

COUNCIL'S MEETING

NO. 12/2022-23

DATE	:	22ND MARCH 2023 (WEDNESDAY)
TIME	:	11-00 A.M.
VENUE	:	3RD FLOOR, COUNCIL ROOM, PALIKA KENDRA, NEW DELHI



नई दिल्ली नगर पालिका परिषद्

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



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/1/2023/D- 521

Dated: 17.03.2023

MEETING NOTICE

The next meeting of the Council No.12/2022-23, will be held on **Wednesday, 22nd March, 2023, at 11-00 A.M.** in 3rd Floor, Council Room, Palika Kendra, New Delhi.

The list of business is enclosed herewith.

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

(DR. ANKITA CHAKRAVARTY)
Secretary

ALL MEMBERS OF THE COUNCIL

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

COUNCIL'S MEETING NO. 12/2022-23 DATED 22.03.2023 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. 11/2022-23 held on 22.02.2023.	2	3 - 5
02 (CS)	Contracts/Schemes involving an expenditure of Rs.1 Lac but not exceeding Rs.400 Lacs.	6	7 - 9
03 (CS)	Action Taken Report on the status of ongoing schemes/works approved by the Council.	10	11 - 14
04 (Electric-I)	P.E for Strengthening/ Augmentation of HT/LT network in Lodhi Colony area of NDMC.	15 - 18	
05 (Special Project)	Setting up of 156 Communication Cellular Mobile Tower on Wheels (COWs) in NDMC area.	19 - 26	27 - 37
06 (Electric-II)	Providing Mechanized Facility Management Services at NDCC Phase- II Building Block-B & C for a Period of Three Years.	38 - 42	
07 (Welfare)	Review of grant of financial assistance to its employee under Hitkari Nidhi Yojana.	43 - 46	
08 (Power)	Procurement of Short Term Renewable Power (Non Solar) through M/s SJVN Ltd. to meet the deficit of power and Renewable Power Obligation(RPO) as well.	47 - 53	54 - 55
VOLUME-II			
09 (Civil)	S/R of roads in NDMC Area. SH:- Re-surfacing of 12 roads in R-V Division of NDMC.	56 - 63	
10 (Health)	Collection and Transportation and dumping of construction and Demolition (C&D) waste from NDMC area on PPP Model.	64 - 71	72 - 78
11 (Electric)	Approval to undertake the new NDMCSCL works by various departments of NDMC.	79 - 83	84 - 103
VOLUME - III			
12 (Health)	Construction/reconstruction of Smart PTUs/CTUs at new sites and old existing sites of Garbage Stations/PTUs with Advertisement Rights in NDMC area on PPP Model (Group-A, A1 & A2).	104 - 107	108 - 205

ITEM NO. 01 (CS)

Confirmation and signing of the minutes of the Council Meeting No. 11/2022-23 held on 22.02.2023 (See pages 3 - 5).

COUNCIL'S DECISION

Minutes confirmed subject to condition that the decision of the Item No. 09 (Estate) above may be read as under :-

"Resolved by the Council to approve the policy for allotment and usage of municipal spaces by Government bodies as mentioned under the para "Reports of the sub-committee" as placed as Annexure-A of the agenda."

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.

NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA: NEW DELHI

MINUTES OF THE COUNCIL'S MEETING NO. 11/2022-23 HELD ON 22.02.2023
AT 01:00 P.M. ON FIRST FLOOR, NDCC -II, NEW DELHI.

MEETING NO.	: 11/2022-23
DATE	: 22.02.2023
TIME	: 01:00 P.M.
PLACE	: NDCC-II, NEW DELHI

PRESENT:

- | | | | |
|----|---------------------------|---|-------------------|
| 1. | Smt. Meenakshi Lekhi | - | Presiding Officer |
| 2. | Sh. Amit Yadav | - | Chairperson |
| 3. | Sh. Satish Upadhyay | - | Vice Chairperson |
| 4. | Sh. Virender Singh Kadian | - | Member |
| 5. | Sh. Kuljeet Singh Chahal | - | Member |
| 6. | Smt. VishakhaShailani | - | Member |
| 7. | Sh. Girish Sachdeva | - | Member |
| 8. | Sh. Ravi Kumar Arora | - | Member |
| 9. | Smt. Ankita Chakravarty | - | Secretary, NDMC |

At the outset the Vice Chairman Sh. Satish Upadhyay moved "Vote of Thanks Motion" thanking the Hon'ble Prime Minister and Union Home Minister for regularizing the Approximately 4500 RMR. The motion was seconded by Sh. Kuljeet Singh Chahal and was supported by the Presiding Officer Smt. Meenakshi Lekhi, Ms. VishakhaShailani, Sh. Girish Sachdeva and Sh. Virender Singh Kadian.

ITEM NO.	SUBJECT	DECISION
01 (CS)	Confirmation and signing of the minutes of the Council Meeting No. 10/2022-23 held on 25.01.2023.	Minutes confirmed subject to condition that last line of the minutes shall be read as under: "The Council resolved to refer the matter to CVC for an independent inquiry through CBI".
02 (CS)	Contracts/Schemes involving an expenditure of Rs.1 Lac but not exceeding Rs.400 Lacs.	Information noted.
03 (CS)	Action Taken Report on the status of ongoing schemes/works approved by the Council.	Information noted.
04 (Public Health)	Intimation regarding quarter-wise expenditure on the PPP Project of Collection & Transportation of garbage from NDMC area to the disposal site for the period July 2022 to September 2022.	Information noted. The Council desired following information should be placed on record: <ol style="list-style-type: none"> 1. What are the check points to control the expenditures incurred as there is variations of more than 20% between the Months. 2. There is no certification given by the higher official regarding the verification of expenditure incurred to actual disposal of garbage as per policy and guidelines.

ITEM NO.	SUBJECT	DECISION
05 (Security)	Security Services / Arrangements at various NDMC premises under Group Contract 'D'.	Resolved by the Council to accord approval to the proposal of the department as mentioned at para 13 & 14 of the agenda. The Department can take further necessary action in anticipation of approval / confirmation of the minutes.
06 (Security)	Security Services / Arrangements at various NDMC premises under Group Contract 'E'.	Resolved by the Council to accord approval to the proposal of the department as mentioned at para 13 & 14 of the agenda. The Department can take further necessary action in anticipation of approval / confirmation of the minutes.
07 (Special Project)	NDMC Policy regarding installation of communication towers by Cellular and Basic Telecom Operators on Rooftop/Ground Base within the premises and in the area under the jurisdiction of the New Delhi Municipal Council.	Resolved by the Council to accord approval to circulate NDMC Draft Cellular Tower Policy for inviting public comments including various cellular operators and infrastructure providers. Council further suggested that while finalizing the policy the following aspect should also be examined and suitably incorporated in the final draft: <ol style="list-style-type: none"> 1. Aesthetic aspects of the New Delhi area is to be protected. 2. Visibility on roads should be ensured by suggesting appropriate height of antenna. 3. The basic character of Lutyens Bungalow Zone (LBZ) to be preserved. 4. All statutory requirements to be complied with meticulously. 5. All COW's shall be Geo-Tagged for real time monitoring to prevent misuse.
08 (Power)	Engagement of consultant for management of NDMC surplus/deficit power through sale/purchase at Energy Exchange.	Resolved by the Council to accord approval to the proposal of the Department as mentioned in para 12 of the agenda.
09 (Estate)	Policy for allotment and usage of municipal spaces by Government bodies.	Resolved by the Council to approve the policy for allotment and usage of municipal spaces by Government bodies as mentioned under the para "Reports of the sub-committee" as placed as Annexure-A of the agenda with only modification in para 8.3 (b) of the report, to the extent that, the payment period of two month as suggested by the committee shall be reduced to one month.
10 (Personnel)	Revival of 42 vacancies under Departmental Promotion Quota of Assistant Engineer (Elect.) rendered deemed abolished due to not being filled on regular basis for more than 02 years.	Resolved by the Council to accord approval to the proposal of the Department as mentioned in para 14 of the agenda.
11 (Personnel)	Revival of second post of Director (Horticulture) rendered deemed abolished due to not being filled on regular basis for more than 02 (two) years.	Resolved by the Council to accord approval to the proposal of the Department as mentioned in para 14 of the agenda.

ITEM NO.	SUBJECT	DECISION
12 (Personnel)	Revision in the Recruitment Rules for the post of Junior Engineer (Elect.)	<p>The HOD explained to the Council that the present proposal is placed before the council as per direction of the Hon'ble Court and a contempt case is also pending in respect of the same. Considering the gravity, the Council resolved to accord approval to the proposal of the Department as mentioned in para 14 & 15 of the agenda.</p> <p>The Council further directed that the matter may be processed to regularize contractual JEs as one time measure by suitably examining the issue in the light of various Supreme Court judgments and seeking necessary relaxations in the recruitment rules.</p>

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.

ITEM NO. 02 (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 Fe1-6bruary, 2023, have been prepared.

A list of the contracts, entered into for the various schemes, is accordingly laid before the Council for information. (See pages 7 - 9).

COUNCIL'S DECISION

Information noted.

For Secretary
New Delhi Municipal Council
New Delhi

LIST OF CONTRACTS/ SCHEMES INVOLVING AN EXPENDITURE OF Rs. 1.00 LAKH TO RS.400.00 LAKH FOR THE MONTH FEBRUARY 2023.

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.	BM-I	Sub: - A/R & M/O buildings in BM-I Division during 2021-23. SH: - Annual maintenance of pump and electric accessories of pumps room under the jurisdiction of Rohini S/c.	09.02.2023	M/s S. S. Vashist & Co.	17.01.2023	Rs. 79,441/-	16.07.2023	1%	Work in progress
2.	BM-II	Sub: - A/R & M/O buildings in BM-I Division during 2021-23. SH: -Replacement of paneling glazed windows MS grills & misc. works at Atal Adarsh Bal Vidyalaya, Mandir Marg.	09.02.2023	M/s Viamvi Pvt. Ltd.	23.01.2023	Rs.4,36,244/-	24.03.2023	25%	Work in progress
3.	BM-II	Sub: - A/R & M/O buildings in BM-I Division during 2021-23. SH: - Running and Maintenance of various pump and motors under Palika Bhawan S/c.	09.02.2023	M/s Vishwkarma Electric Works	29.01.2023	Rs.4,25,139/-	28.05.2023	10%	Work in progress
4.	BM-II	Sub:- Imp. Works at Navyug School, Sarojini Nagar. SH:- Water proofing treatment of terrace at Navyug School, Sarojini Nagar.	09.02.2023	M/s Pushkar construction	29.01.2023	Rs. 13,28,700/-	28.05.2023	05%	Work in progress
5.	BM-II	Sub: - A/R & M/O buildings in BM-I Division during 2021-23. SH: - Wall painting & painting work for occupation & vacaton of various qtrs. Under Sarojini Nagar S/c.	09.02.023	M/s Shalima Const. Company	29.01.2023	Rs.1,93,920/-	28.07.2023	0%	Yet to be start
6.	BM-II	Sub: - A/R & M/O buildings in BM-I Division during 2021-23. SH: -P & F BRC fabric, profile sheet false ceiling and other misc work at flat no 1/5 (UID-CKP366127) Palika Vihar Housing Complex.	16.02.2023	M/s Pushkar Construction	12.02.2023	Rs.7,26,522/-	11.03.2023	10%	Work in progress
7.	BM-II	Sub: - Imp. To Charak Palika Hospital, Moti Bagh. SH:- Renovation of female ward at Charak Palika Hospital, Moti Bagh.	16.02.2023	M/s Nirman Interior	12.02.2023	Rs.3,60,317/-	11.04.2023	10%	Work in progress

(Signature)

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
8.	BM-II	Sub: - A/R & M/O buildings in BM-I Division during 2021-23. SH: -Painting and Repairing work of various ESS under Sarojini Nagar S/c.	20.02.2023	M/s A. R. Construction	12.02.2023	Rs.2,19,756/-	11.05.2023	25%	Work in progress
9.	BM-II	Sub: - A/R & M/O buildings in BM-I Division during 2021-23. SH: -Distemping Painting etc for occupation & vacaton of qtrs. Under Palika Bhawan S/c.	20.02.2023	M/s Shailma Const. Company	12.02.2023	Rs.3,71,321/-	11.06.2023	0%	Yet to be start
10.	BM-II	Sub: - A/R & M/O buildings in BM-I Division during 2021-23. SH: -Annual Repair & Maintenance of pump sets and electric accessories of pump rooms under the jurisdiction of Talikatora Indoor Stadium.	20.02.2023	M/s S. S. Vashist & Co.	12.02.2023	Rs.1,94,476/-	11.08.2023	20%	Work in progress
11.	BM-III	A/R & M/O Building in BM-III Division During 2022-23. SH: Misc. civil works in flat no.3/2, Type V, Palika Nikunj Housing Complex, HCM Lane.	15.02.2023	M/s Bharat Construction Company	16.02.2023	Rs.5,04,337/-	15.04.2023	40%	Work in progress
12.	BM-III	A/R & M/O Building in BM-III Division During 2022-23. SH: Providing toilet attendants at Palika Parking.	17.02.2023	M/s G and G Services Pvt. Ltd.	11.02.2023	Rs. 6,21,708/-	20.07.2023	4%	Work in progress
13.	BM-III	A/R & M/O Building in BM-III Division During 2022-23. SH: Operation and maintenance services for fountains at Talikatora Garden.	17.02.2023	M/s S.S. Vashist & Co.	11.02.2023	Rs. 5,82,080/-	10.02.2024	8%	Work in progress
14.	BM-III	A/R & M/O Building in BM-III Division During 2022-23. SH: Providing manpower for day to day cleaning work in Palika Bazaar.	17.02.2023	M/s R. K. Jain and Sons Hospitality Services P Ltd	11.02.2023	Rs. 6,50,148/-	16.04.2023	55%	Work in progress

(Signature)

15.	BM-III	A/R & M/O Building in BM-III Div During 2022-23. SH: Providing supplying and installation of RO system at various school and other building under the jurisdiction of Laxmi Bai Nagar service centre.	17.02.2023	M/s S.S. Vashist & Co.	11.02.2023	Rs. 3,44,499/-	10.03.2023	0%	Yet to be start.
16.	BM-III	A/R & M/O Building in BM-III Div During 2022-23. SH: Grading and repair of damage slanting roof/ceiling at Atal Adarsh Vidyalaya, East Kidwai Nagar.	20.02.2023	M/s Deep Constructions	26.02.2023	Rs. 12,24,787/-	25.04.2023	30%	Work in progress
17.	BM-PK	Sub:- Mechanized housekeeping works at Palika Kendra Building.	28.02.2023	M/s RK Jain & Sons Hospitality Services Pvt. Ltd.	03.03.2023	Rs. 3,45,34,986/-	02.03.2025	0%	Work Awarded

Original

ITEM NO. 03 (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 February, 2023 is placed before the Council for information. (See pages 11 – 14).

COUNCIL'S DECISION

Information noted.

For Secretary
New Delhi Municipal Council
New Delhi.

**ACTION TAKEN REPORT ON THE STATUS OF PROJECT / ON GOING SCHEMES / WORKS
APPROVED BY THE COUNCIL FOR THE MONTH OF FEBRUARY 2023**

S.No.	DEPT T/ DIV.	NAME OF WORK	DATE OF A/A & E/S	VALUE OF AWARD (IN LACS)	REF. OF BUDGET	STIPULATE D DATE OF COMPLETION	AGENCY	MAJOR ACTIVITIES	DATE OF COMPLETION ACTIVITIES PER BAR CHART	STAGE OF COMPLETION / %AGE OF WORK DONE	REMARKS
1.	BM-II	Sub:- Up-gradation of playground in various schools of NDMC SH: Preparation of Basketball, 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/-	82-412-4001 F. Code. 34	13-09-17	M/s. Advanced Sport Technologie sLLP		13-09-17 (three Months)	55%	Case under process for closure of the tender.
2.	BM-II	Sub:-Mechanized Housekeeping work in various NDMC Buildings SH:- Mechanized cleaning and sweeping work in Various NDMC Buildings i.e. Talkatora Indoor Stadium, Chest & Poly Health Complex, Dharm Marg, CPH Moti Bagh, 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 Sulabh System		07.09.2025 (36 months)	13.88%	Work in Progress
3.	C-III	Sub:- 120 Nos. Type-II Flats, Sec-VII, Pushp Vihar, Saket, New Delhi (Composite WORK)	Approved by Resolution No. 11/(A-04) / Dated 20-06-14	Rs. 41,45,07,482 /-	C.O.A. 6/412/4 0/01/24 /111P-409	18-09-2020	M/s B.L. Goel & Co.		28.02.2023	98%	1. A-B & C-D block has been completed. 2. Front side boundary wall and guard room completed. 3. CCTV cameras installation in progress.

111

(Signature)

S.No.	DEPT T/ DIV.	NAME OF WORK	DATE OF A/A & E/S	VALUE OF AWARD (IN LACS)	REF. OF BUDGET	STIPULATE D DATE OF COMPLETIO N	AGENCY	MAJOR ACTIVITIES	DATE OF COMPLE TION OF ACTIVITI -ES AS PER BAR CHART	STAGE OF COMPLE TION / %AGE OF WORK DONE	REMARKS
4.	C-III	Sub:- C/o 160 Type-III Flats at Sector -VI pushp Vihar, Saket, New Delhi. (Composite Work).	Approved by Council vide Resolution No. 30/(A-17) Dated 26.12.2020	Rs. 68,49,111.50 /-	COA 6/412/40/01/23 /111 P-409	01.03.2023	M/s. B.L. Goel & Co	1. Steel reinforcement for beams slabs of upper basement roof slab in progress. 2. Water proofing of retaining wall with Kota Stone in progress. 3. Centering and shuttering of upper basement slabs and beams work in progress		30%	1. Excavation work 90% completed. 2. PCC work under raft 90% completed. 3. Kota Stone water proofing work under raft 90% completed. 4. Kota stone water proofing work at retaining wall on vertical surface 50% completed. 5. Steel reinforcement work up to PL 70 % completed. 6. RCC work for raft 75% completed. 7. RCC work for walls, columns up to PL 75% completed. 8. RCC work for lower basement roof slab and beams 70% completed. 9. RCC work for ramp beams and slab 80% completed. 10. RCC work for upper basement roof slab and beams 40% completed 11. Centering and shuttering of upper basement roof slabs and beams and 1" floor in progress. 12. Steel reinforcement t work of ground floor roof slab in progress.
5.	C-III	Sub:- Redevelopment of Bapu Samaj Sewa Kendra, P.K. Road, New Delhi	Rs. 38,29,52,600/- Dt. 15-12-15	Rs. 26,67,53,489 /-	55/412-4001 Scheme No.22	30.10.2023	M/s Confoss Const	Casting plinth level slab is in the progress.		9%	1. Plinth level slab and column at ground floor has been casted. 2. Casting of slab & beam at Ground floor is in progress.

(Signature)

S.No.	DEPT T/ 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.	Spl Proj.	Sub-Construction Of Skill Development Centre, Moti Bagh, 01/EE(C-1)/2018-2019	Item No. 05 (A-06) dt.14.05.2018	Rs. 16,00,79,357 /-	BE 2022-23 Vol-II Page No. 533 Rs. 8.00 Crore	06.09.2019 Extended upto Sep. 2023.	M/s A.K. Mehta & Co	1. 42% work was completed and financial progress 38%. Part of slab of 4 th & 5 th (floor/Top) floor has been casted. Brick work at Ground, 1 st , 2 nd & 3 rd floor. Shuttering work of balance 4 th floor slab and plaster work at basement and 1 st floor was under progress when on 26.08.2022 the work was stopped by agency and since then work is totally held up at site. 2. Show cause notice under clause 2 has been issued on 05.01.2023. 3. A letter has been received from agency for appointing DRC to resolve the dispute. Case has been processed for obtaining approval of competent authority to issue show cause notice under clause - 3. 4. Tentative date of completion is September 2023.	September 2023	Physical progress 42% Financial Progress 38%	
7.	Spl Proj.	Sub-Construction of JPN Library at Mandir Marg, New Delhi 01/EE(Spl.Project)/AB/2 021-2022	Item No. 17 (A-34) dt.03.02.2018	Rs. 6,81,43,583/-	BE 2022-23 Vol-II Page No. 599 Rs. 4.00 Crore	04.07.2022 Extended up to March 2023.	M/s Confoss Construction	1. The structure work is almost complete and work of masonry and plaster is in progress. 2. The work of finishing at 1 st floor & 2 nd floor for library shall be taken up after appointment of consultant for the	July 2023	Physical progress 57% Financial Progress 48%	

[Handwritten Signature]

(Handwritten Signature)

S.No.	DEPT T/ DIV.	NAME OF WORK	DATE OF A/A & E/S	VALUE OF AWARD (IN LACS)	REF. OF BUDGET	STIPULATE D DATE OF COMPLETIO N	AGENCY	MAJOR ACTIVITIES	DATE OF COMPLE TION OF ACTIVITI -ES AS PER BAR CHART	STAGE OF COMPLE TION / %AGE OF WORK DONE	REMARKS
8.	Spl Proj.	Construction of Additional block in Indira Niketan Working Women Hostel at Brg. Hoshtyar Singh Road, New Delhi. (Composite Work).	24.08.2022	Rs. 8,02,74,132.30/-	BE 2022-23 Vol-II Page No. 581 Rs. 6.00 Crore	24.10.2023	M/s Confoss Construction	<p>JPN Library.</p> <p>3. The tender of engagement for up gradation & modernization has been invited and date of opening of bid is 03.03.2023.</p> <p>4. The secretary, NDMC has visited road S/c on 24.02.2023 at Udyan Mang earmarked for parking for JPN Library which still to be shifted by Road Division.</p> <p>5. Drawing for outer development needed from CA department.</p> <p>6. The tentative date of completion is October 2023.</p> <p>1. Raft foundation has been casted and columns have been raised upto plinth level.</p> <p>2. Plinth beam casted, ground floor columns casting is in progress. Tentative date of completion is October, 2023.</p>		Physical progress 12% Financial Progress 10%	

ITEM NO. 04 (ELECTRIC)

1. **Name of the subject/ Project:** P.E for Strengthening/ Augmentation of HT/LT network in Lodhi Colony area of NDMC.

2. **Name of the Department/Departments concerned:** Electricity-I

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

CPWD maintains Govt. Flats in Lodhi Colony area and power in these flats is supplied by NDMC. During summer it is observed that many power outages/low voltage/voltage fluctuation happens in Lodhi Colony area, which cause great inconvenience to the consumer residing in these flats. After a series of site inspections and meetings, Chairman NDMC also had a meeting in his chamber on 13.8.2020 to sort out the issue when officers of CPWD & NDMC were also present. Major reasons of power outages in these flats observed were as under:-

1. CPWD wiring in flats is quite old/served useful life and low size sub-main wiring is not capable of taking existing connected load as the occupants have installed many ACs and other modern gadgets.
2. CPWD require enhancement of sanctioned load in these Type-II, III & IV flats as the occupants are using 5 to 10 KW load against the sanctioned load of 1KW only, enabling NDMC to further develop distribution infrastructure accordingly.
3. CPWD require to extend sub-main wiring of adequate capacity up to ground floor level in staircase and the energy meters are required to be shifted from inside flats to outside flats, near a central location at ground floor in staircase by providing cubicle panel as provided in C-III Block.

CPWD vide various letters & subsequent reminders vide dated, 17-09,2020, 07-10-2020, 02-11-2020, 23-03-2021 & 10-06-2022 was requested to take necessary action for enhancement of sanctioned load in these flats Type-II, III & IV flats as the occupants are using 5 to 10 KW load against sanctioned load of 1KW only enabling NDMC to further develop distribution infrastructure accordingly. No response has been received from CPWD authority till date.

In view of above, pursuant to the deliberation in the presentation held on 06-06-2022 regarding strengthening of infrastructure for the residence of CPWD quarters at Lodhi Colony to avoid frequent interruption of electricity. It was advised:-

1. To take up the matter with CPWD authority as residence of quarter of CPWD at Lodhi Colony regarding frequent interruption which is primarily due the gap between sanctioned load and the connected load.
2. NDMC shall strengthen the infrastructure upto consumer end in anticipation of sanction of extra load in the interest of public.

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

In view of above, it is submitted that there are 216 nos. TYPE-II flats, 712 type-III flats & 148 type-IV flats. As per existing record, the sanctioned load is only 1KW for each quarter irrespective of category of quarter. While framing estimate, 3KW for type-II flats, 4KW type-III flats & 5KW for type IV flats has been considered. To cater this much load it is proposed to:-

1. Strengthen the existing 59Nos. of LT cables which have multiple joints, served use full life, under sized, unable to with stand/transfer

the load either way. 1 nos. new LT cable is also proposed for better utilization of power.

2. Some of the existing GS pillars have developed permanent cracks and rust and are unable to accommodate newly proposed cable of 400sqmm/3.5C , are proposed to be replaced by big size GS pillars.
3. Lay a new HT feeder from 33/11KV electric Sub-Station Aliganj, Jor Bagh to 11KV ESS 5 Block Lodhi Colony. By this arrangement ESS 5 Block Lodhi Colony would get additional power supply directly from 33KV electric Sub-Station Aliganj.

Accordingly, an estimate has been framed for Strengthening of HT/LT network Lodhi Colony area of NDMC for amounting to Rs. 9,44,89,567/- .

5. Financial implications of the proposed project/subject:

Financial Implications in the proposal is Rs. **9,44,89,567/-** (i/c contingency charges)

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

One year

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

E-111387/Electric

1. Department has processed the estimate amounting to Rs.9,44,89,567/- based on CPWD analysis rates, market rates, SIR, Civil rates, SR & GeM. for seeking A/A & E/S of competent authority i.e Council, NDMC.
2. The case was earlier examined in FD vide Note # 93 dated 06.10.2022 & Note#115 dated 21.11.2022, for which replies have been furnished by the department under Note # 106 dated 28.10.2022 & Note#126 dated 28.12.2022.
3. Vide Note # 93 the department has brought out that these flats are being maintained by CPWD, and strengthening/augmentation of existing infrastructure up to the meter board is in purview of NDMC. Department further stated that the scope of work taken in the estimate is Strengthening/Augmentation of HT/LT network and no service cable of the consumer is included in the estimate.
4. With regard to excessive quantity of wires against 895 meters of dismantling wire which is considered in credit sheet, vide Note # 126 department has brought out that L.T. cable of 15000 Mtrs. taken in the estimate are as per site requirement to meet the load demand and to provide uninterrupted electric supply to the resident of Lodhi Colony area, not against the dismantled quantity of 895 Mtrs. (Only the part of existing cable are considered in pieces at & near the pillars up to the maximum extent in soft soil for dismantling). Dismantling of all existing cables are not possible being not techno economical, Hence quantity as well rates taken in the estimate are reasonable justified & realistic.
5. The proposed expenditure shall be charged under Head 81/412-40-

00/206.

6. The department has ensured & certified that :-
- a. The estimate is based on minimum actual requirement and is not inflated.
 - b. The items proposed in the estimate do not form part of any other estimate.
 - c. The item considered on market rates are not available in DSR/DAR.
 - d. There is no need of consent of CPWD for execution of the work as it is a duty of NDMC to provide uninterrupted electric supply to the resident of Lodhi Colony area. Without execution of the work reliability of electricity supply in the area is not ensured.
7. In view of the above and as recommended by CE (Electric) & checked by the planning division & AO(Electric) & respectively, department may place its proposal at Sr. No 01 above, before the competent authority i.e. Council, NDMC for approval after ensuring & certifying the following:-
- a. Availability of funds prior to incurring any liability
 - b. All the data, information given in the proposal, is correct.

The reply of Planning Department:-

The division has ensured/certified that:-

- a. Availability of funds prior to incurring any liability
- b. All the data, information given in the proposal, is correct

8. Legal implication of the subject/project:

No specific legal issue is involved at this stage. However, the concerned department may ensure the correctness of facts, words and figures mentioned therein. The applicable provisions of GFR / CPWD Works Manual (as may be applicable), may be ensured by the concerned departments. On the observation of Law, it is ensured that facts, words and figures mentioned therein are correct. The applicable provisions of GFR / CPWD Works Manual (as may be applicable), are also ensured

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

N/A

10. Final Comments of the Law department on the subject/ project:

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

While processing the case, all guidelines of the CPWD manuals have been followed.

12. Recommendation:

The Preliminary estimate is submitted accordingly for Administrative Approval and expenditure sanction amounting to Rs. **9,44,89,567/-** (Rupees Nine Crores Forty Four Lacs Eighty Nine Thousands & Five Hundred sixty seven Only) for Strengthening/ Augmentation of HT/LT network in Lodhi Colony area of NDMC Approval may also be accorded to take further action in anticipation to confirmation of the minutes of council meeting.

13. Draft Resolution:

Resolved by the Council that Administrative Approval and expenditure sanction is granted to the Preliminary Estimate to Rs. **9,44,89,567/-** (Rupees Nine Crores Forty Four Lacs Eighty Nine Thousands & Five Hundred sixty seven Only) for Strengthening/ Augmentation of HT/LT network in Lodhi Colony area of NDMC. Approval is also accorded to take further action in anticipation to confirmation of the minutes of council meeting.

COUNCIL'S DECISION

Resolved by the Council that Administrative Approval and expenditure sanction is granted to the Preliminary Estimate to Rs.9,44,89,567/- (Rupees Nine Crores Forty Four Lacs Eighty Nine Thousands & Five Hundred sixty seven Only) for Strengthening/ Augmentation of HT/LT network in Lodhi Colony area 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.

S. Sengupta,

Secretary
New Delhi Municipal Council
New Delhi

Copy of Memo No. 05 (Special project)
 of
 Council's Ordinance No. 22/03/2023

ITEM NO. 05 (SPECIAL PROJECT)

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

Setting up of 156 Communication Cellular Mobile Tower on Wheels (COWs) in NDMC area.

2. **Name of Department**

Special Project Department.

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

(i) The tender for subject cited work was called by Civil Engineering Department - I on dated 24.12.2018.

(ii) Three firms participated in the tender namely M/s Reliance Jio Infocomm Ltd., M/s Indus Tower Ltd., and M/s Suyog Telematics Ltd.

(iii) The financial bid was opened on dated 19.01.2019.

(iv) On the basis of rates quoted by participating firms, a "Letter of Acceptance" were issued to M/s Reliance Jio Infocomm Ltd. for 52 COWs of Group A (Rs.1,81,143/- per COW per month) and 52 COWs of Group-C (Rs.1,82,105/- per COW per month) and M/s Indus Tower Ltd. for 52 COWs of Group B (Rs.1,82,105/- per COW per month) on dated 04.02.2019.

(v) After completing all the formalities agreement with M/s Reliance Jio Infocomm. Ltd. and M/s Indus Tower Ltd. were signed on dated 11.03.2019, and 23.03.2019 respectively by EE(Store) Civil Engineering Department - I with stipulated date of start and completion of M/s Reliance Jio Infocomm Ltd. are 11.03.2019 to 10.03.2022 and M/s Indus Tower Ltd. Date of start and completion 23.03.2019 to 22.03.2022 respectively.

(vi) Thereafter in mid way of execution of the project, the subject cited work was transferred from Civil Engineering Department to Special Project Department on 26.04.2019. Since then this work is being looked after by Special Project Department.

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

(i) Spl. Proj. Deptt. executed the project of installation of CoWs in NDMC Area. During installation, Spl. Proj. Deptt. faced lot of challenges in installation of CoWs.

(ii) Being VVIP area, our first challenge was to find a suitable location because the irony of this project is that everybody wants good mobile signals but nobody wants tower to be erected near their house. Second challenge was when the tower is erected lots of objections/ hindrances raised from citizens of nearby area because of fear of health hazards due to radiations emanating from mobile towers as a result project was also got delayed. After lot of struggle & resistance, Spl. Proj. Deptt. found suitable locations for installation of CoWs and executed the project.

(iii) There is no provision of extension within the provision of agreement but as per existing NDMC Tower Policy which was passed by Council vide Resolution No.27(V-02) dt.25.07.2016, there is provision that permission for installation of tower can be given for five years and it has also mentioned that during the

period the allotment subsists revision of license fee excluding taxes will be done every 3 years to be computed @8% per annum compounding on yearly basis.

- (iv) It is to mention that Spl. Proj. Deptt. has also framed new Mobile Tower Policy for NDMC area which after approval of Council has been put up in public domain for inviting comments/ suggestions from the stakeholders. Therefore, Spl. Proj. Department is also of the view that till the finalization of new Mobile Tower Policy, it would be better to extend the existing contracts further for two years on the same terms & conditions of the agreement with the provision of 8% increase in license fee per year compounded annually from the date of expiry of the tender. The same policy has also been adopted by MCD (copy enclosed **Annexure-A**) (See pages 27 - 37).
- (v) Both the firms are agree for extension of agreement on increase of license fee (excluding taxes) @8% per annum, compounding on yearly basis after the date of completion of the existing agreement.
- (vi) It is pertinent to mention that Govt. of India has rollout 5G technology in which there is completely altogether different infrastructure is required. In this regard, a meeting was also called by Chief Secretary of Delhi in their Office on dt.02.08.2022. Since there is transition in technology from 4G to 5G therefore further two years till the stabilization of 5G technology NDMC can extend their extension further for two years.
- (vii) Further, service providers are repeatedly raised their points on various platforms regarding high rental of CoW sites in NDMC area. In this regard, a letter has also been received from Min. of Communication, DoT, GOI. So, it might be possible that if NDMC would float the tender the new rates would be lower than the existing rates. Therefore, the extension of existing contract may be in the interest of NDMC.
- (viii) A letter was also received from Addl. Secy. Ministry of Communication, Department of Telecommunication, Govt. of India in which it is mentioned that "it is not advisable to go for tender for temporary CoW, since this led to both, delay and increase in cost for installation of such critical infrastructure. Further, the matter has been taken up by this Department for discontinuing this practice and to allow for establishment of this kind (Cell on Wheels) of telegraph infrastructure on "first come first serve" basis with Ministry of Defence. The department has also moved a Draft Cabinet Note for Streamlining fees, charges and procedure by Central Ministries for telecommunications related Right of Way (RoW) permissions".
- (ix) Therefore, the case is being submitted to the Council for their approval to extend the existing agreements further for two years keeping in view the provisions mentioned in NDMC existing Tower Policy approved by the Council vide Resolution No. 28 (V-01) dated 15.12.2015 and amendments made in said Tower Policy vide Resolution No.27 (V-02) dated 25.07.2016 on increase of license fee (excluding taxes) @8% per annum, compounded on yearly basis after the date of completion of the existing agreements.

5. Financial implications of the proposed project/subject

Till December 2022, NDMC has received Rs.119.52 Crores as a License Fees from these CoWs.

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

Nil.

7. Final Comments of the Finance Department on the subject

In view of the circumstances brought out by the department and being the proposal is in continuation of revenue earning, the department may submit its proposal (as per para-4 above) before the competent authority i.e. Council for consideration and for obtaining ex-post-facto approval, as the contract has already expired on 23.3.2022. This is in supersession of earlier concurrence of FD. The following points needs to be attended by the department while submitting their proposal further:-

- (i) Total amount of revenue to be earned during the extension period after enhancement/adding 8% per annum on compounded basis on the existing license fee may be brought on record.
- (ii) Department may bring on record relevant clause of agreement w.r.t. extension of contract beyond three years of contract already expired on 23.3.2022; and may ensure & certify that the proposal is based on the clauses of Agreements.
- (iii) Consent of both the firms may be placed on record to agree (a) to the extension of contract for a period of further two years, and (b) to the rates of 8% per annum on compounded basis.
- (iv) Satisfactory performance report of both the firms may be brought on record in support of department's proposal.
- (v) Defaults along with penalties of both the firms, if any imposed may also be brought on record.
- (vi) Specific reasons be brought on record by the department as to why the invitation of new tender will not be beneficial to NDMC.
- (vii) It may be ensured that the case for invitation of tender and award of work will be processed well before the expiry of the proposed extension of two years. The department may place on record the timeline for the same.
- (viii) Department may ensure and certify that the contractor has deposited all the license fee up to the agreement period, and has continued to pay/deposit the revised License Fee including enhancement @8% in NDMC i.e. beyond the expiry of contract.
- (ix) The proposal be routed through the associated Finance i.e. SAO/AO/AAO(Spl. Proj.).

Reply of the Department:-

- i) The total amount of revenue to be earned during the extension period after enhancement/adding 8% per annum on compounded basis on the existing license fee shall be as under:

Revenue to be earned for extended first year

Sr. No.	Name of the concessionaire	No. of Towers	Concession fee for 52 towers per month as per agreement in Rs.	Concession fee after increase @8 % per month in Rs.	Total amount of concession fee for first year beyond the expiry of the agreement in Rs.	Remarks
1.	Reliance JioInfocomm Ltd.					Date of expiry of existing contract is 11.03.2022
i)	Group A	52 nos.	94,19,444/-	1,01,73,000/-	12,20,76,000/-	
ii)	Group C	52 nos.	94,69,444/-	1,02,27,000/-	12,27,24,000/-	
2.	Indus Tower Ltd					Date of expiry of existing contract is 23.03.2022
i)	Group B	52 nos.	94,69,444/-	1,02,27,000/-	12,27,24,000/-	
			Total		36,75,24,000/-	

Revenue to be earned for extended second year

Sr. No.	Name of the concessionaire	No. of Towers	Concession fee per tower per month as per agreement in Rs.	Concession fee after increase @8 % per month for first year in Rs.	Concession fee after increase @8 % of concession fee of first year per month for second year in Rs.	Total amount of concession fee for second year beyond the expiry of the agreement in Rs.	Remarks
1.	Reliance JioInfocomm Ltd.						Date of expiry of existing contract is 11.03.2022
	Group A	52 nos.	94,19,444/-	1,01,73,000/-	1,09,86,840/-	13,18,42,080/-	
	Group C	52 nos.	94,69,444/-	1,02,27,000/-	1,10,45,160/-	13,25,41,920/-	
2.	Indus Tower Ltd						Date of expiry of existing contract is 23.03.2022
	Group B	52 nos.	94,69,444/-	1,02,27,000/-	1,10,45,160/-	13,25,41,920/-	
			Total			39,69,25,920/-	

Total Revenue to be earned for extended for 02 years after the expiry of the agreement is **Rs.76,44,49,920/-** (Rs. 36,75,24,000 + Rs.39,69,25,920 = Rs.76,44,49,920/-). The amount is subject to the condition when no COW is been removed from the existing location. Thus total of around 2.6 Crore would be recd. extra on account of 8% increase in license fee for first year and around 5.6 crore on account of second year 8% increase compounded per year.

- ii) There is no provision of extension within the provision of agreement but as per existing NDMC Tower Policy which was passed by Council vide Resolution No.27(V-02) dt.25.07.2016, there is provision that permission for installation of tower can be given for five years. Hence extension of contract beyond the expiry of the agreement for 2 years has been proposed as the existing contract is for 3 years.
- iii) Consent of both the firms i.e. M/s Reliance Jio Infocomm Ltd. and M/s Indus Tower Ltd. for extension of contract for a period of further 2 years obtained b) as well to increase the existing rates @ 8% per annum on compounded basis and the consent letter in respect of a) and b) are enclosed at Page No. 693-694/C and 695-696/C respectively.
- iv) It is certified that performance of both the firms i.e. M/s Reliance Jio Infocomm Ltd. and M/s Indus Tower Ltd. are satisfactory.
- v) Till date no any penalty has been imposed on both the firms i.e. M/s Reliance Jio Infocomm Ltd. and M/s Indus Tower Ltd.
- vi) The reasons for not inviting tenders for now are as follows:-
- a) Spl. Proj. Deptt. executed the project of installation of CoWs in NDMC Area. During installation Spl. Proj. Deptt. faced lot of challenges in installation of CoWs, first due to non availability of suitable space in NDMC Area & second, objections raised by residents of particular area because of fear of health hazards due to radiations emanating from mobile towers. Being VVIP area our first challenge was to find a suitable locations because the irony of this project is that everybody wants good mobile signals but nobody wants tower to be erected near their house. Second challenge was when the tower is erected lots of objections/ hindrances raised from the citizens of nearby area as a result project also got delayed. After lot of struggle & resistance, Spl. Proj. Deptt. found suitable locations for installation of CoWs.
- Therefore, if Spl. Proj. Deptt. floats the tender & if another concessionaire would come in tender for installation of CoWs, in such case existing CoWs would be dismantled & new CoW would be installed by the new concessionaire. When new CoW would be installed again lot of challenges & objections would come in erection of CoWs. Even dismantling of existing CoWs by the existing concessionaire would also be a challenge for department.
- b) A letter was received from Addl. Secy. Ministry of Communication, Department of Telecommunication, Govt. of India (Page No.701/C), in which it is mentioned that "it is not advisable to go for tender for temporary CoW, since this led to both, delay and increase in cost for installation of such critical infrastructure. Further, the matter has been taken up by this Department for discontinuing this practice and to allow for establishment of this kind (Cell on Wheels) of telegraph infrastructure on "first come first serve" basis with Ministry of Defence. The department has also moved a Draft Cabinet Note for Streamlining fees, charges and procedure by Central Ministries for telecommunications related Right of Way (RoW) permissions". Thus, the view of Addl. Secy., Min. of Communication, DoT, GOI, endorsed the point of view of Special Project Department to avoid tendering process hence extension of existing tender is more advisable.
- c) It is pertinent to mention that Govt. of India has rollout 5G technology for which completely altogether different infrastructure is require. Since there is transition in technology from 4G to 5G, therefore till the stabilization of 5G technology NDMC can extend existing contracts further for two years which

is also as per provision of NDMC Council's Resolution Item No. 28 (V-01) dated 15.12.2015 and 27 (V-02) dated 25.07.2016 (Page No.14-29/C) though it is not a part of contract.

- d) Further, it is to mention that Spl. Proj. Deptt. is also framing new Mobile Tower Policy for NDMC area which is to be put up in Council at first instance for inviting comments/ suggestions from the stakeholders by uploading the same on public domain. It is pertinent to mention that this DRAFT policy would also be sent to Deptt. of Telecommunication, Govt. of India, for their comments/ suggestions. Therefore, Spl. Proj. Department is also of the view that till the finalization of new Mobile Tower Policy, it would be better to extend the existing contracts further for two years on the same terms & conditions of the agreement with the provision of 8% increase in license fee per year compounded annually from the date of expiry of the tender.
- e) Further, service providers are repeatedly raised their points on various platforms regarding high rental of CoW sites in NDMC area. In this regard, a letter has also been received from Min. of Communication, DoT, GOI, which is enclosed at Page No.718/C. Therefore, the extension of existing contract may be in the interest of NDMC.
- vi) It is ensured that the case for the case for invitation of tender and award of work will be processed well before the expiry of the proposed extension of two years subject to the condition if no new policy regarding COWs notified either by State Govt. or Govt. of India. The tentative timeline for tendering process is as under:-

Sr. No.	Action to be taken	date of inciting the action	
		From	Upto
1.	Preparation of NIT and get it approved from the Competent Authority.	23.10.2023	22.11.2023
2.	Invitation of tender by uploading the NIT on e-tender web-portal (including submission of EMD/pre-bid meeting/ correction in NIT (if any) after pre-bid meeting including uploading the same on web-portal.	23.11.2023	22.12.2023
3.	Opening of the technical bid (including getting the technical bid approved by the Technical Evaluation Committee (TEC) duly constituted by the Competent Authority)	23.12.2023	22.01.2024
4.	Opening of the financial bid (including getting the financial bid approved from the Competent Authority)	23.01.2024	22.02.2024
5.	Award of work	28.02.2024	29.02.2024

- viii) It shall be ensured and certified that the contractor has deposited all the license fee up to the agreement period, before the issue of extension letter and shall ensured to continued pay/deposit the revised License fee including enhancement @8% in NDMC i.e. beyond the expiry of contract. Further reconciliation of accounts with concessionaire will be done to settle all outstanding payments, if any.

ix) Needful done.

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

Nil at this stage.

9. **Details of previous Council Resolutions on the subject**

- (i) Resolution No.27(V-02) Dtd.25.07.2016.
- (ii) Resolution No.26(J-02) Dtd.23.08.2018.

10. **Final Comments of the Law department on the subject/project**

1. Draft agendum placed at DFA/75701, is being moved by the Special Project department before the Council in r/o the following proposal:-

"The case is submitted to Chairman to place the case before Council for approval of extension of existing agreement of both the firms i.e. M/s Reliance Jio Infocomm Ltd. (from 11.03.2022 to 10.03.2024) and M/S Indus Tower Ltd. (from 23.03.2022 to 22.03.2024) further for 2 year on increase of license fee (excluding taxes) @8% per annum, compounding on yearly basis after the date of expiry of the existing agreements."

2. Worthy Chairperson, NDMC has accorded approval vide note#146 to place the case before the council.

3. The extension of 2 years of the existing agreement is administrative requirement of the concerned department and agendum primarily involves financial and technical / administrative issues; the same have already been examined by the Finance Department, and Special Project Department, respectively.

4. Having examined the contents of the draft agenda from the legal point of view, there is no legal hurdle in placing the current proposal of extension of existing agreement before council. The compliance of applicable GFR / CVC / DoT / TRAI guidelines (as may be applicable), and any other guidelines/ norms on the subject, may be ensured by the concerned department.

Reply of the Department:-

Special Project Department has ensured the compliance of applicable GFR / CVC / DoT / TRAI guidelines (as may be applicable).

11. **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.

12. **Recommendations**

The case is submitted before Council for approval of extension of existing agreement of both the firms i.e. M/s Reliance Jio Infocomm Ltd. (from 11.03.2022 to 10.03.2024) and M/S Indus Tower Ltd. (from 23.03.2022 to

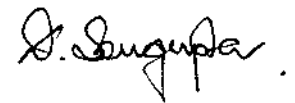
22.03.2024) further for 2 year on increase of license fee (excluding taxes) @8% per annum, compounding on yearly basis after the date of expiry of the existing agreements.

13. Draft Resolution

COUNCIL'S DECISION

Deferred. The concerned department is directed to first finalize the policy expeditiously and place it before the Council in its next meeting.

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. 14 :- Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs) in South Delhi Municipal Corporation areas.

(i) Commissioner's letter No. F. 33/RP Cell/SDMC/575/C&C dated 4-12-2019.

In the Standing Committee held on 22nd October, 2019, issue of existing unauthorized communications Cellular Towers on Wheels (COWs) hereinafter referred to as COWs was raised. During the course of discussion, it was noted that there is no policy on date governing setting up/establishment of COWs in the South DMC areas. The members expressed that the SDMC should frame a policy for setting up/establishment of COWs in South DMC areas and to generate revenue.

BACKGROUND AND FACTS

In number of meetings, the representatives of Cellular Mobile Operators pointed out that the number of complaints are being received regularly from the general public regarding poor signals/call drops while making the cellular phone calls. It was also pointed out that in many cases they face lot of resistance from the residents of the colony/area while installing of cellular towers on rooftop of a building resulted into poor signals.

To resolve this problem, suggestions were received from the representatives that Cellular on Wheels (COWs) may be provided in the area where such types of complaints of poor signals are being received. The COW is a temporary arrangement which can be installed at required location (Public places i.e. markets, parks, on road sides, parking areas and open spaces in Departments' premises, etc.).

Accordingly, the proposal was moved and the Addl. Cmr. (Engg.) observed that this proposal needs mention of the terms and conditions as well as revenue earning options in detail.

In this regard, the documents/policies/information have been collected from various departments/States where such type of COWs are being permitted i.e. New Delhi Municipal Council (NDMC), Haryana, Defence, Maharashtra, Uttarakhand, Orissa, etc.

OPINION OF LAW

The matter was studied and the opinion of Law Deptt. was also obtained on this issue. The opinion of Law Department is reproduced as under :-

1. The department has not placed on record a copy of notification dated 15-11-2016 issued by Ministry of Communications (Department of Communications) published in the Gazette of India on 16th Nov., 2016. This notification has been issued in exercise of powers conferred by Sub-section (1) of Clause (e) of Sub-section (2) of Section 7 read with Sections 10, 12 & 15 of the Indian Telegraph Act, 1885. A copy of the aforesaid notification having been downloaded from the official website is placed opposite for perusal and consideration of the Engineering Wing to bring its terms and conditions within the ambit of aforesaid notification.
2. The notification deals with the rules framed by the Central Govt. with respect to under-ground infrastructure and over-ground infrastructure (Mobile Towers). Therefore, while making any policy and terms and conditions governing the contemplated policy, the department should not frame any condition de hors the rules contained in the aforesaid notification.
3. A perusal of the notification shows that the SDMC being a local authority is covered under the definition of appropriate authority and it can exercise the powers with respect to framing of policies, terms and conditions within the rules framed by the Central Govt. and conditions governing the license U/s 430 of the DMC Act, 1957.

Corpn. (Jan-2020),SDMC [51]



AMIT BHARDWAJ
ADC/RPC

4. As per mandate of the aforesaid rules, the SDMC is required to appoint a Nodal Officer for the purpose of the rules contained in the aforesaid notification to deal with the contemplated policy of the Corporation.
5. The SDMC is also required to develop an electronic application process if the same has not been established by the State Govt.
6. Chapter-3 of the aforesaid notification contains a detailed list of supporting documents to be provided by the licensee in support of his application, the department may take into consideration while finalizing its list of documents required for processing applications for granting approval for COW under the contemplated policy.
7. The aforesaid notification empowers the SDMC to fix one-time administrative charges for every application which shall not exceed ten thousand rupees. Therefore, the department is at liberty to fix the administrative charges which should not be over and above ten thousand rupees.
8. In addition to one time administrative expenses, the SDMC may also charge license fee as it may deemed fit with its proper justification and approval of the competent authority. It is significant to mention here that under Settlement Agreement arrived before Delhi High Court through mediation, the SDMC is entitled to recover Rs. 2 lacs for 5 years as license fee.

Therefore, the Engineering Department may take into consideration this aspect while giving its proposal to competent authority for enhancement of the license fee with proper justification.

9. The SDMC may also recover the charges for the ground on which COW will exist.
10. Rule 10 of the aforesaid rules inter alia provides the process of examination of application which shall be a part of any policy that may be contemplated by the department.
11. It may be noted that the Proviso of Rule 10 contains the deeming fiction of law providing that if the SDMC fails to either grant permission or reject the same in writing within the specified time, the permission is deemed to have been granted. Therefore, a strong mechanism has to put in place for examination of all the applications and disposal of the same within the specified time to avoid deeming fiction.
12. The Law Department is of the opinion that the contemplated policy of the department should be in conformity of the aforesaid notification containing the rules of over-ground infrastructure (Mobile Towers).

In addition to above, the department may also ensure that the following terms and conditions are appropriately incorporated/inserted in the contemplated policy :-

- (i) A complete mechanism to deal with the defaulters of payment of license fee of cell towers, charges of ground, along with absolute power to give direction for relocation of Towers in case of public inconvenience if any contingency arises to meet obligatory functions of the Corporation under which the Corporation.
- (ii) Appropriate condition for indemnification of Corporation in case of any accident arising out of instability of structure of any accidental event resulting to any loss of lives or property.

Corpn. (Jan-2020)/SDMC [52]



AMIT BHARDWAJ
ADC/IPC

- (iii) A specific condition for granting of permission for placing COW on the land of Corporation shall not create any right title of interest in favour of the applicant with absolute discretion of the Corporation to direct re-location of the same in case of any need as may be deemed appropriate by the Corporation.
- (iv) The Corporation should also keep liberty to review the charges periodically as and when the situation arises.

The department may draft its preamble for placing it before the competent authority keeping in view of the notification dated 15-11-2016 as well as the aforesaid legal opinion.

The draft policy containing above opinion of Law was again sent to Law Department for vetting. The Law Department vide its note dated 11-11-2019 observed that "The policy appears legally in order". Further, Law Department in its note dated 20-11-2019 stated that "There are certain corrections carried in the draft. Needs revision."

The proposal containing draft policy was also sent to Finance Department.

While agreeing with the proposal, the Finance Department in its note dated 21-11-2019, stated that the following may be incorporated in the draft policy and placed before the competent authorities:—

S. No.	Observation of Finance	Reply
1.	As per the Government of India, Ministry of Communications, monthly charges for the space provided to mobile service provider on the rooftops of Government building in Delhi for erecting mobile tower shall be enhanced after every three years @ 8% per annum, compounding on yearly basis. Since the above notified base rates has been adopted for COW as Rs. 292/- per sq.ft. per month, rates to be charged in the year 2019 be calculated accordingly.	<p>Ministry of Urban Development, Govt. of India, Office Memorandum issued vide No. 18016/2/2015-P1.III dated 8th March, 2016, which deals with fixation of licence fee in respect of the Mobile Towers to be erected on the rooftops of the Govt. buildings in Delhi, states that:</p> <p>"The issue regarding the fixation of licence fee recoverable from the mobile service providers for erecting mobile towers on the rooftops of the Govt. buildings in Delhi are under consideration in this Directorate.</p> <p>It has now been decided to levy the licence fee @ Rs. 292/- sq.ft. per month for the space provided to Mobile Service Providers in the rooftops of Government buildings in Delhi for erecting mobile towers. During the period the allotment subsists, revision of licence fee, excluding taxes, will be done every three years, to be computed @ 8% per annum, compounding on yearly basis, as per OM No. 18015/1/92-Pol.III dated 16-3-1999."</p> <p>This O.M. talks about revision of licence fee, excluding taxes, in case the allotment subsists and there is no circular/order on this issue in the year 2019 by the Ministry of Urban Development, Govt. of India.</p>

Corpn. (Jan-2020)/SDMC [53]


AMIT BHARDWAJ
ADC/RPC

As per Clause 27 of the draft document, penalty of 25% can be imposed on regularization of COWs installed without permission. Finance is of the view that since no policy was in existence as on date, penalty of 25% of the requisite permission fee can be imposed after a cut off date as decided in the policy or from the date of installation. However, department can calculate and recover the arrears from the present operations, if any at the rate of Rs. 292/- per sq.ft/per month from the date of installation as one-time measure.

3. As per Clause 8 of the draft document, SDMC may also charge license fee with proper justification and approval of competent authority. Department is advised to incorporate the proposed rates accordingly.

4. May be vetted from Law Deptt.

5. If any civic body in Delhi has floated tender/ allotted this work, the same rates may also be explored as a benchmark.

Existing COWs on date of issue of this Policy will have to pay arrears from the date of their existence and if any COW installed without permission after the issue of this Policy then it shall be regularized after payment of penalty @ 25% over and above the monthly rental charges. The rental charges as well as the penalty will be charged on monthly basis.

The rates/charges will be fixed after approval of the competent authority.

The draft policy was also sent to the Law Deptt., certain corrections have been carried out by Law Deptt. and accordingly, as suggested by Law Deptt., draft policy has been revised.

New Delhi Municipal Council had floated tenders for 156 sites, with maximum space as 50 sqm. or 538 sq.ft. area for each site, for a period of three years.

The estimated cost for these 156 sites was Rs. 99,84 crores for 3 years.

The cost per site for 3 years comes to Rs. 64,00,000/- $(99,84,00,000/156 = 64,00,000/-)$

The cost per site per month comes to Rs. 1,77,777.77 $(64,00,000/36 = 1,77,777.77)$.

The cost per sq.ft. per month comes to Rs. 330.44 $(1,77,777.77/538 \text{ sqm. or } 538 \text{ sq.ft.} = 330.44)$

The awarded cost for 52 sites = Rs. 94,69,444/-

The awarded cost per site per month for 50 sqm. = Rs. 1,82,104/-

The awarded cost per site per month per sq.ft. = Rs. 338.48

$(1,82,104/538 = 338.48)$ (say Rs. 339/-)

Corpn. (Jan-2020), SDMC [54]


AMIT BHARDWAJ
ADC/RPC

As enquired from M/s. INDUSTOWERS LTD., who has been allotted Group-B (52 sites) by NDMC, the size for one COW, in general is 5 mtr. x 5 mtr. or 269 sq.ft. So the amount of one COW of this size/area will be around Rs. 91,200/- with rate as Rs. 339/- per sq.ft. per month. However, the requirement of size/area from telecom company/service provider may vary and as draft policy the maximum area permitted for installation of COW is upto 50 sqm.

With reply to the afore-mentioned observations and as suggested by Law Deptt., the draft policy was revised and sent to Finance Deptt. as well as Law Deptt. for vetting.

Finance Department vide its note dated 25-11-2019 observed that "Since the policy of COWs has been drafted newly in the SDMC, the Finance is agree to the proposal of the department as it has been revenue earning potential for SDMC. However, the Finance suggestion are as under :-

1. Opinion of LAW Deptt. should be adhered to.

"Law Department vide its note dated 26-11-2019 observed that "Redrafted policy perused. This is legally in-order. The facts are to be verified by the Deptt."

POLICY :

Government of India, Ministry of Communication (Deptt. of Telecommunication) has notified rules to regulate underground infrastructure (Optical Fiber) and over-ground infrastructure (Mobile Towers) Rules vide Notification dated 15th November, 2016, which was published in Gazette of India on 16th November, 2016.

A perusal of the notification by the Law Deptt. shows that the SDMC being a local authority is covered under the definition of appropriate authority and it can exercise the powers with respect to framing of policies, terms and conditions within the rules framed by the Central Govt. and conditions governing the license U/s 430 of the DMC Act, 1957.

As per the documents/information collected from the other departments/agencies and the legal opinion from the Law Deptt., South DMC, the powers conferred to South DMC being local body and discussions with higher officers and representative of Telecom Operators, the draft policy is prepared with following conditions :-

I.

1. The Cellular on Wheels (COWs) shall be set up in public places like parking lots, parks, markets, other vacant spaces and along road sides (wherever possible) etc.
2. The maximum area per COW shall be allotted upto 50 sq.mtrs. with maximum width upto 8 meters (including the space required for guy wires/anchor wires etc.).
3. The monthly rental charges for the land allotted for COW shall be @ Rs. 339/- (Rs. three hundred thirty nine only) per sq.ft./per month + applicable taxes (including co-sharing with other Telecom Service Providers). The monthly rental charges for the land allotment shall be enhanced after every three years @ 8% per annum, compounding on yearly basis. Besides, the revision of rates will be within the absolute discretion of the SDMC.

Corpn. (Jan.-2020)/SDMC [55]


AMIT BHARDWAJ
ADC/RPC

4. The SDMC will provide bare space for placement and operational requirement for the COW for a maximum period of three years and minimum period of three months and the telecom company/service provider will follow all relevant guidelines of Department of Telecom, TRAI, etc. in this regard. If the telecom company/service provider need to operate the allotted land after completion of maximum period of three years then the telecom company/service provider can apply three months prior to expiry of three years period of the allotment and the request/application of the telecom company/service provider will be treated as AFRESH.
5. The location of the site will be finalized after conducting the joint survey with the SDMC staff as well as the representative from telecom company/service provider and the decision of the SDMC will prevail.

Since the COW is a temporary structure and can be installed at the following places :—

- (a) Public places
- (b) Markets,
- (c) Parks,
- (d) On Road sides,
- (e) Parking areas &
- (f) Open spaces within Departments' premises.
- (g) Any other place, as deemed fit by SDMC

For joint survey and finalization of the location of the site, teams can be formed at Zonal Level comprising of officials from Building Department, Maintenance Department, R.P. Cellar (for 'a', 'b', 'd', 'e' & 'g' above), Land & Estate Deptt. (for 'f' above), Horticulture Department (for 'c' above) and representative from the respective telecom company/service provider.


6. SDMC in its own capacity reserves the right to outrightly reject any application without assigning any reason.
7. The maximum height of any structural element installed with COW will be upto 30 mtr. above the ground level at any location.
8. The COW shall be installed for the enhancement of mobile signal and the SDMC will reserve the right to ensure that there is no violation of the same.
9. The telecom company/service provider shall take the site on "As is where is basis".
10. All the sites will be tentative and are subject to change of site by SDMC for which the telecom company/service provider will not seek any adjustment in the monthly rental charges or any claim, compensation, damages or any other consideration whatsoever. It will be the absolute discretion of the Corporation to direct re-location of the already allotted site in case of any need as may be deemed appropriate by the Corporation.
11. The infrastructure facilities such as electric connection shall be arranged by the telecom company/service provider and the cost of electric connection including cabling, penal, electric meter, electric charges and other ancillary charges, shall be borne by the company/service provider. The telecom company/service provider will ensure that all the electric wiring, gazettes are used and maintained properly and are in good conditions.

Corpn. (Jan-2020)/SDMC | 56 |


AMIT BHARDWAJ
ADC/IPC

12. The space upto the maximum of 50 sq.mtrs. will be considered including all these facilities and no excess space will be covered by the telecom company/service provider on any pretext. (It will be the absolute discretion of SDMC to determine and allow the space upto 50 sq.mtrs.)
13. The telecom company/service provider at its own cost shall take the necessary statutory permissions/certificates if required for the same from any other agency or deptt. as per law and will submit the following documents :-
 - (a) The telecom company/service provider will indemnify the SDMC to keep harmless from all losses/damage/fire.
 - (b) No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable).
 - (c) No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI).
 - (d) As per guidelines of Department of Telecommunications (DOT), a copy of application for Standing Advisory Committee on Frequency Allocation (SACFA) clearance acknowledged by WPC Wing of Department of Telecommunication, Govt. of India with registration number for the individual location will be submitted along with the application for new towers in the Corporation and the SACFA clearance, when obtained will be submitted within 6 months of granting permission. The self-declaration in this regard will be submitted by the applicant. In case of existing mobile towers the SACFA clearance, wherever available, will be submitted along with the application in the Corporation.
14. The telecom company/service provider shall install/operate the COW within the designated site and shall maintain the same in neat and sanitary conditions and comply with all applicable laws of the country.
15. The telecom company/service provider shall ensure high standard of hygienic and cleanliness so as to create a clean and healthy environment to enhance the image of SDMC. In case the telecom company/service provider fails to maintain the same, the fine as per applicable laws will be imposed on it. In this regard, the directions/guidelines of the Hon'ble Court or the departments/agencies shall be followed.
16. Any physical (or otherwise) damage or injury to the commuters/passersby due to lapse on the part of the telecom company/service provider will be the sole responsibility of the telecom company/service provider only and the SDMC will have no legal obligations or liabilities towards the injured. The telecom company/service provider will indemnify and can be indemnified the SDMC for any losses on this account.
17. The telecom company/service provider will ensure that fire detection, lightening and special measures are installed at the applicable site and are kept in good condition.
18. The telecom company/service provider agrees voluntarily and unequivocally to provide un-fettered access to the authorized representative of the SDMC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the SDMC. Non-compliance will be treated as breach and permission, so granted, will be revoked.

Corpn. (Jan-2020)SDMC [57]


 AMIT BHARDWAJ
 ADC/IPC

19. **Encroachment** :— The telecom company/service provider will strictly not encroach upon any area and shall restrict to allotted site only. In case, the telecom company/service provider encroaches upon the public land, the SDMC reserves the right to revoke the permission and forfeit the interest-free performance security.
20. **Security Arrangement** :— The telecom company/service provider will ensure safety and security of the equipments installed at the allotted sites and will be responsible for safety and security of the sites. The SDMC in any case will not take any responsibility of theft/loss.
21. **No Signage** :—The telecom company/service provider shall not be allowed to install any type of signage (commercial/non-commercial) for any purpose inside/or outside the sites. In case, the telecom company/service provider installs any type of signage (commercial/non-commercial) for any purpose inside/or outside the sites, a fine of Rs. 10,000/- (Rupees ten thousands) per day per site will be imposed upon the company/service for a maximum period of seven days, after which SDMC reserves the right to revoke the permission w.r.t. such site(s) without any notice/communication.
22. **Compliance with the Law** :— The sites and the fixtures and the appurtenances thereto conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the sites. The telecom company/service provider at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The telecom company/service provider shall comply with all applicable statutes, rules and regulations of Central, State Governments, Municipal bodies, and all applicable rules and also regulations of the Delhi Fire Department. The telecom company/service provider shall comply with and abide by the judgements passed from time to time by Hon'ble Supreme Court/High Court or any other judicial/quasi-judicial body/authority. The same shall be the responsibility of telecom company/service provider.
23. The selection of site for installation of COWs and its operation shall be such that it should not disturb the free moments of the traffic/public and shall preferably be away from the school/hospital and places where heavy traffic and public movement is being done.
24. The COW may include the base of the Tower on Wheels subject to fulfilment of the safety measures and structural stability.
25. For providing generator set for COW, a copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets, as per guidelines issued by DOT will be submitted along with clearance of DPCC.
26. The telecom company/service provider shall ensure the safety guidelines issued by DOT in this regard. However, a Self-Declaration in this regard will be submitted by the applicant.
27. For COWs existing before issue of this Policy, telecom company/service provider, at the time of regularization within 30 days of notification of Policy, will have to pay arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges. If any COW is found installed without permission after 30 days of issue of this Policy then it shall be regularized after payment of penalty @ 50% over and above the monthly rental charges. The rental charges as well as the penalty will be charged on monthly basis. For date of existence of COW, the telecom company/service provider will have to submit an affidavit along with other requisite documents.

Corpn. (Jan.-2020)/SDMC [58]


 AMIT BHARDWAJ
 ADC/RPC

28. After expiry of the period of permission due to efflux of time or termination of the permission whichever is earlier, a 15 days period will be provided to the telecom company/service provider to remove its material from the sites and peacefully handover the vacant sites.

The telecom company/service provider shall vacate the sites by taking away all its articles and handover the vacant sites before such period otherwise the SDMC shall have the right to seize these material. Unauthorized occupancy charges (equivalent to twice the monthly rental charges) will be levied after expiry of such 15 days Grace Period.

29. *Transfer* :—The telecom company/service provider, during the tenure of permission shall not transfer, assign or part with the sites or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the towers, except in accordance with this permission, without the prior permission of the SDMC.
30. *Assignment and Sub-letting* :— Any form of assigning the right to the permission or sub-letting the whole or part thereof of the sites, will strictly not be allowed at any point during the period of permission and violation of the same, will lead to the revocation of the permission, with the SDMC reserving the right to forfeit all interest-free performance security and payments made.
31. *Duration of permission period* :— The permission shall be for a period of 3 (three) years from the date of issue of permission letter. Such permission would remain applicable subject to fulfilment of the terms and conditions, and such permission should expire with efflux of time. The monthly rental charges will be charged from the date of issue of permission letter.
32. *Compliance with applicable Laws* :—The telecom company/service provider shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel as per law and it is agreed that shall at no point of time be or construed to be employees of the SDMC and the telecom company/service provider shall be solely responsible for compliance with all Labour Laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.
33. *Employees conduct* :—The telecom company/service provider shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site.
34. For dispute of any kind, the jurisdiction of courts will be Delhi only.

II.

FEE STRUCTURE :

- (A) Administrative charges = Rs. 10,000/- (Rs. ten thousand) per COW (NON-REFUNDABLE).
- (B) Monthly rental charges for land allotted is Rs. 339/- (Rs. three hundred thirty nine only) per sq.ft/per month.

Corpn. (Jan-2020)SDMC | 59 |


AMIT BHARDWAJ
ADC/PC

- (C) For COWs existing before issue of this Policy, telecom company/service provider, at the time of regularization within 30 days of notification of Policy, will have to pay arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges. If any COW is found installed without permission after 30 days of issue of this Policy then it shall be regularized after payment of penalty @ 50% over and above the monthly rental charges. The rental charges as well as the penalty will be charged on monthly basis. For date of existence of COW, the telecom company/service provider will have to submit an affidavit along with other requisite documents.
- (D) Applicable taxes.
- (E) After issuance of permission letter by the SDMC, the telecom company/service provider should submit three months advance fee and two months of fee as security deposit. Security deposit will be refunded after expiry of the allotted period. If security is deposited in the form of Bank Guarantee then the validity of Bank Guarantee will be period of permission plus three months. The Bank Guarantee should be drawn on any Nationalised Bank within the jurisdiction of Delhi only.
- (F) *Payment Terms* :—The advance amount equivalent to three months rental charges paid by the telecom company/service provider shall be adjusted towards the monthly rental charges for first three months in respective first three months.

Thereafter, the telecom company/service provider shall submit to the SDMC, the advance monthly rental charges per month for each site and other dues, if any, on or before 7th day of the month through online payments.

Non-payment of monthly rental charges and other dues within the prescribed date will constitute breach of the terms of permission and shall render the permission liable to be revoked. Besides, the telecom company/service provider shall pay an interest of 15% per annum on the amounts of permission and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the monthly rental charges and other dues are finally squared up. Such interest shall be charged for the full month if the payment of monthly rental charges and other dues are not made by the due date with arrears, if any. In case, payment remain outstanding for a maximum period of 45 days, the permission shall stand terminated.

III.

S.O.P. FOR GRANT OF PERMISSION :

Application for grant of permission will be submitted by the telecom company/service provider having valid license from the Deptt. of Telecommunication, Ministry of Communications, Govt. of India

List of documents to be submitted along with application :—

- (i) Copy of relevant license issued by the Deptt. of Telecommunication, Govt. of India and copy of registration certificate of the company.
- (ii) The telecom company/service provider will submit the plan and location plan of the COW duly signed by the applicant and the Structural Engineer. The Plan should include the extent of land required for establishment of the overground telegraph infrastructure for COW.
- (iii) No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable)
- (iv) No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI).

Corpn. (Jan.-2020)/SDMC | 60 |


AMIT BHARDWAJ
ADC/RPC

- (v) Copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets, if applicable, along with clearance of DPCC.
- (vi) Self-declaration of SACFA Clearance, to be obtained within six months.
- (vii) Indemnity Bond/Affidavit as per clauses mentioned at Sl. Nos. 13, 16, 25 & 26 above.
- (viii) The telecom company/service provider will submit an Indemnity Bond indemnifying the SDMC to keep harmless from all losses/damage/fire.
- (ix) Certification of the technical design by a Structural Engineer attesting to the structural safety of the overground telegraph infrastructure of COW.
- (x) The names and contact details of the employees of the telecom company/service provider for the purposes of communication in regard to the application made.

TIMELINES :

S.No.	Action	Timeframe
1.	Scrutiny of documents submitted by the telecom company/service provider.	Within 7 days of receipt of application.
2.	Joint Inspection of site(s) by the following Members/Team : (i) EE(B) of the zone/area or his representative (ii) EE(M) of the zone/area or his representative (iii) AC/RP Cell or his representative (except in case of Park) (iv) Representative of Land & Estate Deptt. (v) Representative from Horticulture Deptt. (in case of Park) (vi) Representative of the telecom company/service provider	Within 7 days of scrutiny of documents and if the documents submitted are found in order.
3.	Issuance of Letter of Acceptance.	Within 7 days of joint inspection, if site found feasible.
4.	Deposition of Advance Monthly Rental Charges (equivalent to 3 months monthly rental charges) & security deposit (equivalent to 2 months monthly rental charges).	Within 15 days of issuance of letter of acceptance.
5.	Grant of permission.	Within 7 working days of completion of all formalities including deposition of advance monthly rental charges security deposit.

In view of all above, it is submitted that the proposal containing Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs), with the Fee Structure as mentioned in the Policy, in South Delhi Municipal Corporation areas, may be placed before the Corporation through Standing Committee for consideration and approval please.

(ii) Resolution No. 117 of the Standing Committee dated 18-12-2019.

Resolved that it be recommended to the Corporation that the proposal of the Commissioner as contained in his letter No. F. 33/RP Cell/SDMC/S75/C&C dated 4-12-2019 regarding Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs) in South Delhi Municipal Corporation areas, as detailed in aforesaid letter, be approved.

Corpn. (Jan-2020)/SDMC [61]



AMIT BHARDWAJ
ADDIRPC

ITEM NO. 06 (ELECTRIC)**1) Name of Subject /Project.**

Providing Mechanized Facility Management Services at NDCC Phase- II Building Block-B & C for a Period of Three Years.

2) Name of the Department Concerned.

Electricity Department-II.

3) Brief history of the Subject/Project.

The NDCC Phase-II building is a very prestigious building, having ten floors plus three basements. The building is rented out to different organizations like MHA, NDRF, and Disaster Management. Considering the importance of the building NDCC Phase-II, it is being maintained with high Maintenance Standards by outsourcing work of all services, Preferable to a single agency, who carried out the work by professionals highly trained staff equipped with latest equipments specially for this kind of work. The present case covers the annual maintenance contract of these services for 3 years for the following :

- (i) Providing the service of "Mechanized and Automated House Keeping Job" (Including rent for tools & equipment, repair, maintenance & insurance, housekeeping Chemicals and consumables & manpower) as per maintenance schedule.
- (ii) Maintenance and operation of 'DG sets' (4x 1250 KVA) as per the scope of work and maintenance schedule specified.
- (iii) Maintenance and Operation of 'HVAC' (4 x 330TR) system as per the scope of work & maintenance schedule specified.
- (iv) Operation of 'Lifts' as per the scope of work specified (16 Nos. Lifts).
- (v) Maintenance and Operation of 'Electrical system' as per the scope of work & maintenance schedule specified.

An Estimate for "Providing Mechanized Facility Management Services at NDCC Phase- II Building Block-B & C for a Period of Three Years" amounting to Rs. 19,55,03,870/-(Including GST @ 18% & Contingency @ 3%) has been prepared and chargeable to COA 230/52/01, Repair & Maintenance of Building during FY 2022-23.

4) Detailed proposal on the Subject/Project.

The NDCC Phase-II building is a very prestigious building, having ten floors plus three basements. The building is rented out to different organizations like MHA, NDRF, and Disaster Management. Considering the importance of the building NDCC Phase-II, it is being maintained with high Maintenance Standards by outsourcing work of all services, Preferable to a single agency, who carried out the work by professionals highly trained staff equipped with latest equipments specially for this kind of work.

At present this work had been awarded to M/s BVG India Ltd. for a period of three years for Providing Mechanized Facility Services at NDCC Phase-II, Block-B & C, which is valid upto 10/02/2023. Preliminary Estimate amounting to Rs. 19,55,03,870/-(Including GST @ 18% & Contingency @ 3%) for a period of three

years has been framed on the basis of current market rate/ budgetary offer received from the reputed firms, (which are expert in the field and are executing such type of work) as detailed below:

- (i) Providing the service of "Mechanized and Automated House Keeping Job" (Including rent for tools & equipment, repair, maintenance & insurance, housekeeping Chemicals and consumables & manpower) as per maintenance schedule.
- (ii) Maintenance and operation of 'DG sets' (4x 1250 KVA) as per the scope of work and maintenance schedule specified.
- (iii) Maintenance and Operation of 'HVAC' (4 x 330TR) system as per the scope of work & maintenance schedule specified.
- (iv) Operation of 'Lifts' as per the scope of work specified (16 Nos. Lifts).
- (v) Maintenance and Operation of 'Electrical system' as per the scope of work & maintenance schedule specified.

The Preliminary Estimate to Rs. 19,55,03,870/-(Including GST @ 18% & Contingency @ 3%) checked by Planning Division and found in order at Note# 160. AO (E-II) has also cleared the PE at Note #128.

Further, Finance Department has concurred the case vide Note # 132 & 147. The work shall be executed by call of open e-Tenders.

5) Financial implications of the proposed Subject/ Project.

Rs. 19,55,03,870/-(Including GST @ 18% & Contingency @ 3%)
(Rupees Nineteen Crore Fifty Five Lakh Three Thousand Eight Hundred Seventy only).

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

"Providing Mechanized Facility Management Services at NDCC Phase-II Building Block-B & C for a Period of Three Years" shall be got done within 3 Years by L-1 bidder after handing over the site.

7) Final Comments of the Finance Department

1. PE amounting to Rs.19,55,03,870/- based on current market rate, budgetary offer received from the reputed firms and having provision of GST @ 18% and contingency @ 3% has been prepared by the department for "Providing Mechanized Facility Management Services at NDCC Phase-II Building Block-B & C for a period of three years" and submitted for concurrence of finance prior to accord of AA&ES from Competent Authority i.e. Council.
2. Department has brought on record that NDCC-II building having ten floors plus three basements is rented out to different organizations like MHA, NDRF and Disaster Management. Maintenance work of Block-C was awarded to M/s BVG India Ltd. for a period of 3 years, which is going to be expired on 10.02.2023. As per Note#138, the department has brought out that the additional work of Block-B was maintained through work order awarded to the same agency attached at ToC#334.

3. Further department has stated that there is no change in scope of work in the instant PE as compared to previous PE. Only 6 nos. additional of unskilled/semi-skilled/skilled manpower increased for Block-B for operation of lift, electric maintenance work etc. in the instant PE.
4. After the checking/examination of estimate by Planning division amounting to Rs.18,98,09,582/- at Note#108, department enhanced the estimate by adding the component of contingencies @3% in the estimate and forwarded the estimate amounting to Rs.19,55,03,870/- for concurrence of FD. It is advised to get the PE amounting to Rs.19,55,03,870/- checked from Planning department.
5. The associate finance has checked the proposal under Note# 114.
6. The expenditure of the work shall be charged to CoA 2305201 "Annual Repair & Maintenance work of building."
7. Department has ensured and certified the following:
 - a. The estimate prepared as per minimum actual site requirement and not inflates in terms of quantities and rates.
 - b. The estimate of mechanized housekeeping work is based on approved norm attached at ToC#297.
 - c. The facts, information and computation of data are correct.
 - d. The items/scope of proposed work is not overlapping with any of the ongoing or under-pipeline work in any of the department/division.
 - e. No undue benefit is being extended to any particular firm/agency by way of specification or otherwise also.
 - f. The contingencies will be utilized as per para 3.1.1.3 (3) of CPWD.
8. In view of above and as recommended by CEE at Note#144, department may place the proposal before Council to seek AA&ES amounting to Rs.19,55,03,870/- for above cited work after ensuring the compliance to S.No.4 above and also ensuring and certifying that the proposed work is responsibility of the NDMC.

Comments of the Department on comments of Finance Department:

With reference to para 4 of FD, the Preliminary Estimate to Rs. 19,55,03,870/- (Including GST @ 18% & Contingency @ 3%) has been checked by Planning Division and found in order at Note# 160.

With reference to para 8 of FD, the case is being placed before Council, NDMC to accord Administrative Approval and Expenditure Sanction amounting to Rs. 19,55,03,870/- (Including GST @ 18% & Contingency @ 3%) for "Providing Mechanized Facility Management Services at NDCC Phase- II Building Block-B & C for a Period of Three Years". The Funds shall be made available against COA 230/52/01, Repair & Maintenance of Building during FY 2022-23. It is ensured and certified that the proposed work is responsibility of the NDMC.

8) Legal Implication of the Subject/Project. -

-NIL-

9) Details of previous Council Resolutions, existing Law of Parliament and Assembly on the Subject: -

-NIL-

10) Final Comments of the Law Department on the Subject/Project:

1. Draft agendum placed as draft no. DFA/73913, is being moved by the Electricity-II Department before the Council with the recommendation to accord Administrative Approval and Expenditure Sanction amounting to Rs. 19,55,03,870/-(Including GST @ 18% & Contingency @ 3%) for Providing Mechanized Facility Management Services at NDCC Phase- II Building (Block-B & C) for a Period of Three Years.
2. The said agendum primarily involves financial and technical / administrative issues; the same have already been examined by the Finance Department and Electricity-II Department, respectively.
3. Having examined the contents of the draft agendum from the legal point of view, it is observed that no specific legal issue is involved at this stage.
4. However, the concerned department may ensure the correctness of facts, words and figures mentioned therein. The compliance of the applicable provisions of the GFR / CVC Guidelines / CPWD Works Manual (as may be applicable), and any other guidelines on the subject may be ensured by the concerned department.

Comments of the Department on comments of Law Department:

With reference to para 4 of Law Department, correctness of facts, words and figures mentioned therein are ensured. It is also ensured, that the applicable provision of GFR/ CVC guidelines/ CPWD Works manual (as may be applicable), and any other guidelines on the subject are being complied with.

11) Certification by the department that all Central Vigilance Commission (CVC) Guidelines have been followed while processing the case:

All Central Vigilance Commission (CVC) guidelines, as applicable, have been followed while processing the case.

12) Recommendations of the Department

The case may be placed before Council, NDMC to accord Administrative Approval and Expenditure Sanction amounting to Rs. 19,55,03,870/-(Including GST @ 18% & Contingency @ 3%) for Providing Mechanized Facility Management Services at NDCC Phase- II Building Block-B & C for a Period of Three Years.

Draft Resolution

Resolved by Council that the approval is accorded for AA and ES for "Providing Mechanized Facility Management Services at NDCC Phase- II Building Block-B & C for a Period of Three Years", amounting to Rs. 19,55,03,870/- (Including GST @ 18% & Contingency @ 3%).

COUNCIL'S DECISION

Resolved by Council to accord administrative approval and expenditure sanction for "Providing Mechanized Facility Management Services at NDCC Phase- II Building Block-B & C for a Period of Three Years", which is amounting to Rs.19,55,03,870/- (Including GST @ 18% & Contingency @ 3%).

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
Date

ITEM NO. 07 (WELFARE)

1.	Name of the Project / Subject: Review of grant of financial assistance to its employee under Hitkari Nidhi Yojana.
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 Yojna. 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 vide Council Resolution No.19(K-1) dt.27.05.2005, 2009, 2016 and 2022. Provisions of HNY schemes as on date are as under:-

S. No.	Purpose of Financial Assistance	Ration of contribution of council	Ration of contribution of employees	Payment as per council Reso. No.19(K-1) dt. 27.05.2005 & Reso. No.12 (K-1) 2016
1.	For marriage of two children	50%	50%	Rs. 50,000/-
2.	Payment on death of employees to his dependent	90%	10%	Rs. 50,000/- All categories of employee
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. 20,000 (in the year 2005) to Rs. 50,000/- (in the year 2016)

4. Proposal on the subject/(Project)

The proposal for review of the HNY Scheme with respect to provision in the last Council Resolutions of 2005 & 2016 is as follows:

S.no	Purpose of Financial Assistance	Ratio of Contribution of NDMC under the Head of A/c no 2102021	Ratio of Contribution of Employees	Payment as per Council Reso. No (K-I) dated 27.05.2016	Proposed Change under HNY
01	Payment on death of employee to his/her dependent (Regular employee/RMR/TMR)	90 percent	10 percent	Rs.50000/-	50,000/- (all contractual employees added, (Without any contribution in case contractual employee, payable by NDMC share 100%).

5. Financial implication of the above project/scheme:

(i). Expenditure on financial assistance in case of death of contractual employee will slightly increase which will be informed to finance department as per actual requirement.

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

The modified provisions of the schemes will be implemented after the approval of Council immediately.

7. Comments of the Finance Department on the subject.

Sub:-Proposal for revision of Financial Assistance given to NDMC employees under Hitkari Nidhi Yojna.

1. Department at Para 7 under Note # 22 has forwarded the proposal (i) enhancement of rates of reimbursement towards Higher Education fees and (ii) to extend the benefit of HNY to the working contractual employees in case of death only along with Draft Agenda (DFA/75806) to FD for examining before placing the same to Chairman, NDMC and Council please.
2. As regards Proposal (i) above, Department is advised to process the same after obtaining AIP from the competent authority by bringing on record the basis for proposed enhancement, replies to the queries of Associate Finance, details of yearly contribution/receipt in BF from employees/RMR workers for the last three years, financial implications involved. The Financial scrutiny by FD shall be done at the appropriate stage.
3. Further, w.r.t. proposal at (ii) above, It has been conveyed by the Deptt. that AIP to this effect has been accorded by Chairman, NDMC in e file No. 124162. FD has no objection to place the proposal of the Department for extending the benefit of financial assistance of Rs. 50,000/- under HNY to contractual employee in case of death only without any contribution in B.F from the contractual employees, payable 100% from NDMC fund in case of death of the contractual employee as in the cases of working TMR employees.

4. Draft Agendum (DFA 75806) be modified accordingly and submit to Law Deptt for comments before placing the same to Chairman, NDMC for consideration.
5. Department is also advised to submit the Agendum cases well in time in FD in accordance with Circular dated 04.01.2022 issued by Nodal Cell, Finance Department for better scrutiny of the cases.

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

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

As per comment of Finance Department the Welfare Department has modified the proposal.

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

1. The draft agendum placed at DFA no. DFA/76623 is regarding recommendation of the Welfare Dept. for - (i) enhancement of rates of reimbursement towards Higher Education fees, and (ii) to extend the benefit of HNY to the working contractual employees in case of death only.

2. The said addendum primarily involves financial and technical / administrative issues; the same have already been examined by the Finance Department and Welfare Department, respectively.

3. Having examined the contents of the draft addendum from the legal point of view, it is observed that no specific legal issue is involved at this stage.

4. However, the concerned department may ensure the correctness of facts, words and figures mentioned therein. The applicable guidelines issued by the Govt. of India (as may be applicable), may be ensured by the concerned department. Further, the concerned dept. may ensure that the said draft addendum is free from typographical errors.

14. Comments of Department on comments of Law Department.

The observations of Law Department have been incorporated in draft agenda, however there is no legal issue in the proposal.

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
 Council Resolution No.08(Welfare) dt.16.12.2022

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	Purpose of Financial Assistance	Ratio of Contribution of NDMC under the Head of A/c no 2102021	Ratio of Contribution of Employees	Payment as per Council Reso. No (K-I) dated 27.05.2016	Proposed Change under HNY
01	Payment on death of employee to his/her dependent (Regular employee/RMR/TMR)	90 percent	10 per cent	Rs.50000/-	50,000/- (all contractual employees added, (Without any contribution in case contractual employee, payable by NDMC share 100%).

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 that the proposal of the Welfare Department as mentioned at para13 of the agenda is approved.

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.

A. Sengupta

For Secretary
New Delhi Municipal Council
New Delhi.

ITEM NO. 08 (POWER)

08 (Power)

22/08/2023

1. Name of the subject:

Procurement of Short Term Renewable Power (Non Solar) through M/s SJVN Ltd. to meet the deficit of power and Renewable Power Obligation(RPO) as well.

2. Name of the Department:

Power Department

3. Brief History of the subject:

On closure of NTPC BTPS and on expiry of PPA with NTPC Dadri Thermal-I on 30.11.2020 due to completion of its useful life of 25 years, the tie-up of long-term Power sources of NDMC has reduced from 450MW in FY 2018-19 to 201.29 MW in FY 2022-23. Details are as under:

Table:

S.No	Generating Stations	FY 2018 - 19	FY 2019- 20	FY 2020- 21	FY 2021- 22	FY 2022- 23
1	Badarpur TPS	125	-	-	-	
2	NCPP - Dadri	125	125	125	-	
3	Pragati-I	100	100	100	100	100
4	PPS-III, Bawana	100	100	100	100	100
5	Delhi MSW Solutions	-	-	1	1	0.63
6	M/s TWEPL	-	-	-	-	0.66
	Total	450	325	326	201	201.29

The peak demand of NDMC is around 400MW. Thus there is deficit of around 200MW. Out of the deficit power as mentioned, NDMC prefer to procure deficit power through renewable source to meet its peak demand as well as to meet RPO. Till last year, this renewable power upto some extent was being procured through M/s PTC India Ltd. Now, the existing contract with M/s PTC India Ltd. is going to expire on 16.03.2023, hence, the offer for deficit power has been obtained through M/s SJVN who are the Mini Ratna, Category-I and Schedule -'A' CPSE under administrative control of Ministry of Power, Govt. of India and is a joint venture of the Government of India (GOI) and the Government of Himachal Pradesh (GOHP). It is bring to the kind notice that NDMC has also provided the consent to M/s SJVN for procurement of 150MW Solar Power on long term basis at the lowest quoted rates i.e. Rs.2.44/kWh under CPSU Scheme.

Regarding Renewable Power Obligation (RPO), it is to bring on record that NDMC is the deemed distribution licensee for distribution of electricity in its area Under Section 195 to 201 of the NDMC Act 1994. Hence, NDMC has all the obligations of a Licensee under the Indian Electricity Act, 2003 in respect of New Delhi Area.

The Commission has notified "The Electricity Regulatory Commission (Renewable Purchase Obligation and Renewable Energy Certificate Framework Implementation) Regulation 2012" with the 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".

The targets for Renewable Purchase Obligation (RPO) in terms of Regulation 124 of the DERC (Terms and Conditions for Determination of Tariff) Regulations, 2017 of a Distribution Licensee from FY 2023-24 to FY 2025-26, shall be computed as a percentage of total sale of power, to its retail consumers in its area of supply, excluding procurement of Hydro Power but not excluding Hydro Power eligible under fulfilment of Hydro Purchase Obligation (HPO). The target for RPO shall be met through purchase of power from various Renewable Energy Sources or purchase of Renewable Energy Certificates ("REC") or purchase of Hydro Energy Certificates ("HEC") or combination of both, and shall be as follows (Annexure-I) (See page 54):

Sr. No.	RPO Targets for Distribution Licensee	FY 2023-24	FY 2024-25	FY 2025-26
1.	Wind RPO	10.75%	11.00%	11.25%
2.	Other RPO	10.80%	11.10%	11.40%
3.	HPO Target	0.45%	0.55%	0.65%
4.	Total RPO Target	22.00%	22.65%	23.30%

4. Detail proposal of subject:

The proposal for procurement of short term Renewable Power for a period of 01.11.22 to 31.03.2023 was submitted to the than Chairman, NDMC for approval of the following:

1. 30MW on RTC basis @Rs. 5.63 per kWh including trading margin
2. 25MW from 06:00 hrs to 18:00 hrs @Rs. 5.13 per kWh including trading margin.

The than Chairman, NDMC observed as under on the proposal of the Department:

"May be placed before the new Chairperson for a decision."

Accordingly, detailed proposal was resubmitted for approval of Chairman-NDMC and finally on submission of tentative expenditure likely to be incurred Rs.67.04 crores for supply of 30.6MUs from 01.12.2022 to 31.03.2023, approval of Chairman, NDMC was obtained for placing the case before Council approval as there is no precedent of procuring power on nomination basis in NDMC and to get the validity of the offer extended upto 25th December 2022.

In this regard, it is submitted that in compliance of the approval of the Chairman, NDMC, a request for extension of validity of the offer was sent to M/s SJVN through email dt.30.11.2022 and the validity got extended upto 25.12.2022 for supply of Bagasses power/ RE Power with a provision for extension of next one year on mutual consent (email dt.13.12.2022).

5. Financial implication of the proposal

The financial implication as calculated for supply of 30.6MUs at the average rate of Rs.5.48/kWh comes out Rs.16.77Cr for a period of 30 days (one month).

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

Immediate after approval of the Council.

7. Comments of the Finance Department on the subject

Finance Deptt. vide their Noting dt.06.01.2023 observed as under "Deptt. has brought on record that the offered rates of M/s SJVN is approximately Rs.1/- less than the Power Exchange rates from where department is presently procuring power to meet the deficit. In this regard, in the first instance, department may bring on record whether more comparable offers could be obtained from other similar sources."

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

With reference to observation of Finance Deptt. vide NoteNo.110 on the main file, it is to inform that as per the CERC approved list of Trading Licensees as on 31.03.2022 category wise Licensee are as under:

Category-I	-	15
Category-II	-	04
Category-III	-	07
Category-IV	-	07
Category-V	-	10
Total	-	43

Therefore, as observed by FD more offers could be obtained which may be comparable also, but as pointed out by Director(Power) vide NoteNo.95, there is no precedent of procuring power on nomination basis in NDMC, it was proposed to procure the short term power through M/s SJVN being the Mini Ratna, Category-I and Schedule -'A' CPSE under administrative control of Ministry of Power, Govt. of India, as a joint venture of the Government of India (GOI) and the Government of Himachal Pradesh (GOHP). Further, NDMC have also provided the consent to M/s SJVN for procurement of 150MW Solar Power on long term basis at the lowest quoted rate i.e. Rs.2.44/kWh among M/s NTPC, NHPC, NLCIL etc. who offered similar power @ Rs.2.45/kWh.

However, to obtain the comparable offer, M/s PTC India Ltd. being the consultancy firm appointed by call of tender were requested to offer the renewable power on short term basis on telephone, accordingly an offer for supply of non-solar renewable power to NDMC on short term basis is received from M/s PTC India vide No. PTC/MTEG/NDMC/458 dt.30.01.2023 as per detail given below:

Source	Supply Period**	Duration (Hours)	Quantum	Delivery Point	Tariff at Delivery Point
Bagasee/ Hydro based sellers in Karnatka and	06.02.2023 to 31.03.2023	RTC	Upto 30MW	State Periphery of the seller	Rs.6.95/kWh

Madhya Pradesh					
----------------	--	--	--	--	--

**The period of supply may be extended further on mutual consent.

It may be seen that rates offered by M/s PTC India are higher by Rs.1.45/kWh as the effective rates as offered by M/s SJVN is Rs.5.50/kWh against the offer of Rs.6.95/kWh received from M/s PTC India.

9. Final views of the Finance Department.

Final views of Finance Deptt. vide NoteNo.127 is as under:

2. Considering the basis of continuous deficit of power upto March'2023 and beyond due to rise in Power demand due to setup of Summer Season 2023 and also considering the following, department proposed to lay the case before Council for approval to procure 30MW on RTC basis @Rs.5.63 per kWh including trading margin and 25MW from 06:00 hrs to 18:00 hrs @Rs.5.13 per kWh including trading margin from the date of approval of Competent Authority up to 31.03.2023 through M/s SJVN on nomination basis and may be reviewed to consider the proposal for extension beyond 31st March 2023:
 - a. Availability of the power from all long term PPAs is lesser than month-wise average demand.
 - b. The exchange rates for procurement of Green Power through Power Exchange are constantly between Rs.6 to Rs.7 per unit which are approximately Rs.1 more than offered effective rates of M/s SJVN @Rs.5.50/kWh for a month.
 - c. The deficit of RPO can be met for F.Y. 2022-23 and 2023-24 if procured beyond March 2023.
 - d. Beside reduction in dependency on the Power Exchange, NDMC will also save the upfront expenditure towards Power Purchase Cost.
2. Department has brought on record that to meet the balance RPO and deficit of power an offer was received from M/s SJVN through email dated 14.10.2022 and email dated 17.10.2022 alongwith general terms and conditions of supply as per the detail give below:

Period	Duration	Quantum	Rate/kWh	Delivery point
1.11.2022 to 31.03.2023*	00:00 to 24:00 hrs (RTC)	Firm 30 hrs MW	Rs.5.63 including trading margin @ Rs.0.03	Regional periphery
1.11.2022 to 31.03.2023*	06:00 to 18:00 hrs	Firm 25 MW	Rs.5.13 including trading margin @ Rs.0.03	Regional periphery

*subsequent date of approval of Competent Authority.

3. Department has brought on record that the effective offered rate of M/s SJVN for supply of 30MW RTC Bagasse Power and 25MW (06:00hrs to 18:00hrs) for a month is approximately Rs.5.50/kWh. It is brought on record that NDMC procured Green Power through Power Exchange under GDAM Mechanism for the period from 06.12.2022 to 11.12.2022 is @Rs.6.716/kWh. Hence, the offered rates for the similar power are lesser by Rs.1 approximately.

4. Department has brought out that the total financial implication in procurement of proposed power through SJVN from 01.12.2022 to 31.03.2023 for the supply of 30.6 MUs monthly for four months is Rs.67.04 Cr.
5. Chairman, NDMC given consent at NoteNo.97 to the proposal of the department to place the same before the Council to award the work to M/s SJVN for procurement of power on nomination basis without open tender.
6. M/s SJVN extended the validity of the offer upto 25.12.2022 for supply of Bagasses power/ RE Power upto 31st March 2023 and may be extended next one year on the mutual consent through email dt.13.12.2022 (ToCNo.162).
7. Department further brought on record that 250MW Solar Power is arranged from M/s SECI & M/s SJVN for a period of 18 months and 24 months respectively from the date of signing of PPA for which petitions were filed with DERC and procurement of other than Solar Renewable Power is in process for 150MW Hydro Power through M/s NHPC and 100MW power through M/s SECI.
8. Replying to the observation of FD at NoteNo.110 to bring on record more comparable offers from other similar sources, department obtained an offer from M/s PTC India Ltd. who has offered a rate of Rs.6.95/kWh vide their letter No. PTC/MTFG/NDMC/458 dt.30.01.2023 (ToCNo.165-169). Department further brought on record that the rates offered by M/s PTC India are higher by Rs.1.45/kWh as the effective rates offered by M/s SJVN is Rs.5.50/kWh. Department may further explore more comparable offers from CERC approved Trading Licensees as brought out under NoteNo.121.
9. Keeping in view (i) the approval of the Chairman, NDMC at NoteNo.97 (ii) the assessment of the department regarding deficit and required power to be procured to meet the demand and to maintain uninterrupted power supply to the NDMC area being an obligatory function of NDMC (iii) being a technical matter which can be best assessed by the field executives, **department may place its proposal as at Sr. No. 1 above before the Council for seeking approval, as recommended by Director (Power) at NoteNo.107, ensuring that :-**
 - a. Under NoteNo.104, department has proposed to award the work from the date of approval of Competent Authority up to 31.03.2023 to M/s SJVN on nomination basis and also proposed to review to consider the proposal for extension beyond 31st March 2023, accordingly, if required, in the interest of the Council, department may review the award period and financial liabilities be also worked out.
 - b. No undue benefit is being extended to the agency by awarding the instant work on nomination basis.
 - c. It is in the interest of NDMC to award the work to the agency on nomination basis.
 - d. The validity of the offer of M/s SJVN may be extended for considerable period.

(Validity of the offer got extended.(Placed at Annexure-II) (See page 55).

 - e. Correctness of data, facts and information

4. FD is further of the opinion that nomination based assignments on the premise that the rates achieved are more favourable than Power Exchange could only be a special one time arrangement based on circumstances determined by the Department. In such cases too, ideal would be to obtain comparable offers from other sources of supply, since existence of more favourable rates outside the exchange has been established. The same may be taken into consideration in future decisions.

10. Legal implications of the subject

Law Deptt. vide NoteNo.142 observed as under:

Upon a bare perusal of NoteNo.136, it appears that the present matter is highly technical in nature, & involves high financial stakes & sensitive in nature.

Hence, if deem fit, the same may be discussed with the dealing officials of the concerned deptt. in detail for their technical inputs, before rendering opinion from legal point of view.

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

With reference to above observation, all the facts & figure such as justification of quantum of power required to be procured and how the short term power procurement is important for the upcoming summer particularly when there are power crisis and availability of power through Power Exchange can not be taken granted. Further, there is no legal implication to procure the short term power as the same is to be submitted to Delhi Electricity Regulatory Commission (DERC) through Delhi Power Procurement Group (DPPG) for true-up and Aggregate Revenue Requirement (ARR).

13. Final view of Law Department

1. The proposal of the Power Department is regarding procurement of short term Renewable Power to meet the NDMC power deficit and Renewable Power Obligations (RPO).
2. The said proposal primarily involves financial and technical / administrative issues; the same have already been examined by the Finance Department and Power Department, respectively.
3. **Having examined the contents of the aforementioned proposal from the legal point of view, it is observed that prima facie no specific legal hurdle is involved at this stage.** The same has also been communicated by the concerned deptt. at NoteNo.144.
4. However, the concerned department may ensure the correctness of facts, words and figures mentioned therein. The compliance of DERC / CERC guidelines (as may be applicable), and any other guidelines on the subject may be ensured by the concerned department.

14. Recommendations

The case is submitted before Council for kind approval of proposal for procurement of short term non-solar renewable power as detail given below:

1. 30MW on RTC basis @Rs. 5.63 per kWh including trading margin.
2. 25MW from 06:00 hrs to 18:00 hrs @Rs. 5.13 per kWh including trading margin.

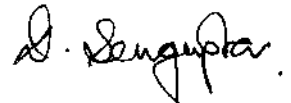
from M/s SJVN Ltd., Govt. of India enterprise upto 31.03.2023 and further extendable for one year on mutual consent basis.

COUNCIL'S DECISION

Resolved by the Council to accord approval to the proposal for procurement of short term non-solar renewable power as detail given below:

1. 30MW on RTC basis @ Rs. 5.63 per kWh including trading margin.
 2. 25MW from 06:00 hrs to 18:00 hrs @ Rs. 5.13 per kWh including trading margin.
- from M/s SJVN Ltd., Govt. of India enterprise upto 31.03.2023 and further extendable for one year on mutual consent basis.

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.

DERC (Terms and Conditions for Determination of Tariff) Regulations, 2017

revenue from Sale of Surplus Power the distribution licensee shall ensure the cost benefit for rate of sale of surplus power in the relevant slots through Banking, Bilateral and Power Exchange transactions other than the forced scheduling, as certified by the SLDC, in comparison with the next higher variable cost of the generating stations from which power is surplus after meeting the demand of power in it's area of supply;

124. The cost of Renewable Purchase Obligation (RPO) of the Distribution Licensee shall be computed on the basis of approved cost of power procurement from Renewable Energy Sources as specified in the *Delhi Electricity Regulatory Commission (Renewable Purchase Obligation and Renewable Energy Certificate Framework Implementation) Regulations, 2012*:

Provided that any projected shortfall, in procurement of power from Renewable Energy Sources to meet the RPO shall be computed at the Floor Price of Renewable Energy Certificates (RECs) notified by Central Electricity Regulatory Commission for the relevant year:

Provided further that the actual expenses for procurement of power from Renewable Energy Sources and purchase of Renewable Energy Certificates shall be trued up by the Commission:

Provided also that the Commission will specify the targets for Solar and Non Solar RPO in the Business Plan Regulations for a specific Control Period:

Provided also that the penalty for non fulfilment of RPO targets, as specified by the Commission in its Tariff Order, shall be adjusted in the ARR during True up of the relevant Financial Year.

125. The Distribution Licensee shall be allowed to recover net transmission and load despatch charges payable to the Transmission Licensees (Central Transmission Utility, State Transmission Utility etc.) and System Operators (Regional Load

rediffmail

Mailbox of madanpalndmc

- 55 -

Subject: Fwd: Validity of SJVN 30MW Bagasse and 25 Solar Offer submitted to NDMC

From: Power Trading <power.trading@sjvn.nic.in> on Mon, 20 Feb 2023 16:33:41

To: "madanpalndmc" <madanpalndmc@rediffmail.com>

----- Forwarded Message -----

From: Power Trading <power.trading@sjvn.nic.in>

To: madanpalndmc <madanpalndmc@rediffmail.com>

Sent: Tue, 13 Dec 2022 12:59:43 +0530 (IST)

Subject: Validity of SJVN 30MW Bagasse and 25 Solar Offer submitted to NDMC

Dear sir,

As per discussion with the Generator, We hereby inform you that we may supply Bagasses power/ RE Power till 31st March 2023. Further, Supply of Bagasses power/ RE Power may be extended next one year on the mutual consent

Regards
O/o CGM(PT&BDE)
SJVN Limited

ITEM NO. 09 (CIVIL)

Copy of Reso. No. 09 (CIVIL)

Special Ordinary Meeting

Date: 22/08/2023

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) 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.

(ii) Thereafter CRRI has submitted its Evaluation inspection report vide No. CRRI/PED/NDMC/2020-21 dated 21st-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	Strengthening requirement (mm)	Recommendation 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	Tolstoy Marg to	Undivided	Tolstoy Marg	Ashoka Road	40-50	40BC	40BC after milling depth

	Road	Ashoka Road						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 Roundabout	40-50	40BC	40BC after milling depth of 40-50mm of existing surface	
		Gole Market Roundabout to Panchkuiya Road		Gole Market Roundabout	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 Place	Divided	Jai Singh Road (Palika Kendra)	Connaught 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	Divided	Baba Khadak Singh	Shaheed Bhagat Singh	NIL	MS Type-III*	Micro surfacing layer type-III	

		to Shaheed Bhagat Singh Marg		Marg	Marg			on existing road surface
				Shaheed Bhagat Singh Marg	Baba Khadak Singh Marg			
		Shaheed Bhagat Singh Marg to Panchkuiya Road	Undivided	Shaheed Bhagat Singh Marg	Panchkuiya 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 CRRM was accepted.

- (iii) AIP has been accorded by the Chairman, NDMC vide note#51 dated 09.11.2021.
- (iv) Thereafter a site inspection of Sardar Patel Marg, Mother Terresa 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.
- (v) 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.

- (vi) 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.
- (vii) Tender was invited through e-procurement system on 02.01.2023 as opening on 16.01.2023. Five tenders were received and three tenderers were found eligible for opening of financial bid. After opening of the Financial Bid, it was found that L-I agency M/s. Satya Prakash and Bros. Pvt. Ltd. has quoted rate 22.23% below the Estimated Cost of Rs. 11,50,48,376/- with tendered amount of Rs.8,94,73,122/- which details are given below:-

Sr. No	Name of Contractor /Agency	Estimated cost (Rs.)	Quotation Amount in (Rs.)	Quoted Rate	Remarks
1.	M/s. Satya Prakash and Bros. Pvt. Ltd.	11,50,48,376/-	8,94,73,122/-	22.23% below	L-I
2.	M/s. SBG Infrasonic Pvt. Ltd.	11,50,48,376/-	9,16,93,556/-	20.30% below	L-II
4.	M/s. Mahavir Prasad Gupta & Sons	11,50,48,376/-	9,60,42,384/-	16.52% below	L-III

- (viii) Justification checked by the planning is 22.63% above the estimated cost where as the lowest agency i.e. M/s. Satya Prakash and Bros. Pvt. Ltd. has quoted rate @ 22.23% below the estimated cost of Rs. 11,50,48,376/- with the tendered amount of Rs. 8,94,73,122/- which is 36.58 % below the justified cost of Rs. 14,57,20,623/-.
- (c) 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 acceptance of tender.
- (d) The work to be executed before G-20 International Summit to be held in Delhi.

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 implications of the proposed subject / project.

Financial implications of the proposed subject / project work out to Rs. 8,94,73,122/-

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

The schedule period of completion is Six Months after award of work.

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

Finance Deptt. has concurred the tender vide note#354 dated 13.03.2023.

1. The department has processed the case for acceptance of L-1 offer **M/s Satya Parkash and Bros Pvt Ltd.** at the tendered value of **₹8,94,73,122/-** which are 22.23% below the estimated cost of ₹11,50,48,376/- and 36.58% below the justified cost of tender as detailed vide Note#350.
2. As per Note#249 to 294, the CEC-I has accorded approval for opening of the financial bids of the technical eligible bidders(Note#295) after checking the same by the SE(Planning) vide Note#290. Vide Note#266, the concerned Associate Finance i.e. AO(works) has stated that the tender opening authority is competent to finalized and asses the technical eligibility of the tender participating bidders.
3. It is observed that the department has not processed the tender case on the same e-File (No. 84104) of PE. In order to avoid duplicity the department may ensure to avoid this practice in the future cases.
4. Further, the department may ensure that Integrity Pact submitted by the all the bidders including L-1 is complete in all respect including signature & witnesses & the same is in tune with standard norms of acceptance as applied in other tenders/bids.
5. In view of the above, and being the technical assessment of the eligibility criteria of the tender participating bidders is within the competency of the tender opening authority, Finance Department concur in the proposal (as stated in Para-1, above) of the department as checked by SE(Planning) and AO(works) duly recommended by CEC-I. While seeking approval from the competent authority i.e. Council, the department needs to ensure and certify the following:
 - a. Compliance to para-3 & 4, above.
 - b. the proposed road work is not under the various works of 41 Roads which are being dealt under the G-20 Presidency summit.
 - c. justification of tender has been prepared strictly (a) as per Para 5.1.6 of CPWD Works Manual 2022, (b) as per lowest market rates were considered, and no additional component have been considered.
 - d. that the quality of work at the time of execution of work will be maintained strictly as per approved specifications of NIT conditions and in accordance with SOP No 5/10 of CPWD Works Manual 2022;
 - e. Certification as per circular issued by FD dated 17/09/2020 regarding reasonableness of rates has been recorded with comparison to LAR/LPP in reference to para 5.6.3 of Manual for Procurement of Works, 2022.

- f. being the L-1 rates are abnormally low i.e. 36.58 below the justified cost, the department as a safeguard shall closely monitor that final payments in such cases do not abnormally increases due to extra items.
- g. the conditions of the NIT were neither restrictive nor favoring to any particular firm, and the financial bids opened for those firms are technically eligible and meeting all the terms and conditions of NIT; and the technically rejected bidders are not meeting eligibility conditions of the NIT.
- h. Necessary certificate of bid/tender opening authority has been recorded on the relevant tender documents in compliance to Sub-Para8(v) & (vi) of SOP 4/1 of CPWD Works Manual, 2022. Similarly, in compliance to sub-para 2 of SOP 5/6 of CPWD Works Manual 2022 the necessary certificate/note of Divisional Accountant / AAO on the Comparative Statement needs to be recorded being a codal provision.
- i. Correctness of information, facts & computation of data; and sufficient validity of tender is exists.
- j. No liabilities would be incurred before availability of sufficient funds under relevant chart of account.

Reply of the department is as under:-

(a) Para-3 Due to urgency of work Detailed Estimate was prepared in separate file E-96224. However PE file E-84104 is attached in this file. Council Sectt. Vide note#331 has mentioned that agenda has been approved vide No. 03(A-22) dated 16.12.2022 in file E-96224 and agenda copy is exist on C/1957-1962. However it is noted for future that DE will be submitted in PE file.

Para-4 It is assured and certified that Integrity Pact submitted by the all the bidders including L-1 is complete in all respect including signature & witnesses & the same is in tune with standard norms of acceptance as applied in other tenders/bids.

It is assured and certified that

- (b) The proposed road work is not under the various works of 41 Roads which are being dealt under the G-20 Presidency summit.
- (c) Justification of tender has been prepared strictly (a) as per Para 5.1.6 of CPWD Works Manual 2022, (b) as per lowest market rates were considered, and no additional component have been considered.
- (d) that the quality of work at the time of execution of work will be maintained strictly as per approved specifications of NIT conditions and in accordance with SOP No 5/10 of CPWD Works Manual 2022;
- (e) Certification as per circular issued by FD dated 17/09/2020 regarding reasonableness of rates has been recorded with comparison to LAR/LPP in reference to para 5.6.3 of Manual for Procurement of Works, 2022.
- (f) being the L-1 rates are abnormally low i.e. 36.58 below the justified cost, the department as a safeguard shall closely monitor that final payments in such cases do not abnormally increases due to extra items.

- (g) the conditions of the NIT were neither restrictive nor favoring to any particular firm, and the financial bids opened for those firms are technically eligible and meeting all the terms and conditions of NIT; and the technically rejected bidders are not meeting eligibility conditions of the NIT.
- (h) Necessary certificate of bid/tender opening authority has been recorded on the relevant tender documents in compliance to Sub-Para-8(v) & (vi) of SOP 4/1 of CPWD Works Manual, 2022. Similarly, in compliance to sub-para 2 of SOP 5/6 of CPWD Works Manual 2022 the necessary certificate/note of Divisional Accountant / AAO on the Comparative Statement needs to be recorded being a codal provision.
- (i) Correctness of information, facts & computation of data; and sufficient validity of tender is exists.
- (j) No liabilities would be incurred before availability of sufficient funds under relevant chart of account.

8. Legal implications of the subject / project

No legal issue.

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

A/A & E/S amounting to Rs.12,35,92,500/- accorded by Council Vide Item No. 03(Civil) dated: 16.12.2022.

10. Final Comments of Law Department on the subject.

NA

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

Certified that all relevant CVC guidelines would be followed.

12. Recommendations:-

The case is placed before the council for consideration and to

- (i) Accord approval for acceptance of the lowest offer of M/s. Satya Prakash and Bros. Pvt. Ltd. @ 22.23% below the Estimated Cost of Rs. 11,50,48,376/- with tendered amount of Rs.8,94,73,122/- which is 36.58% below the justified cost of Rs. 14,57,20,623/- for the work of "Re-surfacing of 12 roads in R-V Division of NDMC".

13. Draft Resolution:-

- (i) It is been resolved by the Council for Accord approval for acceptance of the lowest offer of M/s. Satya Prakash and Bros. Pvt. Ltd. @ 22.23% below the Estimated Cost of Rs. 11,50,48,376/- with tendered amount of Rs.8,94,73,122/- which is 36.58% below the justified cost of Rs. 14,57,20,623/- for the work of "Re-surfacing of 12 roads in R-V Division of NDMC".
- (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

Deferred. The Council further directed the department to bring further details on this case on the following points :-

1. Reason for rejection / selection of bids;
2. The reasons for the tender cost being 36% below the justified cost ;
3. It is assured and certified that integrity Pact submitted by all the bidders including L-1.

and place the matter again to 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.

D. Sengupta

For Secretary
New Delhi Municipal Council
New Delhi.

Copy of Memo No. 10 (Health)
 District Ordinate Medical
 No. 22/08/2023

ITEM NO. 10 (HEALTH)

1. Name of the Subject / Project:-

Collection and Transportation and dumping of construction and Demolition (C&D) waste from NDMC area on PPP Model.

2. Name of the Department: - Swachhta Division under Health Department.(E- File No 112126).

3. Brief History of the Subject / Project:-

1. The above said work was awarded to the M/s Metro Waste Handling Pvt. Ltd. for amounting to Rs. 30,84,49,820.00 for Seven years. Award of work & A/A & E/S was accorded by NDMC Council vide 11(A-34) dt. 05/09/2016. The actual date of start of work was 03.01.2017 and work is in progress.
2. In the scope of work, the C&D waste are to be removed from NDMC area, whether it is dumped unauthorized or collected at any place by NDMC. The quantity of C&D waste collected from NDMC area and disposal at ILFS Shastri Park (now IEISL) @ 70 MT/ day were estimated on the basis of past experience.
3. As per agreement the following Payments are to be made on a/c of tipping fee for Collection, Transportation and dumping of (C&D) waste and Processing charges to IL&FS (now IEISL)-
 - (i) Tipping Fee to the agency @ Rs.1395/MT + increased 7% annually.
 - (ii) Processing charge of C&D Waste @ Rs.375/MT w.e.f. January 2017 to 30 June 2018 @ Rs. 444/ MT w.e.f. 1 July 2018 to continued upto 02.01.2024.
4. During execution of work, it has been noticed that the amount of work is exceeding from the agreement amount, reason for excess occurred are detailed as below-
 - (i) Processing charges was not considered in RFP, during A/A&E/S and award of work.
 - (ii) IL&FS increased Processing charges w.e.f 1 July 2018 from Rs 375/MT to 444/MT.
 - (iii) C&D waste collection from Private Property are also being carried out in NDMC through CA, Department.
5. As this was a pilot project wherein the cost of processing charges was inadvertently left while initiated the RFP in year 2016, which was to be deposited by NDMC in the EDMC/MCD or with IEISL Company (earlier it was IL&FS) processing plant at Shastri park. The C & D processing plant did not allow to dump the C & D waste at their plant without depositing the processing charges in advance. It was difficult for NDMC to deposit processing charges in advance therefore, the then officer/official of NDMC, took a conscious decision to carry out the work smoothly and obtained approval of CE(C) and get deposited the advance payment to the processing plant through concessionaire M/s Metro Waste Handling Pvt. Ltd., the reimbursement thereof was made without extending any benefits to the concessionaire and in this process the NDMC has not suffered any liquidated loss.

4. Detailed proposal on the subject / project-

The case is submitted to the Competent Authority i.e.Council for the followings-

- (i) Ex-post-facto approval for continuing for processing charges (in advance to IEISL Company (earlier it was IL&FS) through the concessionaire and ex-post-facto approval of already reimbursed and to be reimbursed processing charges to M/s. Metro Waste Handling Pvt. Ltd from 03.01.2017 to 02.01.2024 of amounting to Rs. 8,36,91,631/-
- (ii) Approval to further continue to deposit processing charges (in advance) to IEISL by the concessionaire of the said project and thereafter reimbursement by NDMC separately to the Concessionaire.
- (iii) Accord approval of A/A & E/S of amounting to Rs. 8,36,91,631/-.
- (iv) Approval to transfer the amount Rs. 3,54,43,776/- collected from Private Properties through CA Department for removal of C&D waste under the HOA of C&D Waste.

5. Financial Implications of the proposed subject / project-

Rs. 8,36,91,631.00 on account of processing charge deposited / to be deposited at C & D processing plant.

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

The schedule period of completion is 7years, (w.e.f. 03.01.2017 to 02.01.2024)

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

1. The department has processed the case vide Note#98-99 for seeking:

- (i) Ex-post-facto approval for continuing for processing charges (in advance to IEISL Company (earlier it was IL&FS) through the concessioner and ex-post-facto approval of already reimbursed processing charges to M/s. Metro Waste Handling Pvt. Ltd from 02.01.2017 to 01.01.2024 of amounting to Rs. 8,36,91,631.00/-
- (ii) Approval to further continue to deposit processing charges (in advance) to IEISL by the concessionaire of the said project and thereafter reimbursement by NDMC separately and process case for obtaining A/A & E/S of amounting to Rs. 8,36,91,631.00 from NDMC council separately.
- (iii) Approval to transfer the amount Rs. 3,54,43,776.00 collected through pvt. properties for removal of C&D waste under the HOA of C&D Waste.
- (iv) Approval to enhance the expenditure sanction of completion of C&D waste collection work amounting of Rs. 32,09,39,542.00, which is within permissible limit of A/A & E/S Rs. 30,84,49,820.00 (which is already approved A/A & E/S).

2. Earlier proposal of the department (Note#73-76) was examined in FD and observations were recorded vide Note#80-81 on 21.10.2022. Further, the replies submitted by the department vide Note#85-88 23.11.2022 (after a time gap of more than one month) were found not satisfactory.

3. Keeping in view of the Note#88, the matter was discussed in the chamber of Director (Finance) on 06.1.2023 when the MOH, EE(SD), AE(SD), Jt.FA-II and Dy.FA-II were also present. Accordingly, the points of FD's concern were discussed and deliberated in detail with the department. Department was advised to prepare a concrete proposal for speedy disposal of the matter vide Note#91 on 10.1.2023.
4. Department has now revised its proposal and proposed vide Note#98-99 and sent the case in FD on 09.2.2023 i.e. again after a time gap of one month.
5. W.r.t. proposal No.(i) & (ii) as stated in para-1 above, FD's findings are as under:
 - (i) Although, the department has brought out that there is a provision of "Processing Charges" in the agreement {clause 8(d)}, wherein NDMC will pay the processing fees for C&D Waste directly to EDMC now it is MCD; but, it's cost was inadvertently left while processing the case for A/A & E/S of collection & transportation, and dumping of C&D waste from NDMC area (accorded by NDMC Council vide agenda item No. 11(A-34) dt. 05/09/2016). Since, the Processing charges are the prime factor to complete the work of Collection and Transportation and dumping of construction and Demolition (C&D) waste from NDMC area on PPP Model which shows poor planning of the department.
 - (ii) The department has brought out that (a) the M/s. Metrro Waste Handling Pvt. Ltd was allowed to deposit advance payment on account of processing charges at the processing plant of EDMC/MCD i.e. IL&FS for dumping of C&D Waste @ Rs. 375/ Per Metric Ton for disposal of C&D, (b) The agency M/s Metrro Waste Handling Pvt. Ltd. had started the work on 03.01.2017 as it was difficult to deposit processing charges in advance at processing plant by NDMC, (C) Therefore to start and continue the work smoothly the way was adopted by the than officials & accordingly the processing fee was deposited by the agency in advance to IL&FS on behalf of NDMC and thereafter reimbursed to agency by the department. It is noticed that the action taken by the department is without prior approval of the Competent Authority.
 - (iii) As the department has also proposed (stated in para 1(ii) above) to obtain approval to process the case for obtaining A/A & E/S of amounting to Rs. 8,36,91,631.00 from NDMC council separately on account of processing charges; the department is advised to obtain AA & ES from the retrospective effect in the instant proposal of Ex-Post facto approval.
6. W.r.t. proposal No. (iii) as stated in para-1 above, the department may take action in consultation with SAO/AO(ABAS).
7. Considering 10% expenditure over the AA & ES (Rs. 30,84,49,820.00) is allowed, for which the department has itself also stated that the same is within the permissible limit, therefore the proposal No. (iv) Stated in Para-1 above, has no relevancy at this stage.
8. While scrutiny of the earlier proposal of the department (Note#73-76), F.D. has found that the department has neither obtained AA & ES for depositing of "Processing Charges" to be deposited in the EDMC/MCD or with IEISL Company (earlier it was IL&FS) on behalf of MCD/EDMC, but the same was being deposited by the contractor M/s Metrro Waste Handling Pvt. Ltd. and the reimbursement thereof was made by the

concerned Engineer-in-Charge without obtaining approval of the Competent Authority i.e. Council. However, department may ensure that occurrence of similar situation would not be repeated in any future cases.

- 8 (a) It may also be place on record that as to why disciplinary action may not be initiated against the officer/official of NDMC on account of:-
- (i) Poor estimation by not considering expenditure of processing charges in the PE at the time of obtaining of approval of the Competent authority,
 - (ii) Releasing/ reimbursement of payments to the tune of Rs. 8.37 Crore to the Contractor without any prior approval of the competent authority, and
 - (iii) Not taking any efforts to sell the C & D waste to other agencies even on free of cost so as to save money which has been spent on account of transportation/processing charges.
9. Since, the liabilities have already been incurred by the department and it is mandatory to deposit the 'Processing Charges' with the existing contractor of MCD/EDMC i.e. IEISL Company (earlier it was IL&FS), the department may submit its proposal {stated in Para-1 except proposal (iv)} before the Chairperson NDMC for obtaining approval to submit the proposal before the Council, as recommended by MoH vide Note#99. While seeking approval, the department may ensure and certify the following:-
- (i) The earlier payments made to IEISL Company (earlier it was IL&FS) on account of 'Processing Charges' are as per actual weight of C&D Waste dumped by M/s Metro Waste Handling Pvt. Ltd.
 - (ii) All the statutory deductions have been made from the payments.
 - (iii) No undue benefit has been/ is being extended to the existing contractor M/s Metro Waste Handling Pvt. Ltd.
 - (iv) Period of award given in the proposal {as stated in para-1(i)} has been corrected to 03.01.2017 to 02.01.2024, as the department itself has brought out the start of work w.e.f. 03.01.2017 (Para-2(b) of Note#98).
 - (v) History sheet of the case is placed on record duly authenticated by the concerned departmental officers
 - (vi) Relevant certification in compliance to Rule 194 of General Financial Rules, 2017 being award of work of 'Processing Fee' is on nomination basis.
 - (vii) Processing of fresh estimate and tender thereof well before expiry of the existing work i.e. 02.1.2024 in order to avoid further extension of work.
 - (viii) Compliance to para-5(iii), 6, 7 & 8, above.
 - (ix) The proposal may be routed through the Associate Finance i.e. Sr.AO(PH).
 - (x) Adequacy of funds.

(This issues with the prior approval of the FA)

Reply of Department is as under:-

- I. The case is for seeking approval for the followings:
 - (i) Ex-post-facto approval for continuing for processing charges (in advance to IEISL Company (earlier it was IL&FS) through the concessionaire and ex-post-facto approval of already reimbursed

processing charges to M/s. Metro Waste Handling Pvt. Ltd from 03.01.2017 to 02.01.2024 of amounting to Rs. 8,36,91,631.00/

- (ii) Approval to further continue to deposit processing charges (in advance) to IEISL by the concessionaire of the said project and thereafter reimbursement by NDMC separately and process case for obtaining A/A & E/S of amounting to Rs. 8,36,91,631.00 from NDMC council.
- (iii) Approval to transfer the amount Rs. 3,54,43,776.00 collected through pvt. properties for removal of C&D waste under the HOA of C&D Waste.
- (iv) Approval to enhance the expenditure sanction of completion of C&D waste collection work amounting of Rs. 32,09,39,542.00, which is within permissible limit of A/A & E/S Rs. 30,84,49,820.00 (which is already approved A/A & E/S).

2 to 4. - Matter of record.

5. W.r.t. proposal No.(i) & (ii) as stated in para-1 above, reply on FD's findings are as under:-

- (i) There is a provision of "Processing Charges" in the agreement {clause 8(d)}, wherein NDMC will pay the processing fees for C&D Waste directly to EDMC now it is MCD; but, it's cost was inadvertently left while processing the case for A/A & E/S of collection & transportation, and dumping of C&D waste from NDMC area (accorded by NDMC Council vide agenda item No. 11(A-34) dt. 05/09/2016). The Processing charges are the prime factor to complete the work of Collection and Transportation and dumping of construction and Demolition (C&D) waste from NDMC area on PPP Model.
- (ii) That the (a) the M/s. Metro Waste Handling Pvt. Ltd was allowed to deposit advance payment on account of processing charges at the processing plant of EDMC/MCD i.e. IL&FS for dumping of C&D Waste @ Rs. 375/ Per Metric Ton for disposal of C&D, (b) The agency M/s Metro Waste Handling Pvt. Ltd. had started the work on 03.01.2017 as it was difficult to deposit processing charges in advance at processing plant by NDMC, (C) Therefore to start and continue the work smoothly the way was adopted by the than officials & accordingly the processing fee was deposited by the agency in advance to IL&FS on behalf of NDMC and thereafter reimbursed to agency by the department. It is noticed that the action taken by the department is without prior approval of the Competent Authority.
- (iii) It is also proposed (stated in para 1(ii) above) to obtain approval to process the case for obtaining A/A & E/S of amounting to Rs. 8,36,91,631.00 from NDMC council separately on account of processing charges; the department is advised to obtain AA & ES from the retrospective effect in the instant proposal of Ex-Post facto approval.

6. W.r.t. proposal No. (iii) as stated in para-1 above, action shall be initiated in consultation with SAO/AO(ABAS) separately.

7. Considering 10% expenditure over the AA & ES (Rs. 30,84,49,820.00) is allowed, for which the department has itself also stated that the same is within the permissible limit, therefore the proposal No. (iv) Stated in Para-1 above, is for information & shall not be pursued further.

8. That the cost was inadvertently left while processing the case for A/A & E/S of "Processing Charges" to be deposited in the EDMC/MCD or with IEISL Company (earlier it was IL&FS) on behalf of MCD/EDMC, but the same was being deposited by the contractor M/s Metro Waste Handling Pvt. Ltd. and the reimbursement thereof was made after obtaining approval of CE(C) but was not obtained from the Competent Authority i.e. Council. However, it's ensured that occurrence of similar situation would not be repeated in any future cases.
- 8(a) The then officer/official of NDMC, took a conscious decision to carryout the work smoothly and NDMC has not suffered any liquidated loss therefore any action/Disciplinary action against the then officials may not be justified at this juncture because :-
- (i) This was a pilot project wherein expenditure of processing charges was left inadvertently in the PE & was also not noticed by the scrutinizing departments and at the time of obtaining of approval of the Competent authority.
 - (ii) Releasing/reimbursement on a/c of processing charges, payments were made without extending any benefits to the Contractor after approval of CE(C-I) and it was never came to notice that for reimbursement approval of competent authority, i.e Council is required in this case. and
 - (iii) The expenditure on a/c of transportation might be reduced by installation of C&D processing plant in NDMC area but for collection of C&D from area and transportation to processing plant is still required besides the operating cost of plant, moreover due to land constraints in NDMC area, installation C&D Processing plant is not feasible. Therefore the procedure of C&D disposal adopted at that time by the then officials was in the interest of NDMC.
9. Since, the liabilities have already been incurred and it is mandatory to deposit the 'Processing Charges' with the existing contractor of MCD/EDMC i.e. IEISL Company (earlier it was IL&FS) and FD has Concurred the case for submission of proposal {stated in Para-1 except proposal (iv)} before the Chairperson NDMC for obtaining approval to submit the proposal before the Council, as recommended by MoH vide Note#99. it's ensured and certified that:-
- (i) The earlier payments made to IEISL Company (earlier it was IL&FS) on account of 'Processing Charges' are as per actual weight of C&D Waste dumped by M/s Metro Waste Handling Pvt. Ltd.
 - (ii) All the statutory deductions have been made from the payments.
 - (iii) No undue benefit has been/ is being extended to the existing contractor M/s Metro Waste Handling Pvt. Ltd.
 - (iv) Period of award given in the proposal {as stated in para-1(i)} has been corrected to 03.01.2017 to 02.01.2024, as has brought out the start of work w.e.f. 03.01.2017 (Para-2(b) of Note#98).
 - (v) History sheet of the case is placed on record duly authenticated by the concerned departmental officers.
 - (vi) Relevant certification in compliance to Rule 194 of General Financial Rules, 2017 being award of work of 'Processing Fee' is on nomination basis, certified that (iii) the situations, execution of C&D processing assignment involve use of proprietary techniques of C&D processing or only one consultant has requisite expertise.

- (vii) The fresh estimate and tender shall be processed well before expiry of the existing work i.e. 02.1.2024 in order to avoid further extension of work.
- (viii) The para-5(iii), 6, 7 & 8, are replied above.
- (ix) It is ensure that the proposal will be routed through the Associate Finance i.e. Sr.AO(PH).
- (x) Adequacy of funds shall be ensured.

In view of above the case is submitted to the Competent Authority i.e Council, NDMC for approval of followings;

- i. Ex-post-facto approval for continuing for processing charges (in advance to IEISL Company (earlier it was IL&FS) through the concessionaire and ex-post-facto approval of already reimbursed processing charges to M/s. Metro Waste Handling Pvt. Ltd from 03.01.2017 to 02.01.2024 of amounting to Rs. 8,36,91,631.00.
 - ii. Approval to further continue to deposit processing charges (in advance) to IEISL by the concessionaire of the said project and thereafter reimbursement by NDMC separately.
 - iii. Ex-post facto approval of A/A & E/S for amounting to Rs. 8,36,91,631.00 for processing charges.
- 8. Legal implications of the subject / project**
No legal issue is involved
- 9. Details of previous council resolution / existing law of Parliament and Assembly on the subject.**
NDMC Council vide agenda item No. 11(A-34) dt. 05/09/2016) is attached as **Annexure –'A'** (See pages 72 - 78).
- 10. Final Comments of Law Department on the subject.**
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 –
- i. For regularization of the earlier payment procedure of processing charges, the case is submitted for Ex-post-facto approval for continuing for processing charges (in advance to IEISL Company (earlier it was IL&FS) through the concessionaire and ex-post-facto approval of already reimbursed processing charges to M/s. Metro Waste Handling Pvt. Ltd from 03.01.2017 to 02.01.2024 of amounting to Rs. 8,36,91,631.00.
 - ii. Approval to further continue to deposit processing charges (in advance) to IEISL by the concessionaire of the said project and thereafter reimbursement by NDMC separately.
 - iii. Ex-post facto approval of A/A & E/S for amounting to Rs. 8,36,91,631.00 for processing charges.

13. Draft Resolution:-

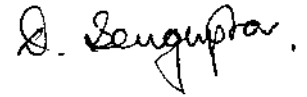
Resolved by the Council that the proposal for the work of Collection and Transportation and dumping of construction and Demolition (C&D) waste from NDMC area on PPP Model, S.No. 12 (i) to (iii) is accepted.

COUNCIL'S DECISION

Deferred. The Council noted that when the work of collection and transportation and dumping of construction and Demolition waste was awarded, the processing fees was not included in the proposal for AA&ES purpose.

The Council further directed the department to do a comparative study on the rates on which similar municipal bodies are operating and also the source for waste generation.

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.

116

Doc. No. 11(A-34)
 of
 Council Meeting
 Dated 25/07/2016

● **ITEM NO. 11(A-34)**

1. **Name of the Subject /Project:-**
 Sub:- Collection, Transportation and Dumping of Construction & Demolition (C&D) Waste from NDMC area on PPP Model.
2. **Name of the department/ departments concerned:-**
 Civil Engineering Department (C-I), EE (RIP)
3. **Brief history of the subject / project:-**
 - 3.1 **Project Background**
 - a) NDMC is responsible for collection of C&D Waste dumped at various locations (Road sides, Waste storage depots, in-house civil works, maintenance works etc.) and transporting the same to Gazipur Landfill for disposal.
 - b) NDMC is currently handling, collection and disposal of Construction & Demolition (C&D) waste/ malba of own department works from its area through in-house staff and vehicles.
 - c) In NDMC, there are Six Road Maintenance Divisions including Connaught Place Division, consisting Sixteen (16 Nos.) Sub-Divisions/Service Centers of Road Maintenance for collection of malba (C&D Waste) by the NDMC staff and transport to Gazipur landfill site against the dumping charges to EDMC as per the approved rate per MT.
 - d) Presence of C&D Waste and other inert material (e.g. drain silt, dust and grit from road sweeping) is significant in the drainage lines / manholes / silt chambers. C&D Waste needs to be focused upon in view of (i) the potential to save natural resources (stone, river sand, soil etc.) and energy (ii) its bulk which is carried over long distances for just dumping, (iii) its occupying significant space at landfill sites and (iv) its presence spoils processing of bio-degradable as well recyclable waste. C&D Waste has potential in use after processing and grading.
 - e) There are number of civil contractors working in Road Maintenance Division, Building Maintenance Division and Construction Division which also generate C&D waste during execution of work. This C&D Waste are also to be transported and dumped to the dumping site. These contractors will also dump/collect the C&D Waste in the bins (C&D Waste Bin) provided near the work sites or at designated points under this RFP. CPWD contractors and residents of NDMC are also generate/ dump the C&D Waste in the area and this also be properly managed. The malba/ C&D Waste are to be removed from the NDMC area whether it is dumped unauthorizedly or collected any place in NDMC.
 - f) At present, the C&D waste generated in NDMC area (due to either renovation or construction of house/shop etc.) is dumped on roadsides, community waste bins, canals (masonry waste storage depots) resulting in obstruction to the traffic flow and in the flow to storm water drains. From these points, NDMC desilts the drains

CV/EE/302A

- and manholes to avoid choking and water logging. NDMC plans to divert this waste away from landfill disposal by promoting the reuse, recycling and processing of C&D debris. Reducing C&D debris conserves landfill space, reduces the environmental impact of producing new materials and overall building project expenses.
- g) During the addition/ alteration and reconstruction activities of existing private building, C&D waste are generated.
- h) There is need for (a) controlling the situation and (b) management of C&D Waste in a comprehensive manner which is likely to have significantly positive impact on the overall scenario of waste management and cleanliness, besides some challenges in C&D Waste management such as C&D waste is not generated at regular interval and the quantity varies with the work.
- i) NDMC intends to implement the Project through a Public-Private-Partnership, by awarding a 7(Seven) year Concession with 2 months implementation time on PPP format to a private operator, identified and selected through a wide National publicity.
- j) The Bidder shall complete the process of procurement of C&D waste bins and hook-loaders for Collection, Transportation, and Dumping of Construction and Demolition (C&D) Waste from NDMC area for processing at Shastri Park plant within 3 months of issue of Letter of Award (LOA) and shall start collecting the C&D waste from NDMC area.

3.2 Salient features of the Project

- i) 100% removal of C&D Waste from the NDMC area;
- ii) Maximize the processing of C&D Material(s);
- iii) Minimize C&D waste that requires landfill disposal;
- iv) Properly manage C&D wastes that of construction activities by Residents or generated in civil works of NDMC or of CPWD in the area,
- v) Reduce the Air pollution or minimize spreading of dust/ finer particles, in the environments;
- vi) Reduction in total costs of C&D Waste management.
- vii) **GPS System and RFID Tag:**
 - a) RFID Tag shall be fixed in each C&D Waste Bins provided by the successful bidder. RFID Tag Reader shall be available in each Auto Tipper and Hook loaders.
 - b) GPS System shall be installed/ fixed/ provided in each Auto Tippers and Hook Loaders deployed under this project and shall be in working conditions always. Feed from these GPS will be integrated with NDMC websites.

05.09.2016

3.3 Eligibility Criteria for Bidders

- a) Valid Legal Entity as Limited or Private Limited firms under The Company Act 1956/2013.
- b) The bidder should be registered with Employee State Insurance Corporation (ESIC) and Employee Provident Fund Organization (EPFO).
- c) Average annual turnover of ₹7.00 Crores for the last three consecutive financial years.
- d) Net worth of ₹3.5 Crores for the last three consecutive financial years.
- e) Experience in handling of fleet for mechanized transportation vehicles/ Hook Loader etc. for C&D Waste/Municipal Solid Waste/Landscape Waste of minimum 5 (Five) Vehicles of minimum 5 cubic meter capacity at least for three years in last seven years.

4. Detailed proposal on the subject / project:-

4.1 This C&D waste shall also be collected through C&D Waste bins provided under this RFP by the successful bidder. The C&D waste bin on demand facility will be provided to the residents of NDMC area and the contractors of NDMC/CPWD to avoid dumping of malba unauthorizedly in NDMC area.

4.2 RFP had been invited for the above said work on 30.03.2016 through wide publicity in newspapers (Times of India, Hindustan Time (All Editions), The Hindu (All Editions) and Business Line (All Editions) dt. 30.03.2016) and NDMC website from the bidders fulfilling the eligibility criteria defined in the RFP documents as per details below:-

1.	Press Notice Issued on	:	30.03.2016
2.	Pre-bid held on	:	15.02.2016
3.	Pre-bid minutes issued on	:	12.04.2016
4.	Date of submission of bids	:	19.04.2016
5.	Technical Evaluation of bids		
	(i) Carried out as on	:	11.05.2016
	(ii) Approved on	:	23.05.2016
6.	Financial Bid opened on	:	24.05.2016

4.3 The following bids have been received:-

- (a) M/s Metro Waste Handling Pvt. Ltd.
- (b) M/s Desh Waste Management Ltd.
- (c) M/s Deep Brothers Auto Works

4.4 A Technical evaluation committee was constituted as per approval of the competent authority for evaluation of technical bids as per RFP criteria. After scrutiny of technical bids submitted by the three bidders, the technical evaluation committee on 12.05.2016 recommended that M/s Deep Brothers Auto Works should not be

05.05.2016

considered for evaluation of their technical bids as the agency is not fulfilling the eligibility criteria as per Section-5 of the RFP and have no experience of C&D Waste Collection and disposal as per para 5.8.4 of RFP. Technical evaluation committee evaluated the technical bid of M/s Metro Waste Handling Pvt. Ltd. and M/s Delhi Waste Management Ltd. on 23.05.2016 and marked the score of technical bids as under:-

S. No	Bidders particulars	Technical Scores obtained as per Para 5.5.2 of RFP
1.	M/s Metro Waste Handling Pvt. Ltd.	85
2.	M/s Delhi Waste Management Ltd.	91

As per RFP only bidder who has secured technical score of 70 marks or more in evaluation of technical bids shall be considered for further evaluation of their financial bids.

4.5 Financial Bid: Financial bids were opened on 24.05.2016 in the presence of representative of the firms. The details of financial offer given by the agencies are as under:-

S. No	As per RFP	Offer of	
		M/s Metro Waste Handling Pvt. Ltd.	M/s Delhi Waste Management Ltd.
1.	The bidder shall quote tipping fee for first year and also quote the percentage increase in tipping fee annually on the previous year tipping fee for successive year during the concession periods.	₹1,395/- (₹ One Thousand Three Hundred Ninety Five only) per metric ton per day for first Year and for subsequently year the tipping fee after considering the increase of 7% (Seven Percent) annually on the previous year tipping fee for successive year during the concession period.	₹1,601/- (₹ One Thousand Six Hundred One only) per metric ton per day for first Year and for subsequently year the tipping fee after considering the increase of 7% (Seven Percent) annually on the previous year tipping fee for successive year during the concession period.

4.6 As per technical offer the concessions are will deployed the following in NDMC area under this work:

Sr. No.	Description	Nos.
1.	High Capacity Bin Vehicle/ Hook Loader	2
2.	Medium Capacity Bin Vehicle	3
3.	Auto Tippers	10
4.	Minimum 10 Cu M Capacity Bins	10
5.	Minimum 5 Cu M Capacity Bins	20
6.	Tractor loader or Bob Cat	1

4.7 In view of above the following is recommended.

The Bidder offered the lowest financial proposal shall be declared as successful bidder. As such M/s Metro Waste Handling Pvt. Ltd. is the L-1 with lowest quoted rates of

05.06.2016

- Rs 1,395/- (Rs. One Thousand Three Hundred Ninety Five only) per metric ton per day for first Year and for subsequently year the tipping fee will increase of 7% (Seven Percent) annually on the previous year tipping fee for successive year during the concession period of 7(Seven) years for the work "Collection, Transportation and Dumping of Construction & Demolition (C&D) Waste from NDMC area on PPP Model".

The lowest offer for Rs.1,395/- (Rs. One Thousand Three Hundred Ninety Five Only) per metric ton per day for first Year and for subsequently year the tipping fee will increase of 7% (Seven Percent) annually on the previous year tipping fee for successive year during the concession period is recommended for acceptance by the council.

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

1. The Expenditure in 1st year will be Rs.3,56,42,250/- (Rs. Three Crores Fifty Six Lacs Forty Two Thousand Two Hundred Fifty Only) considering 70 MT of C&D waster per days.
2. The total expenditure for 7(Seven) years is estimated as Rs.30,84,49,820/- (Rs. Thirty Crores Eighty Four Lacs Forty Nine Thousand Eight Hundred Twenty Only).
3. Expenditure will be incurred under Non-Plan head.

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

Accord of Acceptance of Bids	:	August 2016
Award of Work	:	August 2016
Signing of Agreement	:	September 2016
Concession Period	:	07 (Seven) Years

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

1. The proposal of the department is to accept the tender of L-1 firm M/s Metro Waste Handling Pvt. Ltd at the quoted rates of Rs. 1395/- per metric ton for the first year with increase of 7% annually on the previous year fee tipping fee for the successive year during concession period of seven(7) years. Financial implication has been worked out to Rs. 30,84,49,820/- for seven years and A/A & E/S has also been sought for Rs. 30,84,49,820/-.
2. Tender has been received today on 12.08.2016 evening and the tender has been securitized in the given time stated the same is to be placed before the Council meeting on 17.08.2016.
3. Chairman has accorded approval for issuing press notice to the RIP at Page-11/N.
4. The financial bid was opened on 24.8.2016 and the case has been received in FD on 12.08.2016 after approx. three months of opening of financial bid.
5. In response to call of tender/RFP, three firms participated in tender. Financial bids of two firms were opened as evaluated by Technical Evaluation Committee at Page-40/N. The proposal of the department is to accept the tender of L-1 firm M/s Metro Waste Handling Pvt. Ltd at the quoted rates of Rs. 1395/- per metric ton for the first year with increase of 7% annually on the previous year fee tipping fee for seven years.
6. Section 20.4.3.1 of CPWD Works Manual provides that justification of tenders should be prepared based on prevailing market rates. SEIP1 at Page-47/N was not satisfied with justification rates but thereafter the current market quotations were verified by SEIP1 as stated at Page-47/N & 49/N and justified rates were worked out as Rs. 1785/- per MT at Page-52/N against quoted rates of Rs. 1395/-.

33.09.2016

SE(P) at Page-60/N has worked out average rates of Rs. 1744.25 per Metric Ton quoted by the L-1 firm for a period seven years and stated that rates are reasonable and further recommended by CE(C-1) at Page-61/N for acceptance.

7. In view of recommendation of the CE(C-1) and justified rates verified by SE(P), department may process its proposal for acceptance of the tender of the L-1 firms M/s Metro Waste Handling Pvt. Ltd at the quoted rates of Rs. 1395/- per metric ton for the first year with increase of 7% annually on the previous year fee tipping fee for the successive year during concession period of seven(7) years with financial implication of Rs. 30,84,49,820/- including A/A & E/S of Rs. 30,84,49,820/-, duly checked by Planning Division for obtaining approval of the Council subject to (i) rates of the L-1 firm are reasonable and justified w.r.t similar nature of work in NDMC & other sister concerns (ii) due publicity has been given to the tender/RFP including corrigendum (iii) The department may ensure that rates in r/o demand of facility by NDMC area residents as per clause 2.1.5 of NIT are notified time to time and also bring on record what will be charges if the instant proposal is accepted.

(Diary No. 1386/Finance/R-Civil dt. 12.08.2016)

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

- (i) The rates of L-1 firm are reasonable and justified based on current market rates duly checked and verified by SE(P), as no similar nature of work is being carried out in NDMC and other sister concerns.
- (ii) Due publicity has been given to the tender/ RFP including corrigendum by issuing a Press Notice in the daily newspapers (all over India) and through uploading the same on NDMC website.
- (iii) It will be ensured that the rates to be charged from NDMC area residents will be notified after award and before commencement of work with the approval of Competent Authority.

8. Legal Implications of the subject / project:-

NA

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

NA

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

NA

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

All CVC guideline have been followed during processing of the case

12. Recommendations:-

The case is placed before the council to accord approval for accepting the bids and to:

- (i) Award the work to L-1 Firm i.e. M/s Metro Waste Handling Pvt. Ltd. for its lowest quoted rates for tipping fee of Rs. 1,395/- (Rupees One Thousand Three Hundred Ninety Five Only) per metric ton for first Year and with increase of 7% (Seven Percent) annually on the previous year tipping fee for successive year during the

01.09.2016

concession period for the work "Collection, Transportation and Dumping of Construction & Demolition (C&D) Waste from NDMC area on PPP Model".

- (ii) To accord the Administrative Approval and Estimate Sanction for estimated cost of Rs. 30,84,49,820/- (Rs. Thirty Crores Eighty Four Lacs Forty Nine Thousand Eight Hundred Twenty Only) for seven years including the expenditure in first year for amounting Rs. 3,56,42,250/- (Rupees Three Crore Fifty Six Lakh Forty Two Thousand Two Hundred Fifty Only)

- (iii) To initiate further action in anticipation of confirmation of Minutes of the Council Meeting.

13. Draft Resolution:-

COUNCIL'S DECISION

The Council resolved to approve the proposal of the Department for accepting the bids and to:

- (i) award the work to L-1 firm i.e. M/s Metro Waste Handling Pvt. Ltd. for his lowest quoted rates for tipping fee of Rs. 1,395/- (Rupees One Thousand Three Hundred Ninety Five Only) per metric tonne for first Year and with increase of 7% (Seven Percent) annually on the previous year tipping fee for successive year during the concession period of seven years for the work "Collection, Transportation and Dumping of Construction & Demolition (C&D) Waste from NDMC area on PPP Model".
- (ii) accord the Administrative Approval and Estimate Sanction for estimated cost of Rs.30,84,49,820/- (Rs. Thirty Crore Eighty Four Lac Forty Nine Thousand Eight Hundred Twenty Only) for seven years, including the expenditure in first year for amounting Rs. 3,56,42,250/- (Rupees Three Crore Fifty Six Lakh Forty Two Thousand Two Hundred Fifty Only).

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


 New Delhi Municipal Council
 New Delhi

25-09-2016

Copy of Memo. No. 11. (Electric)

Special Ordinance Meeting
Date: 22/03/2023**ITEM NO. 11 (ELECTRIC)****1. Name of the Project:**

Approval to undertake the new NDMC SCL works by various departments of NDMC.

2. Name of the Department concerned:-

Electrical Engineering Department

3. Brief History of the Project:-

NDMC has been selected by the Ministry of MOUD, Govt. of India as one of 1st 20 Smart Cities under the Smart City Mission. As a part of Smart City initiatives several projects have been approved. Each city had to form a company for execution these smart city works. NDMC has formed NDMC Smart City Ltd. Since, all the projects are related with the NDMC functioning so NDMC Smart City Ltd. had executed a Memorandum of Agreement (MOA) on 18-07-2018 with NDMC for execution of all the works of the NDMC Smart City Ltd. by NDMC.

As per MOA Clause-4 "the project executed by NDMC as per deposit work basis according to the provisions laid down in the CPWD manual/GFR on behalf of NDMC SCL shall be carried out by NDMC". Copy of MOA is placed at **Annexure "A"** (See pages 84 - 91) and Corrigendum placed at **Annexure "B"** (See page 92)

MoUD, Govt. of India, Smart Cities Mission vide letter No. K-14012/101(04)/2021-SC-III-A Dated 27th May 2022 (copy placed at **Annexure "C"**) (See pages 93 - 94) which is as under:-

"The Smart Cities Mission has been extended till June 2023. In order to complete all Mission projects on time, a decision was taken to issue work orders of grant funded projects by 31st March 2022.

Now, the Ministry is in receipt of requests from few Smart Cities to allow relaxation in issuance of work orders for the projects that could not be finalised within the target date, vis. 31st March, 2022, due to various reasons. It may be appreciated that the commitment for issuance of work orders within the stipulated time was set so as to ensure timely completion of all projects under the mission period.

In this regard, I am directed to say that pursuant to the requests received by the Ministry from few cities and in the interest of maximizing the benefits of the mission to their citizens, it has been decided to allow certain relaxations for issuance of work orders for SCM funded projects, subject to the projects falling in the following categories:

- *Projects in North-Eastern/ Hilly States and cities selected in Round 4 of competition.*
- *Projects to be funded under SCM grants which have already been tendered as on 31 March 2022.*
- *Projects of nature as below, to be taken up from savings/ balances under SCM grant available with cities.*
 - *ICT projects vis. implementation or augmentation of Integrated command and control centres, communication and sensing devices, digital infrastructure like smart classrooms/ skilling centres digital libraries, web/ mobile applications for citizen services, etc.*

- o Pilots and work orders on Cf platform using the Smart Procure guidelines.
- o Any project towards achieving goals as set under the five National challenges launched by MoHUA viz. Cycles4Change, Streets4People, Transport4All, Nurturing Neighbourhoods, and EatSmart Cities Challenge

It may further be noted that while issuing work orders for these remaining projects, the cities should ensure that they are work-ordered before 31 July, 2022 and should be of size and nature that can be completed before end of the Mission period."

Accordingly, NDMC Smart City Ltd. had evaluated the projects for which work order could not be issued within the timelines specified by MoUD and changed the nature of the projects as per new guidelines of MoUD. Now, in the meeting held on 14/09/2022 of the Board of Directors of NDMC SCL some of the projects have been dropped and some new projects approved vide item No. 3 amounting to Rs.143.29 Crores.

4. Detailed proposal of the Project:-

(i) As per delegation of power all the works above Rs. Four Crores have to be approved by Council. List of new projects approved by NDMC Smart City Ltd. is as under:-

S.No.	Project Name	Approx. Cost (Amt. in Rs. Cr.) excl. departmental charges @ 7%
1)	ABT Meters	11.84
2)	Procurement of Mobiles for Safai Karamcharis/Field Staff	1.48
3)	Bar coding/QR code of dustbins and electric poles in NDMC area	1.68
4)	Procurement of tablets and mobile phones for sub-station and service centres	0.23
5)	Smart Pedestrian Lights	30.7 (Cost revised to Rs. 28.64 Crore in the meeting of Board of Directors, NDMC Smart City Ltd. held on 30-12-2022)
6)	Lighting of Cycle Track around Nehru Park	1.73
7)	Fault locating Machine for HT cables	7.22
8)	Smart control LED lights replacement of HPSV lights	42.5
9)	Informative roadside panels	10.38
10)	Redevelopment of Bapu Samaj	32.62
11)	Palika citizen Lounge	2.91
	Total	143.29

(ii) Board of Directors of NDMC Smart City Ltd. had already accorded approval of A/A E/S for these works at the cost defined against them. As per current

information smart city mission is upto June 2023. All these funds of smart city have to be utilised upto June 2023 otherwise smart city funds will be lapsed. Out of these new projects following four new projects need to be informed to council to take up these works by NDMC.

- | | |
|--|-------------------|
| 1. ABT Meters | - Rs. 11.84 Crore |
| 2. Smart Pedestrian Lights | - Rs. 28.64 Crore |
| 3. Smart control LED lights replacement of HPSV lights | - Rs. 42.5 Crore |
| 4. Informative Roadside Panels | - Rs 10.38 Crore |

(Project of Redevelopment of Bapu Samaj costing Rs. 32.62 Crore already approved from Council and work is under progress).

(iii) Since, the Smart City Mission extended period is upto June 2023 and for successful execution and closure of the Smart City Mission council may authorise Chairman, NDMC to take any new project or make changes in the existing projects of NDMC Smart City Ltd.

5. FINANCIAL IMPLICATIONS OF THE PROJECT:

All the expenditure on these projects will be met from the Smart City Head of A/c COA 11-470.10.03(10/13) where sufficient funds are available. NDMC will get the departmental charges on execution of these works.

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

Works will be awarded within two months. Execution will be completed in next four months.

7.(a) FINAL COMMENTS OF THE FINANCE DEPARTMENT ON THE SUBJECT WITH DIARY NUMBER & DATE.

- A. Department has recommended and proposed to submit the following before the Council for approval:-
- i. To take up four new smart city projects by NDMC as deposit works as referred at Para 4 (ii) the draft agendum.
 - ii. To authorise Chairman, NDMC to take any new project or make changes in the existing projects of NDMC Smart City Ltd. or any other decision for successful completion of smart city projects and closure of projects under Smart City Mission.
- B. Vide para-4 of the draft agendum the department has brought out a list of new projects approved by NDMC Smart City Ltd total amount of Rs. 143.29 Crore, and as per the delegated financial power all the works above Rs. Four Crore are approved by Council.
- C. Department has also brought out that all the expenditure on these projects will be met from the Smart City Head of A/c COA 11-470.10.03(10/13) where sufficient funds are available. NDMC will get the departmental charges on execution of these works (para-5 of the draft agendum).
- D. In view of the urgency shown by the department for execution of works prior to deadline date of June'2023, Department is advised to process the case further for seeking approval of the Council as proposed in Para-4 of draft agenda after ensuring and certifying that interest of the NDMC has been safeguarded in all respect.

- E. While proceeding case further, the department may ensure & certify that estimates are prepared as per the relevant para 3.1.1.1 of CPWD works Manual 2022 and other applicable provision thereof, and the demand of funds are raised as per the MoU dt. 18.7.2018 executed between NDMC & NDMCSCL.
- F. 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 agendum (placed under Reference at Sr. No.1) in non-editable format under ToC.

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

Replies to the finance departments comments are as under:-

- D. Department will insure and certify that interest of the NDMC has been safeguarded in all respect.
- E. The department will ensure & certify that estimates are prepared as per the relevant para 3.1.1.1 of CPWD works Manual 2022 and other applicable provision thereof, and the demand of funds are raised as per the MoU dt. 18.7.2018 executed between NDMC & NDMCSCL.
- F. As advised by finance 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 agendum have been incorporated (placed under Reference at Sr. No.1) in non-editable format under TOC.

8. LEGAL IMPLICATION OF THE SUBJECT/PROJECT:

No specific legal issue is involved at this stage.

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

Memorandum of Agreement (MOA) between NDMC and NDMC Smart City Ltd. from Council vide Item No. 07 (D-02) dated 28-05-2018 (Copy placed at Annexure-"D") (See pages 95 - 103).

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

1. The draft agendum placed at TOC no. 997365/2023/S.E.(R-II)Civil, is regarding the following recommendations i.e. to take up the four new smart city projects by NDMC as deposit works as referred at Para 4. (ii), of the draft agendum, & to authorize the Chairman, NDMC to take any new project or make changes in the existing projects of NDMC Smart City Ltd., or any other decision for successful completion of smart city projects and closure of projects under Smart City Mission.
2. The said agendum primarily involves financial, and technical / administrative issues; the same have already been examined by the Finance Department and Electrical Engineering Department, respectively.
3. Having examined the contents of the draft agendum from the legal point of view, it is observed that no specific legal issue is involved at this stage.

4. However, the concerned department may ensure the correctness of facts, words and figures mentioned therein. The compliance of applicable provisions of GFR / CPWD Works Manual / CVC Guidelines, & rules regarding delegation of power (as may be applicable), may be ensured by the concerned department. Any typographical error(s) may also be removed by the concerned deptt..

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

The department will ensure the correctness of facts, words and figures mentioned in the Draft Agendum. The compliance of applicable provisions of GFR / CPWD Works Manual / CVC Guidelines, & rules regarding delegation of power (as may be applicable), is ensured by the department. It is certified that all Central Vigilance Commission (CVC) guidelines has been followed while processing the case.

12. **RECOMMENDATIONS:**

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

- i) To take up these four new smart city projects by NDMC as deposit works as referred at Para 4 (ii) above.
- ii) To authorise Chairman, NDMC to take any new project or make changes in the existing projects of NDMC Smart City Ltd. or any other decision for successful completion of smart city projects and closure of projects under Smart City Mission.

13. **DRAFT RESOLUTION:**

COUNCIL'S DECISION

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

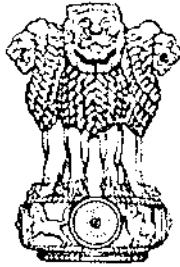
- i) To take up these four new smart city projects by NDMC as deposit works as referred at Para 4 (ii) above.
- ii) To authorise Chairperson, NDMC to take any new project or make changes in the existing projects of NDMC Smart City Ltd. or any other decision for successful completion of smart city projects and closure of projects under Smart City Mission.
- iii) The Council further directed the department to avail maximum funds available from Smart City Mission. Any shortfall may be met from NDMC funds.

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

84-

Annexure - A



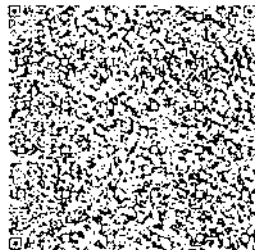
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL30088961275416Q
Certificate Issued Date	: 24-May-2018 03:19 PM
Account Reference	: IMPACC (IV)/ d1823503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL823503639923296220920
Purchased by	: NEW DELHI MUNICIPAL COUNCIL
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NEW DELHI MUNICIPAL COUNCIL
Second Party	: NEW DELHI MUNICIPAL COUNCIL SMART CITY LTD
Stamp Duty Paid By	: NEW DELHI MUNICIPAL COUNCIL
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and executed at New Delhi on this the 13th day of July 2018

BY & BETWEEN

NEW DELHI MUNICIPAL COUNCIL, constituted vide The New Delhi Municipal Council Act, 1994 passed by Parliament in May 1994, having its Head/Registered office at Palika Kendra, Sansad Marg, New Delhi -110001 (hereinafter referred to as "NDMC")

[Signature]
Secretary
Palika Kendra, Sansad Marg, New Delhi

[Signature]
NIDHI SRIVASTAVA
IAS

- 85 -

which expression shall, unless repugnant to the context or meaning, be deemed to include its successors, administrators, liquidators and its permitted assigns or legal representatives) of the ONE PART

And

NEW DELHI MUNICIPAL COUNCIL SMART CITY LIMITED, a company registered under the provisions of Companies Act, 2013 and having its registered office at Room No. 2001-A, 2nd Floor, Palika Kendra New Delhi 110001 (hereinafter referred to as "NDMCSCCL" which expression shall, unless repugnant to the context or meaning, be deemed to include its successors, administrators, liquidators and its permitted assigns or legal representatives) of the OTHER PART

NDMC and NDMCSCCL are collectively referred to as 'Parties' and individually as 'Party.'

This Memorandum of Agreement sets out the terms and understanding between the two parties NDMC and NDMCSCCL. Both the Parties are independent entities which seek to use same facilities as under Smart City Mission.

The Agreement may be modified by mutual consent of the authorized officials of both the bodies. The Agreement will become effective upon the signatures of the officials and will remain effective until modified or terminated by the authorised officials.

I. DEFINITIONS:

The following terms which are not defined otherwise in this Agreement shall have the meanings indicated below:

- 1) "Agreement" shall mean this Memorandum of Agreement signed between the Parties.
- 2) "AMC" shall mean Annual Maintenance Contract executed by the Parties from time to time in furtherance of the Projects.
- 3) "Central Government" shall mean Government of India.
- 4) "CPWD" shall mean Central Public Works Department.
- 5) "Deposit Work" shall mean works of construction /repairs/maintenance, cost of which is met out of the government grants or financed from non-government sources.
- 6) "Effective Date" shall mean the date of signing of this Agreement.
- 7) "GFR" shall mean General Financial Rules issued by Ministry of Finance, Government of India.

Gestali Jara
SECRETARY

New Delhi Municipal Council

22

Nidhi Srivastava
NIDHI SRIVASTAVA
IAS

86-

- 8) "GST" shall mean Goods and Services Tax as amended from time to time.
- 9) "GOI" shall mean Government of India.
- 10) "Local Laws" shall mean Laws of India as applicable to the Parties and to this Agreement.
- 11) "MOA" shall mean Memorandum of Agreement
- 12) "NDMC" shall mean New Delhi Municipal Council
- 13) "NDMCSCSCL" shall mean New Delhi Municipal Council Smart City Limited.
- 14) "Project" shall mean Smart City Development Projects in accordance with the Smart City Mission of Government of India.
- 15) "State Government" shall mean Government of National Capital Territory of Delhi.

Whereas NDMCSCSCL Project is carried out on the directions of the Board of Directors and all the important decisions are taken by the consent of the Board of Directors.

Pursuant to the order no. 181, dated 31/05/2018 passed by Government of National Capital Territory of Delhi, Ms. Nidhi Srivastava is holding an additional charge as Chief Executive Officer of NDMCSCSCL during the leave period of Ms. Juhi Mukherjee, the Chief Executive Officer of NDMCSCSCL in pursuance of Government of India, Ministry of Housing and Urban Affairs.

Copy of the Order Letter with regard to the same is annexed as Annexure 1.

And Whereas the main objective of this agreement is to implement, manage and monitor arrangements made for the Smart City Development Projects for the area under "New Delhi Municipal Council" in accordance with the Smart City Mission Guidelines issued By Government of India.

And Whereas it was agreed to the following:

- 1) NDMCSCSCL shall be a 100% subsidiary of NDMC, approval and sanction of the Projects including their technical appraisal shall be properly executed.
- 2) NDMC shall be responsible for the execution of Smart City proposal with complete operational freedom.
- 3) Parties shall comply with the requirements of the Central Government, other Ministries, Departments of the Government of India, State Government Rules and Regulation, Local Laws etc for implementation of the Smart City Mission.
- 4) NDMCSCSCL shall remain a 100% subsidiary of NDMC, and as a responsible municipal council all responsibility and obligation towards verification of bills raised with respect to

Gustali Jare
SECRETARY
New Delhi Municipal Council

NIDHI
NIDHI

87 -

the Project executed by NDMC as per Deposit Work basis according to the provisions laid down in the CPWD Manual/ GFR on behalf of NDMCSCL shall be carried out by NDMC by ensuring proper internal controls and best practices. Re-imbursement of the expenditure incurred on actual basis along with all the applicable taxes, if any, including departmental charges as admissible under CPWD manual/GFR shall be paid by NDMCSCL to NDMC.

- 5) Undertake review of activities of Smart City Mission including budget, implementation of Projects, preparation of Smart City Proposal and co-ordination with other missions/schemes and activities of various ministries/department.
- 6) Any construction/upliftment/re-modification on any asset of NDMC under the Smart City Mission shall not dilute the right of NDMC and it shall be the exclusive owner of that asset.
- 7) Ensure that Project is carried out on Deposit Work basis according to the provisions laid down in the CPWD Manual/ GFR. The scope of activities including planning and designing of various Projects including high rise building, housing complex etc in the Smart City Project shall be as per guidelines and adequate approvals.
- 8) Either of the Parties may enter into contracts, partnerships and service delivery arrangements with Indian as well as foreign entities, as required for the implementation of the Smart City Mission.
- 9) Any other functions as delegated by the Central Government/State Government/NDMCSCL within the scope of Smart City Mission.
- 10) Parties agree to invest adequate resource and funds to promote the Project and to achieve the same, Parties shall in its various campaign, provide coverage and publicity for the Project to ensure success and meeting of target set.

II. SCOPE OF SERVICES TO BE PERFORMED BY NDMC

NDMC's role in the above Project will be of the executing entity responsible for completion and implementation of approved Projects. Scope of Project of NDMC shall be as follows:-

- 1) NDMC will maintain assets created for the purpose of this Project under this Agreement. The cost for maintenance of these assets including AMC's etc are to be borne by NDMC.
- 2) To monitor monthly, physical and financial progress of the Project, prepare a consolidated report and submit to NDMCSCL. Submit a report to NDMCSCL regarding Project completion and expenditure incurred along with recommendations in accordance with all documents pertaining to the Project.

Geetali Jari

SECRETARY

New Delhi Municipal Council
Palika Keshav Puram, New Delhi

4

NIDHI SRIVASTAVA

CEO, NDMCSCL

88-

- 3) NDMC shall obtain all the license clearances for the Project from the concerned authorities whenever required. Settlement of all the disputes attributable to NDMC with public / statutory / local / state authorities and contractors etc. shall rest with NDMC.

III. SCOPE OF SERVICES TO BE PERFORMED BY NDMCSCL

- 1) NDMCSCL shall be responsible for monitoring and evaluation of completion and progress of the work/activities carried out by NDMC according to the time-frame with regard to the Project.

IV. RELEASE OF FUNDS

- 1) To facilitate smooth execution of the Project and to complete the Project within the stipulated time frame NDMCSCL shall ensure that the required funds are released to NDMC. It is understood by the parties that funding of the Project will be as per the Project requirement and should NDMCSCL receive direct funding from the Ministry of Urban Development, Government of India for the Project it shall be bound to return NDMC investment in the Project as applicable and necessary.
- 2) NDMCSCL shall arrange to release the payments of the Project in accordance with the provisions as mentioned in clause IV (1).

V. PROJECT COST

- 1) The Project shall be executed by NDMC on behalf of NDMCSCL on Deposit Work basis.
- 2) The cost of equipment and services as paid to contractors and third parties for the Project under various contracts to be placed by NDMC on behalf of NDMCSCL for completion of the Project shall be borne by NDMCSCL further it is also agreed that all NDMC cost towards the Project shall be with NDMCSCL approval.
- 3) It is agreed that depending on the Site conditions, final solution design or for any other reason, the cost of the Project may undergo changes during the implementation of the Project. As such the final execution cost of the Project will be certified by NDMC based on the actual Project executed. The actual Project cost including applicable taxes and duties thereof to be paid by NDMCSCL shall be arrived at by NDMC only after the completion of the Project. In case of enhancement if the final execution cost is anticipated by NDMC to go beyond 10% of the estimated cost then in such a scenario NDMC shall seek prior approval of NDMCSCL.

Gustaf Thore
S.E.(R-14) Civil
New Delhi
Pankaj Kumar

Nidhi Srivastava
NIDHI SRIVASTAVA
IAE
CEO NDMCSCL

VI. TAXES AND DUTIES

- 1) All existing statutory taxes, duties and levies as amended from time to time by any Act/Notification of the Government or any other local bodies shall be applicable to the Project.
- 2) In case of any changes in relation to tax rates etc. on account of applicability of Goods and Services Tax (GST) then the applicable GST shall be paid by NDMCSCL and NDMC as per law.

VII. REVENUE SHARING

- 1) NDMC and NDMCSCL shall decide the revenue sharing arrangement mutually as agreed by both the Parties taking in account necessary supporting documents such as monthly billed amount and revenue receipts excluding Taxes and other levies (as applicable).

VIII. ARBITRATION

- 1) The Agreement shall be governed by and contracted in accordance with the laws of India. Any dispute or difference arising out of the Agreement shall be amicably settled between the Parties.
- 2) In case of non- settlement of dispute or difference by committee comprising of the Chairperson of NDMC and CEO of NDMCSCL, the matter shall be within 30 days referred to and be settled by the sole Arbitrator appointed by the Board of Directors NDMCSCL and Chairman NDMC jointly, in terms of the Arbitration and Conciliation Act, 1996. The Parties will not be entitled to any pendent elite interest during the arbitration proceedings and no such claim shall be raised before the Arbitrator.
- 3) The parties to dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- 4) The venue of Arbitration shall be at New Delhi.
- 5) This Agreement shall be subject to the jurisdiction of the court at New Delhi.

IX. TERMINATION

- 1) NDMCSCL may without prejudice to any other remedy for breach of contract by written notice of default sent to NDMC terminate this contract in whole or in part.

Goutam Jais
S.E. (Rd-II) Civil
New Delhi
Palka Road, New Delhi

< 90 -

- (a) if NDMC fails to meet the timelines of the Project within the time period specified in the contract or any extension granted by NDMCSCL;
- (b) if NDMC fails to perform any other obligation under the Contract and;
- (c) if NDMC in either of the above circumstances does not remedy its failure within the period of 15 days (or such longer period as NDMCSCL may authorize in writing) after receipt of the default notice from NDMCSCL.

IX (I) Consequence of Termination

- 1) On winding-up NDMCSCL shall handover all the assets to NDMC.
- 2) The parties shall render final accounts within thirty (30) days from the date of cessation of the Agreement and shall settle and pay all outstanding amounts due within one (1) month thereafter.
- 3) NDMCSCL reserves the right to terminate this Agreement if it is uneconomical or inexpedient for it to continue to fulfill its obligations and duties set out in the Agreement.
- 4) NDMC shall continue running services which will be dealt as per commercial agreement and arrangements, based on mutual discussion.

X. ASSIGNMENT

- 1) Unless otherwise agreed in writing, no rights, benefits or obligations under this Agreement may be assigned by a party without prior written consent of the other Party.
- 2) If either Party appoints an agent for the purpose of this Agreement & notifies the other Party, then the other party shall deal with the appointed agent for such purpose until the first party notifies the other party that the said appointment has been terminated. Notwithstanding the above, both Parties hereto shall be solely and primarily responsible for performance of their obligations under this Agreement.

XI. GOVERNING LAW AND JURISDICTION

- 1) This Memorandum of Agreement is governed by and construed in accordance with the laws of India.

Gautami Devi
S.E. (R-II) Civil
Panna Kendra, Indore

Nidhi Srivastava
NIDHI SRIVASTAVA
CEO, NDMCSCL

- 91 -

2) The parties irrevocably agree that the courts of New Delhi have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Memorandum of Agreement.

WITNESS WHEREOF, duly authorised representatives of NDMC and NDMCSCL have signed this MOA as of the date last written below (the 'Effective Date').

New Delhi Municipal Council	New Delhi Municipal Council Smart City Limited
-----------------------------	--

Greetali Tare
 SECRETARY
 New Delhi Municipal Council
 (Signature) Kendra, New Delhi.
 Name: *Greetali Tare*
 Title: *Secretary, NDMC*
 Date: 18.07.2018

Nidhi Srivastava
 (Signature) NIDHI SRIVASTAVA
 IAS
 CEO, NDMCSCL
 Name: *Nidhi Srivastava*
 Title: *CEO*
 Date: 18.07.2018

In the presence of

In the presence of

(Signature)

(Signature)

Name:

Name:

92-

Amendment - B

NEW DELHI MUNICIPAL COUNCIL
SMART CITY LIMITED: ZONAL CENTRE
FIRE BRIGADE LANE: NEW DELHI

No.NDMCSCL/F&A/352-A/D

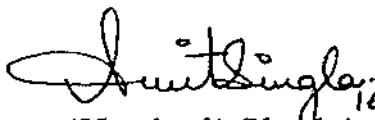
Dated: 16/10/2020

AMENDMENT

**Subject: Amendment in respect of Clause 4 of MOA between NDMC
Smart City Limited and NDMC**

The board of NDMC Smart City Limited has amended the clause 4 of Memorandum of Agreement executed between NDMC Smart City Limited and NDMC vide agenda item No.2 of 2020-21 dated 04.09.2020. The said clause shall be read which is as under:-

“NDMCSCL shall remain a 100% subsidiary of NDMC, and as a responsible municipal council all responsibility and obligation towards verification of bills raised with respect to the Project executed by NDMC as per Deposit Work basis according to the provisions laid down in the CPWD Manual/GFR on behalf of NDMCSCL shall be carried out by NDMC by ensuring proper internal control and best practices. NDMC shall place demand for advance on quarterly basis. Paid vouchers will be submitted by NDMC as per schedule prescribed by NDMCSCL. Departmental charges as admissible under CPWD manual/GFR shall be paid by NDMCSCL to NDMC.”


16/10/2020

(Mr. Amit Singla), IAS
Secretary,
NDMC


16/10/2020

(Dr. B.M. Mishra) IAS
CEO, NDMC
Smart City Ltd.

93-

Amesure-C

F.No. K-14012/101(04)/2021-SC-III-A
Government of India
Ministry of Housing and Urban Affairs
Smart Cities Mission

Nirman Bhawan, New Delhi
Dated: 27th May 2022

To,

Principal Secretaries of all States & UTs

Subject: Additional time to work-order projects funded through grants under SCM-Reg.

Sir/ Madam,

The Smart Cities Mission has been extended till June 2023. In order to complete all Mission projects on time, a decision was taken to issue work orders of grant funded projects by 31 March 2022. All cities undertook this challenge positively and hence almost all such projects have been work-ordered within the stipulated date.

2. Now, the Ministry is in receipt of requests from few Smart Cities to allow relaxation in issuance of work orders for the projects that could not be finalised within the target date, *viz.* 31st March, 2022, due to various reasons. It may be appreciated that the commitment for issuance of work orders within the stipulated time was set so as to ensure timely completion of all projects under the Mission period.

3. In this regard, I am directed to say that pursuant to the requests received by the Ministry from few cities and in the interest of maximizing the benefits of the Mission to their citizens, it has been decided to allow certain relaxations for issuance of work orders for SCM funded projects, subject to the projects falling in the following categories:

- Projects in North-Eastern/ Hilly States and cities selected in Round 4 of competition.
- Projects to be funded under SCM grants which have already been tendered as on 31 March 2022.
- Projects of nature as below, to be taken up from savings/ balances under SCM grant available with cities.
 - ICI projects *viz.* implementation or augmentation of Integrated Command and Control Centres, communication and sensing devices, digital infrastructure like smart classrooms/ skilling centres, digital libraries, web/ mobile applications for citizen services, etc.

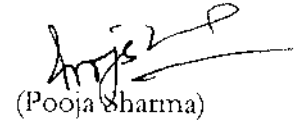
94-

- Pilots and work orders on CIN platform using the SmartProcure guidelines.
- Any project towards achieving goals as set under the five National challenges launched by MoHUA viz. Cycles4Change, Streets4People, Transport4All, Nurturing Neighbourhoods, and EatSmart Cities Challenge

4. It may further be noted that while issuing work orders for these remaining projects, the cities should ensure that they are work-ordered before 31 July, 2022 and should be of size and nature that can be completed before end of the Mission period.

5. This issues with the approval of Joint Secretary & Mission Director(SCM).

Yours faithfully,



(Pooja Sharma)

Under Secretary to the Govt. of India

Tel: 011-23061081

Copy To: CEOs of 100 Smart Cities

52 95-

Annexure - 'D'

ITEM NO. 07 (D-02)

Copy of Memo No. 07 (D-02)
of
Standing Order Meeting
Date: 28.05.2018

1. Name of the Subject/Project

Memorandum of Agreement (MOA) between NDMC and NDMC Smart City Ltd.

2. Name of the Department/departments concerned

Finance Department

3. Brief history of the Subject/Project

NDMC Special Purpose Vehicle has been formed in accordance with the Smart City Guidelines formulated by the Govt. of India, Ministry of Urban Development to function as Special Purpose Vehicle created for this purpose. NDMCSCL being a company incorporated under Companies Act, 2013 is a separate entity. While conducting the audit for financial year ending on 31st March, 2017, the Statutory Auditors of the NDMCSCL has raised a query that since the Company has engaged NDMC to execute the Smart City projects for the company on the deposit work basis, therefore a formal agreement /Memorandum of Understanding should be entered between NDMC and NDMC Smart City Ltd.

4. Detailed proposal on the Subject/Project

In compliance of observations of NDMCSCL's Statutory Auditors, a Memorandum of Agreement (MOA) between NDMC and NDMC Smart City Ltd has been prepared and annexed at "A" (See pages 54 - 60)

5. Financial implication of the proposed Project/Subject

Since the instant proposal is regarding signing of Memorandum of Agreement (MOA) between NDMC and NDMCSCL, no financial implication is involved at this stage.

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

There will be smooth transaction between NDMC and NDMCSCL for execution of deposit works after signing the MOA.

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

The case has been initiated and seen by the Finance Department.

8. Legal Implication of the Subject/Project

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

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

Since the draft MOU has already been framed by Legal Counsel as is discernible from the noting dated 08.03.2018 and approved by Chairman, nothing is left for the department to examine in this regard.

CS NDMCSCL
[Signature]

14.05.2018

53, 96-

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

Not applicable as matter is related to signing the Memorandum of Agreement (MOA) between NDMC and NDMC, SCL.

12. Recommendation

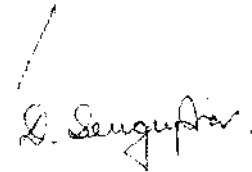
The case is laid before the Council for information

13. Draft Resolution

Memorandum of Agreement (MOA) between NDMC and NDMC SCL.

COUNCIL'S DECISION

Information noted.



Per Secretary
New Delhi Municipal Council
New Delhi

To,

The Board of Directors
New Delhi Municipal Council Smart City Limited
Room No. 2001-A, 2nd Floor,
Palika Kendra New Delhi-110001

This letter serves as a formal agreement between New Delhi Municipal Council (NDMC) and New Delhi Municipal Council Smart City Limited (NDMCSCCL), whereby both the Parties enter into an understanding for proper management and execution of the work of the Smart City Development Project in accordance with the Smart City Mission and the guidelines as set forward by Ministry of Urban Development (MOUD).

It is hereby requested to please sign this agreement, retain one copy for your file and return one copy to New Delhi Municipal Council (NDMC).

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT is made and executed at New Delhi on this the ____ day of March 2018.

BY & BETWEEN

NEW DELHI MUNICIPAL COUNCIL constituted vide The New Delhi Municipal Council Act, 1994 passed by Parliament in May 1994, having its Head/Registered office at Palika Kendra, Sansad Marg, New Delhi -110001 (hereinafter referred to as "NDMC" which expression shall, unless repugnant to the context or meaning, be deemed to include its successors, administrators, liquidators and its permitted assigns or legal representatives) of the ONE PART

And

NEW DELHI MUNICIPAL COUNCIL SMART CITY LIMITED, a company registered under the provisions of Companies Act, 2013 and having its registered office at Room No. 2001-A, 2nd Floor, Palika Kendra New Delhi 110001 (hereinafter referred to as "NDMCSCCL" which expression shall, unless repugnant to the context or meaning, be deemed to include its successors, administrators, liquidators and its permitted assigns or legal representatives) of the OTHER PART

NDMC and NDMCSCL are collectively referred to as 'Parties' and individually as 'Party'.

This Memorandum of Agreement sets out the terms and understanding between the two parties NDMC and NDMCSCL. Both the Parties are independent entities which seek to use same facilities as under Smart City Mission.

The Agreement may be modified by mutual consent of the authorized officials of both the bodies. The Agreement will become effective upon the signatures of the officials and will remain effective until modified or terminated by the authorised officials.

I. DEFINITIONS:

The following terms which are not defined otherwise in this Agreement shall have the meanings indicated below:

- 1) "Agreement" shall mean this Memorandum of Agreement signed between the Parties.
- 2) "AMC" shall mean Annual Maintenance Contract executed by the Parties from time to time in furtherance of the Projects.
- 3) "Central Government" shall mean Government of India.
- 4) "CPWD" shall mean Central Public Works Department.
- 5) "Deposit Work" shall mean works of construction /repairs/maintenance, cost of which is met out of the government grants or financed from non-government sources.
- 6) "Effective Date" shall mean the date of signing of this Agreement.
- 7) "GFR" shall mean General Financial Rules issued by Ministry of Finance, Government of India.
- 8) "GST" shall mean Goods and Services Tax as amended from time to time.
- 9) "GOI" shall mean Government of India.
- 10) "Local Laws" shall mean Laws of India as applicable to the Parties and to this Agreement.
- 11) "MOA" shall mean Memorandum of Agreement
- 12) "NDMC" shall mean New Delhi Municipal Council
- 13) "NDMCSCL" shall mean New Delhi Municipal Council Smart City Limited.
- 14) "Project" shall mean Smart City Development Projects in accordance with the Smart City Mission of Government of India.
- 15) "State Government" shall mean Government of National Capital Territory of Delhi.

-56- 99-

Whereas NDMCSCL Project is carried out on the directions of the Board of Directors and all the important decisions are taken by the consent of the Board of Directors.

Pursuant to the Board Meeting held on April 21, 2017 by NDMCSCL the Board of Directors:

- 1) Appointed Ms. Juhi Mukherjee as Chief Executive Officer of NDMCSCL with the approval of Government of National Capital Territory of Delhi.
- 2) Ms. Geetali Tare was appointed as Director Finance of NDMCSCL and authorized for necessary compliance under the Companies Act, 2013.

And Whereas the main objective of this agreement is to implement, manage and monitor arrangements made for the Smart City Development Projects for the area under "New Delhi Municipal Council" in accordance with the Smart City Mission Guidelines issued By Government of India.

And Whereas it was agreed to the following:

- 1) NDMCSCL shall be a 100% subsidiary of NDMC, approval and sanction of the Projects including their technical appraisal shall be properly executed.
- 2) NDMC shall be responsible for the execution of Smart City proposal with complete operational freedom.
- 3) Parties shall comply with the requirements of the Central Government, other Ministries, Departments of the Government of India, State Government Rules and Regulation, Local Laws etc for implementation of the Smart City Mission.
- 4) NDMCSCL shall remain a 100% subsidiary of NDMC, and as a responsible municipal council all responsibility and obligation towards verification of bills raised with respect to the Project executed by NDMC as per Deposit Work basis according to the provisions laid down in the CPWD Manual/ GFR on behalf of NDMCSCL shall be carried out by NDMC by ensuring proper internal controls and best practices. Re-imbusement of the expenditure incurred on actual basis along with all the applicable taxes, if any, including departmental charges as admissible under CPWD manual/GFR shall be paid by NDMCSCL to NDMC.
- 5) Undertake review of activities of Smart City Mission including budget, implementation of Projects, preparation of Smart City Proposal and co-ordination with other missions/schemes and activities of various ministries/department.
- 6) Any construction/upliftment/re-modification on any asset of NDMC under the Smart City Mission shall not dilute the right of NDMC and it shall be the exclusive owner of that asset.
- 7) Ensure that Project is carried out on Deposit Work basis according to the provisions laid down in the CPWD Manual/ GFR. The scope of activities including planning, and

. 57 - 100 -

designing of various Projects including high rise building, housing complex etc in the Smart City Project shall be as per guidelines and adequate approvals.

- 8) Either of the Parties may enter into contracts, partnerships and service delivery arrangements with Indian as well as foreign entities, as required for the implementation of the Smart City Mission.
- 9) Any other functions as delegated by the Central Government/State Government/NDMCSCSCL within the scope of Smart City Mission.
- 10) Parties agree to invest adequate resource and funds to promote the Project and to achieve the same, Parties shall in its various campaign, provide coverage and publicity for the Project to ensure success and meeting of target set

II. SCOPE OF SERVICES TO BE PERFORMED BY NDMC

NDMC's role in the above Project will be of the executing entity responsible for completion and implementation of approved Projects. Scope of Project of NDMC shall be as follows:-

- 1) NDMC will maintain assets created for the purpose of this Project under this Agreement. The cost for maintenance of these assets including AMCs etc are to be borne by NDMC.
- 2) To monitor monthly, physical and financial progress of the Project, prepare a consolidated report and submit to NDMCSCSCL. Submit a report to NDMCSCSCL regarding Project completion and expenditure incurred along with recommendations in accordance with all documents pertaining to the Project.
- 3) NDMC shall obtain all the license clearances for the Project from the concerned authorities whenever required. Settlement of all the disputes attributable to NDMC with public / statutory / local / state authorities and contractors etc. shall rest with NDMC.

III. SCOPE OF SERVICES TO BE PERFORMED BY NDMCSCSCL

- 1) NDMCSCSCL shall be responsible for monitoring and evaluation of completion and progress of the work/activities carried out by NDMC according to the time-frame with regard to the Project.

IV. RELEASE OF FUNDS

- 1) To facilitate smooth execution of the Project and to complete the Project within the stipulated time frame NDMCSCSCL shall ensure that the required funds are released to NDMC. It is understood by the parties that funding of the Project will be as per the Project requirement and should NDMCSCSCL receive direct funding from the Ministry of Urban Development, Government of India for the Project it shall be bound to return NDMC investment in the Project as applicable and necessary.

- 2) NDMCSCL shall arrange to release the payments of the Project in accordance with the provisions as mentioned in clause IV (1).

V. PROJECT COST

- 1) The Project shall be executed by NDMC on behalf of NDMCSCL on Deposit Work basis.
- 2) The cost of equipment and services as paid to contractors and third parties for the Project under various contracts to be placed by NDMC on behalf of NDMCSCL for completion of the Project shall be borne by NDMCSCL further it is also agreed that all NDMC cost towards the Project shall be with NDMCSCL approval.
- 3) It is agreed that depending on the Site conditions, final solution design or for any other reason, the cost of the Project may undergo changes during the implementation of the Project. As such the final execution cost of the Project will be certified by NDMC based on the actual Project executed. The actual Project cost including applicable taxes and duties thereof to be paid by NDMCSCL shall be arrived at by NDMC only after the completion of the Project. In case of enhancement if the final execution cost is anticipated by NDMC to go beyond 10% of the estimated cost then in such a scenario NDMC shall seek prior approval of NDMCSCL.

VI. TAXES AND DUTIES

- 1) All existing statutory taxes, duties and levies as amended from time to time by any Act/Notification of the Government or any other local bodies shall be applicable to the Project.
- 2) In case of any changes in relation to tax rates etc. on account of applicability of Goods and Services Tax (GST) then the applicable GST shall be paid by NDMCSCL and NDMC as per law.

VII. REVENUE SHARING

- 1) NDMC and NDMCSCL shall decide the revenue sharing arrangement mutually as agreed by both the Parties taking in account necessary supporting documents such as monthly billed amount and revenue receipts excluding Taxes and other levies (as applicable).

VIII. ARBITRATION

- 1) The Agreement shall be governed by and contracted in accordance with the laws of India. Any dispute or difference arising out of the Agreement shall be amicably settled between the Parties.
- 2) In case of non- settlement of dispute or difference by committee comprising of the Chairperson of NDMC and CEO of NDMCSCL, the matter shall be within 30 days referred to and be settled by the sole Arbitrator appointed by the Board of Directors NDMCSCL and Chairman NDMC jointly, in terms of the Arbitration and Conciliation

- Act, 1996. The Parties will not be entitled to any pendent elite interest during the arbitration proceedings and no such claim shall be raised before the Arbitrator.
- 3) The parties to dispute will share equally the cost of arbitration as intimated by the Arbitrator.
 - 4) The venue of Arbitration shall be at New Delhi.
 - 5) This Agreement shall be subject to the jurisdiction of the court at New Delhi.

IX. TERMINATION

- 1) NDMCSCL may without prejudice to any other remedy for breach of contract by written notice of default sent to NDMC terminate this contract in whole or in part.
 - (a) if NDMC fails to meet the timelines of the Project within the time period specified in the contract or any extension granted by NDMCSCL;
 - (b) if NDMC fails to perform any other obligation under the Contract and;
 - (c) if NDMC in either of the above circumstances does not remedy its failure within the period of 15 days (or such longer period as NDMCSCL may authorize in writing) after receipt of the default notice from NDMCSCL.

IX (I) Consequence of Termination

- 1) On winding-up NDMCSCL shall handover all the assets to NDMC.
- 2) The parties shall render final accounts within thirty (30) days from the date of cessation of the Agreement and shall settle and pay all outstanding amounts due within one (1) month thereafter.
- 3) NDMCSCL reserves the right to terminate this Agreement if it is uneconomical or inexpedient for it to continue to fulfill its obligations and duties set out in the Agreement.
- 4) NDMC shall continue running services which will be dealt as per commercial agreement and arrangements, based on mutual discussion.

X. ASSIGNMENT

- 1) Unless otherwise agreed in writing, no rights, benefits or obligations under this Agreement may be assigned by a party without prior written consent of the other Party.
- 2) If either Party appoints an agent for the purpose of this Agreement & notifies the other Party, then the other party shall deal with the appointed agent for such purpose until the first party notifies the other party that the said appointment has been terminated. Notwithstanding the above, both Parties hereto shall be solely and primarily responsible for performance of their obligations under this Agreement.

- 60 - / 103 -

XI. GOVERNING LAW AND JURISDICTION

- 1) This Memorandum of Agreement is governed by and construed in accordance with the laws of India.
- 2) The parties irrevocably agree that the courts of New Delhi have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Memorandum of Agreement.

WITNESS WHEREOF, duly authorised representatives of NDMC and NDMCSCL have signed this MOA as of the date last written below (the 'Effective Date')

New Delhi Municipal Council	New Delhi Municipal Council Smart City Limited
-----------------------------	--

_____ Name:	_____ Name:
_____ Title:	_____ Title:
_____ Date:	_____ Date:
 In the presence of	 In the presence of
_____ Name:	_____ Name:

ITEM NO. 12 (Health)**1. Name of the Subject / Project:-**

Construction/reconstruction of Smart PTUs/CTUs at new sites and old existing sites of Garbage Stations/PTUs with Advertisement Rights in NDMC area on PPP Model (Group-A, A1 & A2).

2. Name of the Department: - Swachhta Division under Health Department.**3. Brief History of the Subject / Project:-**

1. Under the Swachh Bharat Mission of Government of India, NDMC is committed to provide the basic amenities with clean and green environment to public at large by providing sufficient number of public toilets in NDMC area to eliminate open defecation / urination in NDMC area.

2. To eliminate open defecation / urination in area, Council has already approved tender for Group No. A1 & A2 vide Reso. No. 13(A-05) dated 26.04.2016 and for Group No. A vide Reso. No. 40 (A-26) dated 25.07.2016 for Construction / Reconstruction of 109 Smart PTU's/CTU's in three groups as detailed below on PPP model with operation and maintenance for concession period of 10 years as per RFP documents which are as under:-

Sr. No	Group	Nos. of PTU's/CTU's as per RFP	Concession fee per month	Agency / concessionaire
1	A1	35	2,75,555/- + 5% escalation per year.	M/s Lion Manpower Solution Pvt. Ltd.
2	A2	35	2,75,555/- + 5% escalation per year.	M/s Supreme Advertising Pvt. Ltd.
3	A	39	2,75,555/- + 5% escalation per year.	M/s Lion Manpower Solution Pvt. Ltd.
Total		109		

3. The cost for construction / reconstruction of PTU's/CTU's as well as operation & maintenance are to be borne by the concessionaire in accordance with the terms and conditions of concession agreement. The NDMC has provided the space for toilets.

4. As per the existing concession agreement clause 4.3 (e) & 4.3 (f) and 5.4 (f) (Annexure-1, See pages 108 - 121) regarding advertisement on Toilets has been mentioned that -

Under Clause 4.3 (e) The advertisement is the major source of revenue from permitted advertisement space as per the design approved by the NDMC (15 sq. mtr per smart PTUs/CTUs subject to maximum 18 sq. mtr) and other permitted commercial activities such as e-commerce AIM, Potable Water ATMs's / Vending Machines, Wi-Fi etc.

Under Clause 4.3 (f) In case for Digital advertisements panels the necessary permissions have to be obtained from Delhi Police and other statutory body. Similar necessary approval/permission for wi-fi from the statutory body/department have to be obtained by the Concessionaire

Under Clause 5.4 (f) The advertisement panel shall be of back lit advertising display panels and digital advertising panels with prior approval of Delhi Police and other statutory body.

As per Delhi Outdoor Advertisement Policy 2017 - (Annexure-2 See pages 122 - 182)

"As per DOAP 2017 clause 6.1 Summary for category – I devices S.No. 1.7 Variable message advertising devices such as LED, LCD screen etc. are permitted in commercial area, and in mixed land used area permitted with the approval of Commissioner / Chairman, of NDMC".

"As per DOAP 2017 clause 7.2 S.No 2.1 Public Amenities mounted devices:- Garbage and toilet facilities the advertisement are permitted only over approved surfaces of specified proprieties designed for providing certain civic amenity / facility / service for public benefit".

As per Outdoor Policy 2017 Clause-2(9) shows that *"Once in effect, all approvals will be taken in compliance with the provisions of the policy. However, advertisement contracts already approved by the concerned authorities will continue as such till the expiry of the contract period".*

The list of PTUs wherein LED advertisements are displayed at present are as under:-

- Lodhi Garden, Max Muller Marg side.
- St. Martin Marg adjoining Manas Marg.
- Panchkuian Road outside Lady Hardin Hospital.
- R.K. Ashram Marg near Palika Place (Commercial).
- Vinay Marg near CSOJ playground.
- Satya Marg Opp. Yashwant Place (Commercial).
- T-junction, Bhai Veer Singh Marg and Kali Bari Marg (Commercial).
- Maulana Azad Road in front of Udyog Bhawan.
- Outer Circle Connaught Place near Chelmsford road turning (Commercial).
- Outer Circle Connaught Place near Shivaji Bus Terminal turning (Commercial).
- Outer Circle Connaught Place near ESS House (Commercial).
- Gol Dak Khana.
- Smart PTU near Shastri Market (Commercial).
- PTU at ECE House, outer Circle, Connaught Place (Commercial).
- Khan Market corner at Subramaniam Bharti Marg (Commercial).
- Near Metro station Patel Chowk, Ashoka Road.
- Opp. Shastri Bhawan, Dr. Rajendra Prasad Road
- C- Hexagon India Gate.
- Safdarjung Hospital, Aurbindo Marg (Commercial).
- Humayun Road Near Petrol Pump
- Outside Safdarjung Hospital Ring Road
- Lodhi Garden Gate no. 4
- Middle Circle, E-Block, CP, RR-7
- Middle Circle, E-Block, CP, RR-6
- Middle Circle, K-Block, between RR-4 and RR-5
- Middle Circle, D-Block, CP

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

The case is submitted to the Competent Authority i.e. Council for information of the following clause of agreement-

(i) The work for construction of PTU's/CTU's was already awarded by the Council vide Resolution No. 13(A-05) Group A1 & A2 dated 26.04.2016 and for Group A Resolution. No. 40 (A-26) dated 25.07.2016. Where the provision for Advertisement LED Panel was exists in the agreement clause 4.3 (e) & 4.3 (f) & 5.4 (f). The agencies have installed the LED panels of approved location after receiving the permission from Delhi Traffic Police as per conditions of the agreement

(ii) Further, the relevant clause of DOAP 2017 have also been placed in the brief history of the Subject / Project.

(iii) The case was sent to the EBR Department and their report is attached at Annxure-5 (See pages 204 -205) .

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

The concessionaires are paying monthly revenue to the NDMC on regular basis as per agreement.

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

The running contract in lieu of the advertisement is for 10 years upto 2027.

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

No financial implication involved

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

No legal implication involved

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

Resolution No. 13(A-05) (Annexure-3 See pages 183 - 189) Group A1 & A2 dated 26.04.2016 and for Group A Resolution. No. 40 (A-26) dated 25.07.2016 (Annexure-4 See pages 190 - 203).

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

NA

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 submitted for information to be placed before the council for: -

The work for construction of PTU's/CTU's was already awarded by the Council vide Resolution No. 13(A-05) Group A1 & A2 dated 26.04.2016 and for Group A Resolution. No. 40 (A-26) dated 25.07.2016. Where the provision for Advertisement LED Panel exists in the agreement clause 4.3 (e) & 4.3 (f) and

5.4(f). The agencies have installed the LED panels of approved location after receiving the permission from Delhi Traffic Police as per terms and conditions of the agreement.

As per Outdoor Policy 2017 Clause-2(9) shows that *"Once in effect, all approvals will be taken in compliance with the provisions of the policy. However, advertisement contracts already approved by the concerned authorities will continue as such till the expiry of the contract period".*

13. Draft Resolution: -

For information to the Council

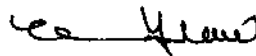
COUNCIL'S DECISION

Deferred. The Council further felt that the department may require a new policy, to be formulated by the Department. It was further directed by the Council that recoveries, if any, noted in the report of Chief Auditor, be initiated against the agencies wherever applicable for violation of terms of the contract. The Standing Committee on Audit may ensure timely follow up on the Audit Report.

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



(ARVIND KEJRIWAL)
PRESIDING OFFICER

5.4(f). The agencies have installed the LED panels of approved location after receiving the permission from Delhi Traffic Police as per terms and conditions of the agreement.

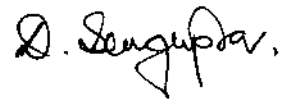
As per Outdoor Policy 2017 Clause-2(9) shows that *"Once in effect, all approvals will be taken in compliance with the provisions of the policy. However, advertisement contracts already approved by the concerned authorities will continue as such till the expiry of the contract period"*.

13. Draft Resolution: -
For information to the Council

COUNCIL'S DECISION

Deferred. The Council further felt that the department may require a new policy, to be formulated by the Department. It was further directed by the Council that recoveries, if any, noted in the report of Chief Auditor, be initiated against the agencies wherever applicable for violation of terms of the contract. The Standing Committee on Audit may ensure timely follow up on the Audit Report.

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.



V-11031/22/2023-E.E.(RIP)/Civil

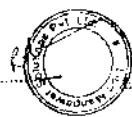
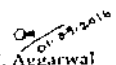
NEW DELHI MUNICIPAL COUNCIL
CIVIL ENGINEERING DEPARTMENT
 (RIP DIVISION)

ORIGINAL AGREEMENT NO. 04 /EE(RIP)2016-17
 (CONCESSION AGREEMENT OF 'GROUP-A' FOR 39 PTU/CTUs)

1. Subj: Construction/Reconstruction of Smart PTU/CTUs at new sites and on old existing sites of Garbage Station/ PTUs with advertisement rights in NDMC area on PPP model.
2. Name of Contractor:- M/s Lion stanpower Solution Pvt. Ltd
3. Address:- 10, 3rd floor, LSC, B-1, Vasant Kunj, New Delhi-110070.
4. Estimated cost put to tender based on DSR 2014:- NIL being Design, Finance, Built, Operate and Transfer (DFBOT) basis
5. Concession Fees:- Minimum 33,96,000/- (Three Lakh Ninety Six Thousand only) Per Month payable in Quarterly Installment in Advance over the Concession Period. The license fee payable shall be increased by 5% (Five Percent) per year on the previous year license fee in subsequent years till end of the concession period. (vide Resolution No-16(A-2.G) dt. 25/07/2016)
6. Type of agreement: Percentage/Item /Lump sum rate:- DFBOT Project on Concession Basis
7. Percentage above/below estimated cost:- NIL
8. Date of signing of agreement:- 01.09.2016
9. Stipulated period and date of completion:- 10 years
10. Actual date of completion:- -
11. Defect liability period and date:- NIL
12. Actual expenditure incurred:- NIL
13. Performance Security refunded vide voucher No. Dated.....

Certified that the agreement contains 328 pages

Ex. Engr.  Cont.  Er. A. K. Aggarwal
 Executive Engineer (RIP)

The material and the fixtures to be used in each Smart PTUs / CTUs are given in details at Annexure - C for reference. However, the concessionaire can proposed the higher specification than the above for approval by the NDMC. Design criteria in details are also given at clause 27 and clause 26 of RFP

The Smart PTUs / CTUs are to be constructed at new locations for Smart PTUs / CTUs. The Smart PTUs / CTUs are to be reconstructed by demolishing the existing garbage stations or the old existing toilets as per site condition and drawing approved by NDMC.

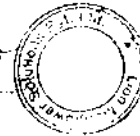
4.2 DESIGN OF INDIVIDUAL SMART PTUS / CTUS

The design of individual Smart PTUs / CTUs location wise has to be furnished by the Concessionaire for approval by the Independent Engineer engaged by NDMC before construction activities at site. A tentative layout for Smart PTUs / CTUs is given herein for reference at Annexure - B. The other desired facilities such as e-commerce Bank ATM / Wi-Fi/ Water ATM, 'NDMC Area' are given in Annexure - A for providing in each Smart PTUs / CTUs as per the location specific requirements approved by the NDMC.

4.3 The Architectural and Engineering working drawing are to be prepared and submitted by the concessionaire within four weeks from the date of possession of site for approval by the NDMC in further two weeks" time.

- (a) The design of Public Toilets Units near the market, Road side locations and of Community Toilets may be different as per the requirements, since in market Urinal Pots are required more than the WC seats and in Skum area No. Of WC seats are required more than other facilities. Therefore, location wise design of Smart PTUs / CTUs is the most important aspect alongwith the other smart facilities.
- (b) Location wise design / drawings for Public Toilets and Community Toilets with required facilities are to be submitted by Concessionaire for approval by the NDMC / Independent Engineer / PMU as per the site feasibility.
- (c) The Concessionaire would be given the right to collect the revenues from advertisement and other permitted commercial activities except the space as 'NDMC area'. The 'NDMC area' shall be about 35 sq. feet, which is allowed to be used by NDMC for Facilitation Centre / Health ATM etc. and no payment would be made to use this space (NDMC Area) to the concessionaire by the NDMC during the concession period.
- (d) The concessioner will operate and maintain the Smart PTUs / CTUs and housekeeping of all the facilities provided within the Smart PTUs / CTUs block. NDMC may assign / give the 'NDMC area' to the other operator / companies / agency / individuals to run the permitted commercial activities except advertisement on the 'NDMC area'. Other area for e-commerce (Bank ATM) and the Potable Water ATM can be assigned / given to the companies / agency / bank / individuals to run the permitted commercial activities by the concessionaire.

Ex Engr.



- (e) Advertisement is the major source of revenue from permitted advertisement space as per the design approved by NDMC (15 sq. mtr per Smart PTUs / CTUs subject to maximum 18 sq. meter) and other permitted commercial activities such as e-commerce ATM, Potable Water ATM's / Vending Machines, Wi-Fi etc.
- (f) In case for Digital Advertisement Panels the necessary permissions have to be obtained from Delhi Police and other statutory body. Similarly necessary approval / permissions for Wi-Fi from the statutory body / department have to be obtained by the concessionaire.

4.4 REQUIREMENT OPERATION, CLEANING AND MAINTENANCE OF PTU's / CTU's

- a) The reference requirement for better operation, cleaning and maintenance of Smart Public toilets / Community Toilets are given in the Annexure D-1 herewith, especially for cleaning schedule item wise, frequency of cleaning, required equipments machines and cleaners / detergents.
- b) Requirement for Inspection Card /Report of Smart Public Toilets / Community Toilets are given in the Annexure - E enclosed for reference and for preparing daily / weekly / monthly reports.
- c) Mobile App for Inspection and Report mechanism shall be ready before start of COD. MIS for reporting and complaint redressal mechanism is to be prepared by the concessioner for proper quality services and accountability. The same has to be started with the COD without failure.

5. Concessionaire's Obligations

5.1 Obligations of the Concessionaire

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Agreement including the Schedules, the concessionaire agrees and undertakes as under:

The CONCESSIONAIRE shall at its own cost and expense.

- i) Operate and maintain the toilets as per the provisions of this agreement or amendments thereto, good industry practices and applicable laws.
- ii) Ensure that services of water supply, sewerage, drainage, electricity, telephone etc. on and in the vicinity of the PTU are not damaged.
- iii) The CONCESSIONAIRE shall adhere to the provisions of NDMC Act, 1994, bylaws and rules there under in connection with display of advertisements. The CONCESSIONAIRE shall also pay/ensure payment to NDMC of advertisement tax, if any, in respect of the advertisements displayed on the PTUs in accordance with the provisions of NDMC Act and the bylaws and rules there under.
- iv) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the CONCESSIONAIRE's obligations under this Agreement and shall be solely responsible for compliance with all labour laws and shall be solely liable for

Ex. Engr. Cont.



- limited to the specified one herein and the work shall be got done through approved qualified plumber. The fixtures should be leak proof.
- (o) In case sub-standard/defective material is used, the same shall be replaced by the CONCESSIONAIRE at its own cost. In case of any dispute in this regard decision of NDMC shall be final.
 - (p) All the Smart PTUs / CTUs shall be provided with urinal pots, washbasins, taps, WCs (European Type & Indian Type), flushing cistern for urinals & WCs, soap dispensers, mirrors, toilet paper, spittoons, stainless steel litterbin, exhaust fan, hand dryer, solar roof panels etc.
 - (q) The door and window frames shall be of Aluminium sections/ epoxy coated MS sections panel door
 - (r) Ladies Toilets are to be provided with paddle operated dustbins.
 - (s) Staff Room / Generator Room may be provided in the Smart PTUs / CTUs as per drawing, if possible.
 - (t) Entire colour scheme and samples of the materials shall be got approved prior to use in the reconstruction / construction of Smart PTUs/ CTUs.

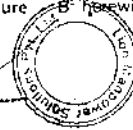
5.3 PERFORMANCE SECURITY

The Concessionaire shall for due and punctual performance of obligations hereunder in relation to the "Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model" deliver to NDMC, a Performance Security of Rs. 40.00 Lacs (Rupees Forty Lacs only) in the form of Bank Guarantee / Demand Draft from a Indian Scheduled Bank in favour of Secretary NDMC payable at New Delhi. The validity of Performance Security must be upto the end of concession period. If the Performance Security is submitted with validity for initially two years, then same has to be increased or submitted a fresh before expiry date upto the end of concession period without fail. This bank guarantee shall be returned upon successful completion of the Project on expiry of the concession period within 30 days of expiry of the concession period after adjustment of any dues if any.

5.4 DESIGN OF PUBLIC TOILETS / COMMUNITY TOILETS

- (a) The entry shall not be provided from the back side i.e. the side opposite to the road. The Public Toilets / Community Toilets shall have separate facility for ladies, gents and especially abled persons (Divyang) and other required smart facilities such as Wi-Fi facilities, Potable Water ATM, e-commerce (Bank ATM), 'NDMC area' (Facilitation Centre) and Solar Roof Top Panels. The entry for Bank ATM and 'NDMC area' shall be made from the road side and made up of toughened glass of appropriate thickness
- (b) The concept design of Public Toilets / Community Toilets location wise shall be in area of about 25 feet x 12 feet. The tentative lay out plan incorporating the desired facilities are attached at Annexure B herewith for the

Ex. Engr. Cont.



reference.

- (c) The requirement of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirement.
- (d) Location wise design / drawings for Public Toilets and Community Toilets with required facilities are to be submitted by Concessionaire for approval by the NDMC / Independent Engineer / PMU as per the site feasibility.
- (e) The Architectural and Engineering working drawing are to be prepared and submitted by the concessionaire within four weeks from the date of possession of site for approval by the NDMC in further two weeks time.
- (f) The advertisement Panel shall be of Back Lit Advertising Display Panels and Digital Advertising Panels with prior approval of Delhi Police and other statutory body.
- (g) For e-commerce ATM, the TRI-Party agreement with NDMC, Bank and the concessioner has to be executed before commencement the facilities. The concessionaire is allowed to use this area for the specified activities.
- (h) Potable Water ATM can be provided by the concessioner through its own arrangement or with other expert agency in the field as per the agreement with prior approval of NDMC. Drinking RO water in sufficient quantity (about 500 ltr) has to be ensured with proper real time display of the quality. The maximum price of RO water per glass / bottle through coin / smart card has to be decided / fixed in consultation with NDMC.
- (i) In case, concessionaire fails to provide Potable Water ATM, within one month time from the date of completion of individual Smart PTUs / CTUs, NDMC can make the arrangement its own or through vendor as per the terms and conditions finalised by the NDMC. The concessionaire would not be entitled to raise any 'objection' in this regard and no claim of concessionaire will be entertain in this regard.
- (j) Social Messages through poster for the wide spread awareness and instructions has to be placed by the concessionaire in and around the Smart PTUs / CTUs as per the direction of NDMC time to time for the larger public behavioural changes
- (k) The design of Public Toilets Units near the market, Road side locations and of Community Toilets may be different as per the requirements, since in market Urinal Pots are required more than the WC seats and in Slum area No. of WC seats are required more than other facilities. Therefore, location wise design of Smart PTUs / CTUs is the most important aspect alongwith the other smart facilities.

5.5 GENERAL CONDITIONS

- (a) All PTUs will have to be kept open for the public use from 06.00 AM to 10.00 PM all seven days in a week. All CTUs shall be kept opened 24 hours in a day for all seven days a week. The lists of Smart PTUs / CTUs are given at Annexures - A. Smart PTUs / CTUs shall remain available for usage. The

EX: Engr.....

Cont.....



992305/2023/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil

- 1 -

Page 1 of 63



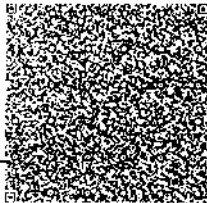
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-PI.49354930681R290
Certificate Issued Date	: 16-May-2016 11:13 AM
Account Reference	: IMPACC (IV)/ dl754703/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL754703978421410665290
Purchased by	: LION MANPOWER SOLUTIONS PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: LION MANPOWER SOLUTIONS PVT LTD
Second Party	: NDMC
Stamp Duty Paid By	: LION MANPOWER SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

CONCESSION AGREEMENT No:- 03/EE(RIP)/2016-17

THIS CONCESSION AGREEMENT is entered into on this the 6th day of June 2016 at NEW DELHI.

BETWEEN

THE New Delhi Municipal Council, a body established under The New Delhi Municipal Council Act, 1994, having its Head Office at Palika Kendra, Parliament Street, New Delhi through Executive Engineer (RIP) or any other officer authorized in his/her executive

Ex. Engr. ayCont. Ru

Important Alert

For Printing, Copying, Reproduction, Distribution, etc. visit the website: www.stampsindia.gov.in. Any discrepancy in the details of this Certificate will be the responsibility of the purchaser.

- 4.3 The Architectural and Engineering working drawing are to be prepared and submitted by the concessionaire within four weeks from the date of possession of site for approval by the NDMC in further two weeks" time.
- (a) The design of Public Toilets Units near the market, Road side locations and of Community Toilets may be different as per the requirements, since in market Urinal Pots are required more than the WC seats and in Slum area No. Of WC seats are required more than other facilities. Therefore, location wise design of Smart PTUs / CTUs is the most important aspect alongwith the other smart facilities.
- (b) Location wise design / drawings for Public Toilets and Community Toilets with required facilities are to be submitted by Concessionaire for approval by the NDMC / Independent Engineer / PMU as per the site feasibility.
- (c) The Concessionaire would be given the right to collect the revenues from advertisement and other permitted commercial activities except the space as 'NDMC area'. The 'NDMC area' shall be about 35 sq. feet, which is allowed to be used by NDMC for Facilitation Centre / Health ATM etc. and no payment would be made to use this space (NDMC Area) to the concessionaire by the NDMC during the concession period.
- (d) The concessioner will operate and maintain the Smart PTUs / CTUs and housekeeping of all the facilities provided within the Smart PTUs / CTUs block. NDMC may assign / give the 'NDMC area' to the other operator / companies / agency / individuals to run the permitted commercial activities except advertisement on the 'NDMC area'. Other area for e-commerce (Bank ATM) and the Potable Water ATM can be assigned / given to the companies / agency / bank / individuals to run the permitted commercial activities by the concessionaire.
- (e) Advertisement is the major source of revenue from permitted advertisement space as per the design approved by NDMC (15 sq mtr per Smart PTUs / CTUs subject to maximum 18 sq meter) and other permitted commercial activities such as e-commerce ATM, Potable Water ATM's / Vending Machines, Wi-Fi etc.
- (f) In case for Digital Advertisement Panels the necessary permissions have to be obtained from Delhi Police and other statutory body. Similarly necessary approval / permissions for Wi-Fi from the statutory body / department have to be obtained by the concessionaire.

4.4 REQUIREMENT OPERATION, CLEANING AND MAINTENANCE OF PTU's / CTU's

- a) The reference requirement for better operation, cleaning and maintenance of Smart Public toilets / Community Toilets are given in the Annexure D-1 herewith, especially for cleaning schedule item wise, frequency of cleaning, required equipments machines and cleaners / detergents.

Ex. Engr.....

- (o) In case sub-standard/defective material is used, the same shall be replaced by the CONCESSIONAIRE at its own cost. In case of any dispute in this regard decision of NDMC shall be final.
- (p) All the Smart PTUs / CTUs shall be provided with urinal pots, washbasins, taps, WCs (European Type & Indian Type), flushing cistern for urinals & WCs, soap dispensers, mirrors, toilet paper, spittoons, stainless steel litterbin, exhaust fan, hand dryer, solar roof panels etc.
- (q) The door and window frames shall be of Aluminium sections/ epoxy coated MS sections panel door.
- (r) Ladies Toilets are to be provided with paddle operated dustbins.
- (s) Staff Room / Generator Room may be provided in the Smart PTUs / CTUs as per drawing, if possible.
- (t) Entire colour scheme and samples of the materials shall be got approved prior to use in the reconstruction / construction of Smart PTUs/ CTUs.

5.3 PERFORMANCE SECURITY

The Concessionaire shall for due and punctual performance of obligations hereunder in relation to the "Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model" deliver to NDMC, a Performance Security of Rs. 35 lacs (Rupees Thirty Five Lacs only) in the form of Bank Guarantee / Demand Draft from a Indian Scheduled Bank in favour of Secretary NDMC payable at New Delhi. The validity of Performance Security must be upto the end of concession period. If the Performance Security is submitted with validity for initially two years, then same has to be increased or submitted a fresh before expiry date upto the end of concession period without fail. This bank guarantee shall be returned upon successful completion of the Project on expiry of the concession period within 30 days of expiry of the concession period after adjustment of any dues if any.

5.4 DESIGN OF PUBLIC TOILETS / COMMUNITY TOILETS

- (a) The entry shall not be provided from the back side i.e. the side opposite to the road. The Public Toilets / Community Toilets shall have separate facility for ladies, gents and especially abled persons (Divyang) and other required smart facilities such as Wi-Fi facilities, Potable Water ATM, e-commerce (Bank ATM), 'NDMC area' (Facilitation Centre) and Solar Roof Top Panels. The entry for Bank ATM and 'NDMC area' shall be made from the road side and made up of toughened glass of appropriate thickness.
- (b) The concept design of Public Toilets / Community Toilets location wise shall

Ex. Engr.

- be in area of about 25 feet x 12 feet. The tentative lay out plan incorporating the desired facilities are attached at Annexure - B herewith for the reference.
- (c) The requirement of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirement.
 - (d) Location wise design / drawings for Public Toilets and Community Toilets required facilities are to be submitted by Concessionaire for approval by the NDMC / Independent Engineer / PMU as per the site feasibility.
 - (e) The Architectural and Engineering working drawing are to be prepared and submitted by the concessionaire within four weeks from the date of possession of site for approval by the NDMC in further two weeks time.
 - (f) The advertisement Panel shall be of Back-Lit Advertising Display Panels and Digital Advertising Panels with prior approval of Delhi Police and other statutory body.
 - (g) For e-commerce ATM, the TRI-Party agreement with NDMC, Bank and the concessioner has to be executed before commencement the facilities. The concessionaire is allowed to use this area for the specified activities.
 - (h) Potable Water ATM can be provided by the concessioner through its own arrangement or with other expert agency in the field as per the agreement with prior approval of NDMC. Drinking RO water in sufficient quantity (about 500 ltr) has to be ensured with proper real time display of the quality. The maximum price of RO water per glass / bottle through coin / smart card has to be decided / fixed in consultation with NDMC.
 - (i) In case, concessionaire fails to provide Potable Water ATM, within one month time from the date of completion of individual Smart PTUs / CTUs, NDMC can make the arrangement its own or through vendor as per the terms and conditions finalised by the NDMC. The concessionaire would not be entitled to raise any 'objection' in this regard and no claim of concessionaire will be entertain in this regard.
 - (j) Social Messages through poster for the wide spread awareness and instructions has to be placed by the concessionaire in and around the Smart PTUs / CTUs as per the direction of NDMC time to time for the larger public behavioural changes.
 - (k) The design of Public Toilets Units near the market, Road side locations and of Community Toilets may be different as per the requirements, since in market Urinal Pots are required more than the WC seats and in Slum area No. of WC seats are required more than other facilities. Therefore, location wise design of Smart PTUs / CTUs is the most important aspect alongwith the other smart facilities.

992305/2023/E.E.(RIP)Civil

19/5 Supreme Advt. by Pvt. Ltd.
GROUP-A2 (35 PUs) CIPD

NEW DELHI MUNICIPAL COUNCIL

CIVIL ENGINEERING DEPARTMENT
(R.I.P. Division)

ORIGINAL AGREEMENT NO. 02/EE(RIP)/2016-17
(WORKS)

1. Name of work :- Construction/Reconstruction of Smart PUs/CTEs at new sites
Sub-head (if any) :- And on old existing sites of Garbage Station/PUs with Advertising Rights in NDMC area on PPP Model.
2. Name of Contractor :- M/s Supreme Advertising Pvt Ltd.
3. Address :- 302-303, Bhikaji Cama Bhawan, 11, Bhikaji Cama Place, New Delhi - 66
4. Estimated cost put to tender based on BBR :- D.FBOT Basis / PPP Model
5. Tendered amount :- Rs. ₹ 4,30,000/- (5% Increase per year on the previous year license fee in subsequent year till end of contract period)
6. Type of agreement :- Percentage/Lump sum rate RFP
7. Percentage above/below estimated cost Percent
8. Date of start (as per agreement) :- 06-06-2016
9. Stipulated period and date of completion :- 10 Years
10. Actual date of completion :-
11. Defect liability period and date :- Nil
12. Actual expenditure incurred :- Nil
13. Final bill passed vide voucher no. dated
14. Security deposit refunded vide voucher no. dated
15. Amount with held (if any) with reasons thereof :-

Certified that the agreement contains pages.



Ch
06/06/16
Engineer-in-charge
Executive Engineer (R.I.P)

The requirement of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirements such as Markets, BQS, Road side, JJ' cluster etc. However, the minimum and maximum WC seats and Urinal Pots for PTU & CTU shall be as under :-

(a) For PTU :-

Minimum :- 3 WC Seats and 2 Urinal Pots.

Maximum :- 5 WC Seats and 4 Urinal Pots.

(b) For CTU :-

Minimum :- 4 WC Seats and 2 Urinal Pots.

Maximum :- 10 WC Seats and 4 Urinal Posts.

The advertisement Panel shall be of Back Lit Display Panels or Digital Advertisement Panels with prior approval of Delhi Police and other statutory bodies. NDMC will help in getting the permission from Delhi Police also.

The material and the fixtures to be used in each Smart PTUs / CTUs are given in details at Annexure - C for reference. However, the concessionaire can proposed the higher specification than the above for approval by the NDMC. Design criteria in details are also given at clause 27 and clause 28 of RFP.

The Smart PTUs / CTUs are to be constructed at new locations for Smart PTUs / CTUs. The Smart PTUs / CTUs are to be reconstructed by demolishing the existing garbage stations or the old existing toilets as per site condition and drawing approved by NDMC.

4.2 DESIGN OF INDIVIDUAL SMART PTUS / CTUS

The design of individual Smart PTUs / CTUs location wise has to be furnished by the Concessionaire for approval by the Independent Engineer engaged by NDMC before construction activities at site. A tentative layout for Smart PTUs / CTUs is given herein for reference at Annexure 'B'. The other desired facilities such as e-commerce Bank ATM / Wi-Fi / Water ATM, 'NDMC Area' are given in Annexure A for providing in each Smart PTUs / CTUs as per the location specific requirements approved by the NDMC.

4.3 The Architectural and Engineering working drawing are to be prepared and submitted by the concessionaire within four weeks from the date of possession of site for approval by the NDMC in further two weeks" time.

(ii) The design of Public Toilets Units near the market, Road side locations and of Community Toilets may be different as per the requirements since in market Urinal Pots are required more then the WC seats and in Slum area No. Of WC seats are required more than other facilities. Therefore, location wise design of Smart PTUs / CTUs is the most important aspect alongwith the other smart

facilities.

- (b) Location wise design / drawings for Public Toilets and Community Toilets with required facilities are to be submitted by Concessionaire for approval by the NDMC / Independent Engineer / PMU as per the site feasibility.
- (c) The Concessionaire would be given the right to collect the revenues from advertisement and other permitted commercial activities except the space as 'NDMC area'. The 'NDMC area' shall be about 35 sq. feet, which is allowed to be used by NDMC for Facilitation Centre / Health ATM etc. and no payment would be made to use this space (NDMC Area) to the concessionaire by the NDMC during the concession period.
- (d) The concessioner will operate and maintain the Smart PTUs / CTUs and housekeeping of all the facilities provided within the Smart PTUs / CTUs block. NDMC may assign / give the 'NDMC area' to the other operator / companies / agency / individuals to run the permitted commercial activities except advertisement on the 'NDMC area'. Other area for e-commerce (Bank ATM) and the Potable Water ATM can be assigned / given to the companies / agency / bank / individuals to run the permitted commercial activities by the concessionaire.
- (e) Advertisement is the major source of revenue from permitted advertisement space as per the design approved by NDMC (15 sq mtr per Smart PTUs / CTUs subject to maximum 18 sq meter) and other permitted commercial activities such as e-commerce ATM, Potable Water ATM's / Vending Machines, Wi-Fi etc.
- (f) In case for Digital Advertisement Panels the necessary permissions have to be obtained from Delhi Police and other statutory body. Similarly necessary approvals / permissions for Wi-Fi from the statutory body / department have to be obtained by the concessionaire.

4.4. REQUIREMENT OPERATION, CLEANING AND MAINTENANCE OF PTU's / CTU's

- a) The reference requirement for better operation, cleaning and maintenance of Smart Public toilets / Community Toilets are given in the Annexure D-1 herewith, specially for cleaning schedule item wise, frequency of cleaning, required equipments machines and cleaners / detergents.
- b) Requirement for Inspection Card /Report of Smart Public Toilets / Community Toilets are given in the Annexure-E enclosed for reference and for preparing daily / weekly / monthly reports.
- c) Mobile App for Inspection and Report mechanism shall be ready before start of COD. MIS for reporting and complaint redressal mechanism is to be prepared by the concessioner for proper quality services and accountability. This same has to be started with the COD without failure.

dispensers, mirrors, toilet paper, spittoons, stainless steel litterbin, exhaust fan, hand dryer, solar roof panels etc.

- (q) The door and window frames shall be of Aluminium sections / epoxy coated MS sections panel door.
- (r) Ladies Toilets are to be provided with paddle operated dustbins.
- (s) Staff Room / Generator Room may be provided in the Smart PTUs / CTUs as per drawing, if possible.
- (t) Entire colour scheme and samples of the materials shall be got approved prior to use in the reconstruction / construction of Smart PTUs / CTUs.

5.3 PERFORMANCE SECURITY

The Concessionaire shall for due and punctual performance of obligations hereunder in relation to the „Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model" deliver to NDMC, a Performance Security of Rs. 35 lacs (Rupees Thirty Five Lacs only) in the form of Bank Guarantee / Demand Draft from a Indian Scheduled Bank in favour of Secretary NDMC payable at New Delhi. The validity of Performance Security must be upto the end of concession period. If the Performance Security is submitted with validity for initially two years, then same has to be increased or submitted a fresh before expiry date upto the end of concession period without fail. This bank guarantee shall be returned upon successful completion of the Project on expiry of the concession period within 30 days of expiry of the concession period after adjustment of any dues if any.

5.4 DESIGN OF PUBLIC TOILETS / COMMUNITY TOILETS

- (a) The entry shall not be provided from the back side i.e. the side opposite to the road. The Public Toilets / Community Toilets shall have separate facility for ladies, gents and especially abled persons (Divyang) and other required smart facilities such as Wi-Fi facilities, Potable Water ATM, e-commerce (Bank ATM), 'NDMC area' (Facilitation Centre) and Solar Roof Top Panels. The entry for Bank ATM and 'NDMC area' shall be made from the road side and made up of toughened glass of appropriate thickness
- (b) The concept design of Public Toilets / Community Toilets location wise shall be in area of about 25 feet x 12 feet. The tentative lay out plan incorporating the desired facilities are attached at Annexure - B herewith for the reference
- (c) The requirement of WC seats and Urinal Pots may vary site to site and same has to be decided as per the location specific requirement

Ex. Encl




- (d) Location wise design / drawings for Public Toilets and Community Toilets with required facilities are to be submitted by Concessionaire for approval by the NDMC / Independent Engineer / PMU as per the site feasibility.
- (e) The Architectural and Engineering working drawing are to be prepared and submitted by the concessionaire within four weeks from the date of possession of site for approval by the NDMC in further two weeks" time.
- (f) The advertisement Panel shall be of Back Lit Advertising Display Panels and Digital Advertising Panels with prior approval of Delhi Police and other statutory body.
- (g) For e-commerce ATM, the TRI-Party agreement with NDMC, Bank and the concessioner has to be executed before commencement the facilities. The concessionaire is allowed to use this area for the specified activities.
- (h) Potable Water ATM can be provided by the concessioner through its own arrangement or with other expert agency in the field as per the agreement with prior approval of NDMC. Drinking RO water in sufficient quantity (about 500 ltr) has to be ensured with proper real time display of the quality. The maximum price of RO water per glass / bottle through coin / smart card has to be decided / fixed in consultation with NDMC.
- (i) In case, concessionaire fails to provide Potable Water ATM, within one month time from the date of completion of individual Smart PTUs / CTUs, NDMC can make the arrangement its own or through vendor as per the terms and conditions finalised by the NDMC. The concessionaire would not be entitle to raise any 'objection' in this regard and no claim of concessionaire will be entertain in this regard.
- (j) Social Messages through poster for the wide spread awareness and instructions has to be placed by the concessionaire in and around the Smart PTUs / CTUs as per the direction of NDMC time to time for the larger public behavioural changes.
- (k) The design of Public Toilets Units near the market, Road side locations and of Community Toilets may be different as per the requirements, since in market Urinal Pots are required more then the W/C seats and in Slum area No. Of WC seats are required more than other facilities. Therefore, location wise design of Smart PTUs / CTUs is the most important aspect alongwith the other smart facilities.

5.5 GENERAL CONDITIONS

- (a) All PTUs will have to be kept open for the public use from 06.00 AM to 10.00 PM all seven days in a week. All CTUs shall be kept opened 24 hours in a day for all seven days a week. The lists of Smart PTUs / CTUs are given at Annexures-A. Smart PTUs / CTUs shall remain available for usage. The use

Ex. Engr. 



888006/2023/BJE(CLR/Civil)

V-11011/82/2020-E.E.(RIP)Civil

665/9631

1

EPCA Report No. 74**Report on Outdoor Advertising Policy for Delhi
In the matter of W.P. (C) No.13029 of 1985; M.C. Mehta v/s UOI & others**

The Outdoor Advertising Policy 2017 is annexed to this report. The policy has been finalised after discussions with all stakeholders. The only objection, which continues is from Railways, which has not agreed to the revenue sharing provision.

**Environment Pollution (Prevention & Control) Authority
For the National Capital Region**

1. Background

The Hon'ble Supreme Court has been monitoring the outdoor hoardings in the city since December 10, 1997 because of its concern regarding safety of road users and on the grounds that hoardings, if not regulated, could constitute a disturbance for traffic and lead to accidents. In addition, there is the question of aesthetics and the fact that cities should avoid visual clutter.

27.4.2007: Hon'ble Supreme Court directed EPCA to examine and file its opinion on the Outdoor Advertisement Policy prepared by municipal corporation of Delhi.

September 2007: EPCA files report finalising the policy, after consultations with stakeholders.

25.4.2008: Hon'ble Supreme Court directed EPCA to hear the representations made by Indian Railway and DMRC on this matter and file another report. It also directs that DMRC would not enter into new contracts or would not renew or erect fresh hoardings.

July 2008: EPCA files report after these consultations, pointing out the problems in revenue sharing between MCDs and Railway/DMRC.

28.8.2009: Hon'ble Supreme Court asked EPCA to once again consider the views of Railways on the policy.

November 2009: EPCA files report pointing out the revenue sharing possibility in outdoor hoarding. It requests the Hon'ble Court to direct that the policy should be modified and reissued so that it does not lead to policy confusion or misinterpretation.

28.8.2009: Hon'ble Supreme Court observes that as DMRC accepts the technical specifications set out in the advertisement policy of EPCA, no further orders need to be passed. The restraint on DMRC is lifted and the policy approved by the court. MCD/NMDC would be at liberty to take any action in case the advertisements put up by DMRC lands were not in conformity with the technical parameters of the policy or it violates any other provision. As far as the revenue sharing arrangement was concerned, leave was granted to DMRC to seek remedies before an appropriate forum if MCD/NDMC raise demand for sharing revenue or if they give notice for

removal of any advertisement put up in DMRC land on the grounds that prior permission was not taken.

8.10.2010: Hon'ble Supreme Court directed: "Having heard learned counsel appearing for the Amicus Curiae as well as for the MCD, we are of the view that the MCD should consider EPCA Reports of July, 2008 and November, 2009, along with the Delhi Outdoor Advertisement Policy of 2008, in accordance with the provisions of Delhi Municipal Corporation Act, 1957 in the meeting to be convened by the Corporation under the provisions of Chapter-V of 1957 Act. The Corporation will consider the said two Reports of EPCA within a period of three months. We express no opinion on the said Reports. The decision of the Municipal Corporation of Delhi will be placed before this Court before the next date of hearing. The same direction was given to NDMC.

21.2.2017 Hon'ble Supreme Court directed the municipal corporations to comply with the order dated 8.10.2010 and to submit their response to the policy.

21.2.2017 Hon'ble Supreme Court ordered "that nothing further survives in these applications (for modification of court's order dated 25.4.2008), which are disposed of in terms of paragraph 9 and 10 of the above report mutatis mutandis." This matter concerned the sharing of revenue by Railways, which learned SG said would follow the same as DMRC.

March 2017: Municipal Corporations file affidavits saying that the House and the standing committee had passed resolutions objecting to certain provisions of the policy, as finalised by EPCA. The South Delhi Municipal Corporation (SDMC) in its affidavit said that in last six years they have made certain amendments in the policy which were approved by the House vide resolution No. 233 dated January 12, 2016 and prayed to the Hon'ble court to accept the amendments.

March 28, 2017: Hon'ble Supreme Court directed EPCA and Railways to file the reply within two weeks.

In April 2017 EPCA requested the Hon'ble Supreme Court to grant further to submit the report. On April 28, the Hon'ble Supreme Court granted time and listed the matter for July 27, 2017.

2. Deliberations at EPCA

EPCA convened a meeting of the concerned stakeholders on April 19, 2017 in compliance of the Hon'ble Supreme Court order dated March 28, 2017. SDMC informed EPCA that as per its interpretation, the Hon'ble Supreme Court in its order of October 8, 2010 had approved of its policy of 2007 and had only directed it to consider the views of EPCA and its policy of 2008 before the standing committee and house. SDMC further informed EPCA that based on its ground experience, was in the process of revised the 2007 policy.

Northern Railway and DMRC raised objections to this position. According to their interpretation, the Hon'ble Supreme Court vide its order 28.8.2009 had approved the 2008 OAP policy, which had been made by EPCA after consultations with them. They were giving contracts for outdoor hoardings based on this policy, which was leading to conflicts between the agencies.

DMRC also said that they had signed an MoU with SDMC on May 30, 2016 and with East Delhi Municipal Corporation (EDMC) on November 11, 2016 to share 35% of the outdoor advertisement revenue for a period of three years based on the OAP 2008 policy.

It was observed by EPCA that this lack of clarity about the final policy was leading to huge problems in the city. A large number of illegal hoardings were found to have been put up, which were subsequently removed by SDMC.

It decided therefore, to request all agencies to resolve differences and to work to issue a final agreed policy, which could work for road safety, city aesthetics and also provide much-needed revenue to the municipal bodies and other public service agencies.

It convened further meetings on June 22 and July 20, 2017 to resolve differences and to finalize the OAP policy.

3. Key differences between agencies and accepted resolution

- 1. Advertisements on railway bridge panels, flyover panels and foot-over-bridges:** MCD policy of 2007 and proposed policy of 2015 do not permit such advertisements on the grounds of safety of road users and aesthetics of the city. DMRC and Railways have repeatedly said that outdoor advertisements on these public services provide important sources of revenue.

It was accepted that special exemption would be granted to DMRC and Railway to put up OAP on railway bridge, flyovers and FOB, but subject to clearance of the site/bill board plan by the commissioners of the municipal corporations. It was also agreed that the structural stability of the billboards would be handled with utmost care and that all effort would be made to avoid visual clutter and ensure both safety and aesthetics.

- 2. Requirement of prior permission for putting advertisement from Commissioners of the Municipal Corporations of Delhi:** In OAP 2007 and OAP 2008 it has been accepted that the municipal corporations are the key regulators to manage the devices that are visible to the public. Therefore, prior permission is required to be taken from the municipal corporations and a procedure is laid down for grant of this permission, the terms of which are bound by the policy. DMRC and Railways had objections to this provision.

It was agreed that the role of the municipal corporations as regulators should not be diluted. However, given the fact that DMRC has signed a 3-year MOU with SDMC and EDMC, which clearly stipulates that no prior permission clearance is required, this condition would be waived for DMRC for the period of this or any future MOU.

DMRC would however, require to take prior approval from municipal corporations in the case of category 1 devices, which also include OAP on railway bridge, flyovers/FOBs.

3. **Revenue sharing between municipal corporations and DMRC and Railways.** This matter was infructuous as DMRC had already agreed to the sharing of revenue at the rate of 35 per cent. Railways however, has still not agreed to this.
4. **Minimum reserve price:** SDMC required this provision as it found that there was under-cutting of the rates, which was benefitting the private advertisers. After discussions, it was agreed that this provision would be included, but exemption would be made for DMRC/Railways.

Based on detailed discussions and after building the consensus among the various stakeholders, EPCA has finalized the "Outdoor Advertisement Policy 2017".

The OAP 2017 was circulated to the concerned stakeholders on July 19, 2017 and subsequently a meeting was held on July 20, 2017 to discuss views on the policy and to finalize it.

All stakeholders have given their consent on the policy, except for Railways. In the meeting, the representative of Railways continued to hold the view that while they agreed to all technical specifications laid down in the OAP 2017, they would not agree to the revenue sharing clause.

The outdoor advertisement policy, OAP 2017 is being submitted to the Hon'ble Supreme Court for its consideration and approval.

4. Observations and Recommendations of EPCA

1. It is important that the city has a final and approved policy for outdoor advertisements. This lack of an approved policy or the lack of clarity on the final policy (2007 or 2008) has meant that there are huge irregularities regarding the installation of such devices. This is leading to both loss of revenue for municipal agencies as well as problems of safety and aesthetics in the city. EPCA is also constrained to point out that this apparent policy vacuum seems to be benefitting
-

private agencies, who are able to take contracts or put up devices, without adherence to its provisions.

2. The finalized OAP 2017, submitted and attached to this report, has been accepted by all stakeholders (except Railways in regards to revenue sharing).
 3. Once approved, the municipal corporations will be responsible for ensuring that there is strict compliance with all provisions of the policy. This will require enforcement and all steps to ensure that if the policy is not adhered to or it is misused then strict action will be taken against defaulters, including levy of penalty.
-

Delhi Outdoor Advertising Policy 2017

**An initiative by the Municipal Bodies of Delhi
(SDMC/NDMC/EDMC)/NDMC**

**Finalised as per the directions of the
Hon'ble Supreme Court by the
Environment Pollution (Prevention and Control) Authority
in July, 2017**

Contents

1. The basis of the policy
2. Guiding principles: Outdoor Advertising Policy 2017
3. Role of Municipal Bodies of Delhi (SDMC/North DMC/EDMC/NDMC)
4. Revenue Sharing and Commercial Advertisement Fee
 - 4.1 Revenue Sharing
 - 4.2 Commercial advertising fee for Category-1,2&3 devices
 - 4.3 Commercial advertising fee category-4 devices
5. General permission criteria for advertising devices
 - 5.1 Outdoor advertising and road safety criteria
 - 5.2 Outdoor hoarding and their content criteria
 - 5.3 Outdoor advertising and structure criteria
 - 5.4 Outdoor advertising devices and electrical connection
 - 5.5 Outdoor advertising and conservation areas
6. Summary of permissibility of different category of advertising devices
7. Specific conditions for different category of advertising devices
 - 7.1 Specific conditions and provisions: Category 1
 - 7.2 Specific conditions and provisions: Category 2
 - 7.3 Specific conditions and provisions: Category 3
 - 7.4 Specific conditions and provisions: Category 4
 - 7.5 Variable Message Advertising Devices like LED, LCD Screens/Module etc
8. Implementation of the policy
9. Procedure for grant of permission

880007/2023/RIP(Civil)

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 3

The Delhi Outdoor Advertising Policy 2017

1. Basis of the policy

1.1 Ensuring road safety

The policy is based upon a careful review of global studies on the safety of hoardings. The premise of the policy is that all hoardings are not hazardous, but clearly hoardings on roads, visible to traffic, are potential dangers to drivers. It is for this reason that the outdoor advertising policy has given careful and high consideration to issues of road safety. This requires the policy to consider the location, design, size or type of sign along the arterial routes, where the potential for conflicts with traffic safety is highest. It also requires enforcement measures to ensure that structures adhere to these stipulations.

To finalize the policy, the studies cited by advertisement concessionaires, in support of their contention that there is no correlation between outdoor advertisement structures and accidents have also been reviewed. The two studies most cited are by the Delhi based School of Planning and Architecture and the Kolkata based Centre for Advance Research on Transportation (CART). It is clear from studies done across the world that there is substantial concern regarding the correlation between the distraction caused by the outdoor advertisements and driving. The studies state that it is not possible to correlate the danger to the specific accidents caused in the city, partly because drivers fear losing their insurance claim and partly because data does not exist in accident records, which tracks the correlation.

In this matter, the Delhi Police has also stated its position. Its concern is driven by safety of road users and based on this the agency has stressed that:

- a. No advertising device has to be placed anywhere under any category which will obstruct free movement of road users;
- b. The distance between two advertisement devices should not be less than 100 m on highways and main city roads.

The policy is premised on the fact that while outdoor advertisements do bring revenue to the city, any city-based policy must be driven by considerations of safety and aesthetics.

Review: Safety and hoardings

The Australian government's Report of the Road Safety Committee on the Inquiry into Driver Distraction makes it clear that visual clutter impacts driver safety. It also quotes that a motor insurance company observed from their investigations that the clutter of road signs and advertising accounted for a number of crashes.

A global review and analysis of different studies done by B Wallace, a UK based researcher found that following:

- a. The effect is real. However, it is situation-specific. Many billboards and signs may have no measurable impact on road safety, but there is overwhelming evidence that, at least in some situations, signs and billboards can be a threat to road safety.

- b. Almost all studies agree that too much 'visual clutter' at or near intersections and junctions can interfere with drivers' visual search strategies and lead to accidents.

Two recent Indian studies do not find any correlation between road safety and outdoor hoardings. However, a careful review of the two studies finds serious flaws in their research methodology and resultant conclusions. The study done by the School of Planning and Architecture, New Delhi has only reviewed global studies that found no connection or studies whose results were inconclusive. It ignores in its review the numerous studies (available easily) that have found such correlations. It also ignores the basic issue raised by international studies that even if the driver does not cite a correlation between the hoarding and his or her distraction, it cannot be negated. The School of Planning study uses police data to prove that there is no correlation between the two. However, it does not clarify if the police are required to question (as part of their questionnaire) the drivers, to find out if they were influenced by roadside signs, when the accident occurred. And even if they were, would the driver admit to the police because of legal and insurance claim issues.

The Calcutta study was commissioned Selvel advertising limited, which has major stakes in the business. This study is also found wanting in its methodology. For instance, its conclusions have been drawn on the basis that accidents were mostly caused by negligence and carelessness of drivers, passengers and pedestrians. However, the possibility that hoardings may have led to the negligence in the first place (distraction, moving signs) is not questioned. This is in spite of many previous studies that found such links, notably ones, which found an increase in accidents at/near 'visually cluttered' junctions. The study also draws on accident related data collected by the police. But it gives little cognizance to the fact that police questionnaire does not have a provision specific to the hoarding-accident linkage.

However, it is now more widely held that any policy for outdoor hoarding must not negate the safety of road users and in fact, it must be driven by the concern for road safety.

For instance, the 2004 report on the effects of roadside advertisements on road safety by the Finnish Road Administration concluded that advertisements were a partial cause of the fatal accidents studied. While in some cases, the advertisements distracted road users because they were wrongly placed and so affected visibility, in other cases, even while the advertisement was correctly placed it was considered a partial cause. The paper concludes that the advertisements along main roads distract the detection of traffic signs and possibly also other objects relevant to the driver's task.

Even more important is the 2008 study from the University of Hull in the UK as in this case the investigators have actually conducted experiments to check the impact of distraction on drivers. In this experiment, volunteers had to drive as per instructions and were distracted by objects such as advertising hoardings. The 54 volunteers were asked to take turns through four levels of distraction: "no load" involved no distraction, 'low load' had three distractions, 'high load' six and 'overload, nine. The results showed an increase in the reaction time of 100 milli-second between areas categorized as 'no load' and 'overload'. This is equivalent to around an extra meter and a half in stopping distance. This, researchers said, was equivalent of a busy city center, and concluded that "too much visual information in the form of advertising and signage has an effect on reaction times the more distractions there are the slower the reaction time of the driver. It goes on to say, "we should be aware that the plethora of advertising at roadsides and signage may be contributing to road accidents."

1.2 Working for city aesthetics

The global review has noted that there are a significant number of cities, which discourage the use of large hoarding within the city. Hoardings are preferred in highways or if these large billboards are allowed within the city limit, then these are restricted to business or already commercial districts and areas. In Delhi, the Urban Arts Commission, the agency mandated with overseeing issues connected to city aesthetics has also made it clear that it wants to ensure against visual clutter. The Commission's guideline for outdoor advertisements is based on this premise.

The Delhi city policy for outdoor advertisements has been based on the emerging global practices as well as the need to maintain the character of the city.

The policy is premised on the basis that advertisements are promoted primarily in parts of the city, which are commercial in nature: business, industrial and shopping districts and discouraged in residential areas and urban freeways.

Changing global practices

It is also clear that cities across the world are learning the need to balance city aesthetics with revenues that they earn through advertisements, often the hard way. It is reported that Beijing, in its readiness for the Olympics has decided to remove all hoarding within the city. Its officials say this is being done to "to sanitize the city's image cranes have dismantled many of the 90-odd billboards lining the city roads." An advertising ban has been extended across most of the city. *City officials want to prevent Beijing from becoming one very big Times Square.* Now billboards are to be allowed only along the fifth ring road encircling the city – many miles away from the city centre.

Similarly, Arnold Schwarzenegger, as governor of California is insisting on strict regulation of outdoor advertisements. The state's outdoor advertising act 2005 is, he says, intended to protect public investment in highways, to promote the safety and recreational value of public travel, and to preserve natural beauty.

In many cities of UK, local councils have removed hoardings, which they say leads to improving the visual environment and image. These cities say that the objective of the outdoor advertising policy is "to seek the enhancement of the physical character and visual appearance of the city." These cities argue that 'promotion signs' – hoarding which advertise products – can significantly add to the visual clutter in a locality and so are not encouraged. In other cities, the outdoor advertisement policy is designed to discourage the proliferation of signs along major transport routes, including roadways and railways. Given this objective, these cities say that major promotion signs are "generally inconsistent with their image" and are generally discouraged.

The city of Sydney in its policy for outdoor advertising says the objective is to "reduce the number of large and freestanding billboard signs in the city." Sydney and many other cities argue that commercial signs (hoardings) are only necessary when they are important to the amenity of the city. Therefore, under policy, advertising hoardings are 'discouraged' and only permitted based on the following criterion:

- a. If they support the commercial viability of a significant building tenant
- b. If they advertise a civic/community event involving the city
- c. If they can be considered as public art
- d. If the cumulative impact of the signs does not give rise to visual clutter

2. Outdoor Advertising Policy, 2017

The principles and objectives of the Outdoor Advertising Policy are as follows:

1. The policy for outdoor advertising is driven not only by revenue imperatives, but by city development imperatives. Therefore, in its implementation, it will be clear that outdoor hoardings/Billboards are permitted only if they are not a road safety hazard or if they support the city's public service development and enhance its aesthetics.
2. The policy will explicitly work to discourage visual clutter. This will be done by increasing the space between the billboards and in restricting large billboards to select areas of the city.
3. The policy is designed to ensure that outdoor advertising is not hazardous to traffic. It will assume that there is a significant correlation between road safety and distraction because of roadside billboards, visible to the drivers. This will be done by allowing large size billboards only after significant distance from the traffic junctions and intersections, by providing significant space between the two billboards on roads, by not permitting billboards on pedestrian walkways and in placing billboards at significant distance from existing carriageway.
4. The policy will actively promote the large size billboards in commercial areas (defined as metropolitan city centre, district centre/sub central business district, community centre/local shopping centre/convenience shopping centre in the master plan) of the city. In this case, the agency will work to maximize the revenue gains, which can be used for city development.
5. The policy will promote the use of advertising in what is commonly known as street furniture. These are devices placed on public service amenities of the city like railway carriages, buses, metro trains, commercial passenger vehicles, bus shelters, metro shelters, public toilets and public garbage facilities, to name a few. This is done to improve the revenue viability of these public provisions. But it will be noted that the use of advertising space is not the primary function of the utility, it is its supporting function. Therefore, the city agency will ensure that the placement of the public utility is done keeping in mind its public purpose, not its advertising viability. In addition, the agency will ensure that the primary function of the "street furniture" is being maintained and if not then suitable punitive action must be taken against the advertising concessionaire.
6. The policy is judicious in ensuring that there is a differentiation between the use of commercial advertising and private advertising, where signage is used to identify the location of the owner of the building or the space within the building. The policy will do this by laying down clear lists of what is allowed and what is completely disallowed to guide members of the public.
7. The policy will be strictly adhered to and to achieve these objectives, municipal corporations will impose enhanced penalties and check misuse through regular inspections.
8. **The policy will be applicable to the entire city.** All land-holding agencies will be required to follow the provisions of the policy and to take the requisite permissions.

9. Once in effect, all approvals will be taken in compliance with the provisions of the policy. However, advertisement contracts already approved by the concerned authorities will continue as such till the expiry of the contract period.

3. Role of Municipal Corporations of Delhi (MCD)

In the areas controlled by Municipal Corporations of Delhi/NDMC outdoor advertisement devices visible to the public, are governed by provisions of section 143 to 146, 430 of the Delhi Municipal Act. As per the provisions of the DMC Act, prior permission of the Commissioner is needed to display any advertisement to public view.

"Prohibition of erection, exhibition, fixation, retention or display of advertisement in without written permission of the Commissioner — No person shall erect, exhibit, fix or retain or over any land, building, wall, hoarding, frame, post, kiosk/Bill Board (to be displayed on electric pole) or structure or upon or in any vehicle, any advertisement or display any advertisement to public view in any manner whatsoever in any place within the jurisdiction of the Corporation without the prior written permission of the Corporation without the prior written permission of the Commissioner."

Under Section 143 of DMC Act the Municipal Corporations of Delhi/NDMC have the powers to check on unauthorized and illegal outdoor advertising and the powers to remove or prohibit the display of any such advertising. "Whenever any advertisement is displayed in contravention of section 143 of the DMC Act, the same is actionable as per provisions of Section 146 and 461 of the DMC Act. The Municipal Corporations of Delhi/NDMC have the authority to either give direction to the owner of property to dismantle, remove, spoil, deface or screen any unauthorized and illegal advertisement or Municipal Corporations of Delhi/NDMC itself can take similar action."

The DMC Act also provides that "no person except licensed or registered advertisers or agencies is allowed to undertake the display of advertisement on behalf of others. Persons or agencies who undertake the display of advertisement, enroll themselves as licensed or registered advertisers with the Municipal Corporations of Delhi/NDMC and furnish in this regard the required information, documents, surety and fee as may be determined by the Commissioner/Chairman.

The approval on placement or location of any advertisement visible from public place, their sizes etc are all provided by Municipal Corporations of Delhi/NDMC. Municipal Corporations of Delhi/NDMC can alter, re-position or remove any hoarding as per the powers vested in them. The Commissioners directions are final and binding on all outdoor-advertisers.

In OAP 2017, it is provided that to effectively enforce provisions of the policy, the municipal corporations/NDMC must ensure that they provide deterrence for compliance. (PENALTY)

4. Revenue Sharing and Commercial Advertisement Fee

4.1 Revenue Sharing

The Outdoor Advertisement Policy 2017 will apply to all advertisements irrespective of the jurisdiction of land. However, the revenue sharing model will differ in different cases.

V-11011/82/2020-E.E.(RIP)Civil

000000/2022/BJE(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good

All the Public View advertisements under the jurisdiction of respective corporations/Council, irrespective of jurisdiction of land, will be governed by the rules and regulations laid down for outdoor advertisements in Municipal Corporations of Delhi areas. The only difference in case the land belongs to other organization will be in terms of sharing of revenue.

In case land belongs to other organisations: Government Organizations/ PSUs/ Autonomous Bodies/Statutory Bodies/Registered Societies/Corporative Societies/ Private Limited Companies etc and the structure has been built/installed by them or the advertiser in their territory for display of advertisement and it faces the vehicular traffic plying on it or comes in public view in any manner whatsoever visible from a public street or public place (including any advertisement exhibited by means of cinematographs), the concerned organization or the advertiser with their permission will have to share revenue in the following proportion:

1. Northern Railways will through the advertisers provide 25 per cent of the revenue earned through advertisement with respective Municipal Corporation of Delhi within their jurisdiction.
2. DMRC will share 35 per cent of the revenue earned through Advertisement with respective Municipal Corporations of Delhi within their jurisdiction.
3. Other concerned organizations will share 50 per cent of the revenue earned through Advertisement with respective Municipal Corporation of Delhi within their jurisdiction.

For determining any case of remission or formulation/change of policy governing outdoor advertisement including award of contract, Commissioner Municipal Corporations of Delhi or his nominee will be a member of the committee/panel taking such decision, as it involve sharing of revenue between the two organisations.

It must be ensured that all the organization which are allowing/permitting advertisement displays (after taking written permission from the Commissioners of the respective Municipal Corporations space on their land/properties must do it through tendering system or other transparent procedure only.

The Minimum Reserve Price for Permission of Advertisement Display by the Organizations on their land/properties other than DMRC/Northern Railway shall be fixed with the consultation of respective Municipal Corporations.

It should also be ensured that the awarded contracts are not allowed to continue beyond the contractual period. Any contract which is in contravention to this policy should be allowed till the end date of the present contract.

4.2 Commercial advertisement fee for Category – 1, 2&3 devices

Every person, who erects, exhibits, fixes or retains upon or over any land, building, wall, hoarding, frame, post or structure or upon or any vehicle any advertisement or, who displays any advertisement to public view in any manner whatsoever, visible from a public street or public place (including any advertisement exhibited by means of cinematographs), shall pay for every advertisement which is so erected, exhibited, fixed or retained or so displayed to public view, an advertisement fee at such rates as decided/fixed by the Municipal Corporations of Delhi/New Delhi Municipal Council, from time to time.

V-11011/82/2020-E.E.(RIP)Civil

88/004/2023/E.P.(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 9

No advertisement shall be erected, exhibited, fixed or retained upon or over any land, building, wall, hoarding, frame, post or structure or upon or in any vehicle or shall be displayed in any manner whatsoever in any place within the jurisdiction of Municipal Corporations of Delhi/New Delhi Municipal Council without written permission of Commissioner/Chairman of respective Municipal Corporation/New Delhi Municipal Council.

4.3 Commercial advertising fee for category-4 devices

1. **Self Signage having sum total of area less than/equal to 2.5 sqm** :- No signage will be allowed beyond the length of the shop. Signages with a total surface area less than or equal to 2.5 sqm for advertising (sum total of self signage device), per property/Business Establishments, shall not be subjected to any charges. The Self Signage shall be strictly installed/displayed in accordance with the general conditions laid down for Category - 4 devices in this Policy.
2. **Self Signage having sum total of area more than 2.5 sqm**:- No signage will be allowed beyond the length of the shop. Advertisement device/s for self signage/s exceeding 2.5 sq. m (sum total of self signage device), the Owner of shop/Business establishment/Institution, who erects, exhibits, fixes or retains upon or over part of building/property, where the business establishment is running its business, any such self signage advertisement or, who displays any such self signage advertisement to public view or visible from a public street or public place, shall pay for every such self signage display which is so erected, exhibited, fixed or retained or so displayed to public view, an advertisement fee at such rates as fixed by the Municipal Corporations of Delhi, from time to time. The Self Signage shall be strictly installed/displayed in accordance with the general conditions laid down for Category - 4 devices in this Policy.

5. General permission criteria for advertising devices

5.1 Outdoor advertising and road safety criteria

Roadside Advertising Devices are one of the many stimuli confronting road users. Cognitive assessment of roadside objects or devices becomes more difficult as the level of driver's attention, distraction and decision making is increased.

The permission criteria for the display of advertising devices within the jurisdiction of Municipal Corporations of Delhi/New Delhi Municipal Council are intended to ensure that a high level of safety for road users is maintained and traffic efficiency is assured.

An advertising device may be considered a traffic hazard

- If it interferes with road safety or traffic efficiency
- If it interferes with the effectiveness of a traffic control device (eg. traffic light, stop or give way sign).
- Distracts a driver at a critical time (eg. making a decision at an intersection).
- Obscures a driver's view of a road hazard (eg. at crossing or traffic red lights in the road).
- Gives instructions to traffic to "stop", "halt" or other (i.e Traffic Red Light).

V-11011/82/2020-E.E.(RIP)Civil

080/0821/2021/E.E.(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 10

- Imitates a traffic control device
- Is a dangerous obstruction to road or other infrastructure, traffic, pedestrians, cyclists or other road-users.
- Is in an area where there are several devices and the cumulative effect of those devices may be potentially hazardous.
- If situated at locations where the demands on drivers' concentration due to road conditions are high such as major intersections.

The traffic hazard potential of an advertising device varies depending on its size, location, luminance and background. The hazard generally diminishes the further the device is away from the road.

As per the policy, 2017 the advertisement devices have been categorized as follows:

Category 1: Large-format advertisements, mainly fixed on billboards/Unipoles/Bipoles/Variable Message advertising device such as LED, LCD Screens etc./and bridge / flyover panels etc;

Category 2: Advertisements mounted on public amenities, like public toilets, garbage collection points/Flag Signs etc;

Category 3: Fleets and transport related infrastructure;

Category 4: Advertisement devices for self-advertising in commercial areas

The application of control on physical characteristics is intended to minimize the level of driver distraction.

Control of the physical characteristics of advertising devices shall be as follows:

- Advertising Devices shall not use shapes that could potentially result in an Advertising Device being mistaken for an official traffic sign.
- The Code of Practice for Road Signs IRC: 67-2001 or its further amendments, by Indian Roads Congress prescribes the basic design parameters of official traffic signs and includes standard legend/background colour combinations.
- Advertising Devices shall not use colour combinations that could potentially result in an Advertising Device being mistaken for an official traffic sign.
- The Code of Practice for Road Signs IRC:67-2001 or its further amendments, by Indian Roads Congress prescribes the basic design parameters of official traffic signs and includes standard legend/background colour combinations.
- Advertising shall not contain flashing red, blue or amber point light sources which, when viewed from the road, could give the appearance of an emergency service or other special purpose vehicle warning light/s.
- All lighting associated with the Advertising Device shall be directed solely on the Advertising Device and its immediate surrounds.
- External illumination sources shall be shielded to ensure that external 'spot' light sources are not directed at approaching motorists.

V-11011/82/2020-E.E.(RIP)Civil

08/06/2023/EJE(CRIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 11

- Illumination of advertising device is to be concealed or be integral part of it
- Upward pointing light of the device shall not be allowed, any external lighting is to be downward pointing and focused directly on the sign to prevent or minimize the escape of light beyond sign.
- Any light source shall be shielded so that glare does not extend beyond the Advertising Device.
- The average maintained luminance shall be reduced to 0.5 candela or all together shut, after 2300 hours (11pm) and sunrise by automatic timing devices.
- Non-static illuminated Advertising Devices (flashing lights) are not permitted within the boundaries of Municipal Corporations of Delhi/NDMC Jurisdiction roads.
- Variable message Advertising Devices are not permitted in the area other than as specified in Summary of Category I Advertising device within the jurisdiction of Municipal Corporations of Delhi/NDMC as these cause a statistically significant distractive influence on motorist's response times to external stimuli. So, Variable Message Advertising Devices LED/LCD Screens shall be permitted on case to case basis by Commissioner of Municipal Corporations.
- This permission criterion is not intended to apply to variable message displays used by road authorities for traffic management or for displaying other corporate information. Variable message displays located at bus stops or similar places where messages are directed at, and intended for, pedestrians (not motorists) are excluded.

5.2 Outdoor hoarding and their content criteria

The policy will rely upon self-regulatory controls within the advertising industry to enforce minimum advertising standards. Notwithstanding this approach, the city agencies may take action to modify or remove any Advertising Device that contravene the Advertising Industry's Code of Ethics, (refer List of Negative Advertisements) or that otherwise causes a traffic hazard.

List of negative advertisements
• Nudity
• Racial advertisements or advertisements propagating caste, community or ethnic differences
• Advertisement promoting drugs, alcohol, cigarette or tobacco items
• Advertisements propagating exploitation of women or child
• Advertisement having sexual overtone
• Advertisement depicting cruelty to animals
• Advertisement depicting any nation or institution in poor light
• Advertisement casting aspersion of any brand or person
• Advertisement banned by the Advertisement Council of India or by law
• Advertisement glorifying violence
• Destructive devices and explosives depicting items
• Lottery tickets, sweepstakes entries and slot machines related advertisements
• Any psychedelic, laser or moving displays

V-11011/82/2020-E.E.(RIP)Civil

888/8831/2023/BJE(CR)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 12

<ul style="list-style-type: none"> • Advertisement of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.)
<ul style="list-style-type: none"> • Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
<ul style="list-style-type: none"> • Advertisements which may be obscene or contain pornography or contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986
<ul style="list-style-type: none"> • Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860; or
<ul style="list-style-type: none"> • Any other items considered inappropriate by the Committee.

For all categories of devices (except Category 3 and some Category 4 devices which are directed at pedestrians), text elements on an Advertising Device face should be easily discernible to traveling motorists. This will minimize driver distraction. Additionally, a sign shall be quickly and easily interpreted so as to convey the required advertising message to the viewer and reduce the period of distraction.

The content or graphic layout exhibited on advertising device panel shall avoid hard-to-read and overlay intricate typefaces and have letters styles that are appropriate. Under no circumstances should device contain information in text sizes, which would necessitate the driver or passenger in a moving vehicle to stop, read and/or note down, which is detrimental to the smooth flow of traffic and distracting for the driver.

All signs shall be so designed as to maintain a proportion where, as a general rule, letters should not appear to occupy more than 20% of the sign area, unless otherwise permitted by the Municipal Corporations of Delhi/NDMC.

5.3 Outdoor advertising and structure criteria

Advertising Device structures including the foundations, for categories 1 and 2 devices, shall be designed and checked for extreme wind conditions, earthquakes, soil bearing capacity etc and shall comply with relevant Indian structural design standards, codes of practice and the policy guidelines. The designs shall be certified by an experienced and practicing structural engineer and shall be submitted to the municipal body before start of work at the site.

1. The supporting structure shall have a non-reflective finish to prevent glare.
2. The device structure shall be well maintained at all times. It shall be painted in colours that are consistent with, and enhance the surrounding area and will be compliant with the criteria for colours laid out earlier in this policy.
3. Official road furniture such as official signs and delineator guide-posts shall not be used as the supporting structure of an advertising device
4. The name of the Advertising Device license holder should be placed in a conspicuous position on the device.

000006/2022/RIP(CRIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 13

5.4 Outdoor advertising devices and electrical connection

The electrical connections and components in all Advertising Devices shall be with accordance with relevant Indian Standards and designed to ensure there is no safety or traffic risk. A copy of the electrical contractor's test certificate shall be provided to the Department

No generator running on diesel/ petrol/kerosene or any bio fuel, causing noise, air or water pollution would be allowed for providing power for illumination of any outdoor advertising device.

Electricity from renewable energy sources

To promote conservation of electricity, it is important that the illumination at all outdoor advertising devices may draw power from alternate renewable resources like solar power.

5.5 Outdoor advertising and conservation areas

There are certain areas where advertising may be inappropriate due to the nature of the surrounding area. Under this policy advertising will not be allowed in the following areas:

- National Parks, district forests and water bodies in it
- Historical monuments, cremation grounds, graveyards and ruins
- World Heritage areas
- Areas classified as remnant endangered regional ecosystems
- Within religious places, like Temple, Mosque, Church and Gurudwara etc.

Exceptions to the above restrictions may apply in special circumstances. For example, for tourist service/accommodation businesses, advertising devices may be permitted as part of a regional tourist plan. In rare and exceptional circumstances, applications would be considered on a case-by-case basis by the Municipal Corporations of Delhi/NDMC.

6. Summary of permissibility of different category of advertising devices

6.1 Summary for Category-1 Devices

S. No	Description of device	Status	
		Permitted Subject to General and Specific Permission Criteria	Not Permitted
1.1	Billboards/ Unipoles/ Bipoles		
1.1.i	Industrial area	Permitted	
1.1.ii	Commercial area	Permitted	
1.1.iii	Recreational areas	Permitted	
1.1.iv	Crematoriums and Burial grounds		Not permitted
1.1.v	Transportation areas like airports/ rail terminals/ bus terminals/ truck terminals etc	Permitted	

V-11011/82/2020-E.E.(RIP)Civil

89888/2023/EJE(CRUP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 14

S.No	Description of device	Status	
		Permitted Subject to General and Specific Permission Criteria	Not Permitted
1.1.vi	Other areas like residential area, institutional, heritage, monument etc including mixed land use.		Not permitted unless approved by Commissioner, Municipal corporations of Delhi
1.1.vii	On rooftops of residences		Not permitted
1.1.viii	On mobile vans for purposes of advertising		Not permitted
1.2	Trivision		Not permitted
1.3	Railway Bridge panels**		Not Permitted (except for DMRC, Railway subject to conditions below)
1.4	Flyover panels**		Not Permitted (except for DMRC, Railway subject to conditions below)
1.5.	Foot Over Bridge (FOB)**		Not permitted(except for DMRC, Railway subject to conditions below)
1.6	Building wraps		
1.6.i	Malls and Airport area	Permitted	
1.6.ii	Cinema Halls	Permitted	
1.6.iii	Metro Station Buildings	Permitted (except NDMC area)	
1.6.iv	Area/Properties other than Malls, Airport area, Metro Station Buildings and Cinema Halls.		Not Permitted
1.7	Variable message Advertising devices such as LED, LCD Screens etc.		
1.7.i	Industrial area		Not Permitted unless approved by the Commissioner, Municipal Corporations of Delhi.
1.7.ii	Commercial Area	Permitted	
1.7.iii	Recreational areas		Not Permitted unless approved by the Commissioner, Municipal Corporations of Delhi.

V-11011/82/2020-E.E.(RIP)Civil

88004/2022/BJE(CR)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 15

S. No.	Description of device	Status	
		Permitted Subject to General and Specific Permission Criteria	Not Permitted
1.7.iv	Crematoriums and Burial grounds		Not permitted
1.7.v	Transportation areas like Airports, rail terminals/ bus terminals/ truck terminals etc.	Permitted only in Airport area	
1.7.vi	Other areas like residential area, institutional, heritage, monument etc including mixed land use.		Not Permitted unless approved by the Commissioner, Municipal Corporations of Delhi.
1.7.vii	On rooftops of residences		Not permitted
1.7.viii	On mobile vans for purposes of advertising		Not permitted
1.8	Ground-Level Hoardings	Permitted for Airport area only.	

** Special exemption is granted to Northern Railways and DMRC to install category -1 billboard on Railway Bridge Panels, Flyover Panels and Foot-Over-Bridges. This exemption is conditional to clearance of site and billboard plan by Commissioner, Municipal Corporations of Delhi. There is concern about safety of such billboards as they hang over the road, which is used by motorists and pedestrians. Therefore, utmost structural stability must be provided by the two agencies during installation of such billboards and they will also be liable for any mishap. As such billboard on Foot-Over-Bridges, Flyover Panels, Railway Bridge Panels have the propensity of distracting drivers due to Head on view and could be potential safety hazards, all efforts should be made to avoid visual clutter and ensure both safety and aesthetics. The distance criteria of 75 meter between existing unipoles of MCD and existing FOB advertisement will not apply in this case.

6.2 Summary of Category-2 devices

S. No	Description of device	Status	
		Permitted Subject to General and Specific Permission Criteria	Not Permitted
2.1	Public amenity mounted devices: garbage and toilet facilities	Permitted	
2.2	Devices Mounted on Service oriented facility	Permitted	
2.3	Devices mounted on Roadside kiosks	Permitted	
2.4	Devices along with Information for public	Permitted	

V-11011/82/2020-E.E.(RIP)Civil

886/8821/2023/E.E.(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 16

S. No	Description of device	Status	
		Permitted Subject to General and Specific Permission Criteria	Not Permitted
2.5	Devices mounted on Public assistance facility	Permitted	
2.6	Pier or pylon mounted device		
2.6.i	Flyover columns	Permitted	
2.6.ii	Metro columns	Permitted	
2.6.iii	Others		Not Permitted for any other area or surface unless approved by Commissioner, Municipal Corporations of Delhi
2.7	Pole Kiosk	Permitted	
2.8	Protection screen/ Nallah culvert advertising devices	Permitted	
2.9	Informal advertising display board		
2.9.i	Residential area	Permitted	
2.9.ii	Commercial area	Permitted	
2.9.iii	Recreational areas	Permitted	
2.9.iv	Public parks, gardens etc	Permitted	
2.9.v	Premises of Public buildings	Permitted	
2.9.vi	Other areas along side road		Not Permitted
2.10	Vehicular Mounted Devices: Bus advertising – private and public		
2.11	Vehicular Mounted Devices: Metro trains, City Rails	Permitted	
2.12	Vehicular Mounted Devices: Delivery and service vehicle advertising	Permitted	
2.13	Taxi and intermediate public transport advertising	Permitted	
2.14	Mobile vehicle		Not permitted
2.15	Air Borne devices		Not permitted (only social messages permitted)
2.16	Roof mounted devices in residences		Not permitted
2.17	Flag Signs		
2.17.i	Industrial area	Permitted	
2.17.ii	Commercial area	Permitted	
2.17.iii	Recreational areas	Permitted	
2.17.iv	Crematoriums and Burial grounds		Not permitted

V-11011/82/2020-E.E.(RIP)Civil

824006/2023/EJE(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 17

S.No	Description of device	Status	
		Permitted Subject to General and Specific Permission Criteria	Not Permitted
2.17.v	Transportation areas like airports/ rail terminals/ bus terminals/ truck terminals etc	Permitted	
2.17.vi	Other areas like residential area, institutional, heritage, monument etc including mixed land use.		Not Permitted unless approved by the Commissioner, Municipal Corporations of Delhi.
2.17.vii	Outside city limit	Permitted	
2.17.viii	On rooftops of residences		Not permitted
2.17.ix	On mobile vans for purposes of advertising		Not permitted
2.18	Device mounted on Street Furniture	Permitted	

6.3 Summary of Category-3 devices

S.No	Description of device	Status	
		Permitted Subject to General and Specific Permission Criteria	Not Permitted
3.1	Bus shelter and bus deport	Permitted	
3.2	Parking	Permitted	
3.2.i	Parking Display Boards	Permitted	
3.2.ii	Two sides of Khokha	Permitted	
	Parking tickets	Permitted	
3.2.iii	Parking uniforms	Permitted	
3.3	Landscape Advertising devices	Permitted	
3.3.i	Fence Advertising devices	Permitted	
3.3.ii	Devices mounted on Tree Guards	Permitted	
3.4	Traffic Barricading	Permitted	

6.4 Summary of Category-4 devices

S.No	Description of device	Status	
		Permitted Subject to General and Specific Permission Criteria	Not Permitted

V-11011/B2/2020-E.E.(RIP)Civil

02/006/2023/EIP(Civil)

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good IS

4.1	Fascia Sign for self-advertising	Permitted
4.2	Awning Sign for self-advertising	Permitted
4.3	Projected sign for self-advertising	Permitted
4.4	Footway and Roadside vendor sign for self-advertising	Permitted
4.5	Real estate sign	Permitted
4.6	Welcome Sign	Permitted
4.7	Construction sign for-self advertising	Permitted

7. Specific conditions for different category of advertising devices

7.1 Specific conditions: Category 1

S. No.	Type	General description	Description of device	Specific parameters			
				Length	Width	Max Height	Min Ground Clearance
1.1	Category-one	Large format outdoor advertising device	Billboards/Unipole				
1.1.1			For roads less than 100 feet, road-way	6m	3m	10m 14m for Railways and Airport (Not permitted in NDMC areas)	2.5m
1.1.2			For roads more than 100 feet, roadway	10m	5m	10m for Railways & Airport (Not permitted in NDMC areas)	2.5m
1.2			Trivision	NA	NA	NA	NA
1.3			Railway Bridge panels	18m	3m	-	-
1.4			Flyover Panels	18m	3m	-	-
1.5			Foot-Over-Bridge	18m	3m	-	-
1.7			Variable message Advertising devices such as LED, LCD Screens etc.	10m	5 m	-	-
1.8			Ground-Level Hoarding	10m	5m	14 m	-

V-11011/82/2020-E.E.(RIP)Civil

886/8831/2023/EJE(CRUP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 19

Note:

i. The Length and Width for advertising display for Category 1 devices can be interchanged/alterd as per suitability but not exceeding the total area (Length multiplied by Width).

ii. In the case of airports, the Length and Width for Unipole/Billboard and Ground Level Hoardings can be increased on case to case basis upto the maximum dimension of 14m x 8m and 20mx 5m respectively by Commissioner, Municipal Corporations of Delhi

7.1 a Specific Permission Criteria: Category 1

a.	Lateral placement	<ul style="list-style-type: none"> • Not permitted in medians. • Not permitted on traffic islands and where carriageways diverge. • Not permitted on footpaths. • Where the footpath does not exist the outdoor advertising device shall not be permitted within 3 metres from the edge of existing carriageway.
b.	Longitudinal Placement	<ul style="list-style-type: none"> • Not permitted within 75 m of any traffic red-light erected for the regulation of traffic. • Not permitted if any such form as will obstruct the path of pedestrians. • Not permitted if in any manner and at such places as to obstruct or interfere with the visibility of approaching, merging or intersecting traffic. • Not permitted within a round-about of diameter less than 100m as measured from the outer width of the round-about. • Distance between two advertisement displays on flyover panel/railway bridge/FOB must not be less than 75 m to avoid visual clutter. However, two advertisement panel (back to back on Railway Bridge Panel/Flyover Panel/FOB i.e. both sides facing traffic) of specified size shall be permitted on Railway Bridge Panel/Flyover Panel/FOB at one location subject to the conditions mentioned at Footnote below the Summary for Category-1 Devices.
c.	Other placements	<ul style="list-style-type: none"> • In NDMC areas, unipoles will not be allowed along railway bridges • In NDMC areas, no large size (category 1) billboards will be allowed, other than those billboards which substantially support social and charitable activities in the discretion of the NDMC. • The locations where large format outdoor devices are placed along the sides of the railway bridge, flyover than maximum height of the device from the road level shall be measured clearly from the top of flyover and centre of the flyover. • Building wrap will be permitted strictly on Malls, Airport area, Metro Station Buildings and Cinema Halls only. • Building Wraps shall not create any hindrance in Ventilation, Natural Lighting and Opening of Doors/Windows. • Building Wraps shall not cross/on the Roof Top Level of the Building and shall be displayed within the building boundaries. • Not permitted in residential areas • Not permitted within 75m of another Category 1 device except Building Wraps.

V-11011/82/2020-E.E.(RIP)Civil

80006/2023/EJE(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 20

	<ul style="list-style-type: none"> The minimum distance to be maintained between any two Building Wraps shall be 10 m, however, the minimum distance between any two building wraps can be increased depending on site conditions on case to case basis so as to avoid visual cluttering by the Commissioner, Municipal Corporations of Delhi.
--	---

7.2 Specific conditions and provisions: Category 2

S. No.	Type	General description	Specific parameters				Special conditions
			Length	Width	Area	Min Ground clearance	
2.1		Public amenity mounted devices: garbage and toilet facilities	--	--	Up to 23 sqm per single unit	--	Permitted only over approved surfaces of specified properties designed for providing certain civic amenity/facility/service for public benefit. The Amenity shall not interfere with the general function of the road or premises or cause impediment to sight distances for motorists. The activities of the amenity shall not spillover beyond the designated area onto the surroundings, unless otherwise permitted.
2.2	Devices mounted on service oriented facility	Drinking water, kiosk outside colony to facilitate payment of bills/etc (G2C kiosk)	<70 % of the visible area to Public.		The unit will be allowed to display up to 3 panels, each not more than 3mx 3m		The facility will not be allowed to be used for any other purpose than what has been agreed to in the contract. No device placed within the designated area of facility shall project beyond the assigned surface proposed in facility The amenity and the device mounted on the surface of facility shall be such that it creates no hindrance to the flow of vehicular or pedestrian traffic. The advertiser shall be responsible for providing services like water, sewage, garbage collection etc as required for smooth functioning of the facility or as per the terms of the agreement. Daily and regular upkeep shall be the responsibility of the advertiser, is also responsible for maintenance of hygienic conditions in and around the

V-11011/82/2020-E.E.(RIP)Civil

804004/2022/RIP(Civil)

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 21

S. No.	Type	General description	Specific parameters				Special conditions
			Length	Width	Area	Min Ground clearance	
							<p>facility or as per the terms of the agreement.</p> <p>General illumination required for the functioning of the facility shall be provided and maintained by the Advertiser.</p> <p>Allotment will be made through tender system or through other transparent system as laid down by the corporation.</p> <p>The space required for group/queue formation wherever applicable in front of the facility shall be included in the setback from the adjoining curb line or any adjoining structure or site features.</p> <p>No advertising shall be permitted till the facility is completely operational. An "Out of Service" sign shall be placed on the facility in case of the facility becoming non-operative on account of a fault, repair or routine maintenance.</p> <p>All defunct or non-operational facilities shall not be allowed to advertise any advertisement.</p>
2.3	Devices mounted on road side kiosks	Tea/Cold Drink Kiosk/Fruit juice, Snack bar, Florist, Paan, cigarette, kiosk, puncture repair, Kiosk for barber cobbler, milk booth etc.			< 2.25 Sqm		A strict control shall be maintained on the timing of operation of the facility or service and the same shall be displayed appropriately on the facility interface.

V-11011/82/2020-E.E.(RIP)Civil

888/8831/2020/E.E.(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 22

S. No.	Type	General description	Specific parameters				Special conditions
			Length	Width	Area	Min Ground clearance	
2.4.	Devices along with information for public	city maps, colony maps etc.			< 2.25 sqm		
2.5	Devices mounted on public assistance facility	Police assistance, traffic police assistance, tourist assistance			< 2.25 sqm		
2.5.1	Devices Mounted on Street	Benches, Clock towers, dustbin etc.			< 2 sqm		<ul style="list-style-type: none"> • Advertisement on street furniture shall not exceed 2 sq. mtr. on a single side. • When more than one facility is installed parallel to the roadways or in a cluster, they shall be separated by a minimum of 5 mtr distance. • Shall not be placed so as to obstruct pedestrian movement and shall be located so as to not create a hazard for traffic, bicycle, or wheel chair users in and around the locations. • Not permitted on a road median, which is less than 1.2 mtr wide. • Shall not have sharp edges with a view to avoid a chance of injury or damage to any person or object. • On arterial roads with kerb,

V-11011/B2/2020-E.E.(RIP)Civil

886006/2023/BJE(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 23

S. No.	Type	General description	Specific parameters				Special conditions
			Length	Width	Area	Min Ground clearance	
							<p>the facility should be placed no closer than 1 mtr. from the face of the kerb shall be not less than 0.5 mtr.</p> <ul style="list-style-type: none"> Device mounted on street furniture shall be non reflective in nature.
2.6	Pier or pylon mounted device	Road flyover pylons, metro pillar etc.	0.76 m	0.1m	Not exceeding 0.91 sq. m	1.2 m	<ul style="list-style-type: none"> Surface mounted device shall be permitted only in the landscaped area under the Viaduct or Flyover and shall not spillover to the roads footpaths or to the top. No Pier surface mounted device shall be permitted on the pier abutting a traffic intersection. The Pier surface mounted device shall be fitted on every alternate pier after the traffic intersection wherever it cuts under the viaduct or the flyover. Surface mounted device shall be mounted on two sides of the Metro / Flyover pier in the direction of the traffic flow and not parallel to it. In case of their being more than one Pier per bay as in the case of Flyovers, maximum of two surface mounted device shall be permitted per bay preferably on the outer road-side piers. The Pier surface mounted device shall be fixed to the Pier with extreme care without causing any damage to the structure. Minimizing the contact points with the Pier, the fixing member/s shall be invisible and concealed behind the sign. The Rights for advertising under the Metro Viaducts and Roadway Flyovers shall be granted in lieu of provision and maintenance of

V-11011/82/2020-E.E.(RIP)Civil

889004/2023/RIP(CRUR)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 24

S. No.	Type	General description	Specific parameters				Special conditions
			Length	Width	Area	Min Ground clearance	
							landscaping of the areas located directly under the Viaducts and Flyovers.
2.7	Pole Kiosk:		0.76	0.1m	Not exceeding 0.91 sqm	1.2m	<ul style="list-style-type: none"> • Shall not exceed 0.91 sq. m of advertisement display area and shall only be displayed in portrait format. • Under no circumstances shall a sign project beyond 0.1m from the face of the pole on which it is mounted. • Advertisement Devices shall not be placed so as to obstruct pedestrian movement or view of the traffic (in case where sign is placed on the median of the road) or pedestrians (where sign is placed over a pedestrian walkway). • The commercial advertising sign attached to Pole Kiosk shall be non-reflective in nature. • The top of advertisement device shall be at least 2 m below any light fixture and the bottom of such poster not less than 3.0 m above the ground level. • Advertisement Device shall not cover any Mandatory/ Cautionary signs or the cover plates on street lamp pole. • Advertisement Device shall not be displayed on the first three street lamp poles from any intersection or traffic light. • Only one Advertisement Device structure (single frame containing one or two back to back posters) is permitted per street lamp pole. • The sides, top/bottom and the rear sides (in case of single sided sign) shall be framed with an appropriate material to hide the inside and their fixing system. • The material of the poster can be

899/8821/2022/E.E.(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 25

S. No.	Type	General description	Specific parameters				Special conditions
			Length	Width	Area	Min Ground clearance	
2.8		Protection screen/nallah culvert advertising devices	1.2m	1.8m	< 2.16 sq. mtr.	0.75m	<p>paper (large size printed paper) or stretched vinyl sheet.</p> <ul style="list-style-type: none"> No projection, cutout on the pole kiosk is permitted. Permitted only on road-facing side. Shall be centered along with the structural grid of the existing protection screen by placing them centrally in between the structural support alternately e.g. one filled and two empty. The advertising sign shall in no case project above the top of the edge of the protection screen. The device panel corners shall not have sharp edges with a view to avoid any chance of injury or damage to any person or object.
2.9		Informal advertising display board	2.5m	1.2m	<3 sqm	1.2m	<ul style="list-style-type: none"> As per the policy of NDMC informal advertising devices should be restricted to a demarcated basis in govt./pvt colonies, inside market areas, near public parks, and the premises of public buildings. Informal advertising shall not be permitted along the roads. The billboard/poster will be allowed for a maximum period of 48 hours. As per the policy of Municipal Corporations of Delhi, informal advertising devices should be restricted to the specific site / wall as may be provided by the Municipal Corporations of Delhi in each of its wards, near Govt./private colonies, inside market areas, near public park and the premises of the public buildings. No political/religious/social poster free of cost will be allowed beyond the stipulated area. In Municipal Corporations of Delhi area the billboard/poster will

888035/2023/BJE(CIR)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 26

S. No.	Type	General description	Specific parameters				Special conditions
			Length	Width	Area	Min Ground clearance	
							<ul style="list-style-type: none"> be allowed for a maximum period of 1 week. No political/religious/social poster free of cost should be allowed to be pasted beyond the stipulated area.
2.10		Vehicular Mounted Devices: Bus advertising-Private and public					<ul style="list-style-type: none"> Area for advertisement/ name/logo shall not exceed 75% of the surface area on each side of the vehicle except the front of the vehicle. Permitted only on vehicles whose primary purpose is to serve a useful function in the transportation or conveyance of persons or commodities from one place to another, unless otherwise specified, no transportation vehicle shall be used for the sole purposes of advertising. No vehicles carrying advertisement shall be parked on a public right of way or in a location on a private property, which is visible from a public right-of-way. No animation or movement in any form shall be permitted in fleet advertising. Advertising devices will be allowed inside the public utility vehicle. Bus Advertising devices shall not interfere in any way with the mandatory vehicle signs such as purpose of the bus service, number plate, etc.
2.11	Vehicular Mounted Device	Metro trains City rails					<ul style="list-style-type: none"> Metro Rails or The City Rails running within the city limits can use the entire exterior body of the rail wagon for the purpose of advertisement.
2.12	Vehicular	Delivery and	Na	Na	Na	Na	<ul style="list-style-type: none"> Area for Advertisement/ name/logo shall not exceed 50% of

V-11011/82/2020-E.E.(RIP)Civil

88886/2021/E.E.(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 27

S. No.	Type	General description	Specific parameters				Special conditions
			Length	Width	Area	Min Ground clearance	
	Mounted Device	service vehicle advertising					<p>the surface area on each side of the vehicle.</p> <ul style="list-style-type: none"> Separate application for separate delivery vehicle, with detail of registration number etc Taking clearance from Delhi Traffic police and RTO etc shall be the responsibility of advertiser. The delivery vehicles shall only be permitted to advertise the own product / service offered/carried by the company/owner.
2.13		Taxi and intermediate public transport like auto rickshaw and radio taxis					<ul style="list-style-type: none"> Area for Advertisement/ name/logo shall not exceed 75% of the surface area on each side of the vehicle. Separate application for separate taxi, with detail of registration number etc No animation or movement in any form shall be permitted on taxi advertising Taking clearance from Delhi Traffic police and RTO etc shall be the responsibility of advertiser, and the conditions set by them shall be followed.
2.14		Mobile vehicle for purposes for advertising. Not permitted	NA	NA	NA	NA	
2.15		Air Borne devices (only permitted for social messages)	--	--	--	19.5m	<ul style="list-style-type: none"> Air borne devices will be exclusively for social messages. The Air Borne Device shall, be erected, fixed and secured in accordance with the specified guidelines as per Municipal Corporation of Delhi offer letter/ contract/ agreement

V-11011/82/2020-E.E.(RIP)Civil

025/021/2023/EJE(CRUT)CIVIL

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 28

S. No.	Type	General description	Specific parameters				Special conditions
			Length	Width	Area	Min Ground clearance	
							<ul style="list-style-type: none"> The gas used in inflating the balloon shall not be hazardous or flammable. No other smaller balloons shall be attached to the balloon or its supporting or secure lines. Air Borne Device not be permitted in the air funnel area. As per NDMC the air-borne advertising devices may be permitted in central vista area & at Central park, Connaught Place with prior approval of Chairperson, NDMC.
2.16		Flag Signs	2 m	1.5 m	3sq m	2.2 m	<ul style="list-style-type: none"> Flag Signs advertising device shall be permitted only in commercial areas/ markets. This advertisement device shall be useful in attracting the shop owners in the market area to display their product for selling through smaller and uniform advertising medium which shall enhance the city aesthetics by way of advertisement on uniform platform. <p>Note: The Length and Width for advertising display for Flag Sign is devices can be interchanged/ altered as per suitability but not exceeding the total area (Length multiplied by Width).</p>

7.2 a Specific Permission Criteria: Category 2

a.	Lateral placement	<ul style="list-style-type: none"> Not permitted in road medians excluding Pole Kiosks. Not be permitted on traffic islands and where carriageways diverge so much that oncoming traffic is not visible Not permitted within the pedestrian footpath and if any part of device is projected in the right of way A minimum gap of 2m must be maintained between amenity and site features like pavement curbs, trees, electrical poles, boundary walls etc.
----	-------------------	--

V-11011/B2/2020-E.E.(RIP)Civil

020/0021/2020/E.E.(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 29

b.	Longitudinal Placement	<ul style="list-style-type: none"> The distance shall be maintained as per the specific contract clauses as mentioned by Municipal Corporations of Delhi/NDMC while inviting tenders and proposals. Any deviation from the clause shall be approved by the Commissioner of respective Municipal Corporations/Chairman, NDMC. For devices mentioned under 2.1 for amenities, the location shall be such that it does not result in inappropriate stopping or parking of vehicles on roads. A minimum gap of 2m must be maintained between amenity and site features like pavement curbs, trees, electrical poles, boundary walls etc. Unless specified, the principle of lateral and longitudinal placement will be applicable to category 1 device only
----	------------------------	--

7.3 Specific Conditions : Category 3

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
3.1		Bus Shelter and Bus Depo	As per MCD/NDM C and DTC approval	As per MCD / NDM C and DTC approval	As per MC D/ ND MC and DTC approval	As per MCD/NDM C and DTC approval	As per MCD/NDMC and DTC approval	<ul style="list-style-type: none"> The approach end of passenger transport shelter shall be either open or transparent to provide waiting passengers with maximum visibility of the approaching passenger transport vehicle. The advertisement can either be backlit or nonlit, front lighting with additional projected brackets etc. The advertisement devices shall not project outside the roof top boundary. Non-static illumination, neons, changing LEDs, changing of illumination colour, flashing lights etc. are not permitted. A minimum specified gap of 1500mm must be

V-11011/82/2020-E.E.(RIP)Civil

89606/2023/EJE(CUP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good. 30

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
								maintained between the bus shelter and the site features like trees/shrubs, pavement curbs, boundary/building walls, electrical poles, etc. <ul style="list-style-type: none"> • Since a BQS would only be erected at a site where it is not a traffic hazard, the advertisement on the BQS should be excluded from the various conditions of minimum distances from road junction, etc. • The content of advertisement will be governed as per the general advertisement policy.

Specific permission criteria for Bus shelter

- Any Advertising Device attached to a passenger transport shelter or a seat requires relevant DTC and Municipal Corporations of Delhi/NDMC approval.
- Sponsorship arrangements for the supply of infrastructure may be managed by Municipal Corporations of Delhi and DTC subject to keeping in considerations the interest of both.
- Where new infrastructure is to be installed under the jurisdiction of Municipal Corporations of Delhi/NDMC, the department shall be consulted by DTC and the advertiser (BOT or Swiss Challenge system) early in the planning phase.
- The proponent shall provide evidence of a public liability policy of insurance and must provide indemnity for all such installations.
- The bus shelters shall be provided with a city map of the neighborhood area close to bus stop, the map shall be provided on the side panels for the commuter to read easily.

V-11011/82/2020-E.E.(RIP)Civil

~~884064/2023/EJE(RIP)Civil~~

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 31

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
3.2		Parking	As per MCD Approval	As per MCD Approval	As per MCD Approval	As per MCD Approval	As per MCD Approval	<ul style="list-style-type: none"> • No part of the parking advertising device shall project into the public right of way. • Parking signs should be electronic controlled to give clear information about occupancy status. Free Standing parking advertising devices shall be placed on the edge of the Authorized Parking Lots in a manner as to not interfere with vehicular or pedestrian movement into and out of the facility. • Advertising Sign face/ of the Free Standing advertising devices in parking area shall be oriented inwards facing the parking bays. • The number of free standing devices shall be determined by the peripheral length of the Parking facility. However, overall spread of the parking advertising Signs shall not exceed 50% of the Sum total of the peripheral length and the same shall be spread across to a maximum of three sides of the peripheral edge. • Minimum distance to be maintained shall not be less than 1.5m. • No Free Standing advertising device on any parking location shall be permitted abutting the

V-11011/82/2020-E.E.(RIP)Civil

884004/2023/EJE(Civil)

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 32

S.No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
								periphery of the following i. Access road passing in front of the Parking Lot / filling station ii. Shopping Arcade/ Precincts. iii. Access roads/ lane leading to another facility beyond <ul style="list-style-type: none"> The power supply shall be as per mentioned in general permission criteria System of state parking may be introduced which may be supported by the finances being accrued from the advertisement displayed on the stacks.
3.2.1		Parking (Two display boards)			Up to 18 sq. m		7 ft	<ul style="list-style-type: none"> Two display boards of the size 40ft x 8ft each shall be permissible in each parking site. The boards will contain advertisement at first half portion (20ft x 8ft) & parking rates prescribed by the MCD at the other half portion.
3.2.2		Two sides of Khokha			Up to 18 sq m			<ul style="list-style-type: none"> Each parking has a provision for erection of a Khokha for keeping helmets, sitting of parking attendants etc. on which advertisement will be permitted on any two sides with the maximum limit of each display not exceeding 20ft x 8 ft. It will be duty of the

V-11011/82/2020-E.E.(RIP)Civil

888006/2023/EJE(CR)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 33

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
3.2.3								advertiser to ensure that Khokha are well lit and aesthetically built.
		Parking tickets and uniforms	As per MCD approval	As per MCD approval	As per MCD approval	As per MCD approval	As per MCD approval	<ul style="list-style-type: none"> The parking tickets shall contain MCD hologram on the front side with rates of parking fee & advertisement on the reverse side. There will be uniformity in the parking tickets in all MCD authorised parking areas.

Specific permission criteria for parking

The parking advertising rights shall be clubbed with developing a proper parking information system that should provide real time information on the proper location & availability of parking spaces to facilitate the vehicle owners as well as the MCD Authorities for better management of the existing parking scenario. Provision at the entry and exit point regarding the parking fee, timeline, name of the parking site owner with telephone number, complaint box, along with advertising devices shall be provided. The parking attendant shall be in uniform with logo in front of uniform and advertisement at rear is permitted. Also the advertisement on parking tickets and small kiosk erected inside.

3.3		Landscape advertisement device						<ul style="list-style-type: none"> All Landscape advertising devices shall be located only at design location as approved by Municipal Corporations of Delhi. All Landscape advertising device shall be adequately maintained to assure continued readability of the message. Advertiser shall be responsible for suitable upkeep and maintenance pruning of vegetation surrounding the landscape advertising devices such as shrubs etc. to enable visibility of the
-----	--	--------------------------------	--	--	--	--	--	--

V-11011/82/2020-E.E.(RIP)Civil

888006/2023/E.P.(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 34

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
								advertisement. <ul style="list-style-type: none"> No Landscape advertising device shall project beyond the assigned surface on which it is fixed. Advertiser shall be responsible for all Landscaping related work including planting, daily maintenance and watering etc. Permission should be given to the registered advertiser. The requirement of the landscape advertising for the specific zone shall be led down as decided by the Commissioner/Municipal Corporations of Delhi.
3.3.1		Fence Advertising devices	1.5m	<0.3m including base	2.25 sqm	1.5m	As per MCD approval	<ul style="list-style-type: none"> The Fence Advertising Signs shall be Advertising Plates measuring 0.2sqm in area The fence over which Sign is fixed shall consist of fence modules of specified design. In case of locations where the fence modules are not already in place the same shall be designed and approved by the Concerned Authority. The signs shall be fixed on the outer face of the fence parallel to the direction of the traffic flow The sign shall be permitted on every alternate fence module maintaining a minimum interval of 3m centre to centre between

V-11011/82/2020-E.E.(RIP)Civil

89/004/2023/BJE(CRIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 35

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
								any two signs. <ul style="list-style-type: none"> The sign shall be centered and aligned to the centre of the fence module horizontally The total number of fence advertising signs appearing on a particular fence shall depend on the design and length of the fence. The fence shall be covered with green cover such as creepers etc. to the maximum extent possible planted from within. No illumination in any form shall be permitted on the fence advertising sign. All fence advertising sign shall be non-reflective in nature. No retro-reflective, reflective film or paint shall be used on fence."
3.3.2		Devices mounted on tree guards	0.3m	0.3m	0.09 sqm	The device shall be integral part of tree guard	As per Municipal Corporations of Delhi approval	<ul style="list-style-type: none"> Signs shall be square advertising plates measuring 0.3m x 0.3m. The tree guards shall be provided with 1.5m x 1.5m or 1.2m x 1.2m cast iron modular grating for protection of roots and for water to seep in the roots, as per approved design by Municipal Corporations of Delhi. The Tree Guards advertising sign attached to Tree Guard shall be non reflective in nature. Advertiser shall make sure to plant, maintain, prune and water the plant without causing any damage to the tree guard or the Tree

V-11011/82/2020-E.E.(RIP)Civil

88/86/2023/RIP(Civil)

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 36

S.No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
								Guards advertising sign. <ul style="list-style-type: none"> No illumination in any form shall- be permitted on the Tree Guards advertising sign. Following ratio of 70:20:10 proportionate numbers of Tree Guard Advertising Signs shall be distributed at regular intervals for Commercial Advertising, social message and logos of participating agencies respectively. Permutations and combinations shall be worked out according to the - frequency of the Sign. Permission should be granted in a transparent manner
3.4		Traffic barricading	0.6m	0.3m			Mounted on traffic barricading	<ul style="list-style-type: none"> Signs shall be advertising plates measuring 0.6mx0.3m Advertising sign shall be an integral part of the design. The advertising sign attached to the barricading can be reflective in nature.

7.4 Specific Conditions : Category 4

S. No.	Type	Description of device	Specific parameters					General Conditions
			Length	Width	Area	Max Height	Min ground clearance	
4.1			Na	0.3m		<0.9m in general	2.5m	<ul style="list-style-type: none"> All Fascia signs shall conform (should not exceed) to a maximum

V-11011/82/2020-E.E.(RIP)Civil

82/006/2023/EJE(CRIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 37

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
						and can be increased upto 2 m depending on the site condition and subject to approval of the Commissioner on case to case basis as explained in the note below.	height of 0.9m. <ul style="list-style-type: none"> • No part of any such sign shall extend above the top level of the wall upon or in front of which it is situated • The width of the signage is allowed to extent of the width of the shop- External Fascia signs shall be mounted at a datum line not lower than 0.9m from top finished level. • Within the enclosed corridors or verandah like in location, the fascia sign must follow the datum line coinciding with the top of the shop/ business opening. • In case of double height openings in frontage the datum line of the sign shall be at 0.9m from the soffit of the ceiling. • The signage should not obstruct the open railings, jail, grill or any architectural features. In case the signage is placed below a railing or grill, its datum line shall coincide with the slab level or up to 0.9m from the bottom of the drop whichever is less to expose the architectural design of the railing. • Each business shall restrict itself to only one fascia sign. The signs by no means shall exceed the frontage of the premises of the business (in terms of the Width). • One additional sign is 	

V-11011/82/2020-E.E.(RIP)Civil

88/005/2023/BJE(CRUP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 38

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
								<p>permitted for each business establishment having a rear, or side building face with a public entrance.</p> <ul style="list-style-type: none"> • One additional fascia sign is permitted on each wall face fronting on a dedicated pedestrian or vehicular street or parking lot. • Internal illumination of a translucent sign face, or individual letters, characters or figures shall be permitted, such that the sign face, letter or character glows. • Flashing and Mechanical Movement graphics are not permitted. Excessive or Special illumination schemes, both on & within buildings (including windows & doorways) and sites shall not be permitted. Illuminated & animated signs are not to detract from the architecture of the supporting building during the daytime. • The Owner of Shop/Business Establishment/Institution shall only be permitted to advertise the organization/business name/logo for self- signage having area less than/equal to 2.5 sqm, which is free of charge. No surrogate advertising shall be permitted. • The Owner of Shop/Business

V-11011/82/2020-E.E.(RIP)Civil

888/8821/2023/EJE(CRUP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 39

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
								Establishment/Institution shall be permitted to advertise the organization/business/product/service/ name/logo for Self Signages having area more than 2.5 sqm subject to payment of Advertisement Fee and Prior written Permission of Commissioner, Municipal Corporations of Delhi.
<p>• Note :- The maximum height limit of Self Signages for Commercial Institutions, Showrooms, Hotels, Restaurants, Marts, Shopping Complex etc. shall be maximum 2 metre (proportionate to the Building façade area) as decided by the Commissioner, Municipal Corporations of Delhi on case to case basis. The signage shall not block natural light or ventilation in building/premise and shall not contravene the criteria mentioned above in general conditions.</p>								
4.2	On premises signs. Awning Sign.		<2m	<1m	<2sqm	As approved by Municipal Corporations of Delhi	2.7m	<ul style="list-style-type: none"> • A sign shall be fixed at right angles to the street line. • Where enterprise facades exceed 20m in length, more than one sign may be allowed, spaced at a minimum of 6m intervals. • Self-illuminated Awning Signs are not permitted. • Permitted only on premises used for commercial, office, industrial or entertainment purposes. No Under-awning sign shall project at any point more than 100 mm from the surface to which it is affixed. • No Under-awning sign shall exceed a vertical dimension of 600mm and a horizontal dimension of 900 mm • No Under-awning sign shall extend above, below or beyond any extremity of

V-11011/82/2020-E.E.(RIP)Civil

888006/2023/RIP(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 40

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
								a parapet wall, balustrade, railing, beam or fascia. • Not more than one Under-awning sign per facade per enterprise shall be allowed, unless the facade exceeds 20m in length, where more than one sign shall be allowed if they are spaced at a minimum of 6m Intervals.
4.3		Projecte d sign: for self adve rtisi ng only						• Maximum height of letters: not exceeding 250mm when horizontally aligned; not exceeding 400mm when vertically aligned to the sign. • Maximum height of logo shall not exceed 750mm within the sign surface. • In no case shall any projecting sign be attached to a lamppost, traffic sign or any vertical structure other than the shop front where the business or service is practiced. • In no case, shall any projecting sign be attached to a heritage building, educational facilities, and buildings that house government offices. • For the NDMC areas - NDMC is not in favor of permitting separate signages for each business on the outside wall of a multi-storied building.
		Insta lled on Buil ding					>2.5m but <9m	• Projecting signs overhanging public land must have a minimum clearance of 2.5 meters above ground level (or a

826004/2023/RIP(Civil)

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 41

S. No	Type	Description of device	Specific parameters					Special conditions
			Length	Width	Area	Max Height	Min ground clearance	
		ht not exceeding 18m						footpath). <ul style="list-style-type: none"> • No projection of the signage or any part of its supports or frame- work shall project more than 1 m beyond the building. • The sign shall not project more than 0.6m beyond the building, or plot line facing the street. • A projecting sign shall not be fixed other than at right angles to the street line. • No projected sign shall be attached to the transom of a doorway or display window. • No projecting signs shall extend above the parapet or top most edge of a roof or above the part of the building face to which it is attached.
		installed on building ht not exceeding 36m					12m	<ul style="list-style-type: none"> • Only one projecting sign shall be allowed per enterprise façade provided the width of the facade is at least 4.5m. • Only one projecting sign per façade shall be permitted vertically as well as horizontally • Material of the framework or supporting structure of the sign should be made of non-combustible material. • The lateral movement of the sign should be restricted and restrained securely using appropriate bracing/ bracketing to prevent from swinging.

V-11011/B2/2020-E.E.(RIP)Civil

882/2023/B2(CUR)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 42

S. No	Type	Description of device	Specific parameters					Special conditions	
			Length	Width	Area	Max Height	Min ground clearance		
		Installed on building height exceeding 36m						<ul style="list-style-type: none"> The projecting sign shall be designed so that it is capable of supporting reasonable horizontal as well vertical load at all points/ loading points. 	
4.4		Footway and road side vendor sign		0.6m	0.6m	0.36sq.m	1m	NA	<ul style="list-style-type: none"> Footway signs are permitted within the Clear Zone provided that the structure, which performs the sole purpose of supporting the Advertising Device, is frangible. No portion of a footway signs shall project over the carriageway or any surface used by motor vehicles. The placement of a footway sign not cause a safety hazard to other traffic (eg. Pedestrians and cyclists) Generally be limited to one sign per premises in busy business precincts. Generally be limited to two signs per premises where there is more than one business on the premises Be located directly outside the premises they refer to. Not be located so as to restrict sight distance on approaches to intersections or the restrict the visibility of other authorized signs. Be permitted only during trading hours. Footway signs shall have a maximum height of 1.0

V-11011/82/2020-E.E.(RIP)Civil

997/8821

997/8821/2023/E.E.(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 43

S. No	Type	Description of device	Specific parameters					Special conditions	
			Length	Width	Area	Max Height	Min ground clearance		
								meter, a maximum width of 0.6 meters and a maximum depth of 0.6 meters. <ul style="list-style-type: none"> Footway signs shall relate only to the business or product that may be obtained on the premises. 	
4.5		Real estate sign: for self advertising only		NA	NA	<2sqm	1m	NA	<ul style="list-style-type: none"> A Real estate Sign shall be erected to advertise the sale/rent or lease of property upon which the sign is placed. All Real estate Sign shall be temporary in nature. All Real estate Sign shall be non-illuminated. All Real estate Sign shall be displayed only during the times the premise is open for inspection or to be let out. No Real estate sign shall be placed at a distance less than 4m from the street line or the road right-of-way. A Real estate Sign shall be placed so as to not impede pedestrian or traffic now. Real estate sign shall be limited to one sign per street face The maximum size of Real estate Sign permitted shall not exceed 2 sqm (but not more than 1 sqm per side). A Real estate sign shall not have letters, figures, symbols or similar features that exceed 0.5m in height.
4.6		Welcome sign		NA	<3.85sqm	1.6m	Na		The content of welcome sign must be approved by MCD Commissioner

V-11011/82/2020-E.E.(RIP)Civil

89684/2023/EJE(RUP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good -4

S. No	Type	Description of device	Specific parameters					Special conditions	
			Length	Width	Area	Max Height	Min ground clearance		
4.7		Construction sign: For self advertising only		NA	NA	< 4.4 sq m	3m	NA	<ul style="list-style-type: none"> Under no circumstance shall a Construction Site sign be permitted prior to the issuance of first building permit A sign shall not be permitted unless there is direct access to that road from the property being advertised. Signs shall be located as close as practicable next to, and parallel to, the property alignment. A sign shall not interfere with any underground services. No portion of a sign shall project over the carriageway or any surface used by motor vehicles. The placement of the sign shall not cause a safety hazard to traffic (eg. vehicles, pedestrians and cyclists) Signs must not present a danger to traffic when exposed to natural wind forces or wind created by passing vehicles. One or more signs as per the guide, with a maximum area of 1 sqm, may be displayed per property.

Permission criteria for Self-Signage (Category-4):

All on premises advertising devices/ business/trade signs should be restricted to commercial areas and authorized business/trade establishments within institutional areas

- Under no circumstances shall on Premise Advertising Device be permitted in residential areas.

V-11011/82/2020-E.E.(RIP)Civil

82006/2023/EJE(CRUR)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 45

- Under no circumstances shall illuminated on premise signs be permitted to be in shops/commercial establishments facing residential areas on streets with width less than 12 meters.
- No sign shall be attached in any way to trees or shrubs.
- No Trade and Business sign, messages, posters or printed material of any nature shall be pasted onto any supporting column, pillar or post.
- On Premise Advertising Device in any form shall not obstruct any pedestrian movement (vertically and laterally), fire escape, door or window openings
- No On Premise Advertising Device shall be in any form or manner interferes with openings required for light and ventilation.
- Under no circumstances shall On Premise Advertising Device be located to obstruct or alter the frontal silhouette of any transparent/translucent surfaces/ openings
- Non-illuminated transparent/translucent signs shall be permitted on transparent/ translucent external surfaces at any level.
- No trade and business sign shall be in any form or manner interfere with fire safety transit/exit space requirements and prescribed norms.
- All On Premise Advertising Device should under no circumstances reflect activity/activities other those undertaken within the premises.
- No sign shall contain additional advertising -promoting products or services other than approve use of the premises or site irrespective of whether that product or service is provided, sold or available on the site.
- All On Premise Advertising Device must have the compulsory required information as under:
 - Name of the trade and business
 - Shop/Premise number
- All On Premise Advertising Device must conform to the prevailing laws with regard to decency, decorum, social harmony etc.
- All the signs be visually interesting and exhibit a high level of design quality.
- All On Premise Advertising Device must conform to structural/ architectural discipline of the surface / edifice / building / open areas.
- The scale and location of a sign should be compatible not only with the building to which it is affixed but also take into consideration nearby buildings, streets and existing signs.
- Materials used and all On Premise Advertising Device should be non-polluting, fire resistant and injury proof.
- Any new sign shall consider existing signs on a building, site or adjoining streetscape to ensure that the sign does not give rise to visual and/or physical clutter.
- All signs shall have a minimal projection from a building.
- The cabling and conduit should be concealed from view of the sign and any supporting structure from all angles, including visibility from the street level and nearby higher buildings and against the skyline.
- No sign under any circumstances shall be supported from, hung or placed on other signs. Each sign should be self-supporting or fixed securely with the architectural structure.
- Signs painted on or applied on the roof of a building are not permitted. Signs built and/or suspended from the roof at the roof level are also not permitted.
- The sign information should be kept to a minimum in the interest of both aesthetics and traffic safety.
- Where subordinate information is allowed, the name or use of the business shall be the dominant message on the sign- No supplementary (as in bylines, product specifications,

selling propositions) and subordinate information (addresses, telephone numbers, and other such details) which seeks the attention of drivers along vehicular stretches will be allowed as they present a traffic hazard.

- Sign should be non reflective such that they do not flash or glare at drivers on the streets. Signs should not use reflective surfaces as mirror foils etc as the use of such material are visually disruptive to traffic and can be hazardous to oncoming drivers.
- All permitted signs would attract levies payable as outlined by the MCD.

7.5 Variable Message Advertising Devices like LED, LCD Screens/Module etc.

Because electronic displays are conspicuous by design and may have the potential to distract motorists, the objective is to limit this potential. It will be preferable if it is installed in the market area, commercial hubs and should not face the vehicular movement of traffic on major roads i.e roads having Right of Way more than 100 feet.

The following controls aim to reduce the frequency and extent of movement and colour change within a display.

- i. Signs should be installed only where the required sign viewing time does not result in a safety problem for the particular environment.
- ii. Sign should not be facing and shall not be visible from any major roads meant for vehicular traffic.
- iii. There is adequate advance visibility to read the sign.
- iv. The environment is free from driver decision points and there is no competition with official traffic signs.

7.5.1. Graphic with or without text

While driving the drivers glance from road to read the content of sign, and then glance back on road. In a study, it was concluded that during this glance, the maximum amount of copy which can be read by ordinary driver is three to four familiar words.

Electronic display generally refers to variable message sign (VMS) which may display combinations of any of the following:-

- i. Graphics, pictures, shapes, conspicuous colours or colour combinations. It may or may not contain text.
- ii. Long duration display periods are preferred in order to minimize driver distraction and reduce the amount of perceived movement. Each screen should have a minimum display period of 8 seconds. The time taken for consecutive displays to change should be within 0.1 seconds.
- iii. The complete screen display should change instantaneously.
- iv. Sequential message sets are not recommended.
- v. The time limits should be reviewed periodically.

The policy shall also be open towards providing and developing these mediums for provision of new public services/utilities etc. for the overall development of the city without being a hazard to traffic

or the visual environment of the city. The permission shall be taken from Commissioner, Municipal Corporations of Delhi, on case to case basis, before implementing any such mediums.

8. Implementation of the policy

8.1 Compliance, enforcement and removal of unauthorized advertising devices

MCD officers and other agencies, local governments should be familiar with the management responsibility for advertising in outdoor for city. In particular, staff should be alert to the existence of unauthorized Advertising Devices within their jurisdiction. A range of actions is available when an Advertising Device is observed to create a traffic hazard and does not comply with the requirements of this Policy:-

- (a) To ensure equity, enforcement should be applied uniformly across Delhi.
- (b) Any unauthorized Devices installed at any location, property, vehicle, bridge, building etc shall be removed. No leniency shall be shown towards any violator or unauthorized device, during the removal of any unauthorized device, the priority shall be to remove the devices creating a traffic hazard.
 - i. If the Advertising Device is creating, or likely to create, a traffic hazard, immediate action should be taken to remove the Advertising Device.
 - ii. Low value Advertising Devices may be immediately removed and disposed of. These are typically attached to guide posts, power poles, lighting columns and trees; and manufactured from low cost materials such as cardboards or conflate.
 - iii. Higher value sign devices such as steel framed Advertised-signs, wall mounted panels, unregistered trailers or devices that incorporate a substantial structure where the device does not pose a traffic hazard, the owner must be advised in writing of the required action to be taken within a specified time period. The Advertising Device may be removed if, after reasonable effort, its owner is not removing the advertisement or cannot be located. If the Advertising Device owner has not satisfactorily undertaken remedial action within the specified time period, the Advertising Device may be either altered, relocated, made safe or removed by Municipal Corporations of Delhi on the instructions of Commissioner.
 - iv. Where unauthorized advertising is removed, it may be disposed of after being stored for period of 15 days. The owner may collect the Advertising Device upon payment of a fee as fixed by Commissioner, Municipal Corporations of Delhi, plus additional penalties.
 - v. Advertising attached to a vehicle, where a registered motor vehicle or trailer is parked within the jurisdiction of Municipal Corporations of Delhi road for the sole purpose of Advertising, the Delhi Traffic Police should be requested to remove the vehicle. A current registration label or registration plate would be evidence of registration. The vehicle owner shall be given custody of vehicle only after paying the fine or penalties, otherwise the vehicle can be confiscated and non-payment of penalties in due time would lead to MCD and Traffic police to dispose the vehicle

V-11011/82/2020-E.E.(RIP)Civil

88/2021/2021/BIE(CRM)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 48

8.2 Legal Action

Legal proceedings or the issue of an infringement letter may be undertaken for an unauthorized Advertising Device (in addition to removing the device). The unauthorized advertisement will be removed immediately, at the cost of the advertiser, for which no legal notice is required to be given. All legal action can be taken which falls in the jurisdiction of Delhi court. Action can be taken, apart from others provision under the Delhi prevention of defacement of property act, 2007.

8.3 Jurisdiction

All disputes shall be subject to the jurisdiction of the courts of Delhi only.

8.4 Indemnity

A licensee/sign owner/applicant (licensee) shall be required to indemnify the Municipal Corporations of Delhi/NDMC for the designated Advertising Device and activities located within the jurisdiction of Municipal Corporations of Delhi/NDMC. The licensee shall indemnify the Municipal Corporations of Delhi against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against, or made upon the Municipal Corporations of Delhi/NDMC which arise as a result of the installation of an Advertising Device. The licensee shall keep the Municipal Corporations of Delhi/NDMC indemnified against all actions, proceedings, claims, demands, costs losses damages and expenses which may be brought against, or made upon, the Municipal Corporations of Delhi/NDMC which might arise from the existence of such Advertising Device.

The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of device/ advertisement and the consequential claim shall be borne by the advertiser who will also indemnify and safeguard the Municipal Corporations of Delhi/NDMC in respect of any such claim or claims.

8.5 Insurance

The Licensee shall provide evidence of public liability insurance for the following types of Advertising Devices and activities located within the boundaries of Municipal Corporations of Delhi/NDMC.

- i. Category 1 Advertising Devices
- ii. Category 2 Advertising Devices
- iii. During the term and at its sole cost and expense, the licensee shall obtain and keep (in full force and effect in the joint names of the licensee and the Municipal Corporations of Delhi/NDMC) a public liability insurance policy for their respective rights, interests and liabilities to third parties in respect of accidental death of, or accidental bodily injury to, persons; or accident damage to property.
- iv. The public liability policy of insurance shall be for an amount as specified by Municipal Corporations of Delhi/NDMC for any single event (or such higher amount as may be notified in writing by the Municipal Corporations of Delhi/NDMC from time to time) and shall be effected with and insurer approved in writing by the Municipal Corporations of Delhi/NDMC and on the terms approved in writing by the Municipal Corporations of Delhi/NDMC

V-11011/82/2020-E.E.(RIP)Civil

896034/2023/RIP(Civil)

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 49

- v. The public liability policy of insurance shall include a clause in which the Insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured.
- vi. The licensee shall produce evidence to the satisfaction of the Municipal Corporations of Delhi/NDMC of the insurance affected and maintained by the licensee for the purposes of the second paragraph above, within seven days of receiving a written request to do so from the Municipal Corporations of Delhi/NDMC.

8.6 Appeals

Among other things, a person whose interests are affected by a decision relating to an Advertising Device may lodge such an appeal. Before lodging an appeal, the affected person shall seek a review of the decision. The Municipal Corporations of Delhi/NDMC shall provide a statement of reasons for the decision.

8.7 Penalty

- Whoever contravenes any provisions of the Act, the Bye-Laws and this policy the term and conditions on the subject or fails to comply with the order or directions lawfully given shall be punishable with a Fine/Penalty as decided by Commissioner of respective Municipal Corporations for each day during which such contravention or failure continues.
- Any unauthorized/illegal Advertisement will attract penalty for each day, the quantum of such penalty shall be decided by the Commissioner, SDMC/North DMC/EDMC/Chairman, New Delhi Municipal Council under their jurisdictions.
- If the contravention still continues, the Commissioner shall require the owner or occupier of the (and, wall, hoarding, frame, pose, or vehicle upon or over removed such advertisement or enter any land, building, property or vehicle and have the advertisement dismantled, taken down or removed or spoiled, defaced or screened.
- Any other action including blacklisting of agency or advertiser may be taken as decided by the Commissioner of Municipal Corporation.

9 Procedure and terms for grant of permission

The following procedure will apply for grant of permission for erection, exhibition, fixation, retention or display of advertisement:

1. Every person desiring to erect, exhibit, fix, retain or display an advertisement shall send or cause to be send to the Commissioner/chairman an application for permission. This provision will not apply to DMRC, which has signed a three-year MoU with SDMC on 30/5/2016 and with EDMC on 04/11/2016 with the specific provisions of not seeking prior permission on outdoor advertisement contracts. However, this exemption will not be valid in the case of Category 1 advertising devices as provided in Table 5.1.
The said application form duly completed in all respects shall be submitted or cause to be submitted by the applicant in the concerned department of Municipal Corporations of Delhi against a proper receipt. The Commissioner/chairman or the Officials authorized by him may

V-11011/82/2020-E.E.(RIP)Civil

889006/2022/E.E.(RIP)Civil

Delhi Outdoor Advertising Policy 2017: Balancing safety, aesthetics and revenues for public good 50

- after making such inspection as may be necessary and within thirty days after the receipt of the application, grant, refuse, renew or cancel the permission, as the case may be, in accordance with the provisions of the Act, the Bye-laws made there under and Outdoor Advertisement Policy.
2. No application shall be considered by the Commissioner/chairman, if it is not submitted in the prescribed Performa along with all the documents as are required by the Commissioner from time to time. Any application submitted in any other form shall be deemed to be rejected without any notice and no person shall exhibit, erect, fix or retain upon or over any land, building, wall etc. any advertisement and display any advertisement to public view on the basis of the same.
 3. There shall be no deemed permission even after the expiry of 30 days of the submission of application in the prescribed Performa along with all the documents.
 4. If any advertisement fees and/or penalty/interest is not paid within stipulated time after the demand notice, the same shall be recoverable as an arrear and the permission shall be deemed to be terminated. The Commissioner/chairman shall be at liberty to remove the hoarding and take any other action as deemed fit etc.
 5. If any advertisement erected, exhibited, fixed or retained on any land and building unauthorized and in contravention of provision of the Act and the bye-laws framed there under, such advertisements or hoardings shall be removed by the Commissioner without any notice whatsoever and expenses regarding removal of such unauthorized advertisement or hoardings shall be recovered from the concerned as per Commissioner, Municipal Corporations of Delhi/NDMC chairman instructions.
 6. Contracts of outdoor advertisement will be given for a maximum period of 3 years. In case there is an exception to this then the agency desirous of giving a contract for a longer period will be required to consult/ seek approval of the regulator namely Municipal Corporations of Delhi.
 7. Advertisement companies which are blacklisted by Municipal Corporations or not registered as an advertiser with the Municipal Corporations are not allowed to get the advertisement contract from any agencies within the jurisdiction of Municipal Corporations.

898005/2023/BJE(BIP)Civil

V-11011/82/2020-E.E.(RIP)Civil

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
(DEPARTMENT OF LAW, JUSTICE & LEGISLATIVE AFFAIRS)
6th LEVEL, C-WING, DELHI SECRETARIAT, NEW DELHI**

No. F 14(28)/ LA-2006/LC LAW/42-51

Dated the 29th January, 2009**NOTIFICATION**

F.14(28)/LA. The following Act of the Legislative Assembly of the National Capital Territory of Delhi received the assent of the President of India on the 17th, January 2009 and is hereby published for general information :-

" The Delhi Prevention of Defacement of Property Act, 2007"

(Delhi Act 1 of 2009)

(As passed by the Legislative Assembly of the National Capital Territory of Delhi on 31st March 2008)

(17th January, 2009)

An Act to provide for the prevention of defacement of properties and for matters connected therewith or incidental thereto in the National Capital Territory of Delhi.

BE it enacted by the Legislative Assembly of the National Capital Territory of Delhi in the Fifty-ninth year of the Republic of India as follows:-

1. Short title, extent and commencement

- (1) This Act may be called the Delhi Prevention of Defacement of Property Act, 2007.
- (2) It extends to the whole of the National Capital Territory of Delhi.
- (3) It shall come into force on such date as the Lieutenant Governor of the National Capital Territory of Delhi may, by notification in the Official Gazette, appoint.

2. Definitions

In this Act, unless the context otherwise requires, -

- (a) "defacement" includes impairing or interfering with the appearance or beauty, damaging, disfiguring, spoiling or injuring in any other way whatsoever and the word "deface" shall be construed accordingly;
- (b) "Lieutenant Governor" means the Lieutenant Governor of the National Capital Territory of Delhi appointed by the President under Article 239 and designated as such under Article 239AA of the Constitution;

- (c) "property" includes any building, hut, structure, wall, tree, fence, post, pole or any other erection;
- (d) "writing" includes printing, painting, decoration, lettering, ornamentation etc., produced by stencil.

3. Penalty for defacement of property

- (1) Whoever defaces any property in public view by writing or marking with ink, chalk, paint or any other material except for the purpose of indicating the name and address of the owner or occupier of such property, shall be punishable with imprisonment for a term which may extend to one year, or with fine which may extend to fifty thousand rupees, or with both.
- (2) When any offence is committed under sub-section (1) is for the benefit of some other person or a company or other body corporate or an association of persons (whether incorporated or not) then, such other person and every **president, chairman, director, partner, manager, secretary, agent** or any other officer or persons connected with the management thereof, as the case maybe, shall, unless he proves the offence was committed without his knowledge or consent, be deemed to be guilty of such offence.
- (3) The aforesaid penalties will be without prejudice to the provisions of Section 425 and Section 434 of the Indian Penal Code, 1860 (45 of 1860) and the provisions of relevant Municipal Acts.

4. Composition of offences

- (1) Any offence of defacement whether committed before or after the commencement of this Act punishable under Section 3, may either before or after the institution of the prosecution, be compounded by such officers or authorities and for such amount as the Government may, by notification in the Official Gazette, specify in this behalf.
- (2) Where an offence has been compounded under sub section (1), the offender, if in custody, shall be discharged and no further proceedings shall be taken against him in respect of such offence.

5. Offence to be cognizable

An offence punishable under this act shall be cognizable

6. Power of the Lieutenant Governor to erase writing, etc.

Without prejudice to the provisions of Section 3, it shall be competent for the Lieutenant Governor to take such steps as may be necessary for erasing any writing, freeing any defacement or removing any mark from any property.

7. Act to override other Laws

The provisions of this Act shall have effect notwithstanding anything to the contrary contained in any other laws for the time being in force:

Provided that the provisions of this Act shall not be applicable to advertisements displayed at duly authorised public spaces for advertising by appropriate authorities.

8. Repeal and Savings

On the day on which the Delhi Prevention of Defacement of Property Act, 2007 comes into force, the West Bengal Prevention of Defacement of Property Act, 1976 (Bengal Act no.21 of 1976) as extended to the National Capital Territory of Delhi shall cease to have effect except in case of things done or omitted to be done before the commencement of this Act.

(Sd Savita Rao)

Joint Secretary (Law)

DEPARTMENT OF URBAN DEVELOPMENT

NOTIFICATIONS

Delhi, the 24th February, 2009

F.No. ²⁴(A)/3/2000/UD/PLF.-1/3371.

In exercise of the powers conferred by sub-section (3) of section 1 of the Delhi Prevention of Defacement of Property Act, 2007 (Delhi Act 1 of 2009), the Lt Governor of the National Capital Territory of Delhi is pleased to appoint the 1st day of March, 2009 as the date on which the said Act shall come into force.

These explanations are added by Col Shivraj.

1. Defacement is basically of four types as under :-

- (a) Posters
- (b) Writings on the wall
- (c) Banners

These 3 are totally banned under this Act.

- (d) Hoardings .

V-11011/82/2020-E.E.(RIP)Civil

824004/2022/BJP(RIP)Civil

These are allowed at the specific places by the civic agencies for a specific period after paying the normal charges. All other hoardings are illegal under this Act.

2. Property includes any property (Govt or Private) in public view like buildings, hut, structure, wall, poles / posts, trees, roof tops or any other erection.
3. The guilty of the defacement shall be the owner, President, Director, Partner, agent or any other officer responsible with the management thereof.
4. Posters, Banners and Writings on the Wall are totally banned. Hoardings are allowed only at the specified places after taking the due permission from the civic agency. All other Hoardings are illegal under this Act.

Prevention of Defacement of Property and Other Campaign Related Items – Revised Instructions issued by ECI

992309/2023/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil
435

949/

ITEM NO. 13 (A-05)

Copy of Memo. No. 12(A-05)
of
Board, Ordinance, NDMC
dated 28/04/2016

1. Name of the Subject /Project:-

Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model.

2. Name of the department/ departments concerned:-

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

3. Brief history of the subject / project:-

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

- a. The proposal is for construction/ reconstruction, operation and maintenance of 105 Nos. PTU's/ CTU's on DBOT basis for general public with the separate provision for Gents & Ladies and for Specially Abled Persons in NDMC area is invited. The provision of Bio Digester and solar energy use is preferred alongwith other required features such as Bank ATM, Water ATM, facilitation space to be used by NDMC, tentative design. The cost for construction/reconstruction of PTU's/CTU's as well as operation & maintenance are to be borne by the concessionaire in accordance with the terms and conditions of concession agreement. The NDMC will provide the space for toilets. The concessionaire will earn revenue through permitted advertisement on the outer wall of PTU/CTU as per the terms and conditions of agreement during the concession period. The license fee as offered by the successful bidder per month for a group subject to minimum license fee of Rs. 1.50 Lacs (Rs One Lakh Fifty Thousand only) per month from COD issued by Independent Engineer or 15 months from the signing of the agreement whichever is earlier. The license fees (Payable) shall be increased by 5% (Five percent) per year on the previous year license fee in subsequent years till end of the concession period. The license fee is payable to NDMC on quarterly basis in advance in accordance with the provision of the RFP.

3.2 SALIENT FEATURES OF THE PROJECT

- a) The total 105 Nos. of Smart PTUs / CTUs have been divided into three groups equally - Group A1, Group A2 and Group A3. Each Group is consisting of the new locations of Smart PTUs / CTUs, Garbage Stations and old existing PTUs / CTUs.
- (i) At new locations of Smart PTUs / CTUs, the Smart PTUs / CTUs are to be constructed under this RFP.
 - (ii) At the location of Existing Garbage Stations, the Garbage Stations is to be converted into Smart PTUs / CTUs by demolition.
 - (iii) At the location of old existing toilet blocks, re-construction of PTUs / CTUs is to be carried out after demolition under this RFP.
- b) These Smart PTU's / CTU's shall be kept neat and clean and properly maintained.

26.04.2016

992309/2023/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil

436

- c) Concessioner is allowed to earn revenue through permitted advertisement on these PTU's / CTU's maximum 18 Sq. meter per PTU. The customize/ location wise plan is to be approved by NDMC as per site feasibility.
- d) Concession period is for 10 years.
- e) Operation and Maintenance of Smart PTU's / CTU's shall be carried out by the trained staff and providing of necessary consumables. The detail parameters in this regard are defined in RFP regarding the frequency of cleanliness and consumables etc.
- f) The bidders were permitted to quote maximum for two groups separately and individual group wise evaluations are to be carried out. No bidder is allowed to bid in all three groups.

3.3 ELIGIBILITY CRITERIA FOR BIDDERS

- a) Valid Legal Entity under The Company Act 1956/2013.
- b) The bidder should be registered with Employee State Insurance Corporation and Employee Provident Fund Organization.
- c) Experience: The bidder should have three years experience in last five years
 - (i) In Operation and Maintenance of Public toilets / Community Toilets / Urinal Blocks in public premises. Or
 - (ii) Construction, Operation and Maintenance of Public toilets / Community Toilets / Urinal Blocks on BOT basis in public premises.
- d) Average annual turnover of Rs. 5.00 Crores for the preceding 3 years.
- e) Net worth of Rs. 3.0 Crores for the last financial year 2014-15

3.4 Accordingly the RFP was invited for all the three groups through wide publicity on newspaper and NDMC website.

4. Detailed proposal on the subject / project:-

- a. RFP had been invited for the work on 23.01.2016 through wide publicity in newspapers and on NDMC website from the bidders fulfilling the eligibility criteria defined in the RFP documents separately for Group A1, Group A2 and Group A3. As per details below:-
 - i) Press Notice issued on : 23.01.2016
The Press Notice was published in three leading newspapers such as Times Of India, Indian Express and Jansatta.
 - ii) Pre-bid held on : 05.02.2016
The representative of eight firms have been attended and the detailed discussions on their queries were held. The clarifications were given and the minutes of meeting was issued and uploaded on NDMC website.
 - iii) Pre-bid minutes issued on : 01.03.2016
 - iv) Date of submission of bids : 14.03.2016
 - v) Technical Evaluation of bids
(a) Carried out as on : 08.04.2016 & 12.04.2016

992309/2023/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil

437

(b) Approved on : 13.04.2016
 vi) Financial Bid opened on : 13.04.2016

b. The following bids have been received for different groups:-

Group A1

- a) M/s Lion Manpower Solution Pvt. Ltd.
 b) M/s Prabhatam Advertising Pvt. Ltd.

Group A2

- a) M/s Lion Manpower Solution Pvt. Ltd.
 b) M/s Prabhatam Advertising Pvt. Ltd.
 c) M/s Supreme Advertising Pvt. Ltd.

Group A3

No bids are received. (Nil Response)

c. (a) A Technical evaluation committee was constituted as per approval of the competent authority for evaluation of technical bids as per RFP. After scrutiny of technical bids submitted by the bidders for two groups, the technical evaluation committee recommended that M/s Prabhatam Advertising Pvt. Ltd. should not be considered for evaluation of his technical bids as the Company do not fulfill minimum eligibility criteria i.e. EPF registration and experience as per RFP conditions. Hence, M/s Prabhatam Advertising Pvt. Ltd. is disqualified for further evaluation of its technical bids and sealed financial bids are returned back to the bidder.

(b) Technical evaluation committee evaluated the technical bid of M/s Lion Manpower Solution Pvt. Ltd. and M/s Supreme Advertising Pvt. Ltd. and the technical score obtained by each bidder are as under:

Group A1

Sr. No.	Bidders particulars	Technical Scores obtained as per Para 19.5 of RFP
1	M/s Lion Manpower Solution Pvt. Ltd.	72.41

Group A2

Sr. No.	Bidders particulars	Technical Scores obtained as per Para 19.5 of RFP
1	M/s Lion Manpower Solution Pvt. Ltd.	72.41
2.	M/s Supreme Advertising Pvt. Ltd.	86.5

As per clause 19.7 of RFP only those bidders who have secured technical score of 70 marks or more in evaluation of technical bids shall be considered for further evaluation of financial bid. Both the bidders have scored more than required marks in technical evaluation of their technical bids and are qualified for opening of their Financial bids.

V-11011/22/2023-E.E.(RIP)Civil
438

992309/2023/E.E.(RIP)Civil

- d. Financial bids are opened on 13.04.2016 in the presence of representative of both the firms. The details of financial offer given for group A1& A2 by the bidders are as under:-

Group A1

S.No	Minimum License Fee as per para 19.9.5 of RFP	Offer of M/s Lion Manpower Solution Pvt. Ltd.
1.	Minimum License fee shall be Rs. 150000/- (Rupees One lacs fifty thousand) Per Month and will increase 5% annually on previous year license fee.	We agree to pay NDMC a license fee amounting to Rupees 2,75,555/- (Rupees Two Lacs Seventy Five Thousand Five Hundred Fifty Five only) per month for a Group A1 subject to minimum license fee Rupees 1.5 Lakhs (Rupees One Lakh fifty Thousand Only) per month from COD issued by Independent Engineer or sixteen months from the signing of the agreement whichever is earlier. The license fee payable shall be increased by 5% (five percent) per year in the previous year license fee in subsequent years till end of the concession period.

Group A2

S.No	Minimum License Fee as per para 19.9.5 of RFP	Offer of M/s Lion Manpower Solution Pvt. Ltd.	Offer of M/s Supreme Advertising Pvt. Ltd.
1.	Minimum License fee shall be Rupees 1,50,000/- (Rupees One lacs fifty thousand) Per Month and will increase 5% annually on previous year license fee.	We agree to pay NDMC a license fee amounting to ₹2,35,555/- (Rupees Two Lacs Thirty Five Thousand Five Hundred Fifty Five only) per month for a Group A2 subject to minimum license fee of ₹ 1.5 Lakhs (₹ One Lakh fifty Thousand only) per month from COD issued by Independent Engineer or sixteen months from the signing of the agreement whichever is earlier. The license fee payable shall be increased by 5% (five percent) per year in the previous year license fee in subsequent years till end of the concession period.	We agree to pay NDMC a license fee amounting to ₹4,30,000/- (Rupees Four Lacs thirty Thousand) per months for a Group A2 (or Group 2) per month from COD issued by Independent Engineer or after fifteen months from the signing of the agreement whichever is earlier. The license fee (payable) shall be increased by 5% (five percent) per year on the previous year license fee in subsequent year till end of the concession period.

V-11011/22/2023-E.E.(RIP)Civil
439

992309/2023/E.E.(RIP)Civil

Technical Weightage(as per clause 19.8 of RFP) is the 70% of total marks obtained by the bidders in evaluation of technical bids and The Financial Weightage (as per para 19.9.7 of RFP) is derived out as 30% of the financial score worked out on the basis of financial offer quoted by bidder in Financial bids.

4.5 Accordingly, the composite score of the bidders has been derived as under for finding out the successful bidder as per RFP:-

Group A1

Sr. No.	Bidders		Bidder Technical Score/ Financial Offer (A)	Weightage (B)	Weighted Score (C= AxB)
1	M/s Lion Manpower Solution Pvt. Ltd.	Technical Weightage	72.41	70%	$\frac{72.41 \times 70}{100}$ = 50.69
		Financial Weightage	2,75,555/-	30%	$\frac{2,75,555 \times 30}{100}$ = 30.00
Composite Score					80.69

Group A2

Sr. No.	Bidders		Bidder Technical Score/ Financial Offer (A)	Weightage (B)	Weighted Score (C= AxB)
1	M/s Supreme Advertising Pvt. Ltd.	Technical Weightage	86.5	70%	$\frac{86.5 \times 70}{100}$ = 60.55
		Financial Weightage	4,30,000	30%	$\frac{4,30,000 \times 30}{100}$ = 30.00
Composite Score					90.55
2	M/s Lion Manpower Solution Pvt. Ltd.	Technical Weightage	72.41	70%	$\frac{72.41 \times 70}{100}$ = 50.69
		Financial Weightage	2,35,555/-	30%	$\frac{2,35,555 \times 30}{100}$ = 16.43
Composite Score					67.12

The tabulated composite score for bid Group A1 & Group A2 are:-

Group A1

M/s Lion Manpower Solution Pvt. Ltd. = 80.69

V-11011/22/2023-E.E.(RIP)Civil
440

992309/2023/E.E.(RIP)Civil

Group A2

M/s Supreme Advertising Pvt. Ltd.	=	90.55
M/s Lion Manpower Solution Pvt. Ltd.	=	67.12

4.6 In Group A1, M/s Lion Manpower Solution Pvt. Ltd is only eligible, qualified and is successful bidder who scored a composite score of 80.69 and offered a license fee of ₹2,75,555/- for group A1 per month payable to NDMC after COD or sixteen months from signing of agreement. As per annexure 'G' of RFP whereas the clause 2.2 of agreement specify the concession period will commenced from the date of grant of COD or after expiry of fifteen months of implementation period from the signing of agreement whichever is earlier. Hence, the quote of bidder shall be accepted since it is as per RFP annexure.

In Group A2, M/s Supreme Advertising Pvt. Ltd and M/s Lion Manpower Solution Pvt. Ltd are eligible & qualified. The successful bidder is M/s Supreme Advertising Pvt. Ltd who scored a composite score of 90.55 and offered a license fee of ₹4,30,000/- for group A2 per month payable to NDMC after COD or fifteen months from signing of agreement against as per clause 2.2 of concession agreement.

4.7 In view of the above the following is recommended:-

- (i) M/s Lion Manpower Solution Pvt. Ltd for Group A1 offered license fee of Rs.2,75,555/- per month is recommended as successful bidder for consideration and acceptance by the competent authority.
- (ii) M/s Supreme Advertising Pvt. Ltd for Group A2 offered the license fee of Rs.4,30,000/- per month is recommended as successful bidder for consideration and acceptance by the competent authority.
- (iii) For Group A3, no bid have been received, as such competent authority may be requested to accord approval to recall of RFP for Group A3 after incorporating the other required locations for PTU's / CTU's in NDMC area. The planning division has scrutinized the above and recommended for further necessary action.

5 Financial implications of the proposed subject / project:-

No financial implication involved since all the expenditure for construction /reconstruction, operation and maintenance is to be borne by the concessionaire.

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

Accord of Acceptance of Bids	:	April 2016
Award of Work	:	May 2016
Signing of Agreement	:	May 2016
Implementation period	:	15 Months
Concession Period	:	10 Years

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

Draft Agenda has been seen in Finance Department. The proposal of the department is for acceptance of the offer of the prospective bidder for A1 & A2 as Rs.2,75,555/- by M/s Lion Manpower Solution Pvt. Ltd. (for Group A1) and Rs.4,30,000/- by M/s Supreme Advertising Pvt. Ltd. (for Group A2). The concession period is 10 years with

992309/2023/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil
441

955

- increase of 5% per year on the previous year license fee in subsequent years till end of the concession period. Department may place its proposal before the Council for consideration and approval, as recommended by CE(C-I).
Vide Diary no. Nil dt. 23.04.2016

- 8 Legal implications of the subject / project:-
No legal issues are involved in this project.
- 9 Details of previous Council Resolution, existing law of Parliament and Assembly on the subject:-
--NA--
- 10 Final Comments of Law Department on the subject / project:-
- 11 Certification by the Department that all Central Vigilance Commission (CVC) guidelines have been followed while processing the case:-
All CVC guidelines has been followed.
- 12 Recommendations:-

The case is placed before the council for consideration and to accord approval for :

- (i) M/s Lion Manpower Solution Pvt. Ltd offered license fee of Rs.2,75,555/- per month is successful bidder for Group A1.
- (ii) M/s Supreme Advertising Pvt. Ltd offered the license fee of Rs.4,30,000/- per month is successful bidder Group A2.
- (iii) For Group A3, no bid have been received, recall of RFP for Group A3 after incorporating the other required locations for PTU's / CTU's in NDMC area.
- (iv) To initiate further action in anticipation of confirmation of Minutes of the Council Meeting.

COUNCIL'S DECISION

Resolved by the Council to accord approval for:

- (i) Engaging M/s Lion Manpower Solution Pvt. Ltd. at their offered license fee of Rs.2,75,555/- per month as a successful bidder for Group A1.
- (ii) Engaging M/s Supreme Advertising Pvt. Ltd. at their offered license fee of Rs.4,30,000/- per month as a successful bidder Group A2.
- (iii) As no bid have been received for Group A3, recall RFP after incorporating the other required locations for PTU's / CTU's in NDMC area.

The Council further resolved to direct the department to ensure that the work is executed in time and as per specifications mentioned in the RFP document.

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

For Secretary
New Delhi Municipal Council
Patel, Kender, New Delhi

26/4/2016

992313/2023/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil

956/

524

Copy of Reso. No. 40(A-26)
 of
 Council (Civil) Meeting
 Dated: 25-10-2023

ITEM NO. 40 (A-26)**1. Name of the Subject /Project:-**

Sub:- Construction / Reconstruction of Smart PTUs / CTUs at new sites and on old existing sites of Garbage Station / PTUs with Advertisement Rights in NDMC area on PPP Model.

2. Name of the department/ departments concerned:-

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

3. Brief history of the subject / project:-

In pursuance of the Swachh Bharat Mission of Govt. of India, NDMC is committed to provide the basic amenities with clean & green environment to public at large by providing sufficient number of public toilets in NDMC area to eliminate open defecation/urination in NDMC area. The approval-in-principal for inviting the RFP for subject was accorded by the Council vide Agenda Item No. 30(A-60) dt. 20.03.2015. A RFP for construction/ reconstruction of 105 PTU's/ CTU's in three groups i.e. Group-A1, Group-A2 & Group-A3 consisting 35 Nos. PTU's/CTU's in each group was invited on 23.01.2016 from the Private limited / Limited firms on PPP models for concession period of 10 years with the provision for Gents and Ladies toilets separately along with specially abled persons in each PTU / CTU. The bids of Group A1 & Group A2 were awarded to successful bidders vide Resoulution No. 13(A-05) dt. 20.04.2016 wherein it is also approved to recall RFP for Group "A3" after incorporating other required locations of CTU's/ PTU's in NDMC Area. Accordingly RFP for construction/ reconstruction of 39 nos. PTU's/ CTU's was invited on 27.05.2016 from the private limited/ limited firms on PPP model for concession period of 10 years with the provision of Gents, Ladies toilets separately along with Specially Abled Person in each PTU/CTU.

3.1 The proposal is for construction/ reconstruction, operation and maintenance of 39 Nos. PTU's/CTU's on DBOT basis for general public with the separate provision for Gents & Ladies and for Specially Abled Persons in NDMC area is invited. The provision of Bio Digester and solar energy use is preferred along with other required features such as Bank ATM, Water ATM, facilitation space to be used by NDMC, tentative design. The cost for construction/reconstruction of PTU's/CTU's as well as operation & maintenance are to be borne by the concessionaire in accordance with the terms and conditions of concession agreement. The NDMC will provide the space for toilets. The concessionaire will earn revenue through permitted advertisement on the outer wall of PTU/CTU as per the terms and conditions of agreement during the concession period. The license fee as offered by the successful bidder per month for a group subject to minimum license fee of Rs.2.00 Lacs (Rs Two Lacs Only) per month from COD issued by Independent Engineer or 15 months from the signing of the agreement whichever is earlier. The license fees (Payable) shall be increased by 5% (Five Percent) per year on the

previous year license fee in subsequent years till end of the concession period. The license fee is payable to NDMC on quarterly basis in advance in accordance with the provision of the RFP.

3.2 SALIENT FEATURES OF THE PROJECT

- a) The total 39 Nos. of Smart PTUs/ CTUs in Group 'A' (in lieu of Group "A3" for which no bids received in earlier invitation on 23.01.2016) consisting of the new locations of Smart PTUs/CTUs, Garbage Stations and old existing PTUs / CTUs.
 - (i) At new locations of Smart PTUs/ CTUs, the Smart PTUs/ CTUs are to be constructed under this RFP.
 - (ii) At the location of Existing Garbage Stations, the Garbage Stations is to be converted into Smart PTUs / CTUs by demolition.
 - (iii) At the location of old existing toilet blocks, re-construction of PTUs / CTUs is to be carried out after demolition under this RFP.
- b) These Smart PTU's/CTU's shall be kept neat and clean and properly maintained.
- c) Concessioner is allowed to earn revenue through permitted advertisement on these PTU's/ CTU's maximum 18 Sq. meter per PTU. The customize/ location wise plan is to be approved by NDMC as per site feasibility.
- d) Concession period is for 10 years.
- e) Operation and Maintenance of Smart PTU's / CTU's shall be carried out by the trained staff and providing of necessary consumables. The detail parameters in this regard are defined in RFP regarding the frequency of cleanliness and consumables etc.
- f) The bidders were permitted to quote maximum for two groups separately and individual group wise evaluations are to be carried out. No bidder is allowed to bid in all three groups.

3.3 ELIGIBILITY CRITERIA FOR BIDDERS

- a) Valid Legal Entity under The Company Act 1956/2013.
- b) The bidder should be registered with Employee State Insurance Corporation and Employee Provident Fund Organization.
- c) Experience: The bidder should have three years experience in last five years
 - (i) In Operation and Maintenance of Public toilets/Community Toilets/ Urinal Blocks in public premises. Or
 - (ii) Construction, Operation and Maintenance of Public toilets/Community Toilets/ Urinal Blocks on BOT basis in public premises.
- d) Average annual turnover of Rs. 5.00 Crores for the preceding 3 years.
- e) Net worth of Rs. 3.0 Crores for the last financial year 2014-15.

3.4 Accordingly the RFP was invited for all the three groups through wide publicity on newspaper and NDMC website.

V-11011/22/2023-E.E.(RIP)Civil

992313/2023/E.E.(RIP)Civil

526

4. Detailed proposal on the subject / project:-

4.1 RFP had been invited for the work on 28.04.2016 through wide publicity in newspapers and on NDMC website from the bidders fulfilling the eligibility criteria defined in the RFP document. As per details below:-

i) Press Notice issued on : 28.04.2016

The Press Notice was published in six leading newspapers such as Hindustan Times (All editions), Indian Express (all editions), Navbharat Times, Financial Express and Jansatta.

ii) Pre-bid held on : 11.05.2016

The representative of six firms have attended and the detailed discussions on their queries were held. The clarifications were given and the minutes of meeting was issued and uploaded on NDMC website.

iii) Pre-bid minutes issued on : 23.05.2016

iv) Date of submission of bids : 27.05.2016

v) Technical Evaluation of bids

(a) Carried out as on : 12.07.2016

(b) Approved on : 12.07.2016

vi) Financial Bid opened on : 15.07.2016

4.2 The following bids have been received for group:-

Group A

a) M/s Lion Manpower Solution Pvt. Ltd.

b) M/s Prabhatam Advertising Pvt. Ltd.

4.3 (a) A Technical evaluation committee was constituted as per approval of the competent authority for evaluation of technical bids as per RFP. After scrutiny of technical bids submitted by the bidders for two groups, the technical evaluation committee recommended that M/s Prabhatam Advertising Pvt. Ltd. should not be considered for evaluation of his technical bids as the Company do not fulfill minimum eligibility criteria i.e. experience as per RFP conditions. Hence, M/s Prabhatam Advertising Pvt. Ltd. is disqualified for further evaluation of its technical bids and sealed financial bids are returned back to the bidder.

(b) Technical evaluation committee evaluated the technical bid of M/s Lion Manpower Solution Pvt. Ltd. and M/s Supreme Advertising Pvt. Ltd. and the technical score obtained by each bidder are as under:

V-11011/22/2023-E.E.(RIP)Civil

959/9

992313/2023/E.E.(RIP)Civil

527

Group A1

Sr. No.	Bidders particulars	Technical Scores obtained as per Para 19.5 of RFP
1	M/s Lion Manpower Solution Pvt. Ltd.	72.41

As per clause 19.7 of RFP only those bidders who have secured technical score of 70 marks or more in evaluation of technical bids shall be considered for further evaluation of financial bid. Both the bidders have scored more than required marks in technical evaluation of their technical bids and are qualified for opening of their Financial Bids.

- 4.4 Financial bids are opened on 15.07.2016 in the presence of representative of the firm. The details of financial offer given for Group A by the bidder is as under:-

Group A

S. No	Minimum License Fee as per para 19.9.5 of RFP	Offer of M/s Lion Manpower Solution Pvt. Ltd.
1.	Minimum License fee shall be Rs.200000/- (Rs Two Lacs Only) Per Month and will increase 5% annually on previous year license fee.	We agree to pay NDMC a license fee amounting to Rs.3,96,000/- (Rs. Three Lacs Ninety Six Thousand Only) per month for a Group A subject to minimum license fee Rs.2.0 Lacs (Rs. Two Lacs Only) Per Month from COD issued by Independent Engineer or fifteen months from the signing of the agreement whichever is earlier. The license fee payable shall be increased by 5% (five percent) per year in the previous year license fee in subsequent years till end of the concession period.

Technical Weightage (as per clause 19.8 of RFP) is the 70% of total marks obtained by the bidders in evaluation of technical bids and The Financial Weightage (as per para 19.9.7 of RFP) is derived out as 30% of the financial score worked out on the basis of financial offer quoted by bidder in Financial bids.

- 4.5 Accordingly, the composite score of the bidders has been derived as under for finding out the successful bidder as per RFP:-

V-11011/22/2023-E.E.(RIP)Civil

992313/2023/E.E.(RIP)Civil

528

Group A1

Sr. No	Bidders		Bidder Technical Score/ Financial Offer (A)	Weightage (B)	Weighted Score (C= AxB)
1	M/s Lion Manpower Solution Pvt. Ltd.	Technical Weightage	72.41	70%	$\frac{72.41 \times 70}{100}$ = 50.69
		Financial Weightage	3,96,000/-	30%	$\frac{3,96,000 \times 30}{3,96,000}$ = 30.00
Composite Score					80.69

The tabulated composite score for bid Group A is:-
Group A1

M/s Lion Manpower Solution Pvt. Ltd. = 80.69

4.6 In Group A, M/s Lion Manpower Solution Pvt. Ltd is only eligible, qualified and is successful bidder who scored a composite score of 80.69 and offered a license fee of Rs.3,96,000/- for Group A per month payable to NDMC after COD or sixteen months from signing of agreement. As per Annexure 'G' of RFP whereas the clause 2.2 of agreement specify the concession period will commenced from the date of grant of COD or after expiry of fifteen months of implementation period from the signing of agreement whichever is earlier. Hence, the quote of bidder shall be accepted since it is as per RFP annexure.

4.7 In view of the above the following is recommended:-

- (i) M/s Lion Manpower Solution Pvt. Ltd for Group A offered license fee of Rs.3,96,000/- per month is recommended as successful bidder for consideration and acceptance by the competent authority.

5 Financial implications of the proposed subject / project:-

No financial implication involved since all the expenditure for construction /reconstruction, operation and maintenance is to be borne by the concessionaire.

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

Accord of Acceptance of Bids	:	July 2016
Award of Work	:	August 2016
Signing of Agreement	:	August 2016
Implementation period	:	15 Months
Concession Period	:	10 Years

V-11011/22/2023-E.E.(RIP)Civil

992313/2023/E.E.(RIP)Civil

529

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

Department has stated that RfP for the above was invited with last date of submission of bid on 27.5.2016. Two firms i.e. M/s Lion Manpower Solution Pvt. Ltd. and M/s Prabhatam Advertising Pvt. Ltd. were participated in the bid. Technical Evaluation Committee at page-24/N has found that M/s Prabhatam Advertising Pvt. Ltd. is not meeting the minimum eligibility criteria as per Section 3 of the RfP, hence technical bid of M/s Lion Manpower Solution Pvt. Ltd. was further evaluated for allotting marks as per Para 19.5 of RfP. M/s Lion Manpower Solution Pvt. Ltd. has scored more than 70 marks and qualified for opening of financial bid as per Para 19.7 of RfP. Financial bid of single firm was opened on 15.07.2016 with the approval of CE(C-I) at Page-25/N.

The minimum license fee was kept Rs. 2,00,000/- in the RfP. M/s Lion Manpower Solution Pvt. Ltd. has offered license fee of Rs. 3,96,000/- per month with 5% increase per year on the previous year license fee till the end of concession period of 10 years. It has been observed that in earlier two lots of A1 & A2 Group, rates were received as Rs. 2,75,555/- & Rs. 4,30,000/- p.m. while in this case rates has been received Rs. 3,96,000/- p.m. Planning Division vide at Page-38/N has checked the rates of successful bidder and recommended to award the work.

In view of recommendation of the CE(C-I) for acceptance of the tender of successful bidder, department may submit its proposal for acceptance of the tender of successful lone bidder M/s Lion Manpower Solution Pvt. Ltd. at the offered license fee of Rs. 3,96,000/- per month with 5% increase per year on the previous year license fee till the end of concession period of 10 years, for consideration and approval of the Council ensuring that rates of successful bidder is justified w.r.t. market rates scenario.

Draft agenda has also been seen in the FD.
Vide Diary No. 1266 / Finance/ R-Civil dated 22.07.2016

8 Legal implications of the subject / project:-

No legal issues are involved in this project.

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

--NA--

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

V-11011/22/2023-E.E.(RIP)Civil

992313/2023/E.E.(RIP)Civil

530

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

12 Recommendations:-

The case is placed before the council for consideration and to accord approval for :

- (i) M/s Lion Manpower Solution Pvt. Ltd offered license fee of Rs.3,96,000/- per month is successful bidder for Group A.
(ii) To initiate further action in anticipation of confirmation of Minutes of the Council Meeting.

13 Draft Resolution:-

COUNCIL'S DECISION

The department has pointed out that the sub-para (i) of para 12 of the preamble may be read as under:

"M/s Lion Manpower Solution Pvt. Ltd. is successful bidder for Group of 39 PTUs / CTUs with license fee of Rs.3,96,000/- per month with 5% increase per year on the previous year license fee, till the end of concession period of 10 (ten) years."

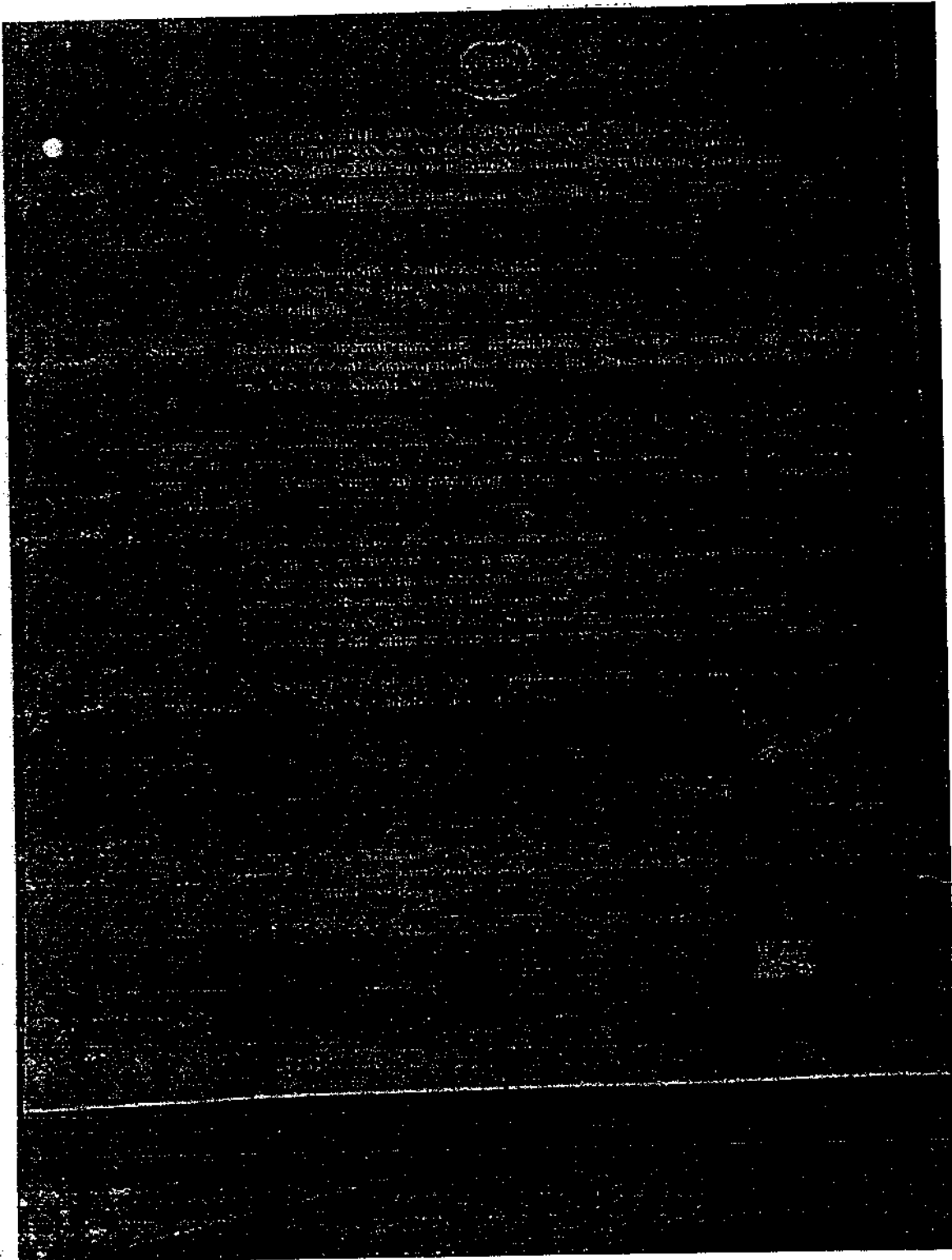
Resolved by the Council to award the work to M/s Lion Manpower Solution Pvt. Ltd. at their offered license fee of Rs.3,96,000/- per month with 5% increase per year on the previous year license fee, till the end of concession period of 10 (ten) years.

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

↓

For Secretary
New Delhi Municipal Council
New Delhi

Delhi Police Permission



974254/20237E.E.(RIP)Civil
369372/2020/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil
V-11011/52/2020-E.E.(RIP)Civil

532/962
42/1331



**OFFICE OF THE ADDL. COMMISSIONER OF POLICE, TRAFFIC,
NEW DELHI RANGE, BANGLA SAHIB LANE, NEW DELHI-110001.**
Tele/Fax No. 011-23340849, 011-23340200, Email: dcptraffcnldr@gmail.com

No. 56 /SO-ADDL.CP/T-NDR dated New Delhi the 24-1-2019.

M/s. Lion Manpower Solutions Pvt. Ltd
10, 3rd Floor, L.S.C., B-1, Vasant Kuni,
New Delhi.110070

Subject: Reg. grant of NOC for installation "LED Panels on SDMC PTU's/CTU's" at Connaught Place (Inner and Outer Circle), Block- A, B, D, F and Gol Dakhana, New Delhi.

Refer to your office letter No. Nil dated 09.01.19 on the subject cited above. The permission for installing "LED Panels on SDMC PTU's/CTU's" at Connaught Place (Inner and Outer Circle), Block- A, B, D, F and Gol Dakhana, New Delhi for 1 year from the date of issue, is hereby granted from traffic point of view subject to the following terms & conditions:-

- i) It must not obstruct the movement of pedestrians
- ii) Hording be installed in such a manner that it does not disturb the flow of traffic.
- iii) It must not distract the attention of vehicle drivers/riders.
- iv) It must not obstruct the visibility of the drivers/riders.
- v) It may be secured/fixed strongly so that it does not fall/cause harm to anyone.
- vi) Permission from other concerned civic agencies be obtained before installation.

The NOC shall be terminated/cancelled/withdrawn for violation of any of above terms/condition and also if so required by undersigned in public interest.

(VEENU BANSAL), IPS
Addl. Commissioner of Police
Traffic (New Delhi Range)
New Delhi.

No. 457-61 /SO/Addl.CP/T-NDR dated New Delhi, the 24-1-2019.

Copy forwarded for information & necessary action to:-

- i) The Dy. Commissioner of Police/New Delhi District.
- ii) ACP/T-NDD & TI/PTC
- iii) SOs to Special CP/Traffic, Joint CP/Traffic-HQ.

V-11011/22/2023-E.E.(RIP)Civil

974354/2023-E.E.(RIP)Civil

43/331

19th June, 2019

Er. C.L. Meena
Executive Engineer (SD)
Office of Executive Engineer (SD)
NDMC, Palika Kendra
Sansad Marg, New Delhi

Sir,

This is in reference to your letter no. D-272/EE(SD)/2019 dated 17.06.2019 with regard to digital advertisement panel at PTUs.

It is to be kindly submitted that we have taken requisite permission from Delhi Police to install the Digital Advertisement Panel. The letter is enclosed for your kind reference.

We would further like to draw your attention towards following clause of the agreement:

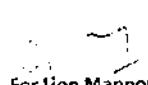
Quote

The advertisement Panel shall be of Back Lit Display Panels or Digital Advertisement Panels with prior approval of Delhi Police and other statutory bodies. NDMC will help in getting the permission from Delhi Police also."

Ungquote

Above for your kind information please.

Thanking You,


For Lion Manpower Solutions Pvt. Ltd.

Copy to :

1. P.S. To Chairman, for kind information
2. P.S. to Secretary, for kind information
3. CE (C-1), for kind information
- ✓ 4. ACE(C), for kind information
5. AE-1 (SD), for kind information

CIN : U93000DL2001PTC109293

LION MANPOWER SOLUTIONS PVT. LTD.

#10, 3rd Floor, L.S.C., B-1, Vasant Kunj, New Delhi-110070, INDIA
Phone : 011-26898002, 26898003, Fax : 011-26898003
E-mail : lion@lionmanpower.com, www.lionmanpower.com



974254/2023/E.E.(RIP)Civil
369372/2020/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil
V-11011/52/2020-E.E.(RIP)Civil

534/962
44/1331



**OFFICE OF THE ADDL. COMMISSIONER OF POLICE, TRAFFIC,
NEW DELHI RANGE, BANGLA SAHIB LANE, NEW DELHI-110001.**
Tele/Fax No. 011-23340849, 011-23340200, Email: dcptraffcnr@gmail.com

No. 56 /SO-ADDL.CP/T-NDR dated New Delhi the 24-1-2019.

M/s. Lion Manpower Solutions Pvt. Ltd.
10, 3rd Floor, L.S.C., B-1, Vasant Kung
New Delhi.110070

Subject- Reg. grant of NOC for installation "LED Panels on SDMC PTU's/CTU's" at Connaught Place (Inner and Outer Circle), Block- A, B, D, F and Gol Dakhana, New Delhi.

Refer to your office letter No. Nil dated 08.01.19 on the subject cited above. The permission for installing "LED Panels on SDMC PTU's/CTU's" at Connaught Place (Inner and Outer Circle), Block- A, B, D, F and Gol Dakhana, New Delhi for 1 year from the date of issue, is hereby granted from traffic point of view subject to the following terms & conditions -

- i) It must not obstruct the movement of pedestrians.
- ii) Hoarding be installed in such a manner that it does not disturb the flow of traffic.
- iii) It must not distract the attention of vehicle drivers/riders.
- iv) It must not obstruct the visibility of the drivers/riders.
- v) It may be secured/ fixed strongly so that it does not fall/cause harm to anyone.
- vi) Permission from other concerned civic agencies be obtained before installation.

The NOC shall be terminated/cancelled/withdrawn for violation of any of above terms/condition and also if so required by undersigned in public interest.

AK
VEENU BANSAL, IPS
Addl. Commissioner of Police
Traffic (New Delhi Range)
New Delhi

No. 457-61 /SO/Addl.CP/T-NDR dated New Delhi, the 24-1-2019.

Copy forwarded for information & necessary action to:-

- i) The Dy. Commissioner of Police/New Delhi District.
- ii) ACP/T-NDD & TI/PTC
- iii) SOs to Special CP/Traffic, Joint CP/Traffic-HQ.

974254/2023/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil

45/1331



SUPREME ADVERTISING PVT. LTD.

(formerly Hydrex Engineers Pvt. Ltd.)

CIN : U74899DL2001PTC109281

SAPL/N.MC/35 PTUs/Gen./2019 | 120
Dt: 24th July 2019

The XEN (SD)
NDMC, 2nd Floor.
Room No. 2001 - C
Palika Kendra, Sansad Marg
New Delhi-110001

Sub : LED display panels on Smart PTUs
Ref: Your letter no. D/319/EE(SD)/2019 dt. 05.07.2019

Sir,

This is with reference to your above letter. We thank you for having recommended the installation of LED display panels on PTUs; which has been accepted by the Delhi Police (Traffic). Enclosed herewith kindly find the copy of permission issued by office of Addl. Comm. of Police (Traffic) for installation of LED panels on smart toilets, including the ECE House, for your information and reference.

Now that we have installed the LED panel at ECE House, we request you to kindly release some advertisement of the NDMC at discounted rates offered by us and gives at enclosed Annexure.

Thanking you,
Yours faithfully,

(Nand Kumar)
Sr. Manager-BD

Encl: Permission Letter of LED display.

R-1679/EE(SD)
28/7/19

R-428/ASD(SD)

30/7/19

Handwritten signatures and initials:
N. Kumar
JE II
30/7/19

974254/2023/E.E.(RIP)Civil
369372/2020/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil
V-11011/52/2020-E.E.(RIP)Civil

536/962
46/1331



**OFFICE OF THE ADDL. COMMISSIONER OF POLICE, TRAFFIC,
NEW DELHI RANGE, BANGLA SAHIB LANE, NEW DELHI-110001.
Tele/Fax No. 011-23340849, 011-23340200, Email: dcptraffcnr@gmail.com**

No. 5046 /ADDL. CP/T-NDR dated New Delhi the 22/07/2019.

To

Sh. Nand Kumar,
Senior Manager - BD,
Supreme Advertising Pvt. Ltd.,
302-303, Bhikaji Cama Bhawan, 11, Bhikaji Cama Place,
New Delhi-66

Subject: - Permission for installation of LED Panels on the Smart Toilet Blocks at ECE House Outer Circle Connaught Place, Jeevan Bharti Building Outer Circle, Super Bazar Outer Circle, Super Bazar in parking Outer Circle Connaught Place, Gole Dak Khana and Eastern Court Metro Station Janpath, New Delhi.

Refer to your office letter No. SAPL/NDMC/35 PTUs/Gen./2019/117 dated 04.07.2019, on the subject cited above. The permission for installation of LED Panels on the Smart Toilet Blocks at ECE House Outer Circle Connaught Place, Jeevan Bharti Building Outer Circle, Super Bazar Outer Circle, Super Bazar in parking Outer Circle Connaught Place, Gole Dak Khana and Eastern Court Metro Station Janpath, New Delhi is hereby granted in New Delhi Range only from traffic point of view subject to the following terms & conditions :-

- i) The organizers shall make proper liaising with ACP/Traffic-New Delhi District and inform them well in advance before starting the event.
- ii) It shall be ensured by the organizers that parking of vehicles of visitors, organizers, or of any category is not allowed on main road as well as on service road/footpath in the general interest of public. The approach road leading to the place of function shall be kept free from parking of vehicles.
- iii) The organizers shall arrange alternate parking space available in or around the venue, in case the available parking space is not proving sufficient.
- iv) Adequate number of trained marshals (three marshals per hundred vehicles) shall be deployed by the organizers for smooth functioning of the event, proper crowd control and traffic & parking management in and around the venue.

Add. Commissioner of Police
Traffic OPS (CR-NDR)

974254/2023/E.E.(RIP)Civil

V-11011/22/2023-E.E.(RIP)Civil

537/962

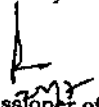
369372/2020/E.E.(RIP)Civil

V-11011/52/2020-E.E.(RIP)Civil

47/1331

- / Proper signages/diversion boards shall be installed by the organizer in consultation with area traffic police officers for facilitation/guidance of the invitees and other road users.
- vi) Necessary arrangements shall also be made for smooth passage of emergency vehicles and quick evacuation of the gathering in case of any emergency.
- vii) There should be no obstruction to the other road users in view of the programme/event.
- viii) There should be no complaint of nuisance from the local residents/general public due to the program.
- ix) Any other direction given by area traffic officers from traffic management point of view & in the interest of general public shall be complied with.
- x) The NOC has been granted on the basis of the prevailing ground conditions. In case, there is any change in ground conditions, which is likely to lead to any traffic related problems or VVIP/VIP movement, Traffic Police reserves the right to review the grant of NOC at any stage.

Non-compliance of the above mentioned terms & conditions may entail in termination /cancellation/ withdrawal of the NOC.


Addl. Commissioner of Police
Traffic (New Delhi Range)
New Delhi.

No. 5047 - 50 /SO/Addl. CP/T-NDR dated New Delhi, the 22nd April, 2023. Addl. Commissioner of Police
Traffic OPS (CR-NDR)

Copy forwarded for information & necessary action to:-

- i) The Dy. Commissioner of Police/New Delhi District.
ii) ACP/T-NDD and TI/PTC & BKR.
iii) SOs to Special CP/Traffic, Joint CP/Traffic-HQ for information.

Visit us at Delhi Traffic Police website <https://delhitrafficpolice.nic.in>



999146/2023/EBR

V-11011/22/2023-E.E.(RIP)Civil

13/11/2023

963968

**NEW DELHI MUNICIPAL COUNCIL
(E-BR DEPARTMENT)
PRAGATI BHAWAN : 2ND FLOOR
JAI SINGH ROAD : NEW DELHI**

The matter regarding violation of sanctioned building plan excess coverage area in PUs and CUs as raised by Hon'ble Member has been forwarded to E-BR Department from the Competent Authority. Therefore, the sanctioned plans of PUs were sought from Swachhita Division as the same was not available with the E-BR Department. The J.E. concerned shown the copy of some sanctioned plan of PUs, wherein the dimensions of LED panel is not available. However, a list has been provided by Swachhita Division along with the dimension of LED panels, (copy enclosed). Accordingly, the actual measurement of screen size of LED panel has been carried out by E-BR Department as per the present position in respect of advertisement LED panels fixed on PUs as on date 20-03-2023 & 21-03-2023.

As per the direction the measurements of PU LED Panels has been carried out which are as under:

S.No	Toilet Identification No.	Location	Size of LED Panel as mentioned by Swachhita Division			Size of LED Panel as per Actual Measurement done.			Whether it is within the defined area in agreement i.e. 15sqm to max. 18sqm		Remarks
			L	H	Area in Sqm	L(m)	H(m)	Area in Sqm	YES	NO	
1	PU-01-048	Ashoka Road	1.89	2.84	7.26	2.52	1.92	4.84	Yes		
			2.52	1.89	4.76	6.37	1.92	12.23			
						Total					
2	PU-01-016	E-Block Connaught Place	1.83	1.73	3.17	1.92	1.92	3.69	Yes		
3	PU-01-015	F-Block Connaught Place	1.83	1.73	3.17	1.92	1.92	3.69	Yes		
						Total					
4	PU-01-014	D-Block Connaught Place	1.83	1.73	3.17	1.92	1.92	3.69	Yes		
5	PU-01-013	K-Block Connaught Place	1.83	1.73	3.17	1.92	1.92	3.69	Yes		

999146/2023/EBR		V-11011/22/2023-E.E.(RIP)Civil									
6	PU-01-009	TCT House/Outer Connaught Place	5.67	2.83	16.05	5.67	2.88	16.33	Yes		
7	PU-01-002	SBS Marg	4.88	2.44	11.91	4.61	2.30	10.60	Yes		
8	PU-02-008	Panchsain Road	5.44	3.05	7.44	3.07	2.30	7.06	Yes		
9	PU-02-018	Metro Station R.K. Ashram Marg	3.67	2.44	8.95	3.65	2.32	8.49	Yes		
10	PU-01-044	Outside Monarj Desai GPO	3.05	6.10	18.61	6.4	2.88	18.43	Yes		
11	PU-01-005	State Entry Road Outer Circle C.P.	2.44	1.88	11.91	4.61	2.30	10.60	Yes		
12	PU-01-007	LSS, Outer Circle C.P.	5.44	5.49	13.40	5.19	2.30	11.94	Yes		
13	PU-04-008	Rajendra Prasad Road	5.73	2.30	13.18	5.26	2.30	15.25	Yes		
14	PU-03-012	Bhai Veer Singh Marg	3.78	2.30	15.29	3.28	2.30	11.20	Yes		
15	PU-06-016	Khan Market	3.78	2.28	11.18	3.73	2.28	13.06			NO
			3.84	2.28	6.48	2.83	2.28	6.30			
						Total					
16	PU-06-020	Humayun Road	5.18	2.30	11.91	3.81	1.92	7.32			NO
			3.83	1.92	7.35	5.20	2.30	13.96			
						Total					
17	PU-07-018	Mandira Aard Road	4.75	2.13	9.01	4.31	2.30	9.71	Yes		
18	PU-05-026	KU Marg	5.32	2.40	13.20	3.50	2.50	13.75	Yes		
19	PU-08-011	Gate No 4 Inside Lodhi Garden	3.07	2.30	7.06	3.06	2.30	7.04	Yes		
			3.07	2.30	7.06	3.06	2.30	7.04			
						Total					

