Fifty Three Only).

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

After finance concurrence and approval of the Competent Authority, the above payments have been paid to the concessionaire.

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

Finance Department has already concurred the above payments.

8. LEGAL IMPLICATIONS OF THE SUBJECT/PROJECT:

No legal implications.

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

- Council Resolution Item No. 07 (W-03) dated 30.01.2015.  
 Council Resolution Item No. 19 (E-04) dated 15.12.2015.  
 Council Resolution Item No. 10 (E-06) dated 27.06.2016.  
 Council Resolution Item No. 14 (E-13) dated 17.08.2016.  
 Council Resolution Item No. 25(E-17) dated 03.11.2016.  
 Council Resolution Item No. 10(E-21) dated 06.03.2017.  
 Council Resolution Item No. 20 (E-02) dated 27.04.2017.  
 Council Resolution Item No. 03 (E-09) dated 19.09.2018.  
 Council Resolution Item No. 07 (E-14) dated 28.02.2019.  
 Council Resolution Item No. 08 (E-01) dated 04.08.2020.  
 Council Resolution Item No. 11(E-04) dated 26.12.2020.  
 Council Resolution Item No. 24 (E-02) Dated 21.05.2021.  
 Council Resolution item no.36 (E-04) Dated: 28.11.2021.  
 Council Resolution item no. 03(Health) Dated 25.05.2022  
 Council Resolution item no. 03(Health) Dated 25.07.2022  
 Council Resolution item no. 05(Health) Dated 28.09.2022

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

Not applicable

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

Yes, all CVC guidelines have been followed.

12. RECOMMENDATIONS:-

- As resolved by the Council vide resolution No. **05(Health)** Dated 28.09.2022, the monthly expenditure billed for the subject work up to **March-2022** already noted by council. The intimation regarding quarterly/quarter-wise expenditure for the period **January-2022 to March-2022** is **Rs. 8,64,89,853/- (Rs. Eight Crores Sixty Four Lakh Eighty Nine Thousand Eight Hundred and Fifty Three Only)**.  
 The month wise details are as under:-

30th Quarter	
Month	Amount
January-2022	Rs. 3,06,41,644/-
Febraury-2022	Rs. 2,74,18,285/-
March-2022	Rs. 2,84,29,924/-
<b>Total</b>	<b>Rs. 8,64,89,853/-</b>

**13. DRAFT RESOLUTION**

Council has taken note of the Quarter wise expenditure for the period April-2022 to June-2022 is Rs. 8,64,89,853/- (Rs. Eight Crores Sixty Four Lakh Eighty Nine Thousand Eight Hundred and Fifty Three Only).

Agenda is placed for kind information of the Council.

**COUNCIL'S DECISION**

Council noted the information as contained in the agenda note.

  
D. Sengupta  
New Delhi Municipal Council  
New Delhi.

16.12.2022

**ITEM NO. 20 (Civil)****1. Name of the Project:**

Redevelopment of roads and roundabouts in NDMC area including pavement, green berms, and illumination with one year maintenance in light of the upcoming G20 Presidency related events in Delhi.

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

Civil Engineering Department

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

- (i) Letter No. 73809/G20CC/2022 dated 3<sup>rd</sup> June 2022 received from G20 ChiefCoordinator, G20 Secretariat, MEA, New Delhi.
- (ii) NDMC has received several correspondences from the G20 Secretariat and other higher authorities related to upgradation and improvement of infrastructure in NDMC area in view of the ensuing G20 Presidency and its related events in New Delhi. Several rounds of meetings have been held in this regard at G20 Secretariat, Sushma Swaraj Bhawan, New Delhi.
- (iii) In line with the discussions held in these meetings a comprehensive review of the existing infrastructure especially the major roads have been done. Accordingly, 41 major roads having maximum impact have been identified and a proposal has been prepared for redevelopment of these roads. The proposal comprehensively covers to repair and restore all elements such as improvement of road markings & infrastructure, replacement of signage, improvement of pavements with existing finish, provision for roadside furniture, improvement of roadside green berms and roundabouts with proper illumination of roads and pedestrian pathways. The proposal also includes maintenance (Horticulture) of this upgraded infrastructure for a period of one year.
- (iv) The list of 41 roads including in the proposal has been provided as "**Annexure-I**" (See pages 205 - 206).
- (v) A/A & E/S amounting to Rs. 85.02 Crore was accorded by the Council vide Reso. No. 15(Civil-I) dated 27.07.2022.
- (vi) Regarding above said composite work a meeting was held under the chairmanship of SECRETARY NDMC on dated 10/08/2022 where all HOD's of concerned department i.e civil, electrical and Horticulture along with EE's & DD's were present. During meeting it has been decided that Dir(Hort./North) and Dir(Hort./South) may modify the D.E and submit with revised T.S amount.
  - As time is short, Survey of whole 41 roads, its Conceptual plan and Design with total **New Theme** is not possible, so there would be no scope of work of SURVEY, CONCEPTUAL PLAN, DESIGN and DRAWING and would not be part of work of MAIN CONTRACTOR.
  - "There would be no items of watering through TANKERS in Horticulture works as there are sufficient Nos. of water tankers in HORTICULTURE Deptt.
  - Possibilities be explored to have watering, on these 41 major Roads, through nearest Unfiltered water pipelines of CPWD during execution or any new boring.



- Accordingly, Dir( Hort N) and Dir( Hort S ) may prepare modified D.E. for Revised Technical Sanction and of other subsequent actions for Composite Tender."
- (vii) First call of tender
- Tender was invited through e-procurement solution on **20.08.2022**
  - Last date/time for receipt of tenders through e-procurement solution: **05.09.2022**.  
Pre-bid meeting was held on 26.08.2022  
After approval of TEC minutes of meeting by CE(C-I) corrigendum was issued as dated of opening of tender as 08.09.2022.  
Second time corrigendum was issued after approval of CE(C-I) and accordingly date of opening of tender was extended to 14.09.2022.  
Following six agencies has participated in the bid and during scrutiny & bid documents by the technical sub committee it was found that none of the agency is technically eligible for opening of financial bid. In addition to that some minor modifications was also required in NIT work. Accordingly, all tenders of first call were rejected.
    - a) M/s. N.S. Associated Pvt. Ltd.
    - b) M/s. Mehta Construction Co.
    - c) M/s. Mayasheel Construction
    - d) M/s. YFC Projects Pvt. Ltd.
    - e) M/s. Winner Construction Pvt. Ltd.
    - f) M/s. Gawas Construction Ltd.
- (viii) Second call of tender

After approval of the composite NIT, bid was invited through e-procurement solution on **07.10.2022**.

Last date/time for receipt of tenders through e-procurement solution has been fixed as **27.10.2022**.

Pre-bid meeting was held on **17.10.2022**

Minutes of prebid meeting was approved on 27.10.2022 and accordingly corrigendum was issued with extended date of opening of tender dated 11.11.2022. Tender was opened on 14.11.2022 and found that single bid received. It was also discussed in the HOD meeting held on 14.11.2022 that single bid has been received and tender may be recalled for better competition but the senior officers in the meeting desired to expedite the said work, since the G20 summit is approaching very fast and said work is urgently required on the ground and this is the second call of tender with wide publicity as well as pre-bid meeting was held in this case. Hence it was desired by the senior officer in the meeting that the single bid received may be opened with the approval of competent authority for evaluating the eligibility criteria of the participated bidder as single bidder. Accordingly, approval was accorded by CE(C-I) for opening the single bid received in 2<sup>nd</sup> call keeping in view of urgency of work related to G-20. TEC meeting was held on 18.11.2022 and 21.11.2022. The TEC has found the bidder as eligible and recommends of opening the financial bid alone bidder.

- (ix) After opening of the Financial Bid, it was found that L-I agency M/s. MIA Construction Pvt. Ltd. has quoted rate 22.66% below the Estimated Cost of Rs. 71,10,37,096/- with tendered amount of Rs.54,99,16,090/- details are given below:-

Sr. No	Name of Contractor /Agency	Estimated cost (Rs.)	Quoted Amount in (Rs.)	Quoted Rate	Remarks
1.	M/s. MIA Construction Pvt. Ltd.	71,10,37,096/-	54,99,16,090/-	22.66% below	L-1

- (x) Justification checked by the planning is 0.97% below the estimated cost where as the lowest agency i.e. M/s. MIA Construction Pvt. Ltd. has quoted rate @ 22.66% below the estimated cost of Rs. 71,10,37,096/- with the tendered amount of Rs. 54,99,16,090/- which is 21.90% below the justified cost of Rs. 70,41,40,036/-.
- (xi) The rates quoted by the lowest bidder have been found to be reasonable after checking of the tender by the Planning Department and recommended for award of work to single bidder.

#### 4. Detailed proposal of the Project: -

Due to time constraint, comprehensive approach is proposed to complete all Civil, Electrical and Horticulture related works under composite tender. Accordingly, a composite estimate for Redevelopment of roads and roundabouts in NDMC area including pavement, green berms and illumination with one year maintenance in light of the upcoming G20 Presidency related events in Delhi was framed. It is proposed that a committee constituted for the said project will recommend designs and planning before execution of work at site with the same existing material/finish due to time constraint.

A Preliminary Estimate for the composite work amounting to Rs. 85.02 Cr. has been prepared for inviting the composite tender on percentage rate basis and to take up design and Sculpture work separately. The estimate has been prepared based on survey by the field staff of road division, electrical division and horticulture department. The estimate has been finalised in discussion with all SE's, Dir.(Hort. -N&S) and accordingly the tentative quantities of each item have been taken in the Abstract of Quantities. During preparation of Detailed Estimate for civil part, a meeting was held in office of SE(Road)North where SE(Road)South and all EEs were present on 05.08.2022.

As per direction, detailed estimate for civil work for above said composite work has already been framed and scrutinized by planning and technical sanctioned by competent authority. Decided to prepare NIT for composite work i.e. civil, electric & horticulture wherein, the maintenance scope for civil work for technical sanction not considered. However, in this regard, a meeting was held on 05.08.2022 in presence of SE(R-South), SE(Road)North along with EEs and AEs concern.

During, the meeting it was discussed that the amount taken for maintenance purpose of civil work lump sum 1.00 crore for one year of the 41 roads in preliminary estimate which is technically not feasible to carried out the maintenance of 41 roads for one year also during the execution it will made dispute between agency and department, resulting it may defer the purpose.

As discussed in the chamber of CE(C-I) when SE(R-North), SE(R-South), SE(Planning), SE(Special Project) and all EEs of road division (R-I to R-V & CP) on dated 05.08.2022 were present. It was brought out in discussion that for maintenance of one year on all 41 roads, the following are not considered in preliminary estimate submitted to accord by council due to pause of time and in hurry.

- (i) The day to day maintenance material such as cement, coarse sand/aggregate, paver blocks, red sand stone, bollards, manhole covers, GT's, kerb stones of CCs/red sand stone required for all 41 roads.
- (ii) Manpower as beldars, masons, supervisor, technical staff required for 41 roads during one year maintenance.
- (iii) The machinery, tipper, T&P etc. required for day to day maintenance such as deployment for manpower and materials, removal of plantation on footpath, central verge, channel etc. for all 41 roads.
- (iv) Regular cleaning and repairing and restoration of damaged signages on all 41 roads are not considered for maintenance purpose.
- (v) Potholes repairs, bitumen bags, bitumen emulsion, hand vibrator for compaction etc. required for 41 roads.
- (vi) Provision of enamel paint on kerb stones yellow and black, green enamel on railing, central verge are required minimum two times in a year i.e. on 15<sup>th</sup> August and 26<sup>th</sup> January and also on other functions held by Govt. of India, for national events such as Yoga Day, Ekta Diwas, Gandhi Jayanti, 4 to 5 nos. sanitation drives in NDMC area, GFC inspection, Swachhta Survekshan etc.
- (vii) Moreover, for carrying out day to day maintenance for attending the complaints of NDMC 311 app for proper space required for keeping the material, T&P and office establishment at least two nos. locations for civil, electrical and horticulture in the area of north of Rajpath and South of Rajpath.
- (viii) In addition to above, instant requirement of these items for time to time restoration due to road cutting by the service providers, damaged due to natural calamity and accidents are not considered/defined in the scope of preliminary estimate for maintenance for one year which was A/A & E/S accorded by the council and aforesaid requirements are not defined in the lump sum tentative provisions of Rs. 1.00 crore in PE for all 41 roads. Therefore, it is submitted that the urgent maintenance of all 41 roads are required, the detail assessment considering the aforesaid items and required T&P space for establishment are to be worked out separately for one year maintenance. Hence, the maintenance proposed for one year could not be considered in NIT.

**The major items taken in Civil Engineering works are as under:**

- (a) Dismantling works
- (b) Repair to CC footpath
- (c) Repair of Red sand stone footpath
- (d) Replacing CC and Red sand stone kerb stone
- (e) P/F M.S. Railing
- (f) Repair/Replacement of signages.
- (g) Street furniture like benches.

- (h) Bollards, Solar studs, delineators etc.  
 (i) Laying pipe lines for obtaining irrigation connections from CPWD unfiltered lines as per site feasibility.

The major items taken in Electrical works are as under:

- (a) Pedestrian Lights  
 (b) Missing/damaged street light poles.  
 (c) Uplighters for illumination of trees and sculptures.

The major items taken in Horticulture works are as under:

- (a) Development of road side area and roundabouts into green areas.  
 (b) Maintenance of road side area for one year

The quantities taken in the scope of work are tentative as will be worked out on approval of final design and planning though consideration has been taken in proximity as per present site conditions and specifications of existing material. In tender, it will also propose in this agenda for consideration that if any deviation or any extra items required to execute the work, the rates will be paid at the same quoted below/above percentage on DSR rates as well as market rates minus percentage below as quoted by the successful bidder and approved by NDMC.

The breakup of preliminary estimate into various components is as under:

Sr. No.	Name of Work	Amount (in Rs.)
1	Upgradation of Roads (Civil works)	46.60 Crores
2	Upgradation of Street Light (Elect. Works)	9.96 Crores
3 (a)	Horticulture Work (North)	9.97 Crores
(b)	Horticulture Work (South)	11.14 Crores
4	Survey, Conceptual plan, design and drawing @ 2% of Civil & Horticulture i.e. on 61.11 Cr.	1.35 Crores
5	Maintenance for Civil works	1.00 Crores
6	Sculpture and Art Promotion Work	5.00 Crores
	<b>Total Amount</b>	<b>85.02 Crores</b>

The breakup of detailed estimate into various components is as under:

S. No	Particular	Amount
1	Civil	Rs 47,71,40,000/-
2	Electrical	Rs 10,94,08,610/-
3	Horticulture South	Rs 7,42,54,748/-
4	Horticulture North	Rs 6,82,83,870/-
5.	Combined DE amount	Rs 72,90,87,228.00

Composite NIT amounting to Rs. 71,10,37,096/-

5. FINANCIAL IMPLICATIONS OF THE PROJECT:

Financial implications of the proposed subject / project work out to Rs. 54,99,16,090/-

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

The schedule period of completion is Six Months after award of work.

7.(a) FINAL COMMENTS OF THE FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NUMBER & DATE.

Finance Deptt. has concurred the tender vide note#333 dated 09.12.2022.

7.(b) COMMENTS OF THE DEPARTMNET ON THE COMMENTS OF THE FINANCE DEPTT.

Tender has been concurred by the finance vide note#333 dated 09.12.2022.

8. LEGAL IMPLICATION OF THE SUBJECT/PROJECT:

No legal issue.

9. DETAILS OF PREVIOUS COUNCIL RESOLUTIONS, EXISTING LAW OF PARLIAMENT AND ASSEMBLY ON THIS SUBJECT:

NA

10. FINAL COMMENTS OF THE 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.

It is certified that the facts and figures provided are correct and all Central Vigilance Commission (CVC) guidelines have been followed while processing the case.

12. RECOMMENDATIONS:

The case is placed before the council for consideration and to

- (i) Accord approval for acceptance of the lowest offer of M/s. MIA Construction Pvt. Ltd. @ 22.66% below the Estimated Cost of Rs. 71,10,37,096/- with tendered amount of Rs. 54,99,16,090/- which is 21.90% below the justified cost of Rs. 70,41,40,036/- which is 0.97% below the estimated cost for the

work of "Redevelopment of roads and roundabouts in NDMC area including pavement, green berms, and illumination with one year maintenance in light of the upcoming G20 Presidency related events in Delhi"

13. Draft Resolution:-

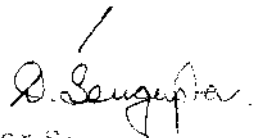
- (i) It is been resolved by the Council for Accord approval for acceptance of the lowest offer of M/s. MIA Construction Pvt. Ltd. @ 22.66% below the Estimated Cost of Rs. 71,10,37,096/- with tendered amount of Rs. 54,99,16,090/- which is 21.90% below the justified cost of Rs. 70,41,40,036/- which is 0.97% below the estimated cost for the work of "Redevelopment of roads and roundabouts in NDMC area including pavement, green berms, and illumination with one year maintenance in light of the upcoming G20 Presidency related events in Delhi"
- (ii) Further resolve by the Council that the department may initiate further necessary action in the matter in anticipation and confirmation of minutes of the council.

**COUNCIL'S DECISION**

The Council did not approve the agenda as it was a single valid bid.

Chairman NDMC and CEC-1 informed that very short time is left for implementation of this urgent and important work related to G-20. In this regard it was suggested to explore the option of getting the work done either through Government of India work agencies or Public Sector Undertakings of Government of India or by any appropriate manner, so that the work is got completed on time.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.

  
 For Secretary  
 New Delhi Municipal Council  
 New Delhi.

work of "Redevelopment of roads and roundabouts in NDMC area including pavement, green berms, and illumination with one year maintenance in light of the upcoming G20 Presidency related events in Delhi"

13. Draft Resolution:-

- (i) It is been resolved by the Council for Accord approval for acceptance of the lowest offer of M/s. MIA Construction Pvt. Ltd. @ 22.66% below the Estimated Cost of Rs. 71,10,37,096/- with tendered amount of Rs. 54,99,16,090/- which is 21.90% below the justified cost of Rs. 70,41,40,036/- which is 0.97% below the estimated cost for the work of "Redevelopment of roads and roundabouts in NDMC area including pavement, green berms, and illumination with one year maintenance in light of the upcoming G20 Presidency related events in Delhi"
- (ii) Further resolve by the Council that the department may initiate further necessary action in the matter in anticipation and confirmation of minutes of the council.

**COUNCIL'S DECISION**

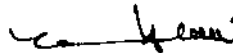
The Council did not approve the agenda as it was a single valid bid.

Chairman NDMC and CEC-1 informed that very short time is left for implementation of this urgent and important work related to G-20. In this regard it was suggested to explore the option of getting the work done either through Government of India work agencies or Public Sector Undertakings of Government of India or by any appropriate manner, so that the work is got completed on time.

The Council further resolved that the Departments concerned may initiate further necessary action based on the decisions taken by the Council at the meeting, as noted above, in anticipation of confirmation of the Minutes.



(ANKITA CHAKRAVARTY)  
SECRETARY



(AMIT YADAV)  
CHAIRPERSON



(MEENAKSHI LEKHI)  
PRESIDING OFFICER

List of 41 Roads under G-20 Work

Ammanura - 7

Sl. No.	Name of Road
1	Raisina Road
2	Gurdwara Rakab Ganj
3	Mother Teresa Crescent Road(Road- North)
4	Old R.K. Ashram Marg (MTC to SBBMR road)
5	Sansad Marg
6	Rafi Marg
7	Pt. Pant Marg
8	B.K.S Marg
9	C-Hexagon
10	Dr. Zakir Hussain Marg
11	Tilak Marg
12	Ferozshah Road (Mandi House to K.G. Marg)
13	Ferozshah Road (K.G. Marg to Windsor Place)
14	Barakhamba Road
15	Tolstoy Marg (Barakhamba Road to K. G. Marg)
16	Tolstoy Marg (K. G. Marg to Sansad Marg)
17	Kasturba Gandhi Marg
18	Ashoka Road
19	Janpath Road (Road-North)
20	Connaught Place Roads
21	Shanti Path
22	SP Marg
23	Dara Sikhoh Road
24	Malcha Marg
25	Kamal Attaturk Marg



<b>Sl. No.</b>	<b>Name of Road</b>
26	Nyay Marg
27	Teen Murti Marg
28	Vinay Marg
29	Africa Avenue upto Under Bridge
30	Rizal Marg
31	Mother Teresa Crescent Road (Road-South)
32	Africa Avenue (Leela Hotel to Ring Road)
33	Aurobindo Marg
34	Moulana Azad Road
35	Safdarjung Marg
36	A.P.J. Abdul Kalam Marg
37	Lodhi Road
38	Subramanium Bharti Marg
39	Shahjahan Road
40	Prithviraj Road
41	Janpath Road (Road-South)