NORTH DELHI MUNICIPAL CORPORATION

List of Business to be transacted at the Meeting of the Standing Committee to be held on Wednesday, the 6th March, 2013 at 2.00 P.M. at Satya Narayan Bansal Sabhagar, 2nd Floor, A-Wing,

Dr. S.P. Mukherjee Civic Centre,

New Delhi.

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97 Purchase of Anaesthesia Delivery Units for HRH
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Commissioner’s letter No. F.33/Health/NDMC/562/C&C dated 4.3.2013

104 Recruitment of teaching faculty for the North Delhi Municipal Corporation Medical College.
Commissioner’s letter No. F.33/Addl. Cm.(Finance)/570/C&C dated 6.3.2013

105 Assignment of unique property identification Codes (UPICs)/ issue of UPIC Cards and property tax Passbooks U/S 125 of the DMC Act with the aim to streamline tax collection.
Ref: Reforms under JNNURM to strengthen the financial base of Municipal Bodies and augment resources.

PART-B

121 Regarding increasing the (enrolment) numbers of children studying in Municipal Schools of North Delhi Municipal Corporation.
Resolution No.33 of Education Committee dated 12.2.2013
For empanelment of Delhi Govt. Approved laboratories for sampling of Mid-day-meal in Municipal Schools of North Delhi Municipal Corporation.

Resolution No.34 of Education Committee dated 12.2.2013

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Providing & Fixing of porta cabins structure on roof in ward No. 5 in Bara Hindu Rao Hospital.

Commissioner's letter No. F.33/Engg./NDMC/566/C&C dated 4.3.2013

Providing & Fixing of porta cabins structure on roof in ward No. 6 in Bara Hindu Rao Hospital.

Commissioner's letter No. F.33/Engg./NDMC/563/C&C dated 4.3.2013

Construction and renovation of department of forensic medicine in Hindu Rao Hospital for Medical Collage in C-281/CLZ.

Commissioner's letter No. F.33/Engg./NDMC/564/C&C dated 4.3.2013

Construction of Pucca School Building at M.C.Pry. School in Sahipur Village in C-55, Rohini Zone.

Commissioner's letter No. F.33/Engg./NDMC/569/C&C dated 5.3.2013
PART ‘A’

POSTPONED CASE

Item No. 67 :— Simplification of Trade License Policy of markets, trades, occupations, maintenance and regulations thereof as laid down under Chapter XX of the DMC Act.


In the erstwhile unified Corporation, the trade licence policy was approved by the Corporation vide Resolution No. 235 dated 28-7-2008. With the gap of time, it has become a common sight that the policy is not materialized in its entirety resulting very few turnout for obtaining licence under the existing policy.

Now, therefore, consequent to its existence on account of trifurcation of erstwhile MCD, South Delhi Municipal Corporation finds it implicit to create a new database of licensable entities for regulation and enforcement of related rules and regulations as per various provisions laid down under DMC Act by replacing the existing trade licence policy with new simplified policy. This is essentially required with a view to secure improvement in jeopardized civic amenities where large scale flagrant violators continue to operate unabatedly without a licence or doing other than activities for which licence has been granted, hence the same needs to be regulated under the laid down provisions of the Act.

In view of above, it is necessary to simplify the trade licence policy by widening the ambit of trade/occupations of all permitted trade activities running in trade premises as defined under Section 2 (59) of the DMC Act and occupations under the jurisdiction of North Delhi Municipal Corporation. The said simplified Trade Policy has been duly vetted and concurred by the Law Dept. and Finance Deptt.

The proposed trade policy contains the following Annexures :—

(a) ANNEXURE-I — CVC DIRECTIONS FOR USE OF TECHNOLOGY IN GRANT OF LICENSE
(b) ANNEXURE-II — TRADE LICENSE CLASSIFICATION CODE & APPLICABLE TRADE LICENSE FEES
(c) ANNEXURE-III — MASTER PLAN REGULATIONS
(d) ANNEXURE-IV — AFFIDAVIT FORMAT
(e) ANNEXURE-V — APPLICATION FORM–for New Trade License
(f) ANNEXURE-VI — LICENSE FORMAT
(g) ANNEXURE-VII — LIMITED LICENSE FORMAT
(h) ANNEXURE-VIII — ECS FORMAT
(i) ANNEXURE-IX — PUBLIC NOTICE
(j) ANNEXURE-X — DEFAULTER NOTICE FORMAT
(k) ANNEXURE-XI — APPLICATION FORM–for Renewal of Trade License
(l) ANNEXURE-XII — APPLICATION FORM–for Duplicate Trade License
(m) ANNEXURE-XIII — PROVISIONAL LICENCE FORMAT

Therefore, the revised and simplified Policy of Trade Licence be placed before the Corporation routed through Standing Committee for approval in this behalf as an item of Urgent Business.
Subject: Simplification of Trade License Policy and regulation thereof as laid down under Chapter XX of the DMC Act, 1957 relating to markets, slaughters houses, trade, occupations etc.

Section 2(59) of the DMC Act defines trade premises as any premises used or intend to be for carrying on any trade or industry. Further Section-417 of the DMC Act provides that no premises shall be used for certain purposes as mentioned below without having a valid license.

“No persons shall use or permit to be used any premises for any of the following purposes without or otherwise than in conformity with the terms of a license granted by the Commissioner in this behalf, namely:

(a) Any of the purposes specified in Part-I of the Eleventh Schedule;
(b) Any purpose which is, in the opinion of the Commissioner dangerous to life, health or property or likely to create a nuisance;
(c) Keeping horses, cattle or other quadruped animals or birds for transportation, sale or hire or for sale of the produce thereof; or
(d) Storing any of the articles specified in Part-II of the Eleventh Schedule except for domestic use of any those articles:

Provided that the Corporation may declare that premises in which the aggregate quantity of articles stored for sale does not exceed such quantity as may be prescribed by bye-laws in respect of any such articles shall be exempted from the operation of clause (d)."

(1) In prescribing the terms of a license granted under this section for the use of premises as mills or iron yards or for similar purposes the Commissioner may, when he thinks fit, require the licensee to provide a space or passage within the premises for carts for loading and unloading purposes.

(2) The Corporation shall fix a scale of fees to be paid in respect of premises licensed under sub-section (1).

All permitted trade activities running in trade premise as defined under Section 2(59) of the DMC Act and occupations under the jurisdiction of North Delhi Municipal Corporation (NORTH DMC for short) are under obligation to obtain trade license u/s 417 of the DMC Act. The existing Trade licensing Policy was brought into force in 2008 and since then much water has flown under the bridges as new trades/services have come into being which may not strictly fall within the purview of the existing trade policy and require to be taken care of apart from streamlining the provisions of the existing trade policy to facilitate the citizens. With a view to secure improvements in jeopardized civic amenities, large scale flagrant violators continue to operate unabatedly, without a license or doing activities other than those for which license has been granted, hence the same needs to be regulated under the provisions laid down under the Act.

The North Delhi Municipal Corporation, consequent to its existence on account of trifurcation of erstwhile Municipal Corporation of Delhi, finds it implicit to create a new database of licensable entities for regulation and enforcement of related rules and regulations as per various provisions under the DMC Act.
Keeping this factum in mind following reforms are required to be taken care of on priority:

1. Simplification of licensing procedure so that people are able to comply with legal obligations without being subjected to harassment.
2. Streamline record keeping with a view to improve operational efficiency.
3. Establish processes for better enforcement against defaulters.
4. To bring transparency in the system and to comply with the directions of the CENTRAL VIGILANCE COMMISSION that there should be maximum application of technology in license grant and renewal process.
5. Widen the ambit of trade/occupations (service sector).

In furtherance of abovenoted exercise adoption of certain ways and means as detailed below would increase revenue multifold in terms of:

1. Recovery of dues from units with lapsed license/unlicensed units.
2. Timely Recovery from renewals through banking channels.
3. Bringing more activities under the net.
4. Centralised collection from establishments having more than one premises.
5. Database to assist property tax department to ascertain use of premises.
6. Maintain relevant records for accounts and audit.

To streamline and regulate establishments/trades/occupations following needs consideration for approval:

1. **FRESH CLASSIFICATION OF CATEGORY OF LICENSABLE PREMISES IN A LIST WHICH SHALL INCORPORATE THE NEW CATEGORY OF PREMISES IN ADDITION TO THE EXISTING NOTIFIED CATEGORIES IN THE ELEVENTH SCHEDULE U/S 417 OF DMC ACT:**

   1. Keeping in mind the present economic activities in vogue, a scientific classification of licensable premises together with applicable fees as per Section 430 of DMC Act is proposed and annexed as Annexure-II. Since economy has moved from manufacturing to service centred economy, a TRADE LICENSE CLASSIFICATION CODE is being proposed for approval and as given in Annexure-II. The license fee/processing fees are non refundable under any circumstance whatsoever.

   1. Inherent powers granted u/s 430 (2), laid down applicable license fees for various categories are mentioned as per Annexure-II. These are flat rates and not based on area which shall do away with all individual discretion and related pilferages.

2. **AUTOMATIC INCREASE IN APPLICABLE TRADE LICENSE FEES AFTER EVERY THREE YEARS:**

   The under notification licence fee shall be applicable with immediate effect and next increase shall be in the financial year beginning 1st April, 2016. This is based on the inflation factor in mind and, therefore, the Trade license fees shall automatically be increased by 10% after every three years.
(3) **NOTIFICATION OF NEW TRADES/APPLICABLE LICENSE FEES THEREOF:**

At any point of time if any new Trade comes into existence, its category as well as license fees amount shall be approved and notified by the Corporation from time to time. In case a trade or storage is not covered under the existing classification it shall be licensed under “OTHERS” category having license fee @ Rs. 15,000/- per annum till the time it has not been notified by the Corporation.

(4) **NUMBER OF LICENSES PER ESTABLISHMENT:**

In case one establishment retails more than one product within a single enclosure, license shall be made in the highest license fees category.

(5) **EXEMPTED CATEGORIES:**

Henceforth no trades/callings/occupations shall be exempt from obtaining Trade/Storage License, except the following:—

(a) Individual Lawyers Chambers.

(b) CA (Chartered Accountants) Offices:—However administrative offices of companies at the address of CA shall not be given any exemption. Similarly if the office of CA firm is running insurance braking/stock broking business from the said premises, it shall not be exempted from obtaining license and paying the applicable license fees.

(c) All institutions For Physically Challenged/Deaf & Dumb/Blind duly certified by Competent Medical Authority.

(d) All Government Owned Educational Institutions.

(e) Trades/Storages exempted by the Corporation.

*Note:* Trade/Occupation like canteen/gym/small stationary shops etc. running in above premises are not exempt from Trade License.

(6) **RESTRICTED, NEGATIVE AND PROHIBITED LIST OF TRADES/STORAGES:**

(a) The cases of trade/storage license which are fire prone/polluting/posing threat to public safety and health shall be subjected to intense scrutiny before grant of license. Since license for such trades/storages/occupations needs high regulation, such applications shall be routed through the Deputy Commissioner of the Zone for further processing and he/she may insist for additional documentations/affidavits for processing such applications.

(b) In “Special Areas” if falling under jurisdiction of NORTH DMC, restriction will be imposed on storage/warehousing of bulk storage of commodities like food grains, fruits and vegetables, dairy, poultry/fish products, Iron & Steel, or building materials. Further, in such areas storage of hazardous/inflammable commodities like paper/plastic/PVC/Chemicals/Petroleum and its products shall not be granted. It is stated that storing of chemicals listed under Schedule-I and/or II of the Manufacture, Storage and Import of Hazardous Chemical Rules 1989 and Public Liability Insurance Act, 1990 are prohibited.

(c) Any category for which the Government has earmarked special locations from where such trades/occupations can operate or there can be a threat to human safety will be governed by such regulations.

(d) Industries manufacturing such items prohibited by DPCC shall not be granted license.

(e) That the restrictions or controls shall be based on, but not limited to, as per MPD-2021 or directions of any Court of law or any Competent Authority thereof.

[4(N)]
(7) CONTROLS ON CERTAIN TYPE OF TRADES/STORAGES/OCCUPATIONS, LICENSE TO BE GRANTED AS PER PROVISIONS OF MASTER PLAN OF DELHI:

All trade licence shall be governed/under obligation imposed by or under this ACT or any other law for the time being in force. Keeping this fact in mind in its entirety, any trade activity running in the premises under Delhi Specials Provisions Act, 2011, a temporary permission will be granted in the form of Limited License which shall be effective for the period till such protection is in force and this shall, ipso facto, stand null and void immediately after it ceases to exist. The license fees of the Limited License shall be same as of regular license. No refund of license fee in any situation shall be permitted.

(8) APPROVAL OF GENERAL TERMS AND CONDITIONS:

In order to safeguard the interests of public at large against misuse of Trade/Storage License, a STANDARD AFFIDAVIT has to be taken from all applicants of new license/as well as re-registration of existing licence holders.

(9) ELIMINATION OF COMPLEX DOCUMENTATION:

With a view to achieve its larger response it is implicit in the policy to minimise the inconvenience of applicants. Thus, the requirement of following documents is proposed to be dispensed with/required conditionally:

**The requirement of following documents is proposed to be dispensed with:**


(b) Key Plan.

(c) Landlord NOC.

(d) Property Tax Payment Slip.

**Documents required in specific cases/conditionally:**

(a) **Structural Safety Certificate**: The applicant shall furnish an affidavit/indemnity bound in the prescribed format that the building/premises in structurally safe and that he will be responsible for any mishappening and he is not indemnified against any damages caused by any mishappening.

(b) **Pollution NOC**: All units which are polluting in nature shall require consent of DPCC and such units shall need to submit NOC’s/approvals as per the pollution control guidelines in vogue from time to time.

(c) **Fire Safety Certificate** will be required only in the following cases:

   (i) Hotels and guest houses having height more than 12 metres having ground plus three upper storeys including mezzanine floor.

   (ii) Educational buildings having height more than 9 metres or having ground plus two upper storeys including mezzanine floor.

   (iii) Institutional buildings having height more than 9 metres or having ground plus two upper storeys including mezzanine floor.

   (iv) Business buildings having height more than 15 metres or having ground plus four upper storeys including mezzanine floor.
(v) Mercantile buildings having height of more than 9 meters or having ground plus two upper stories including mezzanine floor.

(vi) Industrial buildings having covered area on all floors more than 250 square metres.

(vii) Storage buildings having covered area on all floors more than 250 square metres.

(viii) Underground structures.

(ix) All hazardous building having covered area on all floors more than 100 sqm. This includes a building or part thereof used for:

- Storage, handling, manufacture or processing of radioactive substances or highly combustible or explosive materials or of products which are liable to burn with extreme rapidity and/or producing poisonous fumes or explosive emanations;
- Storage, handling, manufacture or processing of which involves highly corrosive, toxic or noxious alkalies, acids, or other liquids, gases or chemicals producing flame, fumes and explosive mixtures etc. or which result in division of matter into fine particles capable of spontaneous ignition.
- Activities which required license by Chief Controller of Explosives, Nagpur.

The objective of this policy is to bring large scale violators within the ambit of this policy and to regulate their activities under the DMC Act. However, while considering this aspect the prime concern of public safety, health and nuisance shall also be taken into account.

(10) SIMPLIFICATION OF DOCUMENTATION TO BE SUBMITTED ALONG WITH APPLICATION FORM FOR GRANT OF ERESH LICENSE :

The following documents needs to be submitted while applying for a new license:

(a) APPLICATION FORM (Annexure-V) :—Duly completed.

(b) ESTABLISHMENT REGISTRATION DOCUMENT :—ROC Registration/Firm Registration from Registrar of Firms or Society/IEC (import/export) Code issued by Directorate General of Foreign Trade/Registration with Any Government Agency etc.

(c) COPY OF PAN CARD IN CASE OF THE ESTABLISHMENT/PROPRIETOR :—(in case establishment is exempt from PAN requirement, the same should be sworn in the affidavit).

(d) ROOF OF ADDRESS OF THE ESTABLISHMENT :—To establish the legal occupancy of the establishment on the premise any of the following documents can be provided,

(e) ID PROOF THE PERSON SIGNING THE APPLICATION FORM :—Any Government ID Document or else PAN Card Copy.

(f) AFFIDAVIT DULY NOTARISED AT THE RATE PRESCRIBED UNDER DELHI STAMP ACT.

(g) LOCATION OF THE PROPERTY MARKED ON AN AREA MAP :—Any standard map such as Google Map or Eicher Map or map prepared by an architect of North DMC can be used.
(h) **CONDITIONAL REQUIREMENT :**

(i) Affidavit/Indemnity Bond to be furnished by the applicant in the prescribed format that the building/premises is structurally safe and that he will be responsible for any mishappening and he is not indemnified against any damages caused by any mishappending.

(ii) Fire NOC.

(iii) Pollution NOC.

(iv) In case of any existing Trade License, proof of payment of applicable Trade License fee for the current financial year.

(v) Proof of Payment of One Time Settlement Fees for arrears, if Applicable.

(vi) Proof of Parking & Conversion Charges (If Applicable) : In case the applicant does not provide the proof of Parking/Conversion Charges (wherever it is applicable), the Trade license shall not be granted.

(vii) In case the land has been provided by North DMC or the erstwhile MCD or any other Government Agency (Tehbazari as applicable/Land & Estate etc.) a copy of the Allotment Letter or any other proof of occupancy.

(viii) Sanctioned building Plan or Occupancy Certificate or Regularisation plan of the premises.

Wherever the building is protected under Delhi Specials Provisions Act, 2011, the applicant may indicate so. In case of buildings protected under Delhi Specials Provisions Act, 2011, limited license in respect of trade running in such premises shall be issued which shall be effective for the period till such protection is in force and this shall, ipso facto, stand null and void immediately after it ceases to exist. No license fee shall be refunded in any circumstances.

(i) **OPTIONAL :**

(i) Latest Property Tax Receipt, if any.

(In case document as mentioned above are not supplied, it shall not be a ground for denial of trade license. However, the licensee cannot claim/demand immunity from payment of such applicable Municipal taxes/fees/fines/penalties on the ground that the Trade License has been granted without verification of such applicable Municipal taxes/fees/fines/penalties.)

(j) **OTHER DOCUMENTS AS APPLICABLE :**

The objective of this policy is to bring large scale violators within the ambit of Trade License and to regulate their activities under the Act. However, the Commissioner, North DMC is empowered to add/remove/modify the requirements at any point of time to meet the overall object of public safety, health and nuisance.
(11) REGULATION OF TRADE LICENSE AS PER BUILDING REGULATION :

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<thead>
<tr>
<th>Authorised Building</th>
<th>Unauthorised Building</th>
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<tr>
<td>Trade License shall be granted</td>
<td>Structure is protected under Delhi Special Provisions Act</td>
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<td>Structure is protected under Delhi Special Provisions Act</td>
<td>Structure is not protected under Delhi Special Provisions Act</td>
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<tr>
<td>After the establishment provides affidavit/ indemnity bound as prescribed under clause 9(a) of the Policy, Limited License will be granted which shall be effective for the period for which they may enjoy certain immunity and shall stand null and void when it ceases to exist.</td>
<td>License shall not be granted.</td>
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- The licensee cannot claim/demand immunity from action or penalties on the ground that the Trade License has been granted without verification of such applicable provisions of being ‘Authorised Building’.
- Grant of license under the scheme shall not, ipso facto, entitle the licensee to claim permission as laid down under Section 347 of the DMC Act or any permission available under the Act.
- Granting of more than one license in a premises does not/can not mean approving of such divisions of the property for the purpose of chapter XVI in any circumstances.

(12) VERIFICATION OF ENCROACHMENTS ON PUBLIC LAND BEFORE GRANT OF LICENSE :

- Trade License shall be granted only to such establishment that have not encroached on Government or public land. This shall be considered primarily on the basis of statement and affidavit of the applicant. However, in case, any discrepancies in the affidavit/ statement is found, strict action and penalties under the DMC Act shall be imposed and action for cancellation of license shall be undertaken against that establishment.
- In case there is encroachment on Government or public land, it shall be ascertained if it is protected under special laws, the application shall be processed, for grant of Limited License which shall be effective for the period for which they may enjoy certain immunity in the special area and shall stand null and void when it ceases to exist.
- The licensee cannot claim/demand immunity from action or penalties on the ground that the Trade License has been granted without verification of such applicable provisions of encroachments.
- License shall be void ab-intio/illegal in case it is found that that the same has been obtained on encroached land or right of way or any other encroachment that are not protected under Special Laws.

[8(N)]
(13) **DELINKING OF GRANT OF LICENSE FROM OTHER LIABILITIES/OBLIGATIONS MADE AVAILABLE UNDER THE ACT:**

The trade/storage license shall not be withheld on account of any other Municipal taxes/fees/fines/penalties (except those mentioned at Para 10(h) above) that may be due to NORTH DMC. The Trade licensing authority shall be responsible for regulating the trade license for the purpose of Public Convenience, Public Safety and health. It shall be the responsibility of respective departments of NORTH DMC to recover the taxes/dues applicable in respect of them. The licensee cannot claim/demand immunity from payment of such applicable Municipal taxes/fees/fines/penalties on the ground that the Trade License has been granted without verification of such applicable Municipal taxes/fees/fines/penalties.

(14) **REGISTRATION OF ALL ESTABLISHMENT AND PAYMENT OF PROCESSING CHARGES:**

All establishments (those who have valid license for the current financial year 2012-2103. as well as those who are operating without license) need to register with NORTH DMC in the notified time frame and pay applicable Processing Charges for registration. In case any establishment has a valid license for the current financial year, it shall have to pay only the Processing charges (This is non-transferable and non-refundable, presently one time processing charges are Rs. 550/- which may vary from time to time, depending upon the exigency of work) to register the establishment in the scientific database being prepared for streamlining the administration of licenses by NORTH DMC.

(15) **CONDITIONS FOR RE-REGISTRATION OF ALREADY LICENSED UNITS:**

Any existing valid license shall stand automatically cancelled in case of change of ownership/change of address/change of nature of business/change in name of the company or death of the owner/proprietor:—

- In case of change of place of business, nature of business, change in name of the Company, the old license shall cancel and a new license shall be applied along with payment of applicable license fees.
- In case where the change of ownership on account of death of the proprietor, partner, director, member by their legal heir no license fees shall be charged.
- It shall be the liability of the establishment to inform the South Delhi Municipal Corporation of such incidence and get the old license cancelled and new license issued within 30 days of such incident(s). After expiry of 30 days, application for re-registration under this clause shall not be entertained under any circumstances.

(16) **LICENSE NUMBERING AND E-LEDGER:**

North DMC shall create a new license numbering system in the view of the scientific database which shall be created as a result of door to door registration/special registration camps in the jurisdiction of North DMC.

(17) **LICENSE/LIMITED LICENSE FORMAT:**

A standard format has been proposed and the back side of the license shall have printed terms and conditions of the license and all conditions u/s 430 (1) of the DMC Act or other pre conditions as approved from time to time by the competent authority.

[9(N)]
(18) **DISPLAY OF LICENSE:**

Henceforth, all establishments need to display the Trade Licenses at a conspicuous visible and prominent location within their premises. This shall help in easy identification of all licensed units and thereby help in enforcement against unlicensed unit. They are liable to produce the same for inspection u/s 430 (5) of the DMC Act.

(19) **ONE TIME SETTLEMENT SCHEME FOR ARREARS/UNREGISTERED PREMISES DURING THE SPECIAL DOOR TO DOOR REGISTRATION:**

As many establishment may have been in existence for long but would not have obtained trade license or may have arrears for non renewal of Trade license. These establishment can clear all old dues, subject to payment of a **one-time penalty at the rate of five times** the annual current year license fees payable provided that the same is covered under the present policy. One those establishments which participate in door to door registration and make on the spot payment can avail of the said benefit.

(20) **METHOD OF PAYMENT OF LICENSE FEES/RENEWAL LICENSE FEES:**

- North DMC shall encourage applicants to regularly make payment towards the fee for current financial year and of renewal of license fee thereof. It is optional for the applicant to make the payment either on annual basis or for three years in lump sum. In case of fresh license 10% discount shall be given when the applicant makes lump sum payment for three years. In case of renewal the discount of 10% shall be made available only when it is made before expiry of the existing license period.

- The mode of payment of license fee would be by way of cash, pay order/banker cheque, credit/debit card or online payment gateway. The applicants who choose to pay the license fee on annual basis shall be encouraged to pay through ECS FORMAT. The burden on account of ECS charges will be borne by the applicant himself.

- However, establishments shall have the option of making license renewal fees payment in cash at the North Delhi Municipal Corporation approved locations or direct payment into the designated bank account for license renewal of the North Delhi Municipal Corporation. That the standard payment slip can be downloaded from the website of NORTH DMC and the entire partnering bank/s shall also keep such customized pay in slips for benefits of licensee.

(21) **COST OF ELECTRONIC TRANSACTION CHARGES TO BE BORNE BY THE APPLICANT:**

All electronic payments be it during special door to door registration scheme of later for renewal shall be borne by the applicant.

(22) **SPECIAL REGISTRATION DRIVE AND MODE OF PAYMENT OF LICENSE FEES/PROCESSING FEES DURING THE SPECIAL REGISTRATION DRIVE:**

- The NORTH DMC shall select an agency through tender process to carry out door to door registration/special registration camps in markets to ensure universal coverage of establishments under Trade license falling in the jurisdiction of NORTH DMC. For this service, processing charges in addition to the applicable license fees shall be paid by the establishment.
• The processing charges can be paid either in the form of Demand Draft or Online/POS Machines using Debit or Credit Cards or Pay Pal Card etc. or Mobile Payment or Cash or any other method as approved by Reserve Bank of India.

• That the establishment has the option of making direct payment in the designated bank account for such purposes. The NORTH DMC or any agency appointed thereof shall not be responsible for any cash payments to unauthorised persons or at unauthorised locations.

(23)  MODE OF PAYMENT OF LICENSE FEES BY ESTABLISHMENTS HAVING MULTIPLE LICENSED UNITS ACROSS JURISDICTION OF NORTH DMC :

If any establishment having the same PAN Number has multiple shops/establishments across jurisdiction of NORTH DMC (e.g. retails stores chains etc.), the establishment can pay centrally for all establishments to the competent authority:—

(a) This is in line with the demand from business establishments having multiple establishments in a city who want to pay all license fees in one go without the need for undergoing complex and multiple documentation.

(b) At the time of registration of such establishments, they shall have to provide additional information in supplementary registration form along with photo of the establishment and address proof.

For all such existing licensed units, the quoting of allotted license number shall be mandatory, pending which the amount shall be forfeited and license cancelled.

(24)  MODE OF MANAGEMENT OF LICENSE FEES/PENALTY ETC. : 

All the income generated under this scheme shall be deposited in general account of NORTH DMC. Income received on account of following transactions shall be maintained in the D&C register separately indicating following mandatory details:—

(a) Commissioner, North Delhi Municipal Corporation License Registration A/c.

(b) Commissioner, North Delhi Municipal Corporation License Renewal A/c.

(c) Commissioner, North Delhi Municipal Corporation License Penalty A/c.

(d) Commissioner, North Delhi Municipal Corporation License Interest A/c.

(e) Any other account that the Commissioner, North Delhi Municipal Corporation may prescribe:—

• This is not only beneficial from the point of view of accounting and audit but will also help keep track of defaulters.

• Daily reconciliation of bank statements shall be done and the audit shall be done on a fortnightly basis by NORTH DMC for this purpose.

(25)  GRANT OF PROVISIONAL LICENSE/LIMITED LICENSE :

In order to streamline records of trade license and ensure transparency, all applicants of new Trade Licenses shall be issued by a Provisional License/Provisional Limited License which shall be valid for a period of 90 days. The Provisional License/Provisional Limited License shall be issued only after submission of complete application/pending scrutiny and the payment receipt is confirmed.
(26) LICENSE ISSUING AUTHORITY:

The permanent license may be given once all the documents are verified and application approved by the competent authority. Under Section 491 of the DMC Act, the Commissioner hereby designates the following license issuing authority:

- (a) Administrative Officer of License Department for all licenses with annual license fees up to Rs. 7,500/-. 
- (b) Asstt. Commissioner (Licensing) of the respective zones for all licenses with annual license fees of Rs. 7,501/- and above.

(27) RENEWAL FROM RESPECTIVE ZONE UNDER NORTH DMC:

The licensee shall be required to submit application for renewal along with proof of payment of prescribed license fee to the CSB counters in the respective zone. Further, renewal can also be applied on-line through the application provided by the Corporation. The Application for renewal has to be submitted at least 30 days prior to the date of expiry of the license being held by the licensee. In case of renewal application submitted at CSB counters applicable CSB service charges shall be paid in addition to the license fee.

(28) TIME LIMIT FOR ISSUANCE OF TRADE LICENSE:

The Licensing Branch of the zones has to process the document and complete all the formalities within 60 days of submission of the application form. In case of any deficiencies/anomalies are noticed in the same, it shall be communicated to the applicant within 15 days of receipt of the application.

(29) PERIOD OF VALIDITY OF LICENSE:

In the interest of convenience of licensees (as the current financial year would shortly come to an end by the time this policy is operationalized) the validity of the license issued in case of license fee paid for one year shall be 31-3-2014. Similarly if the establishment has paid license fee for three years, its validity shall be 31-3-2016. For purposes of record, every license granted under Section 417 and 430 of DMC Act shall cease to be valid on 31st day of March of the year. All trade & storages which require annual consent of Delhi Fire Service, DPCC, Delhi police etc shall be given license annually only.

(30) PENAL ACTION FOR NON COMPLIANCE:

No person shall run trade activity without written permission of the Commissioner, NORTH DMC. Any violation of the obligation imposed by or under the Act shall attract Prosecution action as laid down u/s 461 and the Twelfth Schedule of the DMC Act.

(31) PENALITY:

Penalty for Non Registration within the Specified Time Limit:

Penalty of Rs. 1,000/- for each such default and Rs. 100/- per day post the notice period.

(32) FORMAT OF NOTICE FOR COMPLIANCE:

Those establishments who fail to get registered despite PUBLIC NOTICE and do not pay the relevant license fees/processing charges during the door to door registration shall be served with a DEFAULTER NOTICE for compliance, format of which is enclosed.
(33) **GENERAL TERMS AND CONDITIONS FOR GRANT OF LICENCE** :

After receipt of application, the Authorised Officer may visit the site within 15 days for inspection/enquiry as he may deem fit, and thereafter issue the licence after obtaining approval of the Competent Authority within 60 days of the receipt of application. The following norms will be adopted by the licensee also:

(a) The licensee shall permit the authorized officer to inspect the premises under consideration and licensed premises at all reasonable times and without notice.

(b) The licence shall be displayed in the trade premises and the licensee shall on demand produce it for inspection to the authorized officer.

(c) The licensee shall neither do nor permit any negligent act likely to cause fire or otherwise endanger the public safety in the licensed premises.

(d) The licensee shall provide such adequate fire extinguishing measures and appliances as may be determined by Delhi Fire Service.

(e) Whenever the licensed premises will be vacated, the licensee shall inform the concerned Officer and will return the licence.

(f) The licensee shall keep the premises clean and will prevent accumulation of filth or refuse.

(g) The licence shall not be transferable from one premise to another.

(h) The licensee shall make separate storage arrangements for the articles which are intended for human & annimal consumption and which are poisonous or likely to contaminate.

(i) The licensee shall ensure that not act done in the license premises shall lead to danger to life or property, nuisance etc.

(j) The licensee shall not encroach upon public land in any manner.

(34) **REVOCATION, SUSPENSION AND RESTORATION OF LICENCE** :

If the licensee fails to comply with any of the conditions of licence, the Dy. Commissioner of the concerned zone or any other authorized officer, after giving an opportunity to the licensee of being heard in the matter, revoke or suspend the licence. The appeal for restoration of such revoked/suspended licence will lie with the Addl. Commissioner, In-charge of the Zone, if the licensee has removed the contraventions.

(35) **DUPLICATE LICENSE** :

The duplicate license will be issued in case the original trade license is lost, mutilated or destroyed, etc. Processing fees for duplicate license shall be as per prescribed rates and shall be applied along with old license No. (with copy of the original license if available), copy of FIR/NCR in case it is lost or misplaced and an affidavit, as prescribed, on Non Judicial Stamp Paper to the effect that the lost license, if traced, will not be misused and will be returned to the NORTH DMC.

List of Annexures attached with this policy:

(a) **ANNEXURE-I** — CVC DIRECTIONS FOR USE OF TECHNOLOGY IN GRANT OF LICENSE

(b) **ANNEXURE-II** — TRADE LICENSE CLASSIFICATION CODE & APPLICABLE TRADE LICENSE FEES

[13(N)]
MUNICIPAL CORPORATION OF DELHI
CENTRAL LICENSING & ENFORCEMENT CELL
Nigam Bhawan, Kashmere Gate, Delhi-6

No. OSD/CL&EC/2010/16
Dated : 19-1-2010

Please find enclosed herewith the Minutes of the meeting of Select CVOs held on 30-11-2009, issued by Ms. Shalini Darbari, Director, Central Vigilance Commission (CVC) vide No. 009/CRD/021/67283 dated 16-12-2009, for taking necessary action on the item related to issue of Licences and Building activities in the Zones of MCD.

Encl. : As above.

Sd/-

(AMIYA CHANDRA)

OSD (CL&EC)

1. All DCs/ACs of the Zones of the MCD (City Zone).
2. Superintending Engineer (Building) (HQ), MCD.

Copy for kind information to :—

1. Addl. Cm. (revenue), MCD
2. Chief Vigilance Officer, MCD.

[ 14(N) ]
To,

Shri Pradeep Srivastava,
Chief Vigilance Officer,
MCD,
16-Rajpur Road,
Delhi.

Subject :— Meeting with Select CVOs—regarding.

Sir,

A copy of the minutes of the meeting of Select CVOs held in the Commission on 30-11-2009, is enclosed for necessary action. Action taken report in the matter may be furnished to the Commission at the earliest.

Yours faithfully,

Sd/- 16-11-2009

(SHALINI DARBARI)
Director

MINUTES OF THE REVIEW MEETING HELD BY THE COMMISSION WITH
SELECT CVOs ON 30-11-2009

CVC in the chair.

2. At the outset, CVC welcomed the participants and informed that the Commission was reintroducing the system of holding review meetings with CVOs in smaller groups, in order to address problem areas in a more focused manner. There was need for CVOs to concentrate on areas prone to corruption specially where there was public interface. The public delivery services reflected the face of the Government to the public at large and even petty corruption in these places marred the image of the Government. The senior officers should be sensitive to these aspects and should act decisively to put a curb on corrupt practices in their respective departments, else penal action could result against senior officials if visible improvement was not perceived. The priority of the Government in this regard was clearly laid down. The departments like DDA would have to minimise personal contacts to the largest extent possible. The Commissioner’s emphasis on leveraging of technology to stop public interface should be accorded highest priority by CVOs. Non implementation of these guidelines by the organisations would be interpreted as “malafide” and could invite disciplinary proceedings.

3. Vigilance Commissioner Smt. Ranjana Kumar emphasised the need for adhering to the time limits set. The delays in cases needed to be explained. There was a lack of sensitivity towards gravity of issues. The monthly report being sent by CVO was taken as a routine. There was a need for a stated
complaint handling policy in all organisations. The focus should be on putting systems and policy in place. CVOs should not go by presumptions but do proper analysis of facts.

The issues pertaining to the departments were also discussed.

**GNCTD :**

1. CVC desired that Delhi Government should concentrate on systems improvements. One officer in each of the major departments of Delhi Government should be nominated as CVO. A CVO can also be appointed for a cluster of departments. This should be acted on immediately. The list of designated officers should be sent to the Commission by end of December, 2009.

   *(Action : CVO, GNCTD)*

2. CVO, GNCTD raised the issue of the cases where the files were lost and action could not be proceeded with CVC observed that the issue was quite grave. The custodian of the file should be taken up under disciplinary proceedings. Simultaneously efforts should also be made to reconstruct such files.

   *(Action : CVO, GNCTD)*

3. CVC mentioned about the lack of leveraging of technology in Government of Delhi. This aspect should be attended to by CVO.

   *(Action : CVO, GNCTD)*

4. CVC desired that technical audit of systems in transport department should be undertaken.

   *(Action : CVO, GNCTD)*

**Railways :**

1. CVC observed that Railways should also concentrate on systematic improvements specially freight operations and parcel bookings.

   *(Action : CVO, Railways)*

2. The areas of activity where public interface is maximum should be immediately taken up for computerisation in order to minimise the use of discretionary powers.

   *(Action : CVO, Railways)*

3. The CVC observed that the seniority of the officials should not come in the way of objective analysis of the cases.

   *(Action : CVO, Railways)*

4. The number of cases being generated in the Ministry of Railways was very large. CVO, Railways mentioned that a proposal had been sent to the Commission in this connection. CVC desired that the proposal should be examined quickly in the Commission.

   *(Action : Coordination-I)*
MCD :

1. CVO, MCD informed the Commission about systemic changes introduced in the area of sanction of Building Plans and sanction of Completion Certificates. CVC observed that the areas of activities where MCD had to accord clearances especially relating to licenses should be streamlined. These activities should also be covered under leveraging of technology. This should be done within the time frame of six months.

(Action : CVO, MCD)

LIST OF PARTICIPANTS

Shri A.P. Mishra, Advisor (Vig.),
Railway Board,
Rail Bhawan,
New Delhi.

Smt. Rina Ray, Secretary (Vig.),
Govt. of NCT of Delhi,
Delhi Sachivalaya,
New Delhi.

Shri Pradeep Srivastava,
Chief Vigilance Officer,
MCD,
16, Rajpur Road,
Delhi.

Smt. P. Gopinath,
Chief Vigilance Officer,
Delhi Jal Board,
Varunalaya, Phase-II,
Karol Bagh,
New Delhi.

Shri Alok Swarup,
Director (Vigilance),
DDA,
Vikas Sadan, INA,
New Delhi.

Shri Sat Paul,
CVO, BSNL,
Corporate Office,
Statesman House,
New Delhi.

Ms. Jasdeep V. Singh,
CVO, CLEC,
Room No. 280, Samrat Hotel,
Chankayapuri,
Kautilya Marg,
New Delhi-110021.
## Annexure-II

### Trade/Storage License—Classification Code and Annual License Fees

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Major Category</th>
<th>Sub Category</th>
<th>Description</th>
<th>Annual License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>001 Retailing</td>
<td>general</td>
<td>Fire fighting/extinguishing equipments</td>
<td>1,200/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Home furnishings</td>
<td>15,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Locks &amp; safe</td>
<td>1,200/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Multi brand hyper marts/multi brand retail outlets/bulk cash and carry stores</td>
<td>15,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Music instruments</td>
<td>1,200/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Neighbourhood general stores</td>
<td>1,200/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Stores &amp; shops in malls, hotels, shopping complexes, major market complexes, main roads retailing any kind of consumer goods</td>
<td>7,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Stores/Shops in loca shopping centers (DDA market)/convenient shopping centers (DDA market) retailing any kind of consumer goods</td>
<td>1,500/-</td>
</tr>
<tr>
<td></td>
<td>Note :</td>
<td></td>
<td>In case of mixed retail (Edible &amp; non edible) the majority items shall decide the licensing authority</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>002 Telecom</td>
<td>related</td>
<td>Back end data Processing for Banks/Telecom/Insurance/Any other sector etc.</td>
<td>6,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Back end Engineering support Services/Network support services</td>
<td>15,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BPO/Call centers</td>
<td>15,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cable Network</td>
<td>3,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Computer aided design</td>
<td>6,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cyber Cafe</td>
<td>1,200/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>EPC (Engineering Project Management Services/Project Consultancy for Turnkey Management)</td>
<td>15,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mobile/Telecom Operator Company Offices</td>
<td>15,000/-</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Fee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-----</td>
<td></td>
<td></td>
</tr>
<tr>
<td>002I</td>
<td>Mobile Phone Retail Stores/Mobile Recharge</td>
<td>2,000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Coupon Store/DTH Recharge Coupons</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobile Accessories/Mobile Repair Shops</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>002J</td>
<td>Photocopy/Xerox/Book Binding</td>
<td>1,200/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>002K</td>
<td>Server Management Services/Data Centers</td>
<td>15,000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>002L</td>
<td>Software Developers—Pvt. Ltd./Ltd. Companies</td>
<td>15,000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>002M</td>
<td>Software Developers—Proprietorship Firms/Partnership Firms</td>
<td>6,000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>002N</td>
<td>STD/PCO</td>
<td>1,200/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>002O</td>
<td>Telecom Exchange Private</td>
<td>15,000/-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **Financial Sector**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>003A</td>
<td>ATM Machines—Offsite as well as onsite (in case of outsourced ATM’s also</td>
<td>5,000/-</td>
</tr>
<tr>
<td></td>
<td>compliance shall be done still shall be done by the Bank to whom they are</td>
<td></td>
</tr>
<tr>
<td></td>
<td>connected)</td>
<td></td>
</tr>
<tr>
<td>003B</td>
<td>Bank Branches or their offices (all Banks Recognized by RBI)</td>
<td>12,000/-</td>
</tr>
<tr>
<td>003C</td>
<td>Carbon Trading/Carbon Finance/Intermediaries</td>
<td>15,000/-</td>
</tr>
<tr>
<td>003D</td>
<td>Car Finance</td>
<td>6,000/-</td>
</tr>
<tr>
<td>003E</td>
<td>Financial Research &amp; Advisory Services</td>
<td>15,000/-</td>
</tr>
<tr>
<td>003F</td>
<td>Stock Broking Company/Portfolio Investment Management Company</td>
<td>15,000/-</td>
</tr>
<tr>
<td>003G</td>
<td>Food Grain Commission Agents</td>
<td>3,000/-</td>
</tr>
<tr>
<td>003H</td>
<td>Insurance Company Branches or their Offices (Life/Non Life/General Insurance)</td>
<td>12,000/-</td>
</tr>
<tr>
<td>003I</td>
<td>Mobile Banking Solution Provider</td>
<td>6,000/-</td>
</tr>
<tr>
<td>003J</td>
<td>Mony Transfer agencies like Westers Union/Money Exchange</td>
<td>6,000/-</td>
</tr>
<tr>
<td>003K</td>
<td>Multi level Marketing Companies</td>
<td>15,000/-</td>
</tr>
<tr>
<td>003L</td>
<td>Non Banking Financial Companies &amp; Their Branches</td>
<td>12,000/-</td>
</tr>
<tr>
<td>003M</td>
<td>Online financial Services/Online Portals where Goods/Services are Traded/Sold</td>
<td>15,000/-</td>
</tr>
<tr>
<td></td>
<td>Provided for Commission or Payment/E-commerce Services</td>
<td></td>
</tr>
<tr>
<td>003N</td>
<td>Share Trading Terminal—Individual operated and limited to one machine only</td>
<td>3,000/-</td>
</tr>
<tr>
<td></td>
<td>in case of more than one machine shall be treated as stock broking company</td>
<td></td>
</tr>
<tr>
<td>003O</td>
<td>Third party administrators for insurance companies</td>
<td>6,000/-</td>
</tr>
<tr>
<td></td>
<td>[19(N)]</td>
<td></td>
</tr>
<tr>
<td>Code</td>
<td>Category</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>---------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>004A</td>
<td>Leisure &amp; Entertainment</td>
<td>Computer gaming/video game parlors</td>
</tr>
<tr>
<td>004B</td>
<td>Leisure &amp; Entertainment</td>
<td>Business centre operating individually or in hotels</td>
</tr>
<tr>
<td>004C</td>
<td>Leisure &amp; Entertainment</td>
<td>DJ &amp; light/sound band</td>
</tr>
<tr>
<td>005A</td>
<td>Health &amp; Fitness</td>
<td>Health fitness equipment</td>
</tr>
<tr>
<td>005B</td>
<td>Health &amp; Fitness</td>
<td>Optical glasses</td>
</tr>
<tr>
<td>005C</td>
<td>Health &amp; Fitness</td>
<td>Scientific equipments and accessories</td>
</tr>
<tr>
<td>005D</td>
<td>Health &amp; Fitness</td>
<td>Surgical &amp; medical equipments</td>
</tr>
<tr>
<td>006A</td>
<td>Educational</td>
<td>Airhostess training/personality development grooming academy</td>
</tr>
<tr>
<td>006B</td>
<td>Educational</td>
<td>Coaching Centre—Any kind of competitive exams whether for Medical/Engineering/MBA/Government Jobs/Banks/Insurance any other jobs etc.</td>
</tr>
<tr>
<td>006C</td>
<td>Educational</td>
<td>Coaching Centre—Student Counseling for Overseas Education &amp; Related Placements</td>
</tr>
<tr>
<td>006D</td>
<td>Educational</td>
<td>Coaching Centre—Technical like ERP/Software Training/Computer Hardware/Computer Networking Multimedia</td>
</tr>
<tr>
<td>006E</td>
<td>Educational</td>
<td>Correspondence Tutorials</td>
</tr>
<tr>
<td>006F</td>
<td>Educational</td>
<td>Kindergarten Schools &amp; Schools not Affiliated to ICSE/CBSE/State Examination Board having single branch</td>
</tr>
<tr>
<td>006G</td>
<td>Educational</td>
<td>Kindergarten Schools &amp; Schools not Affiliated to ICSE/CBSE/State Examination Board having more than one branch</td>
</tr>
<tr>
<td>006H</td>
<td>Educational</td>
<td>Music/Dancing/Fine Arts Training/Aerobics Training</td>
</tr>
<tr>
<td>006I</td>
<td>Educational</td>
<td>Online Tutorials</td>
</tr>
<tr>
<td>006J</td>
<td>Educational</td>
<td>Private Colleges/Technical Institutions/Vocational Institutions/Study Centres of Universities in other States/Including their Administrative Offices</td>
</tr>
<tr>
<td>006K</td>
<td>Educational</td>
<td>Private schools till class 10th</td>
</tr>
<tr>
<td>006L</td>
<td>Educational</td>
<td>Private schools till class 12th</td>
</tr>
<tr>
<td>006M</td>
<td>Educational</td>
<td>Skills Development Courses</td>
</tr>
</tbody>
</table>
### 7. Housing related

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>007A</td>
<td>Builders and Civil Contractors</td>
<td>10,000/-</td>
</tr>
<tr>
<td>007B</td>
<td>Nursery</td>
<td>1,200/-</td>
</tr>
</tbody>
</table>

### 8. Building material/ Fabrication/ Furnishing

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>008A</td>
<td>Shuttering and scaffolding</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008B</td>
<td>Boring &amp; drilling</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008C</td>
<td>Brushes used in painting</td>
<td>1,200/-</td>
</tr>
<tr>
<td>008D</td>
<td>Building material (sale of sand/cement/ stone chips/bricks either singly or in combination)</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008E</td>
<td>Cane and cane products</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008F</td>
<td>Cement and cement concrete models</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008G</td>
<td>Chair/Table/Furniture and plywood or wooden materials/sandalwood/wood fiber</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008H</td>
<td>Corrugated sheets—Iron/steel/asbestos/plastic/fibers/khapda etc.</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008I</td>
<td>Crockery/Bone china/cutlery</td>
<td>2,000/-</td>
</tr>
<tr>
<td>008J</td>
<td>Doors &amp; windows</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008K</td>
<td>Floorings—Kota stone/tiles/linonium/wooden flooring/marble/slate/granite/stones etc. and related works like cutting, polishing, dressing etc.</td>
<td>7,000/-</td>
</tr>
<tr>
<td>008L</td>
<td>Glass &amp; related articles</td>
<td>6,000/-</td>
</tr>
<tr>
<td>008M</td>
<td>Hardware/Sanitary fittings</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008N</td>
<td>Iron and steel—Angles/rods/sariya/tor and any iron related fabrication (non factory)</td>
<td>6,000/-</td>
</tr>
<tr>
<td>008O</td>
<td>Metal fabrication/casting/polishing/assembling parts of metal etc.</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008P</td>
<td>Plywood/hardwood</td>
<td>3,000/-</td>
</tr>
<tr>
<td>008Q</td>
<td>Tomber—including timber trade/cutting/sawing</td>
<td>3,000/-</td>
</tr>
</tbody>
</table>

### 9. Offices

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>009A</td>
<td>Administrative offices/private offices/Government PSU offices</td>
<td>6,000/-</td>
</tr>
</tbody>
</table>
### 10. Electrical

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>010A</td>
<td>Consumer electronics</td>
<td>2,000/-</td>
</tr>
<tr>
<td>010B</td>
<td>Computers &amp; peripherals</td>
<td>2,000/-</td>
</tr>
<tr>
<td>010C</td>
<td>Solar power/alternative energy based products</td>
<td>1,200/-</td>
</tr>
<tr>
<td>010D</td>
<td>Cables and wires</td>
<td>2,000/-</td>
</tr>
</tbody>
</table>

### 11. Service industry

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>011A</td>
<td>Advertisements agencies</td>
<td>2,000/-</td>
</tr>
<tr>
<td>011B</td>
<td>AMC/after sales service</td>
<td>3,000/-</td>
</tr>
<tr>
<td>011C</td>
<td>Architect/Interior decorator</td>
<td>3,000/-</td>
</tr>
<tr>
<td>011D</td>
<td>Audio visual equipment/conference equipment rental</td>
<td>3,000/-</td>
</tr>
<tr>
<td>011E</td>
<td>Book binding</td>
<td>1,200/-</td>
</tr>
<tr>
<td>011F</td>
<td>CNF agencies</td>
<td>15,000/-</td>
</tr>
<tr>
<td>011G</td>
<td>Courier services</td>
<td>2,000/-</td>
</tr>
<tr>
<td>011H</td>
<td>Electronic goods repair shop</td>
<td>3,000/-</td>
</tr>
<tr>
<td>011I</td>
<td>Event management companies</td>
<td>12,000/-</td>
</tr>
<tr>
<td>011J</td>
<td>Film distributor</td>
<td>3,000/-</td>
</tr>
<tr>
<td>011K</td>
<td>Florist</td>
<td>2,000/-</td>
</tr>
<tr>
<td>011L</td>
<td>Gas/cooking stove dealer</td>
<td>1,200/-</td>
</tr>
<tr>
<td>011M</td>
<td>Memm (heavy earth moving materials); cement mixing; chanes services leasing/renting companies Memm</td>
<td>10,000/-</td>
</tr>
<tr>
<td>011N</td>
<td>Horoscope services</td>
<td>2,000/-</td>
</tr>
<tr>
<td>011O</td>
<td>House keeping services</td>
<td>3,000/-</td>
</tr>
<tr>
<td>011P</td>
<td>HR Consultancy/consulting companies/placement agency</td>
<td>3,000/-</td>
</tr>
<tr>
<td>011Q</td>
<td>Movers and packers</td>
<td>7,000/-</td>
</tr>
<tr>
<td>011R</td>
<td>Photo framing</td>
<td>1,200/-</td>
</tr>
<tr>
<td>011S</td>
<td>Printing press</td>
<td>2,000/-</td>
</tr>
<tr>
<td>011T</td>
<td>Property dealers/real estate agents</td>
<td>2,000/-</td>
</tr>
<tr>
<td>011U</td>
<td>Security &amp; detective agencies</td>
<td>3,000/-</td>
</tr>
<tr>
<td>011V</td>
<td>Taxi rental service</td>
<td>1,200/-</td>
</tr>
<tr>
<td>011W</td>
<td>Tent house including storage of shamiana/kanat/tents</td>
<td>2,000/-</td>
</tr>
<tr>
<td>Code</td>
<td>Service Description</td>
<td>Fee</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>011X</td>
<td>Third party inspection, testing &amp; certification services</td>
<td>6,000/-</td>
</tr>
<tr>
<td>011Y</td>
<td>Tours &amp; travel agents</td>
<td>1,200/-</td>
</tr>
<tr>
<td>011Z</td>
<td>Transporters/transport agents/shipping &amp; logistical services/cargo agents/Air cargo related activities</td>
<td>3,000/-</td>
</tr>
<tr>
<td>011AA</td>
<td>Tyre repair &amp; puncture repair</td>
<td>600/-</td>
</tr>
<tr>
<td>011AB</td>
<td>Watch repair</td>
<td>600/-</td>
</tr>
<tr>
<td>011AC</td>
<td>Wedding planner</td>
<td>10,000/-</td>
</tr>
<tr>
<td>011AD</td>
<td>Welding &amp; molding—By gas/electric or whatsoever process</td>
<td>3,000/-</td>
</tr>
</tbody>
</table>

12. **Chemicals/petrochemicals/gases**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>012A</td>
<td>Acids (to be issued by Deputy Commissioner only)</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012B</td>
<td>Air Compressing</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012C</td>
<td>Ayurvedic medicines</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012D</td>
<td>Bitumen &amp; Tar</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012E</td>
<td>Box/cartons</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012F</td>
<td>Camphor</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012G</td>
<td>Carbide/calcium</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012H</td>
<td>Celluloid/celluloid material or goods</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012I</td>
<td>Charcoal/coal</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012J</td>
<td>Chemicals—Liquid/solid/powder (Except those in negative list)</td>
<td>3,000/-</td>
</tr>
<tr>
<td>012K</td>
<td>Chemist shops</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012L</td>
<td>Cinematography film/and processing related thereof</td>
<td>3,000/-</td>
</tr>
<tr>
<td>012M</td>
<td>Cooking gas retail agencies</td>
<td>2,000/-</td>
</tr>
<tr>
<td>012N</td>
<td>Copra and all kinds of fibers</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012O</td>
<td>Cosmetic/toilet goods</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012P</td>
<td>Electroplating</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012Q</td>
<td>Fireworks—Subject to permission of local administration and police</td>
<td>2,000/-</td>
</tr>
<tr>
<td>012R</td>
<td>Flax</td>
<td>1,200/-</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Price</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>012S</td>
<td>Foam &amp; rexine</td>
<td>2,000/-</td>
</tr>
<tr>
<td>012T</td>
<td>Incense sticks &amp; worship items</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012U</td>
<td>Ink for printing/writing or stamping</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012V</td>
<td>Insecticide/pesticides/fertiliser</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012W</td>
<td>Lathe machine</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012X</td>
<td>Leather/plastic/fiber</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012Y</td>
<td>Lime</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012Z</td>
<td>Medical/industrial gas</td>
<td>2,000/-</td>
</tr>
<tr>
<td>012AA</td>
<td>Non edible oils</td>
<td>2,000/-</td>
</tr>
<tr>
<td>012AB</td>
<td>Paints/thinner/varnish/solvents</td>
<td>3,000/-</td>
</tr>
<tr>
<td>012AC</td>
<td>Paper/stationary &amp; cardboards/office accessories</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012AD</td>
<td>Perfume &amp; DEOS</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012AE</td>
<td>Petrol pump/CNG station/Kerosene depots/Petroleum and Petroleum products</td>
<td>3,000/-</td>
</tr>
<tr>
<td>012AF</td>
<td>Plastic goods</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012AG</td>
<td>Repleted and denatured spirits</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012AH</td>
<td>Resin or dammar</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012AJ</td>
<td>Rubber or rubber goods</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012AJ</td>
<td>Saltpetre</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012AK</td>
<td>Soaps &amp; detergents</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012AL</td>
<td>Straw</td>
<td>1,200/-</td>
</tr>
<tr>
<td>012AM</td>
<td>Wax products &amp; candles</td>
<td>1,200/-</td>
</tr>
<tr>
<td>013A</td>
<td>Animal food/hay/fodder</td>
<td>1,200/-</td>
</tr>
<tr>
<td>013B</td>
<td>Pet animal trading</td>
<td>3,000/-</td>
</tr>
<tr>
<td>013C</td>
<td>Pet food &amp; accessories</td>
<td>3,000/-</td>
</tr>
<tr>
<td>014A</td>
<td>Auto spare parts 2 Wheeler</td>
<td>1,200/-</td>
</tr>
<tr>
<td>014B</td>
<td>Auto spare parts Four Wheeler</td>
<td>3,000/-</td>
</tr>
<tr>
<td>014C</td>
<td>Automobile sales showroom</td>
<td>15,000/-</td>
</tr>
</tbody>
</table>

13. **Animal related**

14. **Automobile related**
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>014D</td>
<td>Automobile workshops &amp; service station—company owned</td>
<td>10,000-</td>
</tr>
<tr>
<td>014E</td>
<td>Automotive Oils</td>
<td>2,000-</td>
</tr>
<tr>
<td>014F</td>
<td>Battery and Invertor</td>
<td>2,000-</td>
</tr>
<tr>
<td>014G</td>
<td>Car Accessories</td>
<td>3,000-</td>
</tr>
<tr>
<td>014H</td>
<td>Cycle shops/spare parts</td>
<td>1,200-</td>
</tr>
<tr>
<td>014I</td>
<td>Motor body building/denting/painting</td>
<td>6,000-</td>
</tr>
<tr>
<td>014J</td>
<td>Motor driving school</td>
<td>2,000-</td>
</tr>
<tr>
<td>014K</td>
<td>Seat and seat covers</td>
<td>3,000-</td>
</tr>
<tr>
<td>014L</td>
<td>Second hand vehicle dealers—Auto deals fairs/commission agents</td>
<td>3,000-</td>
</tr>
<tr>
<td>014M</td>
<td>Small automobile workshop operated by individual mechanic</td>
<td>2,000-</td>
</tr>
<tr>
<td>014N</td>
<td>Tyre remolding</td>
<td>2,000-</td>
</tr>
<tr>
<td>014O</td>
<td>Tyres/tubes &amp; accessories retail</td>
<td>2,000-</td>
</tr>
<tr>
<td>014P</td>
<td>Wheel alignment &amp; balancing</td>
<td>3,000-</td>
</tr>
<tr>
<td></td>
<td><strong>15. Equipments</strong></td>
<td></td>
</tr>
<tr>
<td>015A</td>
<td>Agricultural tools and equipment</td>
<td>1,200-</td>
</tr>
<tr>
<td>015B</td>
<td>Air compressors &amp; parts</td>
<td>3,000-</td>
</tr>
<tr>
<td>015C</td>
<td>Machinery &amp; machinery tools</td>
<td>3,000-</td>
</tr>
<tr>
<td>015D</td>
<td>Machinery spare parts</td>
<td>3,000-</td>
</tr>
<tr>
<td>015E</td>
<td>Sewing machine</td>
<td>1,200-</td>
</tr>
<tr>
<td></td>
<td><strong>16. Miscellaneous</strong></td>
<td></td>
</tr>
<tr>
<td>016A</td>
<td>Aluminum/tamba/kansaya/peetal/metal goods made thereof</td>
<td>1,200-</td>
</tr>
<tr>
<td>016B</td>
<td>Bangles glass/plastic glass bangles</td>
<td>1,200-</td>
</tr>
<tr>
<td>016C</td>
<td>Books/stationary/paper and related products</td>
<td>1,200-</td>
</tr>
<tr>
<td>016D</td>
<td>Cloth merchandise—cotton/silk/wool/yarn. tarulin or their refuse or carding or processing etc.</td>
<td>2,000-</td>
</tr>
<tr>
<td>016E</td>
<td>Gunny bags/jute and jute related products</td>
<td>1,200-</td>
</tr>
<tr>
<td>016F</td>
<td>Hair hair product</td>
<td>2,000-</td>
</tr>
<tr>
<td>016G</td>
<td>Home utensils</td>
<td>1,200-</td>
</tr>
<tr>
<td>016H</td>
<td>Hosiery</td>
<td>1,200-</td>
</tr>
<tr>
<td>016I</td>
<td>Leaves of any kind</td>
<td>1,200-</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td>Price</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>016J</td>
<td>Matches/match box/lighters</td>
<td>1,200/-</td>
</tr>
<tr>
<td>016K</td>
<td>Movie CD’s/Audio CD’s/DVD/Blue Ray DISC etc/Digital storage devices</td>
<td>2,000/-</td>
</tr>
<tr>
<td>016L</td>
<td>Old goods recycler/disposal house</td>
<td>3,000/-</td>
</tr>
<tr>
<td>016M</td>
<td>Packing and packaging material</td>
<td>1,200/-</td>
</tr>
<tr>
<td>016N</td>
<td>Photography studio/videography/and related materials</td>
<td>1,200/-</td>
</tr>
<tr>
<td>016O</td>
<td>Rags and waste material</td>
<td>1,200/-</td>
</tr>
<tr>
<td>016P</td>
<td>Seeds—Non edible</td>
<td>1,200/-</td>
</tr>
<tr>
<td>016Q</td>
<td>Sports goods</td>
<td>3,000/-</td>
</tr>
<tr>
<td>016R</td>
<td>Suitcase/briefcase/bags/trunks</td>
<td>2,000/-</td>
</tr>
<tr>
<td>016S</td>
<td>Toys &amp; gifts material/card store</td>
<td>1,200/-</td>
</tr>
<tr>
<td>016T</td>
<td>Umbrellas</td>
<td>1,200/-</td>
</tr>
<tr>
<td></td>
<td><strong>17. Permissions</strong></td>
<td></td>
</tr>
<tr>
<td>017A</td>
<td>Permission to hold exhibitions or sale in temporary basis on weekly basis</td>
<td>10,000/-</td>
</tr>
<tr>
<td>017B</td>
<td>Stalls &amp; exhibitions (Per stall) on weekly basis</td>
<td>1,200/-</td>
</tr>
<tr>
<td></td>
<td><strong>18. Fine Arts</strong></td>
<td></td>
</tr>
<tr>
<td>018A</td>
<td>Art galleries</td>
<td>15,000/-</td>
</tr>
<tr>
<td>018B</td>
<td>Artificial Jewellery</td>
<td>1,200/-</td>
</tr>
<tr>
<td>018C</td>
<td>Blacksmith/Goldsmith/Silversmith/Tinsmith/Coppersmith</td>
<td>1,200/-</td>
</tr>
<tr>
<td>018D</td>
<td>Block making</td>
<td>1,200/-</td>
</tr>
<tr>
<td>018E</td>
<td>Branded Jewellery store</td>
<td>15,000/-</td>
</tr>
<tr>
<td>018F</td>
<td>Jewellery stores</td>
<td>6,000/-</td>
</tr>
<tr>
<td>018G</td>
<td>Pottery</td>
<td>1,200/-</td>
</tr>
<tr>
<td>018H</td>
<td>Precious metal refining or recovering of the from embroideries</td>
<td>1,200/-</td>
</tr>
<tr>
<td>018I</td>
<td>Sharpening of metals</td>
<td>1,200/-</td>
</tr>
<tr>
<td>018J</td>
<td>Utensil polishing</td>
<td>1,200/-</td>
</tr>
<tr>
<td>018K</td>
<td>Wire netting, knitting, drawing</td>
<td>1,200/-</td>
</tr>
<tr>
<td></td>
<td><strong>19. Storages</strong></td>
<td></td>
</tr>
<tr>
<td>019A</td>
<td>Cargo/transport/logistics/courier agency godown</td>
<td>3,000/-</td>
</tr>
<tr>
<td>019B</td>
<td>Chemical storage godown (Subject to special scrutiny)</td>
<td>15,000/-</td>
</tr>
</tbody>
</table>

[26(N)]
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>019C</td>
<td>Gas/CNG godowns</td>
<td>3,000/-</td>
</tr>
<tr>
<td>019D</td>
<td>Storage godowns (Not defined elsewhere)</td>
<td>3,000/-</td>
</tr>
<tr>
<td>019E</td>
<td>Storage of explosive materials (Subject to approval of DFS/Delhi Police/other competent authority)</td>
<td>15,000/-</td>
</tr>
<tr>
<td>019F</td>
<td>Storage godown for hypermarts</td>
<td>15,000/-</td>
</tr>
<tr>
<td>20.</td>
<td>Others</td>
<td>15,000/</td>
</tr>
</tbody>
</table>

**NOTE:** THE SHOPS DEALING IN GOODS/ITEMS FALLING UNDER MORE THAN ONE CATEGORY/ENTRY OF THE SCHEDULE WOULD BE CHARGED LICENSE FEE OF THE HIGHEST APPLICABLE CATEGORY.

ANNEXURE-III

TRADE/STORAGE POLICY, NDMC-PROVISIONS MPD-2021

1. **IN RESIDENTIAL AREAS (APPROVED COLONIES/UNAUTHORIZED REGULARIZED COLONIES/RESETTLEMENT COLONIES/VILLAGE ABADIES):**

   (a) **Household Industries:**

   Household industrials units (Group-A) are allowed on any floor in residential areas to the extent of 50% of permissible floor area of the dwelling units as per Clause 7.4, 7.5 & table 7.1 of MPD-2021 subject to conditions/provisions of MPD-2021.

   (b) **Small Shops:**

   The small shops of maximum 20 sqm. area are allowed on ground floor only in residential plots of all categories including A&B Category colonies. The list of such trade/activities is given under clause 15.6.3 of MPD-2021.

   (c) **Notified Commercial/MLU/PSS Streets:**

   Retail shops on Plots abutting notified mixed-use streets including PSS (mixed use) are permitted on ground floor only as per MPD-2021. Mixed use from basement on such street may be allowed. Subject to relevant provision of building byelaws, structural safety and fire safety clearance. However, if such use of basement leads to exceeding the permissible FAR on the plot, such FAR in excess shall be used, subject to payment of appropriate charges prescribed with the approval of Government, Para 15.3.2.1, 15.3.2.2, 15.3.2.3, 15.3.3 (i) and 15.4 and other relevant provision shall be read along with the above provision. (Refer clause 15.6 & it modification vide notification dated 12-8-2008).

   Activities permitted under Local Shopping Center on notified commercial streets including PSS (commercial) on all floors are permitted. Commercial activity in basement on such street shall be permitted, Subject to relevant provisions of building byelaws, structural safety and fire safety clearance. However, if such use of basement leads to exceeding the permissible FAR on the plot, such FAR in excess shall be used, subject to payment of appropriate charges prescribed with the approval of Government. (Refer clause 15.12 of MPD-2021 & its modification vide notification dated 12-8-2008).
(d) **In Village Abadies:**

Household industries as listed under Group-A and A-I under Chapter-7 of MPD-2021 are permitted in village (abadies) on any floor to the extent of 50% of permissible floor area of the dwelling units subject to other provisions of Master Plan.

(e) **Clause 5.1. PRE 1962/MPD-1962 Commercial Areas:**

Residential areas and street/stretches earlier declared as commercial areas/streets or where commercial use was allowed in MPD-1962 shall continue such use at least to the extent as permissible in MPD-1962. Commercial activities existing from prior to 1962 in residential areas are also permitted subject to documentary proof thereof.

(f) **Clause 15.3.1 in already urbanized/urban areas, mixed use shall be permissible in the following areas:**

(i) On all streets/stretches already notified by the competent authority.

(ii) Residential areas and streets/stretches earlier declared as commercial areas/streets or where commercial use was allowed in MPD-1962 shall continue such use at least to the extent as permissible in MPD-1962.

(iii) Commercial activity existing from prior to 1962 in residential areas. Subjects to documentary proof thereof.

**General:**

15.1 (v) Mixed-use (including small shops as per Para 15.6.3) shall be permitted in the Lutyens’ Bungalow Zone, Civil Lines Bungalow Zone, Government housing, institutional/staff housing of public and private agencies and buildings/precincts listed by the Heritage Conservation Committee.

15.6.2 The following activities shall not be allowed under mixed use:

(a) Retail shops of building materials [timber, timber products (excluding furniture), marble, iron and steel, (gravel, cement and sand 2], firewood, coal and any fire hazardous and other bulky materials.

(b) Repair shops/workshops of automobiles, tyre resoling and-re-treading, and battery charging 3.

(c) Storage, go-down and warehousing.

(d) Junk shop (except paper and glass waste)

(e) Liquor shop

(f) Printing, dyeing and varnishing

(g) Any other activity that may be notified from time to time by Government.

**Notes:**

Will not include:

1. Business of finished marble products where cutting and polishing activity of marble is not undertaken.

[28(N)]
2. Retail shops of gravel, sand and cement shall be permissible in residential plots of at least 50 sqm., in notified mixed use streets in E, F & G Category colonies, provided that the material is kept entirely within the plot premises.

3. Repair shop and workshops in case of automobiles shall not be prohibited on plots abutting mixed-use streets of right of way (ROW) of 30m or more.

2. COMMERCIAL AREAS (MCC, DC, NC, LSC, CSC, SERVICE MARKETS & SERVICE CENTRE):

(a) Commercial activities as given under table 5.1 & 5.2 of MPD-021 are permitted.

(b) Industrial activities as listed under Group-A, A1 & B, Service/Repair/Parking/Assembly permitted on plots falling in CSC, LSC, CC, DC, Service Master/Services as per Table 7.1 of MPD-2021.

(c) On commercial component permitted in Group Housing, Petrol Pumps and Hotels etc. as per provisions of MPD-2021.

3. INDUSTRIAL AREAS:

(i) Units retail outlet and administrative office up to maximum 10% of floor area permitted on ground floor only on approved industrial plots.

(ii) The activities of local shopping centre are permitted on industrial plots converted to Commercial use as per footnote (VI) of Table 7.30 of MPD-2021.

(iii) In designated commercial areas within Industrial Areas i.e. Shopping Centre, Services & Repair Shops etc.

ANNEXURE-IV

NOTARISED AFFIDAVIT ON Rs. 10 E-STAMP PAPER

1. That the license is being sought for the establishment in the name of ___________________ having premises at ___________________ and running w.e.f. ____________ and the mentioned address is the correct address for license purposes.

2. That I/we __________________________ S/o ____________________________ am the Prop/Partner/Director/Manager/Authorised Signatory of the said establishment and I/we am fully empowered to apply for Trade License to the South Delhi Municipal Corporation (NDMC).

3. That I/we agree that the License is being issued in the name of the establishment and does not have any bearing on the ownership and cannot be used for settlement of ownership disputes. That I shall not claim any right/title in the property/premises on the basis of the said license.

4. That the building is structurally safe and sound. That in case of any accident/mishappening. I/we will be personally liable for any claim/damages or legal liabilities from any quarter. I/we further undertake that I/we shall maintain the structural stability during the continuation of trade.

5. That I/we further undertake not to claim being not entitled to regularize any unauthorized construction and ownership or any other type of claim on the basis of the Trade/Storage License.
6. That I/we will not hold the NDMC responsible or liable for any action against me by any authority, arising from or out of the grant of the said license and completely indemnify/keep harmless the NDMC or any action that may be taken or proposed to be taken by any of the authorities or Government Department or any Court of Law.

7. That there is no court case on account of violation of any law is pending against the above establishment with respect to grant of License and I/we completely indemnify NDMC for any loss due to court case or any reason whatsoever with regard to dispute being applied/sanctioned herewith.

8. That I/we shall not use this license for any casein Court of Law.

9. That this document shall not be used for the purpose of obtaining any ID Document from any Government Agency.

10. That I/we shall not permit in the Licensed Premises any negligent act likely to cause fire or otherwise endanger public safety.

11. That I/we shall at all times adopt and cause to be maintained in good order and efficient action upon the licensed premises all such appliances or means for the purpose of minimising danger to life or property or preventing, abutting or minimizing any nuisance annoyance of inconvenience to the neighbourhood or public from the use of which the premises are put.

12. That in case of death of the proprietor/partner/director/member etc. I/we shall inform the NDMC within 30 days from the date of issue of death certificate and surrender the existing license and get a new license issued as per procedure defined by NDMC. That my license shall stand automatically cancelled and we are non-eligible for renewal in case we fail to inform about the same within 30 days from the issue of death certificate. That any attempt to continue business post death in the above circumstance shall be treated as a fraudulent practice and punishable under appropriate provisions of law.

13. The license so granted shall stand automatically cancelled in case of change of ownership/change of address/change of nature of business/change of constitution of the establishment and is non-transferable.

14. That I/we have installed all the fire fighting equipments as per specifications of Fire Safety Standards of the Competent Authority and completely indemnify the NDMC from any incident of fire due to the grant of the said license.

15. That I/we will pay all fees, taxes, penalty, processing fees or any other charges that may be imposed by the authorized officer of NDMC.

16. That I/we shall comply with all statutory taxation as may be imposed by any agency and I/we understand that the grant of Trade. License does not exempt us from payment of such statutory taxes or dues or fines or any legal compliance by NDMC or any Government Agency.

17. That at any point of time if any Government Order/Directions from Any Court of Law warrants special conditions/obligations to be met by the establishment, it shall be abide by and honoured. I/we also understand that Grant of Trade/Storage license does not abdicate the responsibility of the licensed establishment towards such compliances and therefore, I shall comply with such legal/judicial requirements and grant of Trade/Storage License shall only be for the purposes of license fees collection. I/we also understand and undertake that at any point of time due to directions of Govt./Court of law such license becomes void, the license so granted shall stand automatically cancelled without any notice.

[30 (N)]
18. That I/we undertake that I/we shall strictly adhere to and abide by all terms & conditions imposed at the time of grant of Trade/Storage License and also imposed from time to time.

19. That the Commissioner, NDMC shall have the absolute right to refuse the renewal of the license or to alter their terms & conditions thereof at any time either before the expiration or at the time of renewal of the Trade/Storage License.

20. That the license if granted by the Commissioner, NDMC for running the said trade/storage in the present premises, shall be liable to be suspended, withdrawn, revoked or cancelled at any time by the Commissioner without notice or without assigning any reason thereof u/s 430 (3) of the DMC Act.

21. That my license is liable to be cancelled in case any of the declaration is proved to be otherwise or any of the information submitted in the application form is found to be otherwise.

22. That I/we shall keep the license prominently displayed in my establishment at all times and on demand by an officer of NDMC or personnel from agency appointed thereof shall produce the same for inspection at any time without any advance notice.

23. That I/we shall immediately inform the police and NDMC in case of loss or theft of the said license and attach a copy of the same while applying for duplicate license.

24. That I shall apply for a duplicate license in case of theft/mutilation or destruction etc. after payment of approved fees/penalty.

25. Whenever the licenses premises will be vacated, I/we shall inform the concerned zonal licensing officer or Competent Authority and surrender the said license.

26. That I/we shall keep the premises clean & prevent accumulation of filth or refuse.

27. As per my/our knowledge/information, the proposed activity is a permitted activity under the Master Plan of Delhi and related regulations or although the proposed activity/trade is not in conformity with the Master Plan norms/regulations applicable for the location, currently the said trade/use is protected under the Delhi Special Provision Act till the applicability of the said Act. I/we understand that the grant of this license does not abdicate our responsibility towards complying with any other provisions of the DMC Act or any other law for the time being in force.

28. That the sanctioned building plan/Occupancy certificate/regularisation plan (as the case may be) could not be supplied on account of _____________________________ (Refer Para 10.h.viii).

29. That there is no encroachment on public land in the proposed trade premises or there is an encroachment of _________ sqm. on public land and has been under existence since _________ and hence is protected/not protected under the Delhi Special Provisions Act.

DEPONENT

It is verified at Delhi on this day _______ of month _______ year 20 _______ that the above said information is correct to the best of my knowledge and belief.

DEPONENT

[ 31 (N) ]
# NORTH DELHI MUNICIPAL CORPORATION

## TRADE LICENSE REGISTRATION FORM

**To:**
The Commissioner of
NORTH Delhi Municipal Corporation
New Delhi

---

### I. CLASSIFICATION DETAILS

1. Zone Name
2. Ward Name
3. Nature of Business
   - a) Product Name
   - b) Product Code

---

### II. ESTABLISHMENT DETAILS

1. Name of the Unit:
2. Year Establishment:
3. INCOME TAX PAN NO.:
4. Address of Unit:
   - City: Delhi/New Delhi
   - PIN CODE

---

5. Telephone:
6. Fax:
7. Mobile:
8. Email ID:

---

### III. OWNERSHIP TYPE

- Proprietorship
- Partnership
- Pvt. Ltd.
- Ltd.
- Society
- Trust
- Govt.

---

### IV. TYPE OF HABITATION:

- Urban VII.
- Rural VII.
- Unauth. Regulated Colony
- Unauthorised Colony
- J.J. Colony
- Resettlement Colony
- Dairy Complex
- MLU ROAD
- Commercial Area
- Residential Area
- Industrial Area
- Special Area
- Local Shopping Center
- Pedestrian Shopping Street
- Commercial Shopping Center

---

**[32 (N)]**
V. PROPERTY DETAIL (UNDER USE IN BUSINESS)

1. Floors: [ ] Basement [ ] Ground [ ] Mezzanine [ ] First [ ] Second
   [ ] Third [ ] Others...

2. Combined Approximate Area of All Floors (in Sqm): ______________________

3. Ownership: [ ] SELF OWNED [ ] RENTED/LEASED [ ] GPA HOLDER [ ] OTHERS
   [ ] LEGAL OCC. [ ] LICENSED [ ] TEH NAZARI

   Please attach details of the owner of the property, or in case of power of attorney holder, details of the original allottee of the property/land.

4. BUILDING STATUS:
   (i) [ ] Approve, Age of Building: ______________________
   (ii) [ ] O.C. Available [ ] Regularized [ ] Yet to be Regularized
   (iii) [ ] Municipal/Government/DA [ ] Temporary Structure
   (iv) [ ] Is the structure protected under the Delhi Special Provision Act 2012?: [ ] Y [ ] N [ ] N.A.
   (v) Is there any encroachment of public land within the premises?: [ ] Y [ ] N
   If yes, please state the approx. area, in sqm, under encroachment: ______________________
   (vi) [ ] Is the encroachment (if any) protected under the Delhi Special Provisions Act 2012?: [ ] Y [ ] N [ ] N.A.

VI. DETAILS OF MUNICIPAL TAXES / OTHER TAXES (if any)

1. Property Tax: [ ] Y [ ] N [ ] N.A. [ ] Not Known
   (a) UPIC NO (If any): ______________________
   (b) Whether Property Tax Dues Have Been Cleared Up to Date?: [ ] Y [ ] N
   (c) If Property Tax Paid, Copy of the Last Receipt to be Attached with the Application Form

2. Conversion Charges
   (a) Are Conversion Charges Applicable?: [ ] Y [ ] N [ ] Not Applicable
   (b) Whether Conversion Charges Dues Cleared Up to Date?: [ ] Y [ ] N
   (c) Whether, Conversion Charges Paid For Current Year?: [ ] Y [ ] N
   If Yes, Amount Paid: ______________________
   Receipt No. ______________________ Date: ______________________

VII. EXISTING TRADE LICENSE DETAILS (If any)

A. License Number: ______________________
B. License Validity: 3 1 0 3 2 0

VIII. TRADE LICENSE FEE PAYMENT DETAILS

1. Current Year License Fee: ______________________
   Arrears/ One Time Penalty: ______________________
   Total Amount Payable: ______________________

2. Mode of Payment: [ ] Demand Draft/ Cheque/ Bank Deposit Slip [ ] Electronic Swipe
   A. Number: ______________________ Date: ______________________
   B. Bank Name: ______________________
IX. IN CASE OF FUTURE PAYMENT BY ECS, BANKING DETAILS OF ESTABLISHMENT

1. NAME OF THE BANK:
2. BRANCH ADDRESS:
3. TYPE OF ACCOUNT: [ ] CURRENT [ ] SAVINGS
4. ACCOUNT NO.:
5. IFSC CODE:

The information given above is correct to the best of my knowledge & belief and nothing has been concealed therein. If any information is found to be incorrect, North East Municipal Corporation shall cancel the registration form without any notice & without returning any fees paid. The undersigned further declare that the license fees/processing fees paid to this respect is non-refundable in any circumstance whatsoever. That I/we understand that in case I/we fail to provide the supporting documents at the time of the on-site registration/spot check etc., it shall be my/our responsibility to send the scanned copy through email or by physically sending to the Central Data Processing Section of NEC. That I/we understand that I/we fail to submit the relevant data within 15 days, the application form shall stand rejected and the trade license fees/processing fees shall stand forfeited.

I/We understand that in case documents required to: Property Tax/Parking/Conversion Charge are not supplied, it shall not be a ground for denial of trade license. However, the fees paid shall be demand immunity from payment of such applicable Municipal license fees/taxes/penalties on the ground that the Trade License has been granted without verification of such applicable Municipal license fees/taxes/penalties.

FOR OFFICE USE ONLY

X. NEW LICENSE NO ALLOCATED AS PER THE SCIENTIFIC CLASSIFICATION

A. License Number:
B. License Issue Date:
C. License Validity:

[34 (N)]
XI. ENCLOSED DOCUMENTS:

1. **ESTABLISHMENT REGISTRATION DOCUMENT** — ROC Registration/Firm Registration from Registrar of Firms or Society/IEC (import/export) Code issued by Directorate General of Foreign Trade/Registration with any Government Agency etc.

2. **COPY OF PAN CARD IN CASE OF THE ESTABLISHMENT/PROPRIETOR** — (in case establishment is exempt from PAN requirement the same should be sworn in the affidavit).

3. **PROOF OF ADDRESS OF THE ESTABLISHMENT** — Landline/Mobile Telephone Bill or Water Bill or Electricity Bill or Lease Deed/Rent Deed or Property ownership documents.


5. **AFFIDAVIT On Rs 10/- Stamp Paper duly notarised.**

6. **LOCATION OF THE PROPERTY MARKED ON AN AREA MAP** — Any standard map such as Google Map or Eicher Map can be used.

7. **CONDITIONAL REQUIREMENT** :
   
   (i) Structural Safety Certificate.
   
   (ii) Fire NOC.
   
   (iii) Pollution NOC.

8. **OPTIONAL** :
   
   (i) In case of any existing trade license, proof of payment of applicable Trade License fees.
   
   (ii) Proof of Payment of One Time Settlement Fees, if applicable
   
   (iii) Latest Property Tax Receipt, if any
   
   (iv) Proof of Parking & Conversion Charges, if any
   
   (v) In case the land has been provided by SDMC or the erstwhile MCD or any other Government Agency (Tehbazari as applicable/Land & Estate etc.) a copy of the allotment letter.
   
   (vi) Copy of Sanction Building Plan OR Plan of the establishment showing the dimensions and area.
   
   (vii) In case documents as mentioned above are not supplied, it shall not be a ground for denial of trade license. However, the licensee cannot claim/demand immunity from payment of such applicable Municipal taxes/fees/fines/penalties on the ground that the Trade License has been granted without verification of such applicable Municipal taxes/fees/fines/penalties.

9. **OTHER DOCUMENTS AS APPLICABLE** :

   ![SITE PHOTOGRAPH]

   [35(N)]
NORTH DELHI MUNICIPAL CORPORATION

TRADE LICENSE

Issue Date : 

Validity :

License No. :

Product Code :

Annual License Fees :

Name of the Unit :

Shop Address :

(License Officer)

DETAILED TERMS AND CONDITIONS OVERLEAF
LICENSE TERMS

(1) The license is non-transferable and stand automatically cancelled in case of change of ownership/change of address/change of nature of business/change of constitution of the establishment.

(2) The license has been granted subject to the condition that the building is structurally safe, there are no encroachments on public land and the building is complaint with Fire Safety Norms. There is no legal matter pending against the establishment/nature of business in any court of law which prohibits grant of license/limited license.

(3) The licensee shall ensure that no act done in the license premises shall lead to danger to life or property, nuisance etc.

(4) The establishment shall be solely liable in case of any mis happening which threatens public safety or is in violation of the laws of the land.

(5) The license cannot be used to claim ownership/settle ownership disputes/of obtain any Government ID Documents.

(6) The establishment shall at all times adopt and cause to be maintained in good order and efficient action upon the licensed premises all such appliances or means for the purpose of minimising danger to life or property or preventing, abutting or minimizing any nuisance annoyance of inconvenience to the neighbourhood or public from the use of which the premises are put.

(7) The establishment shall pay all fees, taxes, penalty, processing fees or any other charges that may be imposed by the authorized officer of NDMC.

(8) That at any point of time if any Government Order/Directions from any Court of Law warrants special conditions/obligations to be met by the establishment, it shall be abide by and honoured. The establishment also understand that Grant to Trade/Trade/Storage license does not abdicate the responsibility of the licensed establishment towards such compliances and, therefore, shall comply with such legal/judicial requirements and grant of Trade/Storage License shall only be for the purposes of license fees collection. The establishment also understand and undertaken that at any point of time due to directions of Govt./Court of law such license becomes void, the license so granted shall stand automatically cancelled without any notice.

(9) The Commissioner, NDMC shall have the absolute right to refuse the renewal of the License/Limited License or suspend/withdraw/revoke license without notice or without assigning any reason thereof u/s 430 (3) of the DMCAct.

(10) The license/limited license is liable to be cancelled in case any of the declaration is proved to be otherwise or any of the information submitted in the application form is found to be otherwise.

(11) The establishment shall apply for a duplicate license in case of theft/mutilation or destruction etc. after payment of approved fees/penalty.

(12) The licensee shall permit the Authorized Officer to inspect the premises under consideration and licensed premises at all reasonable times and without notice.

(13) The licence will be displayed in the trade premises and he shall on demand produce it for inspection to the Authorized Officer.

(14) Whenever the licensed premises will be vacated, the licensee shall inform the Authorised Officer and will return the license.

(15) The licensee shall keep the premises clean and will prevent accumulation of filth or refuse therein.

[37(N)]
LIMITED LICENSE

Issue Date : 

Validity : 

License No. : 

Product Code : 

Annual License Fees : 

Name of the Unit : 

Shop Address : 

(License Officer)

DETAILED TERMS AND CONDITIONS OVERLEAF
LICENSE TERMS

(1) The license is non-transferable and stand automatically cancelled in case of change of ownership/change of address/change of nature of business/change of constitution of the establishment.

(2) The license has been granted subject to the condition that the building is structurally safe, there are no encroachments on public land and the building is complaint with Fire Safety Norms. There is no legal matter pending against the establishment/nature of business in any court of law which prohibits grant of license/limited license.

(3) The licensee shall ensure that no act done in the license premises shall lead to danger to life or property, nuisance etc.

(4) The establishment shall be solely liable in case of any mis happening which threatens public safety or is in violation of the laws of the land.

(5) The license cannot be used to claim ownership/settle ownership disputes/of obtain any Government ID Documents.

(6) The establishment shall at all times adopt and cause to be maintained in good order and efficient action upon the licensed premises all such appliances or means for the purpose of minimising danger to life or property or preventing, abutting or minimizing any nuisance annoyance of inconvenience to the neighbourhood or public from the use of which the premises are put.

(7) The establishment shall pay all fees, taxes, penalty, processing fees or any other charges that may be imposed by the authorized officer of NDMC.

(8) That at any point of time if any Government Order/Directions from any Court of Law warrants special conditions/obligations to be met by the establishment, it shall be abide by and honoured. The establishment also understand that Grant to Trade/Trade/Storage license does not abdicate the responsibility of the licensed establishment towards such compliances and, therefore, shall comply with such legal/judical requirements and grant of Trade/Storage License shall only be for the purposes of license fees collection. The establishment also understand and undertaken that at any point of time due to directions of Govt./Court of law such license becomes void, the license so granted shall stand automatically cancelled without any notice.

(9) The Commissioner, NDMC shall have the absolute right to refuse the renewal of the License/Limited License or suspend/withdraw/revoke license without notice or without assigning any reason thereof u/s 430 (3) of the DMCAct.

(10) The license/limited license is liable to be cancelled in case any of the declaration is proved to be otherwise or any of the information submitted in the application form is found to be otherwise.

(11) The establishment shall apply for a duplicate license in case of theft/mutilation or destruction etc. after payment of approved fees/penalty.

(12) The licensee shall permit the Authorized Officer to inspect the premises under consideration and licensed premises at all reasonable times and without notice.

(13) The licence will be displayed in the trade premises and he shall on demand produce it for inspection to the Authorized Officer.

(14) Whenever the licensed premises will be vacated, the licensee shall inform the Authorised Officer and will return the license.

(15) The licensee shall keep the premises clean and will prevent accumulation of filth or refuse therein.

[39 (N)]
**ANNEXURE-VIII**

**ECS MANDATE FORM**

License Holder Name : ____________________________________________________________

License No: _________________________  Product Type : _________________

Electronic Clearing Service (Debit Clearing)

To,

The Manager

Bank Name : ___________________________________________________________________

Branch Name : __________________________________________________________________

Address : _______________________________________________________________________

Telephone No: ________________

I hereby authorize you to debit my account for making payment to _______ BANK for Trade License Fees as notified by North Delhi Municipal Corporation from time to time through ECS (Debit) clearing as per the details given as under :

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>MICR-9 Digit code numbers of the bank &amp; branch (Appearing on the MICR cheque issued by the Bank)</td>
</tr>
<tr>
<td>B.</td>
<td>Account Type (Saving/Current/Cash Credit) :</td>
</tr>
<tr>
<td>C.</td>
<td>Ledger No./Ledger Folio No. :</td>
</tr>
<tr>
<td>D.</td>
<td>Account Number :</td>
</tr>
<tr>
<td>E.</td>
<td>Account holder names (As per bank’s record) :</td>
</tr>
</tbody>
</table>

  1st

  2nd

  3rd

<table>
<thead>
<tr>
<th>Name of the Scheme</th>
<th>Date of effect : 01-04-2013</th>
<th>Periodicity</th>
<th>Amount (upper limit)</th>
<th>Number of instalments/Valid up to (in case of utility bills)/End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Delhi Municipal Corporation Trade License Fees Renewal A/c</td>
<td>01-04-2013 01-04-2013</td>
<td>Annual/ Triennial</td>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>

[ 40 (N) ]
F. ECS DEBIT START DATE : 01-04-2013

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date :

Signature of the Account Holder/s
(As per Bank's record)

Certified that, the particulars furnished above are correct & as per our records.

Bank’s Stamp
Date :

Signature of the Authorized Official from the Bank

(Note :—Mandate to be obtained in 3 copies, Original for Bank, One for NDMC and third copy for customer)

ANNEXURE-IX

NORTH DELHI MUNICIPAL CORPORATION (NDMC)
CENTRAL LICENSEING & ENFORCEMENT CELL (CL&EC)

PUBLIC NOTICE
No. : 2012-13/CL&EC/TL/01 Date :

As the North Delhi Municipal Corporation (NDMC) has been created on account of trifurcation of MCD, the NDMC needs to create a new database, of taxable entities for regulation and enforcement of related rules and regulations u/s 417of the DMC Act. Hence, all establishments (those having a valid license for the current financial year as well as unlicensed) covered under General Trade License have to undergo a fresh registration during a special door to door enrollment/special registration camps in markets and license fees collection drive through M/s. ................................ who have been appointed by SDMC to complete this exercise.

The registration form is available online on www.mcdonline.gov.in and any query in this regard can be addressed from our helpline number .................. or through email at ......................

That applicable license fees and processing charges @ Rs. ............../- per application can be paid through Demand Draft /POS Machines Or Online Using Debit or Credit Cards or Pay Pal Card etc./ Mobile Payment/Cash At Authorized Locations/Any Method as approved by Reserve Bank of India. That for all electronic payments as an incentive the transaction charge shall be borne by the SDMC and there shall be no additional burden for transaction charges levied by banks on the applicants.

[ 41 (N) ]
Hence, you are hereby directed to ensure compliance by coordinating with the said agency. Failure to comply with the same shall result in penalty of Rs 1,000/- per license as well as additional penalties of Rs. 100/- per day from the service of default compliance notice besides appearing in person at the Central Documentation Office failing which the establishment shall be declared a defaulter and legal action shall be initiated including a warrant of distress of attachment for recovery of the same with additional costs as incurred for recovery.

Hence, all establishments are required to coordinate/cooperate with the members of field enrollment team of the appointed agency during the door to door registration enrollment drive/special registration camps in markets.

(Enforcement Officer)
CL&EC (HQ)

ANNEXURE-X

NORTH DELHI MUNICIPAL CORPORATION (NDMC)
CENTRAL LICENSING & ENFORCEMENT CELL (CL&EC)

TRADE LICENSE—COMPUTER GENERATED DEFAULTER NOTICE

To,
In order to ensure transparency in licensing and related record keeping, the CL&EC Department, NDMC has started a special door to door registration enrollment drive/special registration camps in markets and on the spot license fees collection u/s 417 of the DMC Act vide Public Notice No. .................. Dated ..................... Through its authorized agency M/s. .................... .

This is to inform you that during inspection of your premises on ......................... it was found that you were operating the establishment without a license/lapsed license which is in contravention of Section 417 of the DMC Act, 1957 according to which you are not legally entitled to carry out business at your establishment.

Hence, you are hereby directed to ensure compliance and appear in person at the Central Documentation Office located at ................................. on any working day between 10 am to 6 pm pending which you shall be declared a defaulter and legal action shall be initiated against you. That a soft copy of the registration form can be downloaded from our website at www.mcdonline.gov.in. An electronically generated demand notice has been enclosed for compliance.

That any queries in this regard can be had from our helpline number ................................. or through email at ......................... Failure to comply may result in issuance of a warrant of distress of attachment for recovery of the above mentioned amount alongwith additional costs as incurred for recovery.

(Enforcement Officer)
CL&EC (HQ)

NB:—THIS IS A COMPUTER GENERATED DEFAULTER NOTICE AND BEARS NO SIGNATURE

[42(N)]
INFORMATION FOR ESTABLISHMENT COVERED UNDER TRADE LICENSE
(ON THE BACK SIDE OF NOTICE)

INFORMATION SUBMISSION BY ESTABLISHMENTS—It shall be mandatory for each establishment to cooperate with and allow inspection/furnish all information to the SDMC or agency appointed on its behalf.

ONE TIME AMNESTY SETTLEMENT SCHEME FOR ARREARS/UNREGISTERED PREMISES DURING THE SPECIAL DOOR TO DOOR REGISTRATION—As many establishments survey may have been in existence for long but would not have taken trade license or may have arrears for non renewal can clear all old dues, subject to payment of a onetime penalty @ double the license fees payable in the current financial year. That only those establishments which participate in door to door registration and make on the spot payment can avail of the said benefit.
NORTH DELHI MUNICIPAL CORPORATION

TRADE LICENSE-APPLICATION FORM FOR ISSUE OF DUPLICATE LICENSE

Date:_________ Enrollment No.:_________

To,
The Commissioner
North Delhi Municipal Corporation
New Delhi

Sir,
I/we hereby apply for issue of duplicate Trade License/Limited License Granted To Us By NDMC as under:

I. ESTABLISHMENT DETAILS
   1. Name of the Unit:__________________________________________________________
   2. INCOME TAX PAN NO.____________________________________________________
   3. Address of Unit:__________________________________________________________

City Delhi / New Delhi PIN CODE:_________

4. Telephone: ___________ Mobile:_________

5. Email ID:________________________________________________________

II. TYPE: LICENSE __________________________ LIMITED LICENSE __________________

III. EXISTING LICENSE NO/ LIMITED LICENSE NO. (ATTACH COPY OF THE SAME, IF AVAILABLE)
   A. Number: ________________________________________________________________
   B. Issue Date: ___________ ___________ ___________
   C. Validity: ___________ ___________ ___________

IV. REASON: LOST __________________________ MUTILATED ____________________ DESTROYED __________________

V. FEES FOR ISSUE OF DUPLICATE LICENSE / LIMITED LICENSE
   1. Duplicate Document Fee: ___________ ___________ ___________
   2. Total Amount Payable: ___________ ___________ ___________
   3. Mode of Payment:
       Demand Draft/ Cheque/ Bank Deposit Slip __________________________
       Electronic Swipe __________________________
       A. Number: __________________________________________________________
       Date: ___________ ___________ ___________
       B. Bank Name: __________________________________________________________

[44 (N)]
In case of Electronic Payment
A. Reference No.:

B. Approval Code:

The information given is correct to the best of my knowledge & belief and nothing has been concealed there form. If any information is found to be incorrect, North Delhi Municipal Corporation shall cancel the application form without any notice & forfeit license/ processing fees. That I/we understand that the processing fees paid in this respect to NDMC/ its appointed agency are non-refundable in any circumstance whatsoever. That I/ we understand that we may be asked to submit additional documents by NDMC and shall unconditionally comply with the same. That I/we understand that we have to comply with all conditions to Licensee / Limited Licensee as may be in vogue from time to time. I/we understand that in case payments related to Property Tax / Parking / Conversion Charges are not supplied, it shall not be a ground for denial of renewal of license / limited license. However, the I/we cannot claim / demand immunity from payment of such applicable Municipal taxes / fees / fines / penalties on the ground that the Trade License / Limited license has been renewed without verification of such applicable Municipal taxes / fees / fines / penalties.

Business Card

Signature of Applicant
Name:..........................................................
Desig:..........................................................

VI ENCLOSED DOCUMENTS
1. Copy of Old License , If Available
2. Copy of NCR of local Police in case it's lost or misplaced
3. Affidavit on Rs 10/- Non Judicial Stamp Paper to that the lost license, if traced, will not be misused but returned to the Municipal Corporation.
4. Any other document(s)

FOR OFFICE USE ONLY

VII. TYPE: LICENSE □ LIMITED LICENSE □

VIII. LICENSE NO/ LIMITED LICENSE NO. ALLOCATED
A. Number:

B. Issue Date:

C. Validity: 3 1 0 3 2 0 1

[ 45 (N) ]
NORTH DELHI MUNICIPAL CORPORATION
TRADE LICENSE RENEWAL FORM

Date: [__ __ __]  Enrollment No.

To,
The Commissioner
North Delhi Municipal Corporation
New Delhi

Sir,
I/we hereby apply for renewal of Trade License/Limited License Granted To Us By NDMC as under:

I. ESTABLISHMENT DETAILS
1. Name of the Unit:
2. INCOME TAX PAN NO.:
3. Address of Unit:

City Delhi/New Delhi  PIN CODE

4. Telephone: 0 1 1
5. Mobile:
6. Email ID:

II. TYPE: LICENSE
   LIMITED LICENSE

III. EXISTING LICENSE NO/LIMITED LICENSE NO. (ATTACH COPY OF THE SAME)
   A. Number:
   B. Issue Date:
   C. Validity:

IV. RENEWAL FEES FOR LICENSE/LIMITED LICENSE
   1. Renewal Fee
   2. Arrears/Penalty
   Total Amount Payable:

3. Mode of Payments: [ ] Demand Draft/Cheque/Bank Deposit Slip  [ ] Electronic Swipe
   A. Number:  Date:  
   B. Bank Name:  

[ 46 (N) ]
The information given as above is correct to the best of my knowledge & belief and nothing has been concealed therefrom. If any information is found to be incorrect, North Delhi Municipal Corporation shall cancel the registration form without any notice & forfeit licence/processing fees. That I/we understand that the license fees/processing fees paid in this respect to NDMC/its appointed agency are non-refundable in any circumstance whatsoever. That I/we understand that we may be asked to submit additional documents by NDMC for renewal and shall unconditionally comply with the same. That I/we understand that we have to comply with all conditions of License / Limited License as may be in vogue from time to time.

I/we understand that in case payments related to Property Tax/Parking/Conversion Charges are not supplied, it shall not be a ground for denial of renewal of license / limited license. However, the I/we cannot claim / demand immunity from payment of such applicable Municipal taxes / fees / fines / penalties on the ground that the Trade License/ Limited License has been renewed without verification of such applicable Municipal taxes / fees / fines / penalties.
NORTH DELHI MUNICIPAL CORPORATION

PROVISIONAL LICENSE

Issue Date : 

Validity : 

License No. : 

Product Code : 

Annual License Fees : 

Name of the Unit : 

Shop Address : 

(License Officer)

DETAILED TERMS AND CONDITIONS OVERLEAF
LICENSE TERMS

(1) The license is non-transferable and stand automatically cancelled in case of change of ownership/change of address/change of nature of business/change of constitution of the establishment.

(2) The license has been granted subject to the condition that the building is structurally safe, there are no encroachments on public land and the building is complaint with Fire Safety Norms. There is no legal matter pending against the establishment/nature of business in any court of law which prohibits grant of license/limited license.

(3) The licensee shall ensure that no act done in the license premises shall lead to danger to life or property, nuisance etc.

(4) The establishment shall be solely liable in case of any mis happening which threatens public safety or is in violation of the laws of the land.

(5) The license cannot be used to claim ownership/settle ownership disputes/of obtain any Government ID Documents.

(6) The establishment shall at all times adopt and cause to be maintained in good order and efficient action upon the licensed premises all such appliances or means for the purpose of minimising danger to life or property or preventing, abutting or minimizing any nuisance annoyance of inconvenience to the neighbourhood or public from the use of which the premises are put.

(7) The establishment shall pay all fees, taxes, penalty, processing fees or any other charges that may be imposed by the authorized officer of NDMC.

(8) That at any point of time if any Government Order/Directions from any Court of Law warrants special conditions/obligations to be met by the establishment, it shall be abide by and honoured. The establishment also understands that Grant to Trade/Trade/Storage license does not abdicate the responsibility of the licensed establishment towards such compliances and, therefore, shall comply with such legal/judicial requirements and grant of Trade/Storage License shall only be for the purposes of license fees collection. The establishment also understand and undertaken that at any point of time due to directions of Govt./Court of law such license becomes void, the license so granted shall stand automatically cancelled without any notice.

(9) The Commissioner, NDMC shall have the absolute right to refuse the renewal of the License/Limited License or suspend/withdraw/revoke license without notice or without assigning any reason thereof u/s 430 (3) of the DMCAAct.

(10) The license/limited license is liable to be cancelled in case any of the declaration is proved to be otherwise or any of the information submitted in the application form is found to be otherwise.

(11) The establishment shall apply for a duplicate license in case of theft/mutilation or destruction etc. after payment of approved fees/penalty.

(12) The licensee shall permit the Authorized Officer to inspect the premises under consideration and licensed premises at all reasonable times and without notice.

(13) The licence will be displayed in the trade premises and he shall on demand produce it for inspection to the Authorized Officer.

(14) Whenever the licensed premises will be vacated, the licensee shall inform the Authorized Officer and will return the licence.

(15) The licensee shall keep the premises clean and will prevent accumulation of filth or refuse therein.

(ii) Constitution of Sub-Committee in the meeting dated 16-1-2013.

Meanwhile a Sub-Committee of the following members is constituted to look into the matter and submit its report within 15 days:—

1. Shri Vijay Prakash Pandey Convener
2. Ms. Renu Gupta Member
3. Shri Mukesh Goyal Member

[49(N)]
NEW CASES

Item No. 87 :— Payment of Budget Allowance to the staff engaged for Budget Work.


The Corporation vide its Resolution No. 743 dated 15-11-88 resolved that the Budget Bonus to the staff of Mpl. Corporation of Delhi (General Wing) which is employed on Budget work upto the level of Dy. Chief Accountant other than those who are paid over-time allowance under minimum Wages Act be paid Budget Bonus on the pattern of Govt. of India from the years 1986-87 onward as intimated vide Govt. of India, Ministry of Finance letter No. F. 15(26)-B (RA)87 dated 4-2-88 with the stipulation that in case at any time it is proposed to revise the rates of Budget Bonus, the case be brought before the Standing Committee/Corporation. Since then the staff is being paid Budget Bonus as per the approval referred to above.

The Govt. of India has revised the maximum rate of Budget Bonus as under :-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Letter No. &amp; Date</th>
<th>Rate of payment</th>
<th>Date of effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1(14)/91-E-Coord dated 29-5-91 from Govt. of India, Ministry of Finance, Deptt. of Expenditure (Annexure-I)</td>
<td>Rs. 2,450/-</td>
<td>For the year 1990-91</td>
</tr>
<tr>
<td>2.</td>
<td>1(14)E-Coord/92 dated 1-6-92 from Govt. of India, Ministry of Finance, Deptt. of Expenditure (Annexure-II)</td>
<td>Rs. 2,550/-</td>
<td>For the year 1991-92</td>
</tr>
<tr>
<td>3.</td>
<td>1(14)E-Coord/93 dated 8-6-93 from Govt. of India, Ministry of Finance, Deptt. of Expenditure (Annexure-III)</td>
<td>Rs. 2,750/-</td>
<td>For the year 1992-93</td>
</tr>
<tr>
<td>4.</td>
<td>1(14)E-Coord/93 dated 10-6-94 from Govt. of India, Ministry of Finance, Deptt. of Expenditure (Annexure-IV)</td>
<td>Rs. 2,880/-</td>
<td>For the year 1994-95</td>
</tr>
<tr>
<td>5.</td>
<td>1(45)E-Coord/97 Govt. of India, Ministry of Finance, Deptt. of Expenditure (Annexure-V)</td>
<td>Rs. 6,400/-</td>
<td>For the year 1999 onwards.</td>
</tr>
</tbody>
</table>

In view of above, the matter may be placed before the Corporation through Standing Committee for adoption of the rates as mentioned in the aforesaid letter of the Govt. of India. It may also be approved that the rates of Budget Bonus as may be amended from time to time by the Govt. of India, Ministry of Finance in future may be implemented for payment in North Delhi Municipal Corporation.

[50(N)]
OFFICE MEMORANDUM

Subject :— Payment of honorarium for the work done in connection with the Budget of Central Government.

The undersigned is directed to refer to this Ministry’s O.M. No. 1 (17)E-Coord./90 dated the 28th May, 1990 on the subject mentioned above and to say that the proposal regarding the limit of honorarium for work done in connection with the Budget of the Central Government has been considered and it has been decided that for the year 1990-91 a maximum of Rs. 2,450/- may be allowed to the employees.

Sd/-

(HUMERA AHMED)
Deputy Secretary to the Govt. of India

To
All Financial Advisers including Members Finance Posts, Telecommunication, FA(DS) and Executive Director Budget Railway Board.

ANNEXURE-II

OFFICE MEMORANDUM

Subject :— Payment of honorarium for the work done in connection with the Budget of Central Government.

The undersigned is directed to refer to this Ministry’s O.M. No. 1 (14)E-Coord./91 dated the 29th May, 1991 on the subject mentioned above and to say that the proposal regarding the limit of honorarium for work done in connection with the Budget of the Central Government has been considered and it has been decided that for the year 1991-92 a maximum of Rs. 2,550/- may be allowed to the employees.

Sd/-

(HUMERA AHMED)
Deputy Secretary to the Govt. of India

To
All Financial Advisers including Members Finance Posts, Telecommunication, FA(DS) and Executive Director Budget Railway Board.
OFFICE MEMORANDUM

Subject :— Payment of honorarium for the work done in connection with the Budget of Central Government.

The undersigned is directed to refer to this Ministry’s O.M. No. 1(14)E-Coord./92 dated the 1st June, 1992 on the subject mentioned above and to say that the proposal regarding the limit of honorarium for work done in connection with the Budget of the Central Government has been considered and it has been decided that for the year 1992-93 a maximum of Rs. 2,750/- may be allowed to the employees.

Sd/-

(O.P. DEVESHWAR)
Deputy Secretary to the Govt. of India

To
All Financial Advisers including Members Finance Posts, Telecommunication, FA(DS) and Executive Director Budget Railway Board.

ANNEXURE-IV

OFFICE MEMORANDUM

Subject :— Payment of honorarium for the work done in connection with the Budget of Central Government.

The undersigned is directed to refer to this Ministry’s O.M. No. 1(14)E-Coord./93 dated the 8th June, 1993 on the subject mentioned above and to say that the proposal regarding the limit of honorarium for work done in connection with the Budget of the Central Government has been considered and it has been decided that for the year 1994-95 a maximum of Rs. 2,880/- may be allowed to the employees.

Sd/-

(G.P. GUPTA)
Deputy Secretary to the Govt. of India

To
All Financial Advisers including Members Finance Posts, Telecommunication, FA(DS) and Executive Director Budget, Railway Board.

[52(N)l]
OFFICE MEMORANDUM

Subject :— Payment of honorarium—revision of

This is with reference to this Department’s O.M. of even number dated 30th March, 1999 on
the above subject.

The proposal to grant honorarium to the employees directly connected with the preparation of
Budget of the Central Government for the year 1998-99 in various Ministries/Departments has been
re-considered and it has been decided to revise the ceiling at one months average emoluments subject to a
maximum of Rs. 6,400/- instead of Rs. 5,000/-. EM and MOS (PP) have seen.

Sd/-

(D.P. ROAY)
Director

To

1. All Financial Advisers.
2. Members Finance (Telecom.).
3. Executive Director (Budget) Railway Board.

Item No. 88 :— For making computers bilingual and Training of Employees.

Resolution No. 7 of Special (Hindi) Committee dated 25-10-2012.

Resolved that the following resolution moved by Dr. (Ms.) Neelam Goel and seconded by Sh. Raj Kumar Lamba be referred to the Corporation through the Standing Committee for approval.

Whereas, as per the official language Act. Delhi is a ‘A’ category state, by virtue of the same its official language is Hindi as per the constitutional provisions and its entire official work should also be done in Hindi.

Whereas, it is being experienced that Hindi which should be the first official language of the Corporation, is being used as secondary level language in comparison to English and in offices also even noting and other related work is being done almost in English. Not only has this, in place of encouraging those officials who carry out their work in Hindi, officers doing their work in English considered their intellectual capability lesser to themselves.

Whereas, in the present technical era computer’s being used globally for working in all the languages.
Whereas, bilingual computers are not available in Corporation and there is a shortage of bilingual typing clerks also, in my opinion which is a man hurdle for the use of hindi in meaningful officers, because possibly some officers who wish to do their work in Hindi but they cannot carry out their work in Hindi due to non-availability of Hindi Corporation.

Therefore this meeting of Special (Hindi) Committee resolves and recommends to the conisation. Through the Standing Committee that in Municipal Corporation, only appropriate and bilingual computers having standard software be used and bilingual stenographers may also be granted too advance annual increments which should not be adjusted in their future increments. It will accelerate the use of Hindi in Municipal Officers resultantly administration come closer to the public

**Item No. 89 :— Filling-up the vacant posts in Official Language Section (Raj Bhasha).**

Resolution No. 8 of Special (Hindi) Committee dated 25-10-2012.

Resolved that the following resolution moved by Dr. (Ms.) Neelam Goel and Seconded by Sh. Raj Kumar Lamba be referred to the Corporation through the Standing Committee for approval :—

Whereas, It is my experience that in spite of Hindi being the first official language in the Corporation, no serious efforts are being made for giving Hindi its due status, which is evident that considering Hindi Translation Deptt. as a secondary level office, most of the posts are lying vacant here due to which pace of doing work in Hindi is almost nil.

Whereas, present position of posts lying vacant in Hindi Translation Deptt. is as follow :—

<table>
<thead>
<tr>
<th>Name of post</th>
<th>same trained post</th>
<th>Present position</th>
<th>Vacancies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Translator</td>
<td>5</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Supdt.</td>
<td>1</td>
<td>—</td>
<td>1</td>
</tr>
<tr>
<td>Steno-Typist/Junior Steno</td>
<td>1</td>
<td>—</td>
<td>1</td>
</tr>
<tr>
<td>U.D.C.</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>L.D.C.</td>
<td>2</td>
<td>—</td>
<td>2</td>
</tr>
<tr>
<td>Peon</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>13</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

I have also been informed that some of the Hindi Translators are working in other departments against non-translator posts.

Therefore this meeting of the Special (Hindi) Committee revolves that for making Official Language Section (Raj Bhasha) fully strengthen. Its vacant posts may be filled up immediately and employees (officials) working in other departments on diverted capacity, may please be called back to their own (parent) office.
Item No. 90:— Administrative Approval and Expenditure Sanction for Allocation of funds amounting to Rs. 50,000/-, Rs. 60,000/- per school site to the principals of Municipal Schools (North DMC) for repair and maintenance of school buildings and providing basic facilities to school children for 2012-13.


The provision for allocation of funds amounting Rs. 50,000/- per school site to the principals of North DMC schools for Minor Repairs and Maintenance work of school buildings along with providing basic facilities to the school children was initially started during the year 2006-07 in compliance of directions of Hon’ble High Court of Delhi in the matter of Social Jurist & others V/s MCD. In the larger interest of school children which is being continued since 2006-07 onwards.

As per practice from the year 2006-07 onwards, funds amounting to Rs. 50,000/- is being utilized by the principals of Municipal schools to carry out the minor repairs and other related work in school building/sites in accordance with needs. As per the enclosed guidelines (Annexure ‘A’).

Due to the trifurcation of MCD, delimitation of certain wards from one zone to another and merger of schools, the exercise is still on to find out the exact number of schools having more than 16 classrooms. At present approximate 600 school sites have been identified for the allocation of funds for Minor Repairs & Maintenance work in North DMC. After scanning the previous records, approximate 25% school sites have more than 16 classrooms. Therefore, 450 school sites are required to be allocated @ Rs. 50,000/- per school site and rest 150 school sites @ Rs. 60,000/- per school site as detailed below:

<table>
<thead>
<tr>
<th>Total No. of sites</th>
<th>Amount @ Rs. 50,000/- per site</th>
<th>Amount @ Rs. 60,000/- per site</th>
<th>Total amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>600</td>
<td>450 × 50,000 = 2,25,00,000/-</td>
<td>150 × 60,000 = 90,00,000/-</td>
<td>3,15,00,000/-</td>
</tr>
</tbody>
</table>

The proposal for allocation of Rs. 60,000/- to those schools which have more than 16 classrooms is made as per the decision taken in the meeting held on 21-7-2010 in the chamber of Addl. Commissioner (Edn.) with the office bearers of All Delhi Primary Teachers Association.

However, the above mentioned amount is shared from the total funds which are meant for capital work under plan budget Head of Account XL-VII-III (Capital Works) which is allocated to Engineering Department for the repair and maintenance of school buildings and providing basic facilities in the schools in the larger interest of North DMC school children. This amount is utilized of concerned school.

It is further stated that:

1. The work is included in the Annual action plan under Education sector.
2. The proposal is technically feasible and as per requisition of zonal DDsE and ADsE to draw advances.
3. The proposal is as per laid down norms and criteria etc. (Annexure A).
4. The expenditure is proposed to be charged under the Plan Head of XL-VII-III (Capital Works).

Finance has concurred in the proposal.

[55(N)]
Therefore, proposal is submitted for allocation of Rs. 3,15,00,000/- (Rs. three crore and fifteen lacs only) for Minor Repair & Maintenance work of municipal school buildings/sites and provision of basic amenities thereof. The expenditure is proposed to be charged under Plan Head of A/c XL-VII (Capital Works).

The above proposal may be placed before the Corporation routed through Standing Committee as an item of URGENT BUSINESS for approval.

ANNEXURE ‘A’

Areas where funds would be utilized by the Principals of Primary Schools

(a) Minor Civil Works/Repairs :

(i) Repairing of leaking taps.
(ii) Repairing of WC, Rain Water pipe, sewer line, cleaning of manhole and leakage of pipelines.
(iii) Repairing/Replacement of glass panes/FRP sheets in windows and doors.
(iv) Replacement of water taps.
(v) Replacement of broken lid of PVC water tanks.
(vi) Change of value in the PVC water tanks.
(vii) Periodical cleaning of ceiling/roof.
(viii) Emergency cleanliness to toilets & permises of schools (Committee will spend an amount of Rs. 1,500/- p.m. during working days in engaging temporary sweepers exclusively for the maintence & clanliness of toilet blocks).
(xvi) Normal cleaning of toilet block, and urinals.
(xvii) Removal of malba.
(xviii) Installation of fire fighting instruments like fire extinguisher, bucket filled with stand and day.
(xix) Cleaning of sewers/blockages.
(xx) Filling of earth, brick layering & Horticulture work.
(xxi) Repair of boundary wall, gate and tubewell.

(b) Minor Electrical Works/Repairs :

(vii) Tubes, chockes, starters, switch/sockets including repair and replacment.
(viii) Replacement of lamps/tube lights.
(ix) Switch Board replacement.
(x) Repair of replacement of MCB.
(xi) Fan biades repairing including minor repairs of fans.
(xii) Providing security light/replacment of security lights.
(e) **Other Works :**

(vii) Hiring of water tankers.
(viii) Repair of furniture like dual desks, chairs.
(ix) Purchase/Repairs of bulletin boards.
(x) Repair of public address system.
(xi) Repair of electrical/electronic devices like TV, VCR, player, Tape recorder, 2 in 1, Audit CD player, cooler, Electric motor, water pump, computer provided in the schools.
(xii) Electric Bills and White Washing in case of emergency only.

**Item No. 91 :— Administrative Approval & Expenditure Sanction for distribution of cash amount @) Rs. 120.00 per child enrolled in Class 1st in the Primary schools falling under jurisdiction of North DMC for purchase of School Bags in the financial year 2012-13.**

(i) **Commissioner’s letter No. F. 33/Edu./NDMC/393/C&C dated 28-12-2012.**

Primary Education is an obligatory function of North Delhi Municipal Corporation. The aim of Education Department of North DMC is to bring every child of age group 5 + to 11 years to the mainstream. The National Policy on. Education, 1986 (Revised in 1992) also lays emphasis for attaining the objective of Universal enrolment and retention of children and improvement in the quality of Education in schools. Keeping in view this objective, North DMC is running 765 Primary Schools so as to provide the facility of Primary Education at a walkable distance to all children of the school going age, living in the areas under the jurisdiction of North DMC.

A number of welfare schemes have been introduced for bringing out of school children to the main stream by admitting and retaining them in school system so that they do not dropout. One of such welfare schemes relates to the provision of cash subsidy for school uniform to all children studying in North DMC schools which is to be provided to the children every year. In addition to above, North DMC has allocated funds to the tune of Rs. 81.52 lacs during the financial year 2012-13 under Non Plan Head of A/c 25/1135 for provision of school bags.

In this regard, it is submitted that cash amount @ Rs. 120/- per child studying in Class-I would be provided by the North DMC to the parents of the children for school bags. This practice was also adopted during the year 2011-12.

Zone-wise enrolment of children as on 31-8-2011 is taken as the base for calculation as per previous practice. Accordingly, zone wise allocation of amount is calculated which is as under :—

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Zone</th>
<th>Class-I</th>
<th>Allocation of amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>City</td>
<td>1274</td>
<td>Rs. 1,52,880.00</td>
</tr>
<tr>
<td>2.</td>
<td>S.P.</td>
<td>2716</td>
<td>Rs. 3,25,920.00</td>
</tr>
<tr>
<td>3.</td>
<td>Karol Bagh</td>
<td>8207</td>
<td>Rs. 9,84,840.00</td>
</tr>
<tr>
<td>4.</td>
<td>Civil Lines</td>
<td>18657</td>
<td>Rs. 22,38,840.00</td>
</tr>
<tr>
<td>5.</td>
<td>Narela</td>
<td>13493</td>
<td>Rs. 16,19,160.00</td>
</tr>
<tr>
<td>6.</td>
<td>Rohini</td>
<td>23394</td>
<td>Rs. 28,07,280.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td></td>
<td><strong>Rs. 81,28,920.00</strong></td>
</tr>
</tbody>
</table>

[57(N)]
The cash amount shall be allocated to the zonal DDEs/ADEs for distribution among children enrolled in Class-I through Heads of all schools (Principals/Incharge of school), which shall be drawn as an advance by the zonal DDE/ADEs through Zonal DCAs/ACAs out of Non Plan Head of A/c 25/1135 during the current financial year 2012-13. The advance taken is to be adjusted by the zonal DDEs/ADEs as per existing rules/orders on the subject. Proper records of distribution of cash shall be maintained in all schools. Vidyalaya Kalyan Samities Shall be associated with the work of distribution of cash amount to children in all schools. This shall be confined to the actual number of children studying in each school at the time of disbursement.

CA-cum-FA has seen and concurred in the proposal with the observation that “The proposal of the department for distribution of cash amount @ Rs. 120.00 to the children studying in Class-I for purchase of bags under H/A 25/1135 is concurred in for placing before competent authority.”

It is also pointed out that an anticipation approval of the Hon’ble Mayor routed through Chairman, Education Committee & Chairman, Standing Committee has already been obtained. Accordingly, funds have been allocated to Zonal DDEs/ADEs for onwards distribution to the children enrolled in Classes-I in North DMC schools.

It is, therefore, proposed that :

(a) Expenditure sanction of an amount of Rs. 81,28,920.00 out of the Non Plan Head of A/C 25/1135 (2012-13) along with permission to draw the amount as an advance by the Zonal Deputy/Assistant Directors of Education through Zonal Dy. Chief Accountant/Asstt. Chief Accountant for disbursement to the students of Municipal Schools of North Delhi Municipal Corporation enrolled in Class-I may be accorded.

(b) To incur expenditure and to draw advance for an additional amount of 10% on account of increase in enrolment of children during the current academic session, if need arises.

The above proposal may be placed before the Corporation routed through the Education Committee & Standing Committee for Administrative Approval & Expenditure Sanction as per (a) & (b) above as an item of Urgent Business.

(ii) Resolution No. 31 of the Education Committee dated 22-1-2013.

Resolved that it be recommended to the Corporation through the Standing Committee that as proposed in the Commissioner’s letter No. F. 33/Edu./N.D.M.C./393/C&C dated 28-12-2012 that administration approval and expenditure sanction amounting to Rs. 81,28,920/- as an advance under the Non-plan Head of A/c 25/1135 for distribution of cash amount of Rs. 120.00 per child for purchase of school bags during the financial year 2012-13 for the children enrolled in Class-I in the Primary Schools falling under the jurisdiction of North Delhi Municipal Corporation during the financial year 2012-13, be accorded and also administrative approval and expenditure sanction to draw advance for an additional amount of 10% on account of increase in the enrolment of children during the current academic session, if need arises, be accorded.

Item No. 92 :- Regarding approval of Standing Committee/Corporation for transfer of Ayurvedic Dispensary, Shalimar Bagh from Plan to Non-Plan w.e.f. 1-3-2012.


Ayurvedic Dispensary, Shalimar Bagh was established during the 11th Five Year Plan. The sanction of this Ayurvedic Dispensary had expired on 31-3-2012 on completion of 11th Five Year Plan.
This Ayurvedic Dispensary is providing free Medical facilities and very popular among the poor and needy patients of the residents of Delhi. This Ayurvedic Dispensary is to run on permanent basis and as such the sanction of the posts of these Ayurvedic Dispensary along with other expenditure under the Non-Plan is required w.e.f. 1-4-2012.

The sanctioned strength of staff of this Ayurvedic Dispensary is as under:

<table>
<thead>
<tr>
<th>Post Officer</th>
<th>Medical Officer</th>
<th>Pharmacist</th>
<th>A.N.M.</th>
<th>Annual Expenditure (on salaries)</th>
<th>Resolution No. and Date (Under 5 year Plan)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scale Rs. 15600-39100 + GP</td>
<td>Rs. 5200-20200 + GP</td>
<td>Rs. 5200-20200 + GP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5,400/- + UA</td>
<td>2,800/- + UA</td>
<td>2,400/- + UA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.Y.D. 1 1 1 App. 25 lacs 521 dated Shalimar 6-9-2010 Bagh</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The estimated expenditure on establishment of Ayurvedic Dispensary, Shalimar Bagh is about 25.00 lacs (salaries of the staff contingencies and others). For medicines Rs. 5.00 lacs is needed. The total estimated expenditure for the establishment of A.Y.D., Shalimar Bagh would be Rs. 30.00 lacs for the year 2012-2013. This liability is to shift from Plan to Non-Plan w.e.f. 1-4-2012.

The budget provision would be suitably made under the Head of Account 56/1001, 1002, 1003 & 1004 (Establishment), 56/1098 (Medicines) and 56/1119 (Contingencies) respectively w.e.f. 1-4-2012 from the financial year 2012-2013 onward.

Finance & O&M has concurred in the proposal. The proposal may be placed before the Corporation routed through the Standing Committee for approval as an item of Urgent Business.

**Item No. 93:** Conversion of posts from Plan to Non-Plan posts after completion of 11th Five Year Plan (2007-2012).

(i) **Commissioner’s letter No. F. 33/Edu./NDMC/463/C&C dated 1-2-2013.**

During the Plan Period of 11th Five Year Plan (2007-2012), 16 posts of principals, 160 posts of primary teachers, 16 posts of school attendants, 5 posts of chowkidars and 16 posts of safai karmacharis were created in the year 2008-09 vide Corporation Resolution No. 497 dated 16-10-2008 (Annexure ‘A’).

Similarly, 12 posts of principals, 120 posts of primary teachers, 12 posts of school attendants, 2 posts of chowkidars and 12 posts of safai karmacharis were also created during the year 2011-12 vide Corporation Resolution No. 146 dated 25-08-2011 (Annexure ‘B’).

The Education Department of the unified Corporation proposed to convert these 28 posts of principals, 280 posts of primary teachers, 28 posts of school attendants, 7 posts of chowkidars and 28 posts [59(N)]
of safai karmcharis from plan posts to Non Plan posts. The details of the posts created by opening/ bifurcation of schools falling in different Corporations are given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Post</th>
<th>NDMC</th>
<th>SDMC</th>
<th>EDMC</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Principal</td>
<td>10</td>
<td>11</td>
<td>7</td>
</tr>
<tr>
<td>2.</td>
<td>Asstt. Teacher</td>
<td>100</td>
<td>110</td>
<td>70</td>
</tr>
<tr>
<td>3.</td>
<td>School Attendant</td>
<td>10</td>
<td>11</td>
<td>7</td>
</tr>
<tr>
<td>4.</td>
<td>Chowkidar</td>
<td>2</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Safai Karmchari</td>
<td>10</td>
<td>11</td>
<td>7</td>
</tr>
</tbody>
</table>

Accordingly, 10 posts of principals, 100 posts of primary teachers, 10 posts of school attendants, 2 posts of chowkidars and 10 posts of safai karmcharis falling under the jurisdiction of the North DMC are required to be converted from Plan posts to Non-Plan posts.

The proposal contains all posts of staff created up to 28-2-2012 in the Education Department under Plan during the 11th Five Year Plan period.

Per annum, financial implications of the proposal for conversion of the Plan Posts into Non-Plan posts are indicated as hereunder:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Post</th>
<th>No. of Posts to be converted from Plan to Non-Plan</th>
<th>Financial Implication (Rs. in lacs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Principal</td>
<td>10</td>
<td>16.68 (PB 9300 + G.P. 4,600/-)</td>
</tr>
<tr>
<td>2.</td>
<td>Primary Teacher</td>
<td>100</td>
<td>162.00 (PB 9300 + G.P. 4,200/-)</td>
</tr>
<tr>
<td>3.</td>
<td>Class- IV Employee</td>
<td>22</td>
<td>18.48 (PB 5200 + G.P. 1,800/-)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total 197.16</td>
</tr>
</tbody>
</table>

Finance has seen and concurred in the proposal.

Therefore, the proposal of the department regarding conversion of 10 posts of principals, 100 posts of primary teachers, 10 posts of school attendants, 2 posts of chowkidars and 10 posts of safai karmcharis from Plan posts to Non Plan posts may be placed before the Corporation routed through the Education Committee & Standing Committee as a matter of Urgent Business, for approval.

[60(N)]
Subject:— Opening/Bifurcation of primary schools & creation of posts thereof under plan during 2008-2009.


MCD has to open primary schools in its area in such a way that every eligible child can seek admission by travelling a walking distance from the place of his/her residence. Existing schools where further expansion is not possible are to be bifurcated into two shifts to accommodate all children seeking enrolment.

Proposals for opening of 5 new schools and bifurcation of 11 existing primary schools have been received from zones. A list of schools with position of land/building in each case is annexed as Annexure ‘A’. There is a provision of opening/bifurcation of 20 pry. Schools in the Plan proposals for 2008-2009.

Following posts are to be created for 16 schools, proposed to be opened/bifurcated during 2008-2009:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Posts</th>
<th>No. of Posts</th>
<th>Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Principals</td>
<td>16</td>
<td>Rs. 5500-9000</td>
</tr>
<tr>
<td>2.</td>
<td>Pry. Teachers</td>
<td>160</td>
<td>Rs. 4500-7000</td>
</tr>
<tr>
<td>3.</td>
<td>School Attendants</td>
<td>16</td>
<td>Rs. 2550-3200</td>
</tr>
<tr>
<td>4.</td>
<td>Chowkidars</td>
<td>5</td>
<td>Rs. 2550-3200</td>
</tr>
<tr>
<td>5.</td>
<td>Safai Karamcharis</td>
<td>16</td>
<td>Rs. 2550-3200</td>
</tr>
<tr>
<td>6.</td>
<td>Contingency for 16 schools</td>
<td></td>
<td>Rs. 2,000/- per month per school</td>
</tr>
</tbody>
</table>

Financial implications of the posts to be created are as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Posts</th>
<th>No. of Posts</th>
<th>Amount required (Rs. in lacs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Principals</td>
<td>16</td>
<td>17.92</td>
</tr>
<tr>
<td>2.</td>
<td>Pry. Teachers</td>
<td>160</td>
<td>153.60</td>
</tr>
<tr>
<td>3.</td>
<td>School Attendants</td>
<td>16</td>
<td>7.68</td>
</tr>
<tr>
<td>4.</td>
<td>Safai Karamcharis</td>
<td>16</td>
<td>7.68</td>
</tr>
<tr>
<td>5.</td>
<td>Chowkidars</td>
<td>5</td>
<td>2.40</td>
</tr>
<tr>
<td>6.</td>
<td>Contingency for 16 schools</td>
<td></td>
<td>2.56</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rs. 2,000/- per month each</td>
</tr>
</tbody>
</table>

[61 (N)]
CA-cum-FA has seen and concurred in the proposal with the following observations:—

1. Department may certify that the instant proposal is in consonance with the policy of the department regarding opening & bifurcation of school.

2. The instant proposal is covered under the Annual Action Plan for the current financial year.

3. Department may explore the possibilities of matching saving as some of the schools might be merged/closed/shifted to single shift etc.

The reply/comments of the department with regard to above-mentioned observations are as under:—

1. The instant proposal for opening & bifurcation of 16 schools is in consonance with the policy of the department regarding opening & bifurcation of schools.

2. The instant proposal is covered under the Annual Action Plan for the current financial year i.e. 2008-2009.

3. The department has explored the possibilities of matching savings for merging/closing/ shifting of single shift etc. for that a separate proposal is being initiated.

Thus Rs. 191.84 lacs will be required to meet the expenditure on the above posts & contingent expenditure during 2008-2009 under Plan Head of Account XL-II-A-I and XL-II-A-II Budget provision exists under the abovesaid plan of account in the scheme “Expansion of Pry. Education”.

The above proposal for opening of 5 new schools and bifurcation of 11 existing primary schools during 2008-2009 under Plan and creation of 16 posts of Principals, 160 posts of Primary Teachers, 16 posts of School Attendants, 16 posts of Safai Karamcharis and 5 posts of Chowkidars upto 28-2-2009 be placed for approval before the Corporation routed through Education Committee and Standing Committee as an item of Urgent Business.
### ANNEXURE ‘A’

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Zone/Name of School</th>
<th>Principal Attendant</th>
<th>Chowkidar</th>
<th>Safai Karamchari</th>
<th>Position of Land/Building or Reasons for bifurcation</th>
<th>No. of rooms available</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Najafgarh Zone:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>M.C. Primary School F-Block, Phase-I, J.J. Colony, Sawda Ghewra (New)</td>
<td>1 1 1 1</td>
<td></td>
<td></td>
<td>Land measuring 2640 sq. meters is earmarked for opening of Primary School</td>
<td>Nil</td>
</tr>
<tr>
<td>2.</td>
<td>M.C. Primary School Sawda Ghewra B-Block, Girls (New)</td>
<td>1 1 1 1</td>
<td></td>
<td></td>
<td>Land measuring 1000 sq. meters is earmarked for opening of Primary School</td>
<td>Nil</td>
</tr>
<tr>
<td>3.</td>
<td>M.C. Primary School Sawda Ghewra I-Block, Girls (New)</td>
<td>1 1 1 1</td>
<td></td>
<td></td>
<td>Land measuring 1000 sq. meters is earmarked for opening of Primary School</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td>Narela Zone:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>M.C. Primary School Nithari I-II (Bifurcation)</td>
<td>1 1 — 1</td>
<td></td>
<td></td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>13 rooms 1 hall</td>
</tr>
<tr>
<td>5.</td>
<td>M.C. Primary School Nithari II-II (Bifurcation)</td>
<td>1 1 — 1</td>
<td></td>
<td></td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>12 rooms</td>
</tr>
<tr>
<td></td>
<td>Shahdara (South) Zone:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>M.C. Primary School Vasundhra Enclave-II (Bifurcation)</td>
<td>1 1 — 1</td>
<td></td>
<td></td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>19 porta cabin</td>
</tr>
<tr>
<td>7.</td>
<td>M.C. Primary School Jagat Puri-II (Bifurcation)</td>
<td>1 1 — 1</td>
<td></td>
<td></td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>4 rooms 1 hall</td>
</tr>
<tr>
<td>8.</td>
<td>M.C. Primary School Dallu Pura Village-II (Bifurcation)</td>
<td>1 1 — 1</td>
<td></td>
<td></td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>21 rooms</td>
</tr>
</tbody>
</table>
### Civil Line Zone:

<table>
<thead>
<tr>
<th>School</th>
<th>Land Measure</th>
<th>Rooms</th>
<th>Hall</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>M.C. Primary School Lal Bagh New-II</td>
<td>Nil</td>
<td>1</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
</tr>
<tr>
<td>M.C. Primary School Wazinabad Village</td>
<td>Nil</td>
<td>1</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
</tr>
</tbody>
</table>

### West Zone:

<table>
<thead>
<tr>
<th>School</th>
<th>Land Measure</th>
<th>Rooms</th>
<th>Hall</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>M.C. Primary School Nihal Vihar (New)</td>
<td>600 Sq. M.</td>
<td>1</td>
<td>1</td>
<td>Land measuring 600 Sqms. is available.</td>
</tr>
<tr>
<td>M.C. Primary School BE Hari Nagar (Bifurcation)</td>
<td>Nil</td>
<td>1</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
</tr>
</tbody>
</table>

### Karol Bagh Zone:

<table>
<thead>
<tr>
<th>School</th>
<th>Land Measure</th>
<th>Rooms</th>
<th>Hall</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>M.C. Primary School Nehru Nagar Basti (New)</td>
<td>Nil</td>
<td>1</td>
<td>1</td>
<td>Land measuring 1 acre is available.</td>
</tr>
</tbody>
</table>

### Shahdara (North) Zone:

<table>
<thead>
<tr>
<th>School</th>
<th>Land Measure</th>
<th>Rooms</th>
<th>Hall</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>M.C. Primary School Mustafabad-II (Bifurcation)</td>
<td>400 Sq. M.</td>
<td>1</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
</tr>
</tbody>
</table>

### Rohini Zone:

<table>
<thead>
<tr>
<th>School</th>
<th>Land Measure</th>
<th>Rooms</th>
<th>Hall</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>M.C. Primary School Prem Nagar, Kirari-II (Bifurcation)</td>
<td>Nil</td>
<td>1</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
</tr>
<tr>
<td>M.C. Primary School Rohini, Sector-23-II (Bifurcation)</td>
<td>Nil</td>
<td>1</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
</tr>
</tbody>
</table>

(ii) Resolution No. 11 of the Education Committee dated 19-8-2008.
Resolved that it be recommended to the Corporation through the Standing Committee that the proposal of Commissioner as contained in his letter No. F. 33/Pry. Edu./972/C&C dated 28-7-2008, be approved.

Resolved that it be recommended to the Corporation that as recommended by the Education Committee vide its Resolution No. 11 dated 19-8-2008, the proposal of the Commissioner as contained in his letter No. F. 33/P.Edu./972/C&C dated 28-7-2008, be approved.

Resolution No. 497

Resolved that as recommended by the Standing Committee vide its Resolution No. 620 dated 25-9-2008, the proposal of the Commissioner as contained in his letter No. F. 33/P.Edu./972/C&C dated 28-7-2008, be approved.

ANNEXURE ‘A’

Copy of Resolution No. 146 of the Ordinary August (2011) Meeting of the Corporation held on 25-8-2011

Urgent Business No. 566

Subject :— Opening/Bifurcation of primary schools & creation of posts thereof under Plan during 2010-2011.


It is an obligatory function of Municipal Corporation of Delhi to provide educational facilities to all the children of age group 5-11 years. It is, therefore, mandatory to open primary schools in areas under its jurisdiction in such a way that every eligible child can seek admission in a school situated within a walkable distance from the place of his/her residence. Existing schools where further expansion is not possible and existing infrastructure is not able to sustain the increasing enrolment of children are to be bifurcated into two shifts to accommodate all children seeking enrolment.

Proposals for opening of 2 new schools and bifurcation of 10 existing primary schools have been received from zones. A list of such schools with position of land/building in each case is annexed as Annexure ‘A’. There is a provision of opening/bifurcation of 20 pry. schools in the Plan proposals for 2010-2011.

Consequently, the following posts are to be created for 12 schools proposed to be opened/bifurcated during 2010-2011:

<table>
<thead>
<tr>
<th>Name of Post</th>
<th>No. of Posts</th>
<th>Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Principals</td>
<td>12</td>
<td>PB-2 with Grade Pay 4,600/-</td>
</tr>
<tr>
<td>2. Pry. Teachers</td>
<td>120</td>
<td>PB-2 with Grade Pay 4,200/-</td>
</tr>
<tr>
<td>3. School Attendants</td>
<td>12</td>
<td>PB-1 with Grade Pay 1,800/-</td>
</tr>
<tr>
<td>4. Chowkidars</td>
<td>2</td>
<td>PB-1 with Grade Pay 1,800/-</td>
</tr>
<tr>
<td>5. Safai Karamcharis</td>
<td>12</td>
<td>PB-1 with Grade Pay 1,800/-</td>
</tr>
<tr>
<td>6. Contingency for 12 schools</td>
<td>2,000/- per month per school</td>
<td></td>
</tr>
</tbody>
</table>
The financial implications of the posts proposed to be created and other contingent expenditure are as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the post</th>
<th>No. of post</th>
<th>Amount required (Rs. in lacs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Principals</td>
<td>12</td>
<td>3.60</td>
</tr>
<tr>
<td>2.</td>
<td>Pry. Teachers</td>
<td>120</td>
<td>30.00</td>
</tr>
<tr>
<td>3.</td>
<td>School Attendants</td>
<td>12</td>
<td>1.80</td>
</tr>
<tr>
<td>4.</td>
<td>Safai Karamcharis</td>
<td>12</td>
<td>1.80</td>
</tr>
<tr>
<td>5.</td>
<td>Chowkidars</td>
<td>2</td>
<td>0.30</td>
</tr>
<tr>
<td>6.</td>
<td>Contingency for 12 schools</td>
<td>@ Rs. 2,000/- PM each</td>
<td>0.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>37.74</td>
</tr>
</tbody>
</table>

An amount of Rs. 37.74 lacs will be required to meet the expenditure on the above posts to be created & contingent expenditure to incur in the schools proposed to be opened/bifurcated during 2010-2011 under Plan Head of Account XL-II-A-I and XL-II-A-II. Budget provision for the same exists under the abovesaid plan of account under the scheme “Expansion of Primary Education”.

The proposal has been seen by the finance as well as by O&M Department.

The above proposal for opening of 2 new schools and bifurcation of 10 existing primary schools during 2010-2011 under Plan and creation of 12 posts of Principals, 120 posts of Primary Teachers, 12 posts of School Attendants, 12 posts of Safai Karamcharis and 2 posts of Chowkidars and expenditure under Plan budget as shown above to be incurred upto 28-2-2011 may be placed for approval before the Corporation routed through Education Committee and Standing Committee as an item of Urgent Business.
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Zone/Name of School</th>
<th>Principal</th>
<th>Teacher</th>
<th>School Attendant</th>
<th>Chowkidar</th>
<th>Safai Karamchari</th>
<th>Position of Land/Building or Reasons for bifurcation</th>
<th>No. of rooms available</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Najafgarh Zone</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>M.C. Primary School Kutub Vihar (Bifurcation)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>—</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children and demand of parents, school is to be bifurcated into two general shifts.</td>
<td>20 pucca rooms, 18 porta cabins</td>
</tr>
<tr>
<td></td>
<td><strong>Shahdara (South) Zone</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>M.C. Primary School Chilla Saroda (Bifurcation)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>—</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>19 rooms</td>
</tr>
<tr>
<td></td>
<td><strong>West Zone</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>M.C. Primary School New J.J. Hastsal No. 2 (Bifurcation)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>—</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>20 rooms</td>
</tr>
<tr>
<td>4</td>
<td>M.C. Primary School Rajapur Khurd No. 2 (Bifurcation)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>—</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>19 rooms</td>
</tr>
<tr>
<td></td>
<td><strong>Karol Bagh Zone</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>M.C. Primary School Jakhira Pul New (Bifurcation)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>—</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>6 rooms</td>
</tr>
<tr>
<td></td>
<td><strong>Shahdara (North) Zone</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>M.C. Primary School Tahir Pur No. 1 (Bifurcation)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>—</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>17 rooms</td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
<td>(9)</td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>7. M.C. Primary School Dilshad Colony, A-Block (New)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>Land for opening school measuring 6000 Sqr. Mtrs. is available.</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td><strong>Rohini Zone:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. M.C. Primary School Sector-21, Rohini (Bifurcation) bifurcated.</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>—</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>20 pucca rooms, 8 Porta Cabins</td>
<td></td>
</tr>
<tr>
<td><strong>Narela Zone:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. M.C. Primary School Sector-22, Rohini (New)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>Land for opening school measuring 4208 Sqr. Mtrs is available.</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td><strong>Central Zone:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. M.C. Primary School J.J. Colony, Madanpur Khadar, Ph.-II (Bifurcation)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>—</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>16 rooms</td>
<td></td>
</tr>
<tr>
<td>11. M.C. Primary School J.J. Colony, Madanpur Khadar, Ph.-III (Bifurcation)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>—</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>16 rooms</td>
<td></td>
</tr>
<tr>
<td><strong>South Zone:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. M.C. Primary School Aaya Nagar (Bifurcation)</td>
<td>1</td>
<td>10</td>
<td>1</td>
<td>—</td>
<td>1</td>
<td>School is already functioning. Due to increase in enrolment of children, school is to be bifurcated.</td>
<td>33 rooms</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>12</td>
<td>120</td>
<td>12</td>
<td>2</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(ii) Resolution No. 6 of the Education Committee dated 24-5-2011.

Resolved that it be recommended to Corporation through Standing Committee that the proposal as contained in the Commissioner’s letter No. F. 33/Pry. Edn./2428/C&C dated 23-3-2011, be approved.

It was further resolved that 12 special teachers (Music-3, Arts-3, Physical Education-6) be appointed in them besides efforts be made to create also a post of school inspector and approval be granted for the year 2011-12 instead of year 2010-11.
[iii] Resolution No. 138 of the Standing Committee dated 13-7-2011.

Resolved that it be recommended to the Corporation that as recommended by the Education Committee vide its Resolution No. 6 dated 24-5-2011, the proposal of the Commissioner as contained in his letter No. F. 33/Edu./2428/C&C dated 23-3-2011, be approved.

Resolved further that 12 special teachers (Music-3, Arts-3, Physical Education-6) be appointed in them besides efforts be made to create also a post of school inspector and approval be granted for the year 2011-12 instead of year 2010-11.

Resolution No. 138

Resolved that as recommended by the Standing Committee vide its Resolution No. 138 dated 13-7-2011, the proposal of the Commissioner as contained in his letter No. F. 33/Edu./2428/C&C dated 23-3-2011, be approved.

Resolved further that 12 special teachers (Music-3, Arts-3, Physical Education-6) be appointed in them besides efforts be made to create also a post of school inspector and approval be granted for the year 2011-12 instead of year 2010-11.

(ii) Resolution No. 32 of the Education Committee dated 12-2-2013.

Resolved that it be recommended to the Corporation through the Standing Committee that as proposed in the Commissioner’s letter No. F. 33/Edu./N.D.M.C./463/C&C dated 1-2-2013, approval for conversion of 10 posts of principals, 100 posts of primary teachers, 10 posts of school attendants, 2 posts of chowkidars and 10 posts of safai karamcharis from plan posts to non-plan posts after the completion of 11th Five Year Plan (2007-2012), be accorded.

Item No. 94 :- Celebration of Ram Lila and Other Religious Functions in the parks and booking of parks—reg.


(A) Every year Ram Lila, Durga Puja, Saraswati Puja and Other Religious Functions are celebrated in some of the parks of North Delhi Municipal Corporation (NDMC). Approvals are granted on case to case basis and there is no clear policy in this regard. A Resolution No. 62 dated 13-8-2012 from Shri Mahendra Nagpal Ji and Shri Yogendra Chandolia Ji and seconded by Shri Azad Singh Ji was passed by the Corporation. The resolution is about giving parks free of cost to Registered Ramlila Committees together with other facilities.

As Ram Lila, Dushera, Durga Puja, Chhat Puja, Pongal, Onam, Gur Paro etc. are being celebrated for past many years in some of the parks of NDMC. Therefore, following guidelines are proposed for streamlining the holding of religious functions in the parks :-

1. Parks will be booked in the name of Registered Society/RWA and old functionary only after receiving the letter in their letter head alongwith the consent of the local area councillor taking consent from the Zonal Deputy Commissioner.

2. If Puja is proposed to be held on a park which is not booked online, then following additional guidelines are proposed :-

   (i) Only those parks. will be booked in which Puja or the some religious function is being held for atleast last 5 years. (proof of booking is to be submitted);

   (ii) No new park will be booked;

   (iii) No ornamental parik will be booked.

[69(N)]
3. Party will submit NOC from Police and Fire Service Department.

4. There will be no ground rent for booking upto 15 days (which includes days required for preparation and dismantling of Puja Pandal etc.) Beyond 15 days the concerned society will pay a ground rent of Rs. 4000 per day in case the park is not in the list of online booking. In case the park is available in the list of online booking, the rate charges for religious purpose beyond 15 days of booking will be the normal rate of park booking already prescribed for holding private functions. However in each case of booking following charges will be paid by all:

(i) Licence Fee—Rs.,500/- (Rs. five hundred only).

(ii) Cleaning Charges towards cleaning after the society leaves the park—Rs. 1000/- (Rs. one thousand only).

(iii) Security Deposit—Rs. 5,000/- (Rs. five thousand only) (Refundable on successful completion of terms and conditions) or as prescribed for the park in booking list.

5. Day to day cleaning and maintenance of hygiene during the booking period will be the responsibility of the Society concerned.

6. All the bookings for holding religious function will be done manually with the approval of the Deputy Commissioner concerned.

7. No plants and infrastructure of the park will be damaged.

8. During the Puja time/religious functions any Jhula or temporary shop is required at the site of Puja/Function, the same be allowed to be installed free of cost after obtaining separate permission from the Deputy Commissioner/Zonal authorities under relevant existing rules.

(B) The booking rates of parks and other sites were approved by the Corporation vide Resolution No. 113 dated 15-6-2010. Further the competent authority also approved the following which are also being followed, may be ratified/approved:

(a) The booking of park in PU-LU Block, Pitampura which was approved for booking in three parts was approved to be booked in two parts as was being done in past, due to less space available.

(b) The special conditions mentioned in the preamble regarding disclosing the names of the tent house, fine for illegal occupation of parks and non park sites and their enforcement etc. were modified as follows (there are no non-park sites in NDMC):

(i) The following fees may be charged for each day taken for installing, dismantling (minimum one day for installing and one day for dismantling or actual) and/or keeping tent installed without permission:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Booking rate per day of park and function site</th>
<th>Rate per day of installing and dismantling etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Rs. 4,000/-</td>
<td>Rs. 3,000/-</td>
</tr>
<tr>
<td>2.</td>
<td>Rs. 8,000/-</td>
<td>Rs. 6,000/-</td>
</tr>
<tr>
<td>3.</td>
<td>Rs. 25,000/-</td>
<td>Rs. 15,000/-</td>
</tr>
</tbody>
</table>

The booking charges will be paid by the party for booking the park. Charges for installation and dismantling of the tent and any fine etc. will be paid by the Tent House/Tent Owner as per the actual days used/occupied.

[ 70(N) ]
(ii) If there is no function in the park but tent house is occupying the park, the fine will be same as are charges for installing and dismantling. However, if the function is being held on the site illegally/without permission, the fine will be three times the rate of booking of the park/function site.

(c) Security deposit were fixed Rs. 5,000/- and cleaning charges Rs. 1,000/- and license fee Rs. 500/- for parks being booked @ Rs. 4,000/- per day and @ Rs. 8,000/- per day.

The preamble may be placed before the Corporation through the Standing Committee as an Urgent Business for approval.

**Item No. 95 :— Purchase of Plasma Sterilizer for Hindu Rao Hospital.**

**Commissioner’s letter No. F. 33/Health/NDMC/510/C&C dated 18-2-2013.**

Hindu Rao Hospital is a Multi Speciality Hospital run by North Delhi Municipal Corporation having 980 beds. It caters not only to patients from North Delhi area but also nearby states. Every year more than 18000 surgeries are performed in the 5 Operation Theaters with 19 operation theater tables. Surgeries performed include General Surgery, Advance Laparoscopic Surgeries Paeds, Orthopedics, Obst & Gynae, Eye, ENT, Burns, Uro & Plastic Surgery. Also 3 operation theaters tables run round the clock (24 x 7 x 365) and provide emergency services.

Sterilizers are used for sterilizing of equipment, instruments and linen. This process is very important for maintaining asepsis during surgical and invasive procedures, as any shortcoming in these aspects can lead to iatrogenic source of infection and deleterious consequences for the patients. More over sterilization with Plasma Sterilizer is latest, environmental friendly technology and as per International Standards of Sterilization. The department is asking the advance Technology Sterilizer for sterilizing costly equipments like Endoscopes & Sharp instruments. As this is the latest technology sterilizer hence first time only one in number is proposed to be purchased for all operation theater uses. The detail of the equipment is as under :-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Purchase of Plasma Sterilizers</td>
<td>01</td>
</tr>
</tbody>
</table>

The approx. estimated cost of the equipment is Rs. 46.00 lacs Plus tax.

Finance has concurred in the proposal. Budget exits under the Plan Head at S.No. 110 in AAP-2012-13.

In view of the above, the proposal is placed before the Corporation through Standing Committee of North Delhi Municipal Corporation for obtaining administrative approval of Rs. 46.00 lacs plus taxes (Rs. forty six lacs plus taxes only) for purchase of one Plasma Sterilizer for CSSD Department adopting normal purchase procedure i.e. e-tendering.

[71 (N)]
Item No. 96 :— Providing Security Services at Hindu Rao Hospital.


Hindu Rao Hospital is a 980 bedded Multi Speciality Hospital run by North Delhi Municipal Corporation, providing round the clock health care services to the population of North Delhi and of nearby States. It has all medical facilities and also has a Nursing Home. The hospital has a daily attendance of approximate 2000 to 2500 patients and their attendants, and about 1800 employees. The hospital is situated at ridge area near Tis Hazari Court. There are many exits and entrance gates in the hospital.

Security services in the hospital is very essential to maintain the peaceful atmosphere in the hospital, to save the hospital property, to maintain the proper parking management, to check the entry and exist of the vehicles, for maintain the queue at the OPD, for stopping entry of unidentified person in wards, ICU, CCU, Nursing Home, NICU, casualty and other restricted areas of the hospital premises. It is very important for day night watch and ward of the hospital property.

The Rate Contract for providing Security Services was approved by The Municipal Corporation of Delhi for a period of two years. The period of the contract has already been expired in April, 2012. Now Delhi Home Guards have been engaged for providing security services at the hospital as an emergent stop gap arrangement for three months w.e.f. 26 April, 2012 and further extended till 15-1-2013.

A meeting of all the Medical Superintendents and Addl. Medical Superintendents was convened under the Chairmanship of Director, Health Administration wherein a common TOR and tender document was evolved which was vetted by the finance as well as the law department.

Now the individual hospital have to float tenders for their respective hospitals incorporating the manpower required, estimated cost and EMD accordingly as per the actual feasibility of the respective hospital. The same have been now incorporated in the vetted documents.

The detail of the required manpower at HRH for the security services is as under :

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Security Supervisors</td>
<td>10</td>
</tr>
<tr>
<td>2.</td>
<td>Security Guards</td>
<td>120</td>
</tr>
</tbody>
</table>

The detail of the expenditure involved for the above number of guards is as under :

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Category</th>
<th>Quantity</th>
<th>M. W/day</th>
<th>Amount/year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Security Supervisor</td>
<td>10</td>
<td>Rs. 312/-</td>
<td>Rs. 11,38,800/-</td>
</tr>
<tr>
<td>2.</td>
<td>Security Guards</td>
<td>120</td>
<td>Rs. 283/-</td>
<td>Rs. 1,23,95,400/-</td>
</tr>
<tr>
<td>3.</td>
<td>Total for one year</td>
<td></td>
<td></td>
<td>Rs. 1,35,34,200/-</td>
</tr>
<tr>
<td>4.</td>
<td>Over head expenses due to uniform, administrative charges, taxes etc. @ 25%</td>
<td></td>
<td></td>
<td>Rs. 33,83,550/-</td>
</tr>
<tr>
<td>5.</td>
<td>Total amount for one year</td>
<td></td>
<td></td>
<td>Rs. 1,69,17,550/-</td>
</tr>
<tr>
<td>6.</td>
<td>Total amount for two years</td>
<td></td>
<td></td>
<td>Rs. 3,38,35,100/-</td>
</tr>
<tr>
<td>7.</td>
<td>Approximate estimated cost of the proposal</td>
<td></td>
<td></td>
<td>Rs. 3.40 crore</td>
</tr>
</tbody>
</table>
The estimated cost of the proposal for two years @ Rs. 1.70 crore p.a is Rs. 3.40 crore. However as per NIT conditions the wages will be paid to the security staff as per revision of Minimum Wages increased/decreased by the Government time to time.

Finance has concurred in the proposal.

The TOR/NIT Conditions concurred by the finance and vetted by the Law Department are enclosed with the preamble.

The proposal is placed before the Corporation, North Delhi Municipal Corporation routed through Standing Committee for granting administrative approval of Rs. 3.40 crore @ Rs. 1.70 crore per year for providing Security Service at Hindu Rao Hospital for two years adopting normal procedure i.e. calling Open Tender through e-tendering system as per TOR/NIT Conditions enclosed.
HINDU RAO HOSPITAL (HRH HOSPITAL)
NORTH DELHI MUNICIPAL CORPORATION

NOTICE INVITING E-TENDER

Development of Security Agencies for providing
Security Services for different areas

SCHEDULE-A

OFFER FOR HINDU RAO HOSPITAL

To,
The Medical Superintendent,
HRH Hospital.

Subject:— Deployment of security agencies for providing Security services for different areas of the hospital under North Delhi Municipal Corporation for one year.

(Name of the party in whose favour the Tender form has been issued)

Dear Madam/Sir,

1. I/We hereby submit our documents against the above cited tender for deployment of security agency for providing Security services at __________ through your e-tender portal.

2. I/We is/are enclosing herewith the Bank Guarantee/DD No. _________________________ dated : ____________ for Rs. ______________ in favour of the Commissioner, North Delhi Municipal Corporation towards EMD/BID Security.

3. I/We have gone through all terms and conditions and instructions contained therein of this tender before submitting the same and agreed in all respect to undertake myself/ourselves abide by all the said terms and conditions stipulated by North Delhi Municipal Corporation.

4. I/We have noted that over written entries shall be deleted unless duly cut & re-written and initialed. It is understood that it is preferred that the entire mandatory technical and mandatory document is duly typed scanned and uploaded on to the technical sections of the tender document. Financial details will be revealed only in the financial section of the tender document.

5. Tender is duly signed and stamped (No thumb impression should be affixed).

[74(N)]
6. In case the tender is awarded, we undertake to sign the contract/agreement within 15 (Fifteen) days from the issue of the letter of award/acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of Service Providers.

Yours faithfully,

Sd/-

Addl. Medical Superintendent
Hindu Rao Hospital, Delhi-7

Signature with rubber stamp of Tenderer with full address

WITNESS _________________________________
WITNESS _________________________________
WITNESS _________________________________
WITNESS _________________________________

NOTE:

All terms & conditions and rates have been indicated in the quotations would be presumed to have included in the quoted rates and that the rates are inclusive of all taxes and other terms and conditions are also as per your requirements.

The forwarding letter/schedule-A duly signed invariably be returned along with tender furnished failing which the tender shall be rejected.

HRH Hospital
North Delhi Municipal Corporation

NOTICE INVITING E-TENDER FOR SECURITY SERVICES

Medical Superintendent, HRH Hospital invites tenders under two bid systems from reputed Security Service Agencies for providing 24*7 Security services in different areas of HRH Hospital with the required number of trained uniformed manpower for one year.

Tender Cost (in Rs.) : 1,000/-.

EMD/Bid Security (in Rs.) : 2.5% of estimated cost :— Rs. 8,50,000/-.

Deployment of Security Agencies for providing Watch & Ward Services for different areas for one year

The E-tenders can be downloaded from website http://www.mcdonline.gov.in and the Govt. website www.tenders.govt.in. by all vendors who are registered with MCD. In case the tender is downloaded from the website, the cost of tender i.e. Rs. 1,000/- (non-refundable) payable through bank draft/bankers cheque drawn, in favour of Commissioner, North Delhi Municipal Corporation in the office Medical Superintendent prior to the time and date of the tender mentioned at Web site. The draft/bankers cheque details to be furnished in the technical component of the document. Non submission of tender cost would lead to rejection of the tender. Cheque and cash will not be acceptable at all.
A PRE-BID CONFERENCE for clarification to bidders if any will be held in the Conference Hall, Office of Director Health Administration North Delhi Municipal Corporation, date and time shall be announced and given wide publicity both through print media as well as through electronic media.

The schedule of purchase, submission, encryption of the tender is published on the website in the following format:

<table>
<thead>
<tr>
<th>Seq. No.</th>
<th>Health Dept. Stage</th>
<th>Contractor Stage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Release tender</td>
<td></td>
</tr>
<tr>
<td>2. —</td>
<td>Purchase and download Tender document</td>
<td>Start date &amp; time, Expiry date &amp; time, Envelopes</td>
</tr>
<tr>
<td>3. —</td>
<td>Online Bid Preparation and Hash Submission</td>
<td>Financial Envelope, Technical Envelope</td>
</tr>
<tr>
<td>5. —</td>
<td>Re-encryption of online bids —</td>
<td>Financial Envelope, Technical Envelope</td>
</tr>
<tr>
<td>6.</td>
<td>Technical Bid Opening —</td>
<td>Technical Envelope</td>
</tr>
<tr>
<td>7.</td>
<td>Evaluation of Technical Bid —</td>
<td>Technical Envelope</td>
</tr>
<tr>
<td>8.</td>
<td>Financial Bid Opening —</td>
<td>Financial Envelope</td>
</tr>
<tr>
<td>10.</td>
<td>Award of Contract —</td>
<td>Technical Envelope and Financial Envelope</td>
</tr>
</tbody>
</table>

In case, any holiday falls on the day of opening the tenders will be opened on the next working day at the same time.

For all detailed information please log on to the MCD official website

INSTRUCTIONS TO BIDDERS:

1. General:

The present tender is invited in double bid system i.e. Technical bid and price bid through e-tendering system for providing Security Services under which the contractor shall provide uniformed and trained personnel and will do its best endeavors to provide vigil & security services in HRH Hospital.

[ 76(N)]
This tender is for integrated security services (hereafter referred as Security services) under which the service providing agency shall provide a 24 x 7 security system for :

(a) Providing security of buildings, equipments, materials, fixtures and staff working in the hospital.
(b) Ensuring round the clock surveillance of the premises both internal and external.
(c) Maintaining discipline and order amongst patients, their attendants as also the staff of the Institute including regulation of vehicular parking.
(d) Guarding against anti social elements and criminal activities.
(e) Safeguarding the life and property of residents of the hospital and other visitors.

This would be achieved through the deployment of, trained and uniformed trained, non uniformed manpower under any unforeseen requirement that may become necessary to provide security for Security services.

This particular tender is restricted, for Security services, to the areas consist of Main Hospital, OPD, various Departments, Hostels, Admin block Residential Complexes and various installations for power, water, BMW management plants etc in the areas within the boundary of the hospital campus and the route immediate to main gates for approach and exit.

1.2 The following security staff (approximately) is expected/required to be deployed at the Hospital campuses in above assigned areas :

**Category & Description of Security Personnel :**

(i) Security Supervisors 10*—at least one of them should have necessary certification/ qualification training to work as designated Fire safety officer.
(ii) Security Guards (M/F) (without arms) 120*; to provide at least 20% security guards as women. The number of women guards required may vary.

**Total strength of security staff —**130

**NOTE :**

The above indicated manpower can be the maximum. The total strength needed may be less.

2. **Eligibility Criteria :**—The eligible bidders need to fulfill the following eligibility criteria :

2.1. Annual average turnover should be Rs. 1.50 crores or more during last three financial years.

**NOTE-A :**

Attach audited balance sheets and profit and loss account statements. Details of annual turnover should also be furnished as per format given below on letter head of the firm/CA duly certified by a registered chartered accountant.

**Financial Year Annual Turnover (in lacs)**

<table>
<thead>
<tr>
<th>Year</th>
<th>Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009-2010</td>
<td></td>
</tr>
<tr>
<td>2010-2011</td>
<td></td>
</tr>
<tr>
<td>2011-2012</td>
<td></td>
</tr>
</tbody>
</table>

[77(N)]
NOTE-B:

Attach Annual returns (ITRs) of last three financial years i.e. 2009-10, 2010-11 & 2011-12.

2.2. Should be registered with GNCT of Delhi (Controlling Authority) under Delhi Private Security Agencies (Regulations) Rules, 2009.

2.3. Should have provided or is providing Security services during the last 3 (three) years i.e. from March, 2009 onwards to any Ministry/Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or any other State or reputed private Hospital/Hotel/Airport companies/firms under single contract/s (without any break) valid for one calendar year or more with Satisfactory Performance Certificate issued from the organization. In case of private entity experience, the TDS certificate issued for the said value of the work should be enclosed by the bidder in support of the performance submitted through :—

(a) Three contracts for similar Security services, each requiring the bidder to deploy guards worth not less than—40% of the total estimated cost

OR

(b) Two contracts for similar Security service each requiring the bidder to deploy guards worth not less than 50% of the total estimated cost

OR

(c) One contract for similar Security services requiring the bidder to deploy guards worth not less than 80% of the total estimated cost.

NOTE-C:

(a) Similar Security services means providing security services :—Contracts that include other services like sanitation, housekeeping etc. along with security services shall not be considered unless the value of Security services/number of guards provided can be distinctly quantified.

(b) Completed work shall mean under one contract with extension/s :—Work considered should either have been completed/concluded or should have been more than one year old live contract with due extension/s. In case of running contract more than one year old up to date payment made till date of issue of the performance certificate shall be considered.

(c) The performance certificate to be attached by the bidder from the organization(s) should be on its letter head preferably as per format given below :—

Deployment of Security Agencies for providing Security Services for different areas

FORMAT FOR PERFORMANCE CERTIFICATE

It is certified that M/s.________________ (name of the agency) had provided Security/security services to _______________ (name of the organization) and this premises located at ________ (address of the organization) vide contract/agreement/MOU bearing No. ____________ dated ________ and had deployed ____________ (in words) number of security personnel for Security services at one
time in this premises for the period from ____________ (date) to ___________ (date). The financial component of the Security/security contract for the subject services was Rs. ________(in words) during the contract. The performance of the firm was satisfactory during the contract.

Signature of the Organization or its authorized signatory

With name, designation, date and seal

NOTE- D :

1. The tender Technical Evaluation Committee may also accept performance certificate in other similar contents.

2. Work referred above should be in the name of the firm as a single entity and not aggregates of joint venture firms/associates or cartels.

2.4 Should have valid Employees Provident Fund (EPF) Registration Certificate and Code No.

2.5 Should have valid Employees State Insurance Corporation (ESIC) Registration Certificate and Code No.

2.5 Should have valid Service Tax Registration Certificate along with latest Service Tax Clearance Certificate.

2.6 Should have valid PAN/TAN No. under Income Tax Act.

2.7 Should be registered with concerned authorities of Labor Department under Contract Labor (R&A) Act 1970 and Delhi Works Contract Act (wherever applicable). The valid documentary proof of registration should be submitted in the Technical Bid.

2.8 The Agency should have valid registration number with Employees state insurance and Provident Fund & the documentary proof for the same should be submitted in the technical bid.

2.9 The bidder shall furnish an affidavit on non-judicial stamp paper of Rs. 10/- duly notarized affirming that the firm/agency has not been blacklisted, debarred and their subject services have not been banned or suspended due to any reason including corrupt and fraudulent practices in the past by any Govt. Organization/Pvt. Institution and there is no any Vigilance/CBI case pending against the firm/agent.

North Delhi Municipal Corporation may terminate the offer/contract in case it is observed that the bidder/Service Provider has concealed any material the facts. The Bid Security/Performance Security shall also be forfeited.

2.10 The hospital reserves the right to terminate the contract agreement with prior notice of 15 days.

2.11 The bidder shall furnish following certificate as applicable, otherwise quotation shall be summarily rejected :

(a) A declaration by the proprietor of the firm, in case, the firm is proprietorship firms on non-judicial stamp paper of worth of Rs. 100/- duly attested by the notary.

(b) An attested copy of partnership deed duly registered by the Registrar of Firms, in case of partnership firm.

(c) An attested copy of article of memorandum (incorporation of the firm/agency/ company) and guidelines duly registered as per company act, in case of private limited firm/company with name, photo & signature of all Directors.
3. **Qualification of the Bidders**:

3.1. The bidder to qualify for award of contract has to submit a written power of attorney authorizing the signatories of the bid to participate in the bid.

3.2. Bidder must submit copies of all relevant documents only in accordance with tender requirements, duly self-attested, along with technical bid.

3.3. Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment, which may be construed as an agency commission, has been or will be paid and that the tender price will not include any such amount. If the North Delhi Municipal Corporation subsequently finds any evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder null and void.

3.4. Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under Laws of India. Such action shall result in the rejection of the bid, in addition to other punitive measures would follow.

4. **One Bid Per Bidder**:

Each bidder shall submit only one bid.

5. **Cost of Bid**:
The bidder shall bear all costs associated with the preparation, methodology study and submission of his bid and the North Delhi Municipal Corporation shall in no case be responsible or liable for those incurred costs, regardless of the conduct or outcome of the tender process.

6. **Visit to Department**:
The bidder is advised to visit and acquaint himself with the operational system. The costs of such visit and survey shall be borne by the bidder. It shall be deemed that the Service Provider has undertaken a visit to the work site and is aware of the operational conditions prior to the submission of the tender documents.

7. **Tender Documents**:

7.1. **Contents of Tender Documents**.

7.1.1. The Tender invitation document has been prepared for the purpose of inviting tenders for providing Security services. The tender document comprises of:

- (a) Forwarding letter/undertaking (Schedule ‘A’).
- (b) Notice Inviting Tender for Security services (Press Notice).
- (c) Instructions to Bidders.
- (d) Terms and Conditions of the Contract (Annexure-I).
- (e) Tender form for providing Security services (Annexure-II).
- (f) Scope of Work of Service Provider (Annexure-III).
- (g) Form of Bank Guarantee for Bid Security (Annexure-IV).
- (h) Form of Agreement for providing Security services (Annexure-V).
- (i) Form of Bank Guarantee for Performance Security (Annexure-VI).
- (j) Check list for documents/certificates of Technical Bid (Annexure-VII).
7.1.2.1 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder’s risk and may result in rejection of his bid.

7.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document. Downloaded from the website.

7.2. Clarification of tender documents/Pre-Bid Conference:

7.2.1. The bidder shall go through the downloaded documents and must become familiar with the requirements of the tender.

7.2.2. In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek information during PRE-BID CONFERENCE to be held on the designated date and time as per Notice Inviting Tender. Any such clarification if agreed to by HRH HOSPITAL (North Delhi Municipal Corporation) would be issued as addendum to the tender documents on the websites http://www.mcdonline.gov.in only and the issued/downloaded bid document shall stand corrected/ detailed to that extent, It has been published at the website.

7.2.3. Except for any such clarification by the HRH HOSPITAL (North Delhi Municipal Corporation), which is expressly stated to be an addendum to the tender document issued by the Office of Medical Superintendent and published at MCD website http://www.mcdonline.gov.in, no written or oral communication; presentation or explanation by any other employee of the Department shall be taken to bind or fetter the department under the contract.

8. Preparation of Bids:

8.1. Language: Bids and all accompanying document shall be in English (preferably) or Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.2. Documents Comprising the Bid: Tender document issued for the purposes of tendering as described in Clause No. 7.1 and any amendments issued shall be deemed as incorporated in the bid.

8.2.1. The bidder shall, on or before the date given in the Notice Inviting Tender as on the schedule given on the tender site of MCD, submit his bid online.

8.3. Bid Prices:

8.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a ‘single responsibility’ basis such that the tender price covers Service Provider’s all obligations mentioned in or to be reasonably inferred from the tender document in respect of the Security services at MCD HOSPITAL.

This includes all the liabilities of the Service Provider such as cost of uniform, communication sets, Hand Held Metal Detectors (HHMDs) identity cards etc. and all other statutory dues as laid down under various labor laws/acts/rules like Minimum Wages, ESI, EPF, Contract labor (R&A) Act and other bonus, gratuity, uniform allowance, wages for leave reserve, service charges, all kinds of taxes etc. which should be clearly stated by the Service Provider. The offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected.

[81 (N)]
8.3.2 The security guards (unarmed–category-II as on Annexure-VIII) will be considered under unskilled category and Category-II (Security Supervisor) as Semi skilled Category.

8.3.3 The rates quoted by the bidder shall be inclusive of prevailing all taxes individual service tax as applicable at present in the prescribed format.

8.3.4 Conditional bids/offers will be summarily rejected.

8.3.5 This tender is floated for deployment of manpower for HRH HOSPITAL and contracts will be made with the lowest bidder.

8.4. Currencies of Bid and Payment:

8.4.1. The bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.5. Duration of Contract: The contract shall be valid initially for a period of ONE years and the HRH HOSPITAL reserves the right to extend the validity of contract on the same enhanced rates and terms & conditions for such period as may be agreed to, but not beyond further ONE year after stipulated period of completion of ONE year.

8.6. Bid Security:

8.6.1. The bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 8,50,000/- (2.5% of estimated cost of Rs. 3.40 crore) in the form of Pay order/DD from a commercial bank, or Bank Guarantee from a commercial bank in an acceptable form at Annexure-IV in favor of COMMISSIONER North Delhi Municipal Corporation PRIOR TO uploading of the tender document. The details of which will be furnished in the bid document uploaded. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period of 180 days.

8.6.2 Any tender not accompanied by bid security shall be automatically rejected.

8.6.3 Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable on the same.

8.6.4 Bid security of the successful bidder shall be returned on receipt of Performance Security and after signing the contract agreement.

8.6.5 Bid security shall be forfeited if the bidder withdraws or modifies his bid (unless with consent of HRH HOSPITAL (North Delhi Municipal Corporation) during the period of tender validity.

8.6.6 Bid security shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the HRH HOSPITAL.

[ 82(N) ]
8.7. **Format and Signing of Bid:**

8.7.1. The bidder shall **UPLOAD** the scanned tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

8.7.2. The documents comprising the bid shall be typed or written in indelible ink or made on computer system and all pages of the bid shall be signed by a person or persons duly **authorized to sign** on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

8.7.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Department, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid. Only tender document uploaded on the tender site shall be valid.

8.8. **Submission of Bids:**

8.8.1. A two bid procedure shall be followed and shall include the following documents/enclosures for each bid document:

   - **Technical bid section to include.**
     - (a) Covering Letter including Checklist as per the prescribed format;
     - (b) Details of Bid Security in the form of a Demand Draft or a Bank Guarantee as per the prescribed format submitted in the office of MS HRH HOSPITAL;
     - (c) **Power of Attorney** for signing of Bid in the prescribed format;
     - (d) A Copy of the complete set of Bid Documents with each page initialed by the Authorized Signatory as a token of acceptance. (Excluding Annexure-VIII)
     - (e) All the documents as per the Check List (Annexure-VII)

8.8.2 **Financial Bid Section** shall consist of the Financial Bid for the quoted BID as per format specified in Annexure-VIII for preparation of the financial bid. **LUMP SUM cost** is calculated and reflected in the financial bid. The signed calculation sheet (Annexure-VIII) with complete details to be scanned and uploaded on to the financial envelope. **Annexure-VIII NOT TO BE REFLECTED in the technical bid section.**

8.8.3 HRH HOSPITAL (North Delhi Municipal Corporation) will not assume any responsibility for the bidder’s failing to be submit the documents **online on time.** Vendors are advised not to wait, till the end date for submission of the bids for uploading of the tender incomplete, not as required format of the bid shall be declared nonresponsive.

8.8.4 Bids submitted by manual method fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

8.8.5. All components of the bid will be submitted **through E-tenders only.**

8.8.6. The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender.
8.9. **Late and Delayed Tenders:**

8.9.1. E-tender format do not permit submission of tenders beyond the prescribed schedule.

8.9.2. Any attempt to submit bid in any format after the deadline as stipulated for submission of bids, shall not be considered and will be returned unopened to the bidder. Only bids submitted online through registered MCD website alone will be valid and responsive.

8.10. **Bid Opening and Evaluation:**

8.10.1. The Authorized Representative(s) of the hospital will open the bids received on line at date and time specified. All participating bidder will be able to see the opened documents online any time after the technical bid opening.

8.10.2. Prior to opening Financial Bid, the HRH HOSPITAL will determine whether each Technical Bid is responsive to the requirements of the Tender. A bid shall be considered ‘responsive’ only if:

(a) It is received as per the prescribed format;

(b) It is received online by the Bid Due Date specified in the NIT including any extension thereof.

(c) It is signed as stipulated.

(d) It is accompanied by the Bid Security as specified.

(e) It is accompanied by the power(s) of Attorney as specified in Clauses No. 3.1

(f) It contains all the information and documents (complete in all respects) as requested in this tender and/or Bidding Documents (in formats same as those specified);

(g) It does not contain any condition or qualification.

(h) It is not non-responsive in respect of terms and conditions specified in bid document.

(i) All documents are as per check list (Annexure-VII).

(j) It is accompanied by the tender cost as per NIT.

8.10.3 The HRH HOSPITAL (North Delhi Municipal Corporation) reserves the right to call for any clarification during the process for checking of responsiveness of Bid and to reject any Bid which is nonresponsive and no request for alteration, modification; substitution or withdrawal shall be entertained by the Authorized Representative(s) in respect of such Bid.

8.10.4 The HRH HOSPITAL (North Delhi Municipal Corporation) may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the bidding documents without any material deviations, objections, conditionality or reservations.

A material deviation, objection, conditionality or reservation is one:

(i) That affects in any substantial way the scope, quality or performance of the contract;

[84(N)]
That limits in any substantial way, inconsistent with the bidding documents, Authority’s rights or the selected Bidder’s obligations under the contract; or

Whose rectification would unfairly affect the competitive position of other Bidders who are presenting responsive bids.

8.10.5 It is clarified that the selection of the Successful Bidders shall be subject to the verification of Bank Guarantee and scrutiny of other relevant documents in original as stipulated in this Bid Document, that the Bidders has submitted. The HRH HOSPITAL reserves the right to call for any of the documents scanned uploaded by the vendor to be submitted in original.

8.10.6 Financial Bid (for technically qualified bidders only) will be opened Total evaluation, shall be done and lowest quoting firm and shall be identified as L-I bidder.

8.10.7 The date and time of opening of Financial Bids shall be notified on website. Each eligible bidder will be able to visualize the open bids and details thereof.

8.10.8 The HRH HOSPITAL will evaluate and compare the Bids previously determined to be eligible and responsive.

9. Selection of Bidders :

9.1.1 Subject to the provisions of Clause No. 9.2, the Bidder whose Bid is adjudged as L-I as indicated in terms of Clause No. 8.10, shall be declared as the selected Bidder (the “Selected Bidder”) HRH HOSPITAL (North Delhi Municipal Corporation) reserve the right to rejects or annuls all the Bids, it may, in its discretion, can invite all eligible Bidders to submit fresh Bids.

9.1.2 In the event that two or more Bidders quote the same rates, (the “Tie Bidders”), the North Delhi Municipal Corporation HOSPITAL shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

9.2. Right to accept any Bid and to reject any or all Bids :

9.2.1. The HRH Hospital is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

9.2.2. The HRH Hospital may terminate the offer/contract if it is found that the Selected Bidder is black listed on previous occasions by the any of the Govt. Departments/ Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

9.2.3. The HRH HOSPITAL may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement maximum period of 30 days.

10. Award of Contract :

10.1.1. The North Delhi Municipal Corporation will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

[85(N)]
10.1.2. The North Delhi Municipal Corporation will communicate the successful bidder by E-Mail/Facsimile/Fax and confirmed by letter transmitted by Registered post or by Speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Award/Acceptance”) shall prescribe the amount which HRH HOSPITAL will pay to the Service Provider in consideration of the execution of work/services by the Service Provider as prescribed in the contract.

10.1.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-V within a period of 30 days from the date of issue of Letter of Award/Acceptance.

10.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of “Letter of Award/Acceptance” for an amount equal to 5% (FIVE PERCENT) of the total value of the contract of specific unit, in the form of an Pay Order/Demand Draft/Fixed Deposit Receipt from a scheduled bank, or Bank Guarantee from a scheduled bank in an acceptable form as at Annexure-IV in favor of the MS, HRH HOSPITAL, New Delhi. The Performance Security shall remain valid for a period of 180 days beyond the date of completion of all contractual obligations i.e. initially, the B.G shall be valid for a period of 18 months. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Service Provider accordingly.

10.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

ANNEXURE-I

TERMS AND CONDITIONS FOR PROVIDING SECURITY SERVICES

INTRODUCTION:

Hindu Rao Hospital is a biggest Multi Specialty North Delhi Municipal Corporation hospital. It provides medical services to the population of North Delhi and nearby States. The hospital is situated on a ridge area near Maika Ganj and has many enters and exists. About 2500 patients daily attend the OPD with their attendants.

GENERAL:

The present tender is being invited in double bid system i.e. Technical bid and price bid through e-tendering system for providing Security Services under which the contractor shall provide uniformed and trained personnel and will do its best endeavors to provide vigil security services in the hospital.

SELECTION PROCEDURE:

The selection procedure includes technical and price evaluation. The price bids will be opened only of the technically qualified bidders. The selected L-1 firm would be awarded the work. The selected firms must execute an agreement on a stamp paper of Rs. 100/- to undertake the service contract.

PERFORMANCE GUARANTEE:

1. The successful bidder has to submit a performance security equal to 5% of the ordered value of the contract in the form of FDR/BG from a nationalized bank in favor of the Medical superintendent of the hospital. The performance security should be valid for 6 months later from the completion period of the contract (The FDR/BG should be valid for at least 18 months).
RESPONSIBILITY OF THE CONTRACTOR:

1. The Agency shall not engage any such sub Agency or transfer the contract to any other person in any manner.

2. The Agency shall indemnify the Hospital from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Agency.

3. The bidder shall get guards and supervisors screened for vision, hearing, gross physical defects and contagious diseases and will submit an undertaking to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any doubt. Only physically fit personnel shall be deployed for duty.

4. Agency will provide walkie-talkie/instruments of audio communication to each supervisor and security guards to ensure effective timely communication between them.

5. The security personnel provided shall be the employees of the Agency and all statutory liabilities will be borne by the Agency such as ESI, PF, and Workman’s Compensation etc. The list of staff going to be deployed shall be made available to the Hospital. If any change is required by the agency or the Hospital, intimation needs to be submitted before every change.

6. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Private Security Agencies (Regulation) Act, 2005 and Delhi Private Security Agencies (Regulation) Rules, 2009, DGR Rates/Minimum Wages Act, Contract Labor (Regulation and Abolition) Act 1970. EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the Agency for the Hospital. It will be the responsibility of the Agency to provide details of manpower deployed by him in the hospital and to the labor department.

7. The antecedents of security staff deployed shall be got verified by the contractor from local police authorities and an undertaking in this regard is to be submitted to the Hospital Administration. The Contractor will provide at least 20% of the security personnel as Ex-service men/Ex-paramilitary force/Home Guards/Ex-Policemen/Ex-Security Forces.

8. The Agency will maintain an attendance register in which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Agency has to give an undertaking (on the format), duly countersigned by the designated official of the hospital, regarding payment of wages as per rules and laws in force. The register shall remain available round the clock for inspection by the authorized representatives of the Medical Superintendent. The Hospital reserves the right to ascertain the veracity of the attendance register by means it deems appropriate, including the use of the electronic gadgets.

9. All liabilities arising out of accident or death while on duty shall be borne by the Agency.

10. Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the property/areas of the Hospital premises. The Agency shall be responsible to protect all properties and equipments of the Hospital entrusted to it.

11. The Agency will provide one security Supervisor having essential minimum qualification for fire safety officer as per Delhi Fire Safety Act 2010. He will be responsible for safety against fire in the Hospital Premises designated as Fire Safety Officer.
12. Adequate supervision will be provided to ensure correct & effective performance of the security services in accordance with the prevailing assignment instructions agreed upon between the two parties. The security personnel shall ensure that there are no unidentified/unclaimed/suspicious objects/persons in the buildings/premises. The vehicles that enter into the premises must be monitored by the agency. Security Officer must organize surprise visits (during day and night) to check the alertness and attentiveness of the security guards.

13. The agency will be responsible for:
   (a) Maintaining of discipline in queue formation where ever required.
   (b) Control and manning of Gates leading to the hospital, the building & wards.
   (c) General security and safety of movable and immovable assets within the premises.

14. The contracting agency shall not employ any person below the age of 18 yrs and above the age of 59 yrs. Manpower so engaged shall be trained for providing vigil security services, fire fighting services, crowd control and disaster management services before joining.

15. The security agency will employ at least 20% manpower from the category of Ex-service men/Ex-paramilitary force/Honne Guards/Ex-Policemen/Ex-Security Forces not above the age of 59 years. The Agency shall provide satisfactory proof of Ex-Servicemen status of the Security Guards before their deployment in the Hospital. Security staff other than Ex-servicemen shall be minimum 8th pass and trained for providing security services, fire fighting services, crowd control and disaster management.

16. The Agency shall ensure to provide female security guards in each shift as per hospital requirement.

17. The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the Staff/Patients/Attendants. The Hospital shall have right to have any person removed in case of patient/staff complaints or as decided by representative of the hospital if the person is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases.

18. The Agency shall have its own Establishment/Set up/Mechanism to provide regular ongoing training of guards at repeated intervals to ensure correct and satisfactory performance of duties and responsibilities during the contract, (providing vigil security services, fire fighting, and crowd control and disaster management).

19. The bidder shall maintain and provide the copies of relevant records during the period of contract or otherwise up to a period of three years even after the contract is over or when ever required by the Hospital etc.

[88(N)]
PENALTY/RECOVERY:

1. In case the Agency fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or violated any term of contract or does not meet the statutory requirements of the contract, Hospital reserves the right to impose the penalty as detailed below:

   (i) 1% of cost of monthly work order amount per week, up to 4 weeks.

   (ii) After four weeks delay the Hospital reserves the right to withhold the agreement and get this job carried out from other Agency(s) preferably registered with DGR (Director General of Resettlements) and if DGR registered agencies are not in a position to provide such service, then from open market or with other agencies (s). The difference if any will be recovered from the defaulter Agency and which shall also be blacklisted for a period of 4 years from participating in such type of tender and its Earnest money/security deposit may also be forfeited, if so warranted.

2. That in the event of any kind of loss occasioned to the Hospital, as a result of any lapse on the part of the Agency as may be established after an enquiry conducted by the Hospital, such loss shall be indemnified by the Agency up to the value of the loss. The decision of the Medical Superintendent in this regard shall be final and binding on the agency.

3. The personnel engaged by the Agency shall be smartly dressed in neat and clean uniform and are required to display photo identity cards, failing which it will invite a penalty of Rs. 200/- on each occasion. The penalty on this account shall be deducted from the Agency’s bills.

4. In case any of Agency’s personnel(s) deployed under the contract is (are) absent, a penalty equal to Rs. 500/- per absent of guards/supervisors absent on that particular day shall be levied by the Hospital and the same shall be deducted from the Agency’s bills.

5. In case any of Agency’s personnel deployed under the contract fails to report in time and Agency is unable to provide substitute in time for the same it will be treated as absence and penalty shall be imposed. This shall be deducted from the Agency’s bill.

6. In case any public complaint is received attributable to misconduct/misbehavior of Agency’s personnel, & is assessed as true by hospital administration after enquiry, a penalty of Rs. 500/- for each such incident shall be levied and the same shall be deducted from Agency’s bill. Besides the Security Guard found involved in the incident shall be removed from the Hospital immediately.

7. Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency’s personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency’s representative shall attend the court as and when required.

8. During the course of contract, if any Agency’s personnel are found to be indulging in any corrupt practices or causing any loss of property in the Hospital, the Medical Superintendent shall be entitled to terminate the contract forthwith duly forfeiting the Agency’s Performance Guarantee (Security Deposit).
9. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Agency for carrying out of this contract and if a claim therefore is filled in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the hospital may, failing payment of the said money by the Agency, make payment of such claim on behalf of the Agency to the said Labour Authorities and any sums so paid shall be recoverable by the hospital from the Agency from its bill or dues.

10. The security staff shall not accept any gratuity or reward in any shape! if any agency personnel is found accepting any gratuity or reward a penalty of Rs. 2,000/- for every such incident shall be levied and the same shall be deducted from Agencis bill.

PAYMENT :

1. The payment would be made on monthly basis for actual shifts manned/operated by the personnel based on the attendance sheets duly verified by the Designated Officer of the Hospital and on other supporting documents. No other claim on whatever account shall be entertained by the Hospital. The Agency will ensure that workers engaged by it must receive their entitled wages on time.

2. While submitting the bill for the next month! the services provider must file a certificate certifying the following:

   (a) Wages of workers were distributed by the means of cheque/ECS.

   (b) ESI Contribution relating to workers amounting to Rs.__________ was deposited on (date) (copy of the challan enclosed).

      (a) EPF contribution relating to workers amounting to Rs.____________ was deposited on (date) (copy of the challan enclosed).

      (b) We are complying with all statutory Labor Laws including Minimum Wage Act etc.

OTHER TERMS AND CONDITIONS :

1. The Hospital will brief the Agency about the security perception and its sensitivity to the personnel to be deployed by the Agency under the contract, 2 to 3 days before the commencement of the Contract and this period will not be counted as shift manned by Agency’s personnel for the purpose of payment under the contract.

2. Agency will provide all necessary reports and other information as required/asked by the hospital and regular meetings will be held with the hospital administration.

3. The Agency shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, which the Hospital may issue from time to time and which have been mutually agreed upon between the two parties.

4. The Hospital shall have the right, with reason, to have any person removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation to the Medical Superintendent.
5. The eight hours shift will normally commence from 6-00 AM to 2-00 PM, 2-00 PM to 10-00 PM and 10-00 PM to 6-00 AM. But the timings of the shift are changeable and can be fixed by the Hospital from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs. at a stretch) shall not be allowed in ordinary circumstances. The personnel will have to report to the hospital security office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the hospital.

6. As far as EPF is concerned it shall be the duty of the Agency to get PF code No. allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and employer’s equal amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for the hospital work is required to be submitted to the hospital. In any eventuality, if the Agency failed to remit employee/employers contribution towards PF subscription etc. within the stipulated time, hospital is entitled to recover the equal amount from any money due or accrue to the Agency under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing with particulars of personnel engaged for the hospital work.

7. If the Agency is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be individually, jointly and severally liable to the Hospital for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign.

8. The Agency shall have his own Establishment/Setup/Mechanism, etc at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

9. Security staff engaged by the Agency shall not take part in any staff union and association activities.

10. The Agency shall bear all the expenses incurred on the following items i.e. Provision of whistles, torches and cells, lattis/ballams and other suitable implements like electronics device/Gadgets to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

11. The Hospital shall not be responsible for providing residential accommodation to any of the employee of the Agency.

12. The Hospital shall not be under any obligation for providing employment to any of the worker of the Agency after the expiry of the contract. The Hospital does not recognize any employee employer relationship with any of the workers of the Agency.

13. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Hospital from the agency.

14. If any underpayment is discovered, the amount shall be duly paid to the agency by the Hospital (after fulfilling the justification (thereof).
15. The Agency should have round the clock control room service in Delhi along with quick response team to deal with emergent situations. The agency must have a buffer stock of guards to take care of sudden absentees and other contingencies.

16. If any security personnel found influence of intoxication, the action will be taken against him/her as decision taken by the administration.

17. The contracting agency will also bind with the entire latest rule and regulations enforce time to time during the contract period regarding the Minimum Wages, Security Act, Fire Act, Labor Act, etc.

18. The service providing agency shall be under obligation to ensure that wages paid to the manpower engaged is as per of revision of minimum wages and any other statutory provisions/levies enforced by the Government. A certificate to this effect shall be furnished with each wages bill.

**PERIOD OF THE CONTRACT**—Initially the contract period is for ONE year from the date of commencement of the work as mentioned in the notice to proceed that may be renewed for another one year subject to providing satisfactory services and obeying the terms and conditions of the contract.

**FORCE MAJEURE**—If at any time during the currency of the contract, either party is subjected to force majeure, which can be termed as civil disturbance, riots, strikes tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

**NOTICE TO PROCEED** means the work order issued by the HRH hospital (NDMC) to the Agency communicating the date on which the work/services under the contract are to be commenced.

**OBLIGATIONS OF THE AGENCY**:

1. The agency shall be solely responsible for providing the vigil security service in the hospital.

2. The Agency shall ensure full compliance with tax laws, labor laws, security laws, the minimum wages Act and any other statutory laws etc of India with regard to this contract.

**JURISDICTION OF COURT**:

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

[92(N)]
ANNEXURE-II

HINDU RAO HOSPITAL
MALKA GANJ, DELHI-110007

TENDER FORM FOR PROVIDING SECURITY SERVICES

1. Tender cost of specific unit: Rs. .............../- (Rupees........................................only)

2. Due date for tender submission: _____________________________________________

3. Opening time and date of tender: _____________________________________________

4. Name, address of firm/Agency: _____________________________________________
   With Telephone No. & Fax No./e mail

5. Registration no. of the Firm/Agency: _____________________________________________

6. Name, Designation, Address and Tel. No. & Fax No. E-Mail Authorized
   person of Firm/Agency to deal with.

7. Please specify as to whether Tenderer is Sole proprietor/partnership firm:
   Name and Address and Telephone No. & Fax No. of Directors/partners should
   specified.

8. Copy of PAN/TAN card issued by: _____________________________________________
   Income Tax Department and copy of previous Financial Year’s Income tax
   Return.

9. EPF Reg. Number with code: _____________________________________________

10. ESI Reg. number with code: _____________________________________________

11. License number under Delhi private security (Regulation) Rules 2009 issued
    by Govt. of NCT of Delhi: _____________________________________________

12. Details of bid security deposited:
    (a) Amount: _____________________________________________
    (b) PO/DD/FDR No. or Bank Guarantee In favor of Com. MCD payable at New Delhi
    Name and Address and Telephone No. & Fax No. of Directors/partners should
    specified.
    (c) Date of issue: _____________________________________________
    (d) Name of issuing authority: _____________________________________________

13. Any other information/documents: _____________________________________________

14. Declaration by the bidder: _____________________________________________

15. Labour registration no. in Labour Deptt: _____________________________________________

This is to certify that I/We before signing this tender have read and fully understood all the
terms and condition herein and myself/we abide by them.

(Signature of the Bidder)
Name and Address (with seal) ________________________________
Telephone No. & Fax No. ________________________________
E-Mail ________________________________

[93 (N)]
The service provider shall have to provide 24*7 security services in areas of North Delhi Municipal Corporation, Hospital campus. Security service personnel are often the first point interface with the public availing services of the hospital. They are thus required to be firm yet courteous polite and gentle without failing in their duty. They have the vital responsibility to ensure protection of both public and private property, personnel of the premises as well to prevent trespass in assigned areas, day and night.

Some of the important duties include:

- (a) patrolling premises and checking doors, windows and gates to prevent and detect signs of unauthorized entry.
- (b) controlling access to establishments, monitoring and authorizing the entrance or departure of employees and visitors, checking identification.
- (c) circulating among visitors, patrons, or employees to preserve order, protect property from theft or vandalism and enforce the regulations of the establishment.
- (d) responding to alarms, investigating disturbances and contacting superiors, police or fire-fighters as appropriate.
- (e) performing security checks.

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clause 8.6.1 of the NIT)

(To be stamped in accordance with stamps Act of India)

Know Ali Men by these present that we_________________ (Name and address or Bank), having our registered office at_____________ (hereinafter called “the bank”) are bound unto M/S. HRH HOSPITAL Malka Ganj, Delhi-110007 (hereafter called “the Department”) in sum or Rs.___________ for which payment will truly to be made to the said Employer, the Bank binds himself his successors and assigns by these presents.

Whereas________ Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated___________ against tender vide_________, for providing security services (hereinafter called “the Bid”).

Whereas the Bidder is required to furnish a Bank Guarantee for the sum of Rs._________ (Amount in figures and words) as bid security against the Bidder’s offer as aforesaid.

And Whereas ________________ (Name of Bank) have at the request of the bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:—

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the condition in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.
2. That the guarantee hereinbefore contained shall not be affected by any change in constitution or our Bank or in the constitution of the Bidder.

3. That this guarantee commences from the date hereof and shall remain in force till:
   (a) The Bidder, in case the bid is accepted by the department, executes a formal agreement after furnishing the Performance Guarantee of a Scheduled commercial Bank based in India.
   (b) Forty five days after the date of validity or the extended date of validity of the tender, as the case may be, whichever is later.

4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

The Condition of this obligation are:

(I) If the Bidder withdraws his bid during the periods of tender validity specified in the Forms of Tender; or

(II) If the Bidder refuses to accept the corrections of errors in his bid; or

(III) If the Bidder having been notified of the acceptance of his bid by the Department during the periods of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para of the NIT.

(IV) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.

(V) If the tender/contract is terminated for the reason that the agency is blacklisted/debarred in any government or in any other State government/union Government or Private Organization.

We undertake to pay to the Department up to the above amount upon receipt of his first written demand, without the department having to substantiate his demand provided that in his demand the Department will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv), (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized official of the Bank
Name of Official _______________________
Designation ___________________________

Name of Witness ID No. _______________________
Address of Witness (Stamp/Seal of Bank) _______________________

[ 95 (N) ]
ANNEXURE-V

HINDU RAO HOSPITAL
MALKA GANJ DELHI-110007

FORM AGREEMENT FOR PROVIDING SECURITY SERVICES FOR HRH

This Agreement is made on the_______ day_________ (month)_______ (Year) Between the MS/HRH Delhi through (hereinafter called “the Department” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND__________________ (Name and address of the service provider) through Shri_______________ authorized representative (hereinafter called “the services provider” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for deployment of security agency for providing watch & ward services and safety and monitoring of main HRH campus consist of specific area_______ for one year extendable for another year NOW THIS AGREEMENT WITNESSETH as follows :-

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:—
   (a) Letter of Award/Acceptance of contract
   (b) Terms and conditions.
   (c) Notice Inviting Tender.
   (d) Bill of Quantities.
   (e) Scope of work.
   (f) Addendums, if any.
   (g) Any other additional terms & condition forming part of the contract.

3. In the consideration of the payments to be made by the departments to the services Provider as hereinafter mentioned, the Services Provider hereby covenants with the department to execute and the security services w.e.f. _______ as per the provisions of this Agreement and the tender document.

4. The Department hereby covenants to pay the services Provider in consideration of the execution and completion of the works/services as per this Agreement and tender document the contract price of Rs._____________/- Rupees in words) which may be increased/decreased in case of revision of minimum wages and any other statutory provisions/levies as well as variation of manpower strength but not exceeding the maximum strength indicated in the bid document.

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deduction there form as may be made under the provisions of the contract at the limes in numner prescribed by the contract.

6. The executing officer for purpose of operation of this contract shall be as per intimation given to services provider within 15 days of award letter.
IN WITNESS WHEREOF, the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the services Provider

Signature of the Authorized Official

Name of the official

Stamp/Seal of the Service Provider

By the said

Name

On behalf of the Service Provider in the presence of:

Witness I

Name

Address

Telephone No.

For and on behalf of the M/s. HRH

Signature of the Authorized Officer

Name of the officer

Stamp/Seal of the Employer

By the said

Name

On behalf of the Service Provider in the presence of:

Witness II

Name

Address

Telephone No.

ANNEXURE-VI

FORMAT OF BANK GUARANTEE
(Refer Clause 10.14 of the NIT)

(To be stamped in accordance with stamps Act of India)

1. This Deed of Guarantee made this day of ______ between ______ (Name of the Bank) (hereinafter called the “Bank”) of the one part and MS/HRH, Malka Ganj, Delhi-110007 (hereinafter called the “Department”) of the other part.

2. Whereas Swami Dayanand Hospital has awarded the contract vide No.___________ for Security Services contract for Rs.______________ (Rupees in figures and words) (hereinafter called the “contract”) to M/s._________________ (Name or the Service Provider) (hereinafter called the “Service Provider”).

3. And Whereas The Service Provider is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs.__________ (Amount in figures and words).

4. Now We the Undersigned_________________ (Name or the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of_________________ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. (Amount in figures and words) as stated above.

[97(N)]
5. After the Services Provider has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount. upon written order from the Department to indemnify the Department for any liability or damage resulting from any defects or shortcomings of the Service Provider or the debts he may have incurred to any parties involved in the works under the contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Service Provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service Provider. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Services Provider in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid for a period of ________ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agree to grant a time of extension to the Service Provider or if the Service Provider fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself or the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the Service Provider.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Service Provider.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the Department”, the Bank” and “the Service Provider” hereinbefore used shall include their respective successors and assigns.

IN Witness whereof I/We of the bank have signed and sealed this guarantee on the_______ day of_________ (Month)___________ (year) being herewith duly authorized.

Signed, sealed and delivered for and on behalf of the Bank by the above named_______________ in the presence of :

Name____________________________

Designation________________________

I.D. No.__________________________

Stamp/Seal of the Bank

Signature of authorized Bank official
## ANNEXURE-VII

**HINDU RAO HOSPITAL**
**MALKA GANJ DELHI-110007**

**CHECK LIST**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Attributes about the documents</th>
<th>Reference page number at which the document is made available</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Forwarding letter</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Details of tender cost submission</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>EMD/Bid Security submission details</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Annual average turnover of last three financial years — 2008-09, 2009-10, 2010-11 (in Lacs with audited balance sheet/certificate of CA)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Annual returns ITR of three financial years = 2008-09, 2009-10, 2010-11 as per NIT terms</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Documentary proof of registration under Delhi Private Security Agencies (Regulation) Rule 2009</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Documentary proof of performance certificate with copy of contract/agreement with valid extensions</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Documentary proof in form of latest ESI/EPF returns as filed by concerned authorities by the bidder as proof of manpower in their role</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Documentary proof of EPF registration &amp; Code number</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Documentary proof of ESIC registration &amp; Code number</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Documentary proof of Service tax registration &amp; latest tax return clearance certificate</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Documentary proof of PAN/TAN number</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Document proof of Registration in Labor Department</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Non blacklisting/debarring and other declaration on non-judicial stamp paper duly attested</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Documentary proof of imparting training to the security staff on regular basis as per NIT clause</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Documentary proof and declaration proprietorship/partnership/Private Limited or Limited Firm as per NIT</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Documentary proof of written power of attorney</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Declaration of not having an agent/middle men/intermediary on letter head</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Declaration of Fidelity bond on account of theft/loss/recovery on non-judicial stamp paper of Rs. 100/- duly attested by Notary</td>
<td></td>
</tr>
</tbody>
</table>

[99(N)]
**FORM FOR CALCULATION OF FINANCIALS**  
as reflected in Column 19 to be entered in the financials*

<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Description of wages</th>
<th>Category 1 (in Rs.)</th>
<th>Category 2 (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Wages under Minimum wages act</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Basic wages plus VDA offered per man power as per minimum wages act</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Any Special allowance proposed to be paid by the bidder to each deployed manpower if any</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>ESI 4.75% if basic plus VDA plus any allowance (if any) on S. No. 2 + 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>EPF 12 + EDLI 0.5% + Admin. Charges 1.11% = 13.61% on basic plus VDA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Bonus 8.33% of Rs. 3500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Gratuity 4.81% of basic plus VDA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Uniform out fit 5% of basic + VDA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>TOTAL of S. No. : 2 to 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Weekly offs/Replacement/Relieving charges @ 29.98% of the total in S. No. : 9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>TOTAL of S. No. : 9 &amp; 10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Service Provider charges as — on total sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Total of S. No. : 11 &amp; 12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Tax @ 10.3% on total of S. No. 13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Total of S. No. : 13 &amp; 14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Total Manpower required in category as specified in the NIT</td>
<td>10</td>
<td>120</td>
</tr>
<tr>
<td>17.</td>
<td>Grand total of sum (S. No. : 15 × S. No. : 17) Rates for Total manpower per month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>GRAND TOTAL per month for Manpower deployment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Annual Anticipate expenditure (S. No * 12)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Prevailing remuneration per month under Minimum Wages act**  
The rates should be quoted (S. No. 18 & 19) both in figures and words.  
It is hereby certified that the Lump sum rate quoted is the aggregate of all the attributes mentioned in this annexure and HRH (NDMC) is not liable for any errors due to wrong entries done by me/us.

Name & Signature of the authorized signatory of the Tenderer

[ 100 (N) ]
Item No. 97 :— Purchase of Anesthesia Delivery Units for HRH.


After obtaining approval of the Corporation vides Resolution No. 159 dated 25-8-2011. The NIT was published on 21-5-2012 in the Following Newspaper :—

1. TOI + NBT + ET (Delhi).
2. Roznama Rashtriya Sahara.

Tenders were Re-invited for purchase of Anesthesia Delivery Unit on E-tendering System vides T.N. 12611. The tenders were opened on 16-7-2012. As audit report two firms i.e M/s. Rohanika Electronics & Medical System and M/s. Anaecon Healthcare Pvt. Ltd are the qualified bidder.

A meeting of the purchase board was held on 1-8-2012 for examining the documents of the bidders. During the meeting the board members examined all the submitted documents of both firms and found that the submitted documents are as per NIT specification. The board recommended for calling the both firms for demonstration of the quoted model of the equipment.

Both firms demonstrated the quoted model. A meeting of the purchase board was held on 20-9-2012 for technical evaluation of the tender. During the meeting, the board member examined the demonstration report of the technical member and found that the technical specification of the demonstrated/quoted model of both firms meet with the NIT specification. The board recommended for opening the price bids of both firms subject to obtaining an undertaking on a stamp paper of Rs. 100/- from the manufacturers/or authorized distributors for maintaining the equipment during the warranty period & after sales service.

The required undertakings obtained from both authorized distributors and the price bids of both firms were opened on 28-9-2012. The placement of firm is as under :

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the firm</th>
<th>Quoted Rate</th>
<th>Placement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>M/s. Rohanika Electronics &amp; Medical System</td>
<td>Rs. 95,04,798/-</td>
<td>L-1</td>
</tr>
<tr>
<td></td>
<td>+ Vat @ 5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>+ Vat @ 5%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A meeting was held on 16-10-2012 for price evaluation of the tender. During the meeting the board members thoroughly examined all the papers, computerized comparative statement and other related documents for rate justification submitted by the firm and found that the rates quoted by L-1 i.e. M/s. Rohanika Electronics & Medical System for consumables Item No. 1, 7, 8 & 10 are on higher side. The board recommended for negotiation of the rates of consumables Item No. 1, 7, 8 & 10.

The firm was informed. The representative of the L-1 firm negotiated the rates of the required consumables on 25-10-2012. The board examined the rates of L-1 firm and found that the negotiated rates are reasonable and justified. The board recommended the offer of M/s. Rohanika Electronics & Medical System (L-1) for purchase of six Anesthesia Delivery Unit with ventilator &
monitor. The EMD of the lowest bidder has been deposited vide C.R. No. 020582 dated 4-10-2012. The detail of the work is as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of items</th>
<th>Qty.</th>
<th>Rate (in Rs.)</th>
<th>Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Anesthesia Delivery Unit (Mfg. By Mindray, Model-WATO EX-20) with Monitors and Ventilators with all attachments and additional accessories as per NIT Specifications</td>
<td>06</td>
<td>15,84,133/-</td>
<td>95,04,798/-</td>
</tr>
</tbody>
</table>

Rounded to Rs. 95,04,796/-

Vat @ 5% 4,75,240/-

Total amount 99,80,036/-

(Rs. ninety nine lacs eighty thousand thirty six only).

Term and conditions:

1. **Taxes** :—Extra.
2. **Delivery** :—Within 90 days at Hindu Rao Hospital.
3. **Warrantee** :—Five years.
4. Performance security equal to the 5% of the quoted price will have to be deposited in favour of the M.S/HRH in the shape of FDR/BG before making supply. The performance security should remain valid for 60 days beyond the warrantee period.
5. **CMC** :—5% of cost of equipment with 10% escalation every year after warranty period.
6. The firm will provide 4 free preventive Maintenance Service and any number of emergency calls during the warranty and after wards during CMC period.
8. The firm will bind at its given written statements.
9. Other specifications & terms and conditions are as per NIT.

Rate List of Consumables and accessories:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Item</th>
<th>Quantity</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Backup battery (Li ion, 11.1V, 4400mAh)</td>
<td>01</td>
<td>18,500/-</td>
</tr>
<tr>
<td>2.</td>
<td>Mounting plate for Edwards Disposable Transducers</td>
<td>01</td>
<td>1,300/-</td>
</tr>
<tr>
<td>3.</td>
<td>2-ch IBP Module</td>
<td>01</td>
<td>25,000/-</td>
</tr>
<tr>
<td>4.</td>
<td>Multi Gas Accessory Kit</td>
<td>01</td>
<td>25,500/-</td>
</tr>
<tr>
<td>5.</td>
<td>ECG trunk cable: 3/5 lead, Adu/Ped, 12 Pin, Defib Proof, AHA/IEC</td>
<td></td>
<td>6,600/-</td>
</tr>
<tr>
<td>6.</td>
<td>5 Lead ECG wires, Clip, Adu, TPU, IEC</td>
<td>01</td>
<td>4,600/-</td>
</tr>
</tbody>
</table>
7. Mindray SpO2 extension cable, 7 Pin 01 2,490/-
8. 512E reusable sensor, Adu, Finger 01 4,965/-
9. 512 F reusable sensor, Ped, Finger 01 5,250/-
10. NIBP Tubing, Adu/Ped/Inf, with connectors (3m) 01 1,900/-
11. CM1203 reusable cuff, Adu, 25 35 cm, with connector 01 1,350/-
12. CM1202 reusable cuff, Child, 18 26 cm, with connector 01 1,350/-
13. CM1500A Single patient use cuff, Neo, 3.1 5.7 cm, 20 pcs/box 01 pk 8,150/-
14. MR404B reusable Temp probe, adu, skin,2pin 01 3,950/-
15. MR401B reusable Temp probe, adu, Esophageal/rectal,2pin 01 3,950/-
16. IBP Interface Cable Edwards 01 4,000/-
17. IBP Disposable Transducer 01 1,050/-
18. Sil – Comfort Silicon Mask 4 Adult 01 600/-
19. Child large New Sil Flex silicon mask 3 01 530/-
20. Silicon Anesthesia Circuit comprising of the following (two 150cm silicon tube, one PSF Y-Assmly, one 2 liter silicon bag, one swirl elbow 15cm) 01 11,500/-
21. Theta Anesthesia Circuit 180 cm disposable 01 540/-
22. Disposable Indigo Face Mask 4 01 140/-


In view of the above details and terms and conditions, the proposal is placed before the Corporation, North Delhi Municipal Corporation routed through Standing Committee for approval of rate and agency as expenditure sanction of Rs. 99,80,036/- (Rs. ninety nine lacs eighty thousand and thirty six only) for purchase of six Anesthesia Delivery Unit with Monitors, Ventilators and all attachments and additional accessories as per NIT for Anesthesia Department of Hindu Rao Hospital in favour of the firm M/s. Rohanika Electronics & Medical System, the L-1 bidder and recommended by the Purchase Board.

Item No. 98 :— Conversion of Homoeopathic Dispensary, Singhalpur from Plan to Non-Plan.


Homoeopathic Dispensary, Singhalpur was commissioned during the 11th Five Year Plan 2007-2012. The approval for opening of Homoeopathic Dispensary, Singhalpur was accorded by the Corporation vide Resolution No. 820 dated 15-2-2010 and it was approved till 31-3-2012 under the 11th Five Year Plan 2007-2012.

The Homoeopathic Dispensary at Singhalpur is providing free Medical facilities and is very popular among the poor and needy people of the locality. 12th Five Year Plan has started with effect from [ 103 (N) ]
April 1, 2012. Accordingly the Homoeopathic, Dispensary, Singhalpur opened during the 11th Five Year is now required to be regularized under Non-Plan.

O&M Department has recommended the continuation and conversion of the following posts from Plan to Non-Plan w.e.f. April 1, 2012:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Post</th>
<th>Number of Post</th>
<th>Pay Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Medical Officer</td>
<td>1</td>
<td>Rs. 15600-39600 + GP 5400 + UA</td>
</tr>
<tr>
<td>2.</td>
<td>Pharmacist</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 2800 + UA</td>
</tr>
<tr>
<td>3.</td>
<td>ANM</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 2400 + UA</td>
</tr>
<tr>
<td>4.</td>
<td>Peon</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 1800 + UA</td>
</tr>
<tr>
<td>5.</td>
<td>PTS</td>
<td>1</td>
<td>Rs. 1600/- (Fixed)</td>
</tr>
</tbody>
</table>

The annual estimated expenditure for the salary of the staff will be approx. Rs. 15.00 lacs under the Non Plan Head of Account 58/1001, 58/1003 & 58/1004. The annual estimated expenditure for the medicines and the contingencies will be approx. Rs. 1.00 lac under the Non-Plan Head of Account 58/1098 and 58/1119 respectively. The total annual estimated expenditure will be Rs. 16.00 lacs. Budget provision exists under the Non-Plan Head of Account. The Finance has concurred in the proposal.

The proposal for Conversion of Homoeopathic Dispensary Singhalpur along with the posts from Plan to Non-Plan w.e.f. April 1, 2012 may be placed before the Corporation routed through Standing Committee for approval as an item of Urgent Business.

Item No. 99:— Conversion of Homoeopathic Dispensary, Pratap Nagar from Plan to Non-Plan.


Homoeopathic Dispensary, Pratap Nagar was commissioned during the 11th Five Year Plan 2007-2012. The approval for opening of Homoeopathic Dispensary, Pratap Nagar was accorded by the Corporation vide Resolution No. 746 dated 18-2-2008 and it was approved till 31-3-2012 under the 11th Five Year Plan 2007-2012.

The Homoeopathic Dispensary at Pratap Nagar is providing free Medical facilities and is very popular among the poor and needy people of the locality. 12th Five Year Plan has started with effect from April 1, 2012. Accordingly the Homoeopathic, Dispensary, Pratap Nagar opened during the 11th Five Year is now required to be regularized under Non-Plan.

O&M Department has recommended the continuation and conversion of the following posts from Plan to Non-Plan w.e.f. April 1, 2012:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Post</th>
<th>Number of Post</th>
<th>Pay Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Medical Officer</td>
<td>1</td>
<td>Rs. 15600-39600 + GP 5400 + UA</td>
</tr>
<tr>
<td>2.</td>
<td>Pharmacist</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 2800 + UA</td>
</tr>
<tr>
<td>3.</td>
<td>ANM</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 2400 + UA</td>
</tr>
<tr>
<td>4.</td>
<td>Peon</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 1800 + UA</td>
</tr>
<tr>
<td>5.</td>
<td>PTS</td>
<td>1</td>
<td>Rs. 1600/- (Fixed)</td>
</tr>
</tbody>
</table>
The annual estimated expenditure for the salary of the staff will be approx. Rs.15.00 lacs under the Non Plan Head of Account 58/1001, 58/1003 & 58/1004. The annual estimated expenditure for the medicines and the contingencies will be approx. Rs. 1.00 lac under the Non-Plan Head of Account 58/1098 and 58/1119 respectively. The total annual estimated expenditure will be Rs. 16.00 lacs. Budget provision exists under the Non-Plan Head of Account. The Finance has concurred in the proposal.

The proposal for Conversion of Homoeopathic Dispensary, Pratap Nagar along with the posts from Plan to Non-Plan w.e.f. April 1, 2012 may be placed before the Corporation routed through Standing Committee for approval as an item of Urgent Business.

Item No. 100 :- Conversion of Homoeopathic Dispensary, Keshav Puram from Plan to Non-Plan.


Homoeopathic Dispensary, Keshav Puram was commissioned during the 11th Five Year Plan 2007-2012. The approval for opening of Homoeopathic Dispensary, Keshav Puram was accorded by the Corporation vide Resolution No. 540 dated 4-12-2009 and it was approved till 31-3-2012 under the 11th Five Year Plan 2007-2012.

The Homoeopathic Dispensary at Keshav Puram is providing free Medical facilities and is very popular among the poor and needy people of the locality. 12th Five Year Plan has started with effect from April 1, 2012. Accordingly the Homoeopathic, Dispensary, Keshav Puram opened during the 11th Five Year is now required to be regularized under Non-Plan.

O&M Department has recommended the continuation and conversion of the following posts from Plan to Non-Plan w.e.f. April 1, 2012 :

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Post</th>
<th>Number of Post</th>
<th>Pay Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Medical Officer</td>
<td>1</td>
<td>Rs. 15600-39600 + GP 5400 + UA</td>
</tr>
<tr>
<td>2.</td>
<td>Pharmacist</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 2800 + UA</td>
</tr>
<tr>
<td>3.</td>
<td>ANM</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 2400 + UA</td>
</tr>
<tr>
<td>4.</td>
<td>Peon</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 1800 + UA</td>
</tr>
</tbody>
</table>

The annual estimated expenditure for the salary of the staff will be approx. Rs.15.00 lacs under the Non Plan Head of Account 58/1001, 58/1003 & 58/1004. The annual estimated expenditure for the medicines and the contingencies will be approx. Rs. 1.00 lac under the Non-Plan Head of Account 58/1098 and 58/1119 respectively. The total annual estimated expenditure will be Rs. 16.00 lacs. Budget provision exists under the Non-Plan Head of Account. The Finance has concurred in the proposal.

The proposal for Conversion of Homoeopathic Dispensary Keshav Puram along with the posts from Plan to Non-Plan w.e.f. April 1, 2012 may be placed before the Corporation routed through Standing Committee for approval as an item of Urgent Business.

[ 105 (N) ]
Item No. 101 :— Conversion of Homoeopathic Dispensary, Deputy Ganj from Plan to Non-Plan.


Homoeopathic Dispensary, Deputy Ganj was commissioned during the 11th Five Year Plan 2007-2012. The approval for opening of Homoeopathic Dispensary, Deputy Ganj was accorded by the Corporation vide Resolution No. 842 dated 26-2-2007 and it was approved till 31-3-2012 under the 11th Five Year Plan 2007-2012.

The Homoeopathic Dispensary at Deputy Ganj is providing free Medical facilities and is very popular among the poor and needy people of the locality. 12th Five Year Plan has started with effect from April 1, 2012. Accordingly the Homoeopathic, Dispensary, Deputy Ganj opened during the 11th Five Year is now required to be regularized under Non-Plan.

O&M Department has recommended the continuation and conversion of the following posts from Plan to Non-Plan w.e.f. April 1, 2012 :—

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Post</th>
<th>Number of Post</th>
<th>Pay Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Medical Officer</td>
<td>1</td>
<td>Rs. 15600-39600 + GP 5400 + UA</td>
</tr>
<tr>
<td>2.</td>
<td>Pharmacist</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 2800 + UA</td>
</tr>
<tr>
<td>3.</td>
<td>ANM</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 2400 + UA</td>
</tr>
<tr>
<td>4.</td>
<td>Peon</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 1800 + UA</td>
</tr>
<tr>
<td>5.</td>
<td>PTS</td>
<td>1</td>
<td>Rs. 1,600/- (Fixed)</td>
</tr>
</tbody>
</table>

The annual estimated expenditure for the salary of the staff will be approx. Rs.15.00 lacs under the Non Plan Head of Account 58/1001, 58/1003 & 58/1004. The annual estimated expenditure for the medicines and the contingencies will be approx. Rs. 1.00 lac under the Non-Plan Head of Account 58/1098 and 58/1119 respectively. The total annual estimated expenditure will be Rs. 16.00 lacs. Budget provision exists under the Non-Plan Head of Account. The Finance has concurred in the proposal.

The proposal for Conversion of Homoeopathic Dispensary, Deputy Ganj along with the posts from Plan to Non-Plan w.e.f. April 1, 2012 may be placed before the Corporation routed through Standing Committee for approval as an item of Urgent Business.

Item No. 102 :— Conversion of Homoeopathic Dispensary Jahangirpuri from Plan to Non-Plan.


Homoeopathic Dispensary, Jahangirpuri was commissioned during the 11th Five Year Plan 2007-2012. The approval for opening of Homoeopathic Dispensary, Jahangirpuri was accorded by the Corporation vide Resolution No. 468 dated 6-11-2006 and it was approved till 31-3-2012 under the 11th Five Year Plan 2007-2012.

The Homoeopathic Dispensary at Jahangirpuri is providing free Medical facilities and is very popular among the poor and needy people of the locality. 12th Five Year Plan has started with effect from
April 1, 2012. Accordingly the Homoeopathic, Dispensary, Jahangirpuri opened during the 11th Five Year is now required to be regularized under Non-Plan.

O&M Department has recommended the continuation and conversion of the following posts from Plan to Non-Plan w.e.f. April 1, 2012:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Post</th>
<th>Number of Post</th>
<th>Pay Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Medical Officer</td>
<td>1</td>
<td>Rs. 15600-39600 + GP 5400 + UA</td>
</tr>
<tr>
<td>2.</td>
<td>Pharmacist</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 2800 + UA</td>
</tr>
<tr>
<td>3.</td>
<td>ANM</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 2400 + UA</td>
</tr>
<tr>
<td>4.</td>
<td>Peon</td>
<td>1</td>
<td>Rs. 5200-20200 + GP 1800 + UA</td>
</tr>
<tr>
<td>5.</td>
<td>PTS</td>
<td>1</td>
<td>Rs. 1,600/- (Fixed)</td>
</tr>
</tbody>
</table>

The annual estimated expenditure for the salary of the staff will be approx. Rs.15.00 lacs under the Non Plan Head of Account 58/1001, 58/1003 & 58/1004. The annual estimated expenditure for the medicines and the contingencies will be approx. Rs. 1.00 lac under the Non-Plan Head of Account 58/1098 and 58/1119 respectively. The total annual estimated expenditure will be Rs. 16.00 lacs. Budget provision exists under the Non-Plan Head of Account. The Finance has concurred in the proposal.

The proposal for Conversion of Homoeopathic Dispensary, Jahangirpuri along with the posts from Plan to Non-Plan w.e.f. April 1, 2012 may be placed before the Corporation routed through Standing Committee for approval as an item of Urgent Business.
NORTH DELHI MUNICIPAL CORPORATION

No. f-33/Health/ndmc/562/11

From,
The Commissioner,
North Delhi Municipal Corporation,
J.L.N. Marg, Civic Center, Delhi

To,
The Municipal Secretary,
North Delhi Municipal Corporation,
J.L.N. Marg, Civic Center, Delhi

Sub:- Purchase of D. R. System for Radiology Department of HRH

Hindu Rao Hospital is a multi-speciality hospital run by North Delhi Municipal Corporation having 580 beds. It caters not only to patients from North Delhi area but also nearby states. There is also running a fully furnished Radiology Department.

After obtaining approval of the Corporation, vide Resolution No.669 dated 12-12-2011, the NIT was published. Tenders were invited for purchase of D. R. System on E-tendering System vide T.N. 12613. The tenders were opened on 13-07-2012. Five firms i.e M/S Anand Sons, M/S Aum Healthcare, M/S Allengers Medical System Ltd, M/S Panacea Medical Technologies Pvt. Ltd, and M/S Konika Minolta Healthcare (I) Pvt. Ltd participated in the tender.

A meeting of the purchase board was held on 28-09-2012 for examining the documents of the bidders. The board members examined all the submitted documents of firms and found that the submitted documents of only two firms i.e M/S Aum Healthcare and M/S Anand Sons are as per NIT specification. The board recommended for calling both the firms for demonstration of the quoted model of the equipment.

Both firms demonstrated the quoted model. A meeting of the purchase board was again held on 20-12-2012 for technical evaluation of the tender. During the meeting, the board members examined the demonstration report of the technical member and found that the technical specification of the demonstrated/quoted model of both firms meet with the NIT specification. The board recommended for opening the price bids of both firms i.e M/S Anand Sons and M/S Aum Healthcare.
The price bids of both firms were opened on 24-12-2012.

<table>
<thead>
<tr>
<th>S.N</th>
<th>Particulars</th>
<th>M/S Anand Sons</th>
<th>M/S Aum Health Care</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Quoted cost of the main equipment as per NIT specification</td>
<td>@ Rs. 65,98,800/-</td>
<td>@ Rs. 1,18,00,000/-</td>
</tr>
<tr>
<td>2</td>
<td>Make</td>
<td>Fujifilm Corporation</td>
<td>Carestream Health India Pvt. Ltd</td>
</tr>
<tr>
<td>3</td>
<td>Taxes</td>
<td>Extra @ 5%</td>
<td>Extra @ 5%</td>
</tr>
<tr>
<td>4</td>
<td>Warranty period (As per NIT)</td>
<td>5 years</td>
<td>5 years</td>
</tr>
<tr>
<td>5</td>
<td>CMC after warranty</td>
<td>5% with increase 10% p.a plus tax as applicable</td>
<td>5,50,000/-, 5,77,500/-, 6,06,375/-, 6,36,700/-, 6,68,535/- plus tax</td>
</tr>
<tr>
<td>6</td>
<td>Rate List of consumables</td>
<td>Quoted</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Taxes on consumables</td>
<td>Extra as applicable</td>
<td>-</td>
</tr>
</tbody>
</table>

In view of the above the placement of L-1 bidder for the instant case is as under.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name of the firm</th>
<th>Total amount (Rs.)</th>
<th>Placement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>M/S Anand Sons</td>
<td>65,98,800/- + taxes</td>
<td>L-1</td>
</tr>
<tr>
<td>2</td>
<td>M/S Aum Health Care</td>
<td>1,18,00,000/- + taxes</td>
<td>L-2</td>
</tr>
</tbody>
</table>

A meeting of the board was held on 10-01-2013 for price evaluation of the tender. During the meeting the board members thoroughly examined all the papers, computerized comparative statement and other related documents for rate justification submitted by the firm. The board recommended to send the offer of M/S Anand Sons (L-1 and Authorized distributor of manufacturing firm) for purchase of one D.R System. The EMD of the lowest bidder has been deposited vide C.R. No. 028647 dated 28-12-2012. The detail of the work is as under.

<table>
<thead>
<tr>
<th>S.N</th>
<th>Description of items</th>
<th>Qty</th>
<th>Rate (In Rs.)</th>
<th>Amount (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>D.R.System (Mfg. By Fujifilm, Model- D- Evo) with all attachments and additional accessories as per NIT Specifications</td>
<td>01</td>
<td>65,98,800/-</td>
<td>65,98,800/-</td>
</tr>
<tr>
<td></td>
<td>Vat @5%</td>
<td></td>
<td></td>
<td>3,29,940/-</td>
</tr>
<tr>
<td></td>
<td>Total amount</td>
<td></td>
<td></td>
<td>69,28,740/-</td>
</tr>
</tbody>
</table>

(Rs. Sixty Nine lac Twenty Eight Thousand Seven Hundred and Forty Only)

Term and conditions.
1. Taxes- Extra
2. Delivery –Within 90 days at Hindu Rao Hospital
3. Warrantee- Five years.
4. Performance security equal to the 5% of the quoted price will have to be deposited in favour of the M.S/HRH in the shape of FDR/BG before making supply. The Performance Security should remain valid for 60 days beyond the warrantee period.
5. CMC - 5% of cost of equipment with 10% escalation every year after warranty period plus service tax as per applicable.
6. The firm will provide 4 free preventive Maintenance Service and any number of emergency calls during the warranty and afterwards during CMC period.
7. The firm will be bounded by its given written statements.
8. The manufacture ring firm i.e M/s Fujifilms will provide after sales services and other specifications & Terms and conditions are as per NIT.
Rate list of consumables

<table>
<thead>
<tr>
<th>S.N</th>
<th>Name of the item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>X-Ray film 8x10</td>
<td>@ Rs.5,395/- each packet of 150 films</td>
</tr>
<tr>
<td>2</td>
<td>X-Ray film 10x12</td>
<td>@ Rs.8,092/- each packet of 150 films</td>
</tr>
<tr>
<td>3</td>
<td>X-Ray film 11x14</td>
<td>@ Rs.10,385/- each packet of 150 films</td>
</tr>
</tbody>
</table>

Finance has concurred in the proposal. Budget exists under the plan head (XL-IV-A-III) at S.N.67of AAP-2011-12

The proposal is placed before the Corporation, North Delhi Municipal Corporation routed through Standing Committee for approval of rate and agency and expenditure sanction of Rs. 69, 28,740/- (Rs Sixty Nine lacs Twenty Eight Thousand Seven Hundred and Forty Only) for purchase of one D.R. System (Mfg. By Fujifilm, Model- D- Evo) with all attachments and additional accessories as per NIT Specifications for Radiology Department of Hindu Rao Hospital in favour of the firm M/S Anand Sons, the authorized distributor of manufacturing firm.

Addl. Commissioner (H)
For Commissioner
SUBJECT: RECRUITMENT OF TEACHING FACULTY FOR THE NORTH DELHI MUNICIPAL CORPORATION MEDICAL COLLEGE

The North Delhi Municipal Corporation (North DMC) had approved the establishment of the North DMC Medical College with 50 seats in the Hindu Rao Hospital, Malka Ganj, New Delhi vide Resolution Number 46 dated 16-08-2012. In this Resolution 68 of posts of teaching faculty were created by the Corporation, including 18 Professors, 18 Associate Professors and 32 Assistant Professors.

To fill up these vacancies, an advertisement was given in newspapers on 17-12-2012. Interviews for 64 posts were held from January 28 to February 1, 2013. A total of 278 candidates applied for the interview. After an analysis of the shortlisted candidates and those who appeared for the interview the following situation has emerged:

1. For 32 posts advertised for Assistant Professors, candidates were interviewed & shortlisted. However, analysis of results revealed that shortlisted candidates in departments of Community Medicine & Forensic medicine if selected will not be considered as faculty for the current academic session by the MCI as they are already working elsewhere for this academic session. Therefore these 02 posts need to be advertised again and one post of Asstt. Professor Dentistry to be advertised for the first time so that minimum requirement for permission by MCI can be fulfilled.

2. In case of Associate Professors the situation is more difficult. Out of 18 posts advertised, 48 candidates applied. However, the analysis revealed that shortlisted candidates in 11 departments namely Anatomy, Biochemistry, Pathology, Microbiology, Pharmacology, Medicine, Surgery, Obstetrics and Gynecology, Padiatrics, Anaesthesia, & Orthopaedics, if selected, will not be considered as faculty for the current academic session by the MCI as they are already working elsewhere for this academic session. Therefore these 11 posts need to be advertised again in the departments mentioned above, so that minimum requirement for permission can be fulfilled.

3. In case of Professors the situation is very difficult. Out of 18 posts of Professors advertised, only 2 candidates appeared for interview. Only one candidate is eligible. The Main reason for candidates not applying for the post of Professor was that the maximum age limit was fixed at 62 years as per CHS eligibility condition. But for contract job in North DMC Medical College only retired Professors will prefer to apply. For this it is important that their age limit is increased to 70 years, as MCI permits this age limit for Medical Colleges. Since this is a very unique situation and Professors are unlikely to be available before retirement, it is proposed that the age limit for applying for the faculty professor post may be increased to 68 years so that a Professor can work
for two years up to the age of 70 years. If this relaxation is not given then, it is unlikely that any candidate will be available for the post of Professor on contract and the North DMC Medical College will not start till regular selections are made through UPSC. This will take more than a year resulting in no possibility of starting a Medical College for another few years. This will deny opportunity to 50 students to get admission in a Medical College from the current year itself.

4. As per the guidelines of Medical Council of India, post of Dean is a mandatory requirement to be fulfilled from the senior Professors fulfilling the laid down criteria.

In view of this analysis following proposals are submitted before the Corporation through Standing Committee for approval:

A. Three posts of Assistant Professors may be advertised again in the departments of Community Medicine, Forensic Medicine & Dentistry. Out of those candidates in the remaining posts who appeared for the interview, only those candidates may be shortlisted who are not working in any Medical College so that MCI does not object at the time of inspection of the letter of permission stage.

B. Eleven posts of Associate Professors in the Departments of Anatomy, Biochemistry, Pathology, Microbiology, Pharmacology, Medicine, Surgery, OBGY, Pediatrics, Anesthesia, & Orthopedics may be advertised again. Only in case of Surgery, the shortlisted candidate who is already working in a Medical College may be shortlisted as there are two posts in this discipline and one post is being re-advertised to select a candidate who is not working in any Medical College.

C. Six posts of Professors may be re-advertised besides additional 11 posts of Professors may be created in lieu of 11 Associate Professors so that in case Associate Professors are not available, the Professors can fill up the gap and MCI recognition is not delayed. These in lieu post will be for one year.

D. The age limit for induction of Faculty may be increased to 70 years so that they can be inducted up to the age of 68 for two years as per MCI notification dated 17-09-2010.

E. The post of Dean and one post of Assistant Professor Dentistry may be created and filled up as per existing guidelines.

F. Due to this readjustment an additional financial implication of Rs. one crores per year will need to be approved.

G. The budget provision exists under head of account XL-iv-A-a-III.

Addl. Commissioner (Finance) &
Chairman Medical College Project Committee
North Delhi Municipal Corporation
For Commissioner
mayank_sh@hotmail.com
Item No. 105: — Assignment of unique Property Identification CODEs (UPICs)/issue of UPIC Cards and Property Tax Passbooks u/s 125 of the DMC Act with the AIM to Streamline Tax Collection.

Ref: — Reforms under JNNURM to Strengthen the Financial Base of Municipal Bodies and Augment Resources.

Commissioner’s letter No. F. 33/A&C/NDMC/572/C&C dated 6-3-2013.

Section 125 of the DMC Act stipulates for the Municipal Corporation(s) to mandatorily assign Unique Property Identification Codes (UPICs) by which premises or parts thereof shall be known which shall be notified for permission, license or for payment of any tax or for payment of any dues for any service and for such other purposes as may be prescribed. UPICs are required for maintenance of Municipal Assessment Book u/s 124 and are also sine qua non for a Computerized Property Tax System. However as obtaining UPIC and quoting the same correctly for Property Tax returns and payments have not been made mandatory on the property owners/occupiers/persons liable to pay property tax as well, the Municipal Corporation has not been able to complete the task.

Assigning UPIC also requires that all properties have premises numbers allotted and displayed so that an address is easily locatable and unique. But in many places in Delhi, premises have no number and in some places the premises numbers are not unique. Section 327 deals with naming and numbering of premises and stipulates that the Commissioner may determine the number or sub-number by which any premises or part of such premises shall be known and cause such number or sub-number to be fixed to the side or outer door of such premises or to some place at the entrance of the enclosure thereof. While no person shall destroy, remove, deface or in any way injure or alter any such name or number or sub-number put up or painted u/s 327 by order of the Commissioner, there is no penal provision for violating Section 327 and to compel the property owners/occupiers to obtain such number or sub-number of any premises or part of such premises as well as ensure that it is mandatorily displayed at a prominent location of that premise.

The North Delhi Municipal Corporation has been recently carved out of MCD. It needs to create and maintain a separate demand register for maintenance of Municipal Assessment Book u/s 124 and Demand & Collection Register. This shall be successful only when every tax property/vacant land/building is uniquely identified more so from the point of tremendous urbanization and renovation/expansion of old buildings that the city has witnessed. Requirement of quality of database also demands that UPIC should be assigned with proper documentation as to the property including the particulars materially relevant for determination of Annual Value (AV) of that property.

Though the 3D GIS data of DSSDI Project of the Delhi Government projects the number of dwelling units (DUs) to be approximately 40 lacs, but the erstwhile MCD collected property tax only from about 10 lacs assessable properties. Tagging of satellite data has not been completed. The data of properties as per DSSDI data base obtained from GSDL shows about 16 lacs dwelling units (DUs) under the jurisdiction of North Delhi Municipal Corporation (NDMC). Analysis of said data reveals many duplications and has various deficiencies making it not suitable for ready use for property tax purposes. The Deptt. of IT, GNCTD has also been asking MCD to validate the DSSDI data. More over prudence demands that DSSDI data should be verified before tagging with data in the Property Tax System and issuing notices to the properties not in the taxnet.

Verification can be done only through a door to door survey keeping the data obtained from DSSDI as base. During such survey apart from verification, properties data materially relevant for property tax (and for other municipal purposes) can be captured real time and online, UPICs allotted on the spot to all properties and units there in. To achieve the same there is need require the property
owners/occupiers/persons liable to pay property tax to furnish all information as required u/s 123A and 175 read with section 172, get premises numbers allotted and displayed as u/s 327 wherever required and to obtain /quote UPIC u/s 125 in dealing with the Municipal Corporation.

Under the Income Tax Act, 1961, it is mandatory for a tax payer to obtain Permanent Account Number (PAN) for which he applies (with supporting documents of identity and address) along with processing fee and Income Tax Department issues PAN card and there is provision of penalty of Rs. 10,000/- for not/wrong quoting of such PAN in IT Returns. This PAN applies to wealth tax and has been adopted by various other tax administrations-sales tax (now VAT), service tax, central excise, and customs, revenue department for sale/purchase of properties, loans from banks, opening bank accounts and the scope is increasing day by day.

Following the successes of these tax administering departments, there is an imminent need to make compulsory for the property owners/occupiers to obtain UPIC Number u/s 125 for properties and to quote UPIC for permission, license or for payment of any tax or for payment of any dues for any service and for such other purposes, as may be prescribed. To achieve all the above, it is proposed that the North Delhi Municipal Corporation resolves, stipulates and mandates that:

1. Obtaining and quoting of UPIC will be compulsory for all-by the Property Owners/Occupiers/Persons liable to pay property tax presently in the tax net as well as for those who are not in the property tax net of the Municipal Corporation. Property Owners/Occupiers/Persons liable to pay property tax shall apply in a prescribed form for assignment of UPIC for a building (or unit there in or a part there of) or vacant land to the Assessment and Collection Department and a UPIC allotment letter and/or UPIC Card (and/or a Property Tax Passbook) will be issued.

2. Every person shall correctly quote the UPIC while filing the Property Tax Returns and paying property tax whether manually or online. Ever person shall, while making any communication in writing to the Corporation on any matter under any provision of the Act, quote the said UPIC, in addition to the address of the property for which such communication is made.

3. Where any person has failed to obtain UPIC (before the date as notified by the Corporation) or quoted no/wrong UPIC (once a UPIC has been allotted for a property) may be liable to consequences as per the DMC Act and any relevant bye law made there under.

4. The Assessor & Collector is authorized to devise a UPIC scheme and to allot UPIC to all properties in the jurisdiction of the Municipal Corporation. For this service of assigning UPIC and issue of UPIC Card (or a Property Tax Passbook), the Municipal Corporation may notify a fee to be charged and collected from all Property Owners/Occupiers/Tax Payers. A fee may also be prescribed for issue of duplicate UPIC Card (and/or a Property Tax Passbook).

5. A Committee comprising of the Assessor & Collector, the Chief Town Planner, the Engineer-in-Chief and the Deputy Commissioner of respective zone is authorized to devise a scheme for numbering a premises/building/unit in or part of building u/s 327 where a property is not already numbered and to allot a number (including alphabets) to all such properties in the jurisdiction of the Municipal Corporation. Such number will be either painted or a metallic number plate will be affixed on such building. For these services the Municipal Corporation will notify a fee to be charged and collected from such Property Owners/Occupiers.

[ 107 (N) ]
The Committee is also authorized to recommend name and number any new colony in Delhi which has not yet been notified by MCD as well as classify such colony in A to H Category as per the highest neighboring category formula so that all colonies are classified and allotted codes by the Commissioner under the bye law 13(5) of the DMC (Property Taxes) Bye Laws, 2004. The Assessor & Collector may take help of other departments and agencies while notifying such colonies.

The Municipal Corporation may appoint agencies to survey all properties in its jurisdiction and to issue and affix premises numbers u/s 327 (where a premise is not numbered/ uniquely & easily identifiable) and to assign UPIC u/s 125 and issue UPIC Card (and/or a Property Tax Passbook).

Once the survey process commences, then it shall be the compulsory for all persons to quote UPIC for permission, license or for payment of any tax or for payment of any dues for any service and for such other purposes, as may be prescribed and including Birth/Death Certificate, Trade License/Factory License/Health License, Old Age Pension/ Other Financial Benefits, Transfer Mutation of Properties, Civic Services in Colonies, Admissions in Schools run by the Municipal Corporation.

The Commissioner is authorized to take all steps those may be required for accomplishing the tasks u/s 327 & 125 of the Act in a time bound and effective manner.

Commissioner has the powers to call for all relevant information under sections 123A/172/175 of the DMC Act from the owners/occupiers/taxpayers of such properties/vacant plots for purposes of assignment of UPIC which can be invoked for the survey required and North Delhi Municipal Corporation shall carry out a special door to door survey for allotment of UPIC for all properties and vacant land in its jurisdiction. Such survey and registration of premises/vacant plots/buildings shall be conducted by an agency, selected through an open tendering process, and the outcome shall be as under :

1. That each building/vacant land or part thereof shall be checked with the DSSDI database already provided by GSDL to the A&C Deptt. for verification of addresses, owner’s/ occupier’s and any other spatial and non-spatial attribute of the property. All attributes of a property materially relevant for determination of Annual Value and computation of property tax of that property shall be captured. Any documentary evidence required or made available by the occupier shall be recorded and mentioned.

2. That each property/vacant land shall be given a UPIC u/s 125 for purposes of payment of property tax and reference number for obtaining various services from the Municipal Corporation or other agencies.
   a. A UPIC Card and a Property Tax Passbook which shall have records related to all taxes paid by the property owner/occupier/tax payer in a single document as well as assessment details done from time to time.
   b. That UPIC Card photocopy shall be mandatory while getting various services from Municipal Body/Other Agency.

3. In case in any colony/buildings does not bear any premises numbering u/s 327, the same shall be assigned and marked after due approval from the Competent Authority.

4. Premises number/sub number assigned u/s 327 shall be for the purpose of enabling assigning UPIC u/s 125 only and shall have no bearing on subdivision/amalgamation/ registration/ownership of that property under the DMC Act or any law of the land and shall continue to vest with the Competent Authority as per law. That UPIC numbering is being invoked only for the purposes of streamlining identification of property tax payers and proper management of records thereof in the benefit of all stakeholders.

Briefly, the appointed agency(ies) will do door to door survey of properties where it will capture the photographs of the properties and the owners/occupiers, capture all material parameters of the properties relevant for determination of their annual values, relationship of owner/occupier vis-a-vis incidence of tax, compute the annual values, allot the UPICs and serve the print outs of all such details so
captured on the spot itself to the owners/occupiers. This is possible with various hand held devices (programmed to that effect), tablets and even with mobiles along with printers attached thereto. If such devices are GPS enabled, the date captured on the spot can be transferred in real time to the PTax server in the Data Centre. Without any need of data entry, formal legal notices showing annual values and computing taxes payable by owners/occupiers can be issued from the back-end office on the following day after entering such demands in the Demand & Collection Registers. The Municipal Assessment Book as required under the DMC Act will also be automatically created. The appointed agency may also be asked to match the UPICs with the Building IDs allotted under the DSSDI Project.

To achieve the above, the North Delhi Municipal Corporation will engage agencies an agency selected through an open tendering process as per the terms & conditions and scope of work as per the draft RFP at Annexure ‘X’.

The matter is placed before the Municipal Corporation through the Standing Committee as an item of Urgent Business.

ANNEXURE ‘X’

TENDER NOTICE

No. : NDMC/A&C/UPIC/Tender/001 Dated : …../…./2013

TENDER TO ENGAGE SERVICES OF AN AGENCY FOR CREATING DATA BASE OF ALL PROPERTIES AND ALLOCATING UNIQUE PROPERTY IDENTIFICATION CODE (UPIC) U/S 125 OF THE DMC ACT WITH THE AIM TO STREAMLINE TAX COLLECTION.

North Delhi Municipal Corporation invites sealed tenders under two envelopes system from eligible persons for a comprehensive door to door survey of lands and buildings in the municipal jurisdiction capturing all the details and parameters of those properties which are relevant for levy and collection of property tax and other municipal dues, assigning and allotment of UPICs (u/s 125 of the DMC Act), issuing of UPIC cards, computation of Annual Value (AV) of the properties and properly tax there on, issuing of Properly Tax Passbooks, assigning of premises number and fixing of metallic plate containing the premises number (u/s 327 of the DMC Act) where ever the premises are not numbered, and creating of database of all properties in the existing Properly Tax Application and Server with the aim to streamline tax collection. The survey will use the DSSDI properly data as base and will validate and update the same. The survey will be such that the data and images will be captured on the spot using GPS enabled handheld devices and UPIC, A V and ptax will be known and served to the owners/occupiers then and there. The T&Cs of the tender and the Project are contained hence forth. The schedule shall be as follows :

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Date &amp; Time for the Sale of Tender Document</td>
<td>Till 1500 HRS</td>
</tr>
<tr>
<td>Pre Bid Meeting</td>
<td>At 1100 HRS</td>
</tr>
<tr>
<td>Last Date of Submission of Tender Documents</td>
<td>Till 1100 HRS</td>
</tr>
<tr>
<td>Date of Opening of the Technical Bid</td>
<td>At 1200 HRS</td>
</tr>
<tr>
<td>Date of Opening of Financial Bid</td>
<td>The date of opening of financial bid will be intimated to the technically qualified bidders in due course.</td>
</tr>
</tbody>
</table>

Interested parties may submit their tender documents along with requisite earnest money and other documents as mentioned in the prescribed tender Documents, which can be obtained from the office of the Assessor & Collector, North Delhi Municipal Corporation on the requisition against a payment of non-refundable Tender Document fee of Rs. 5,000/- only.

Sd/-

[ 109 (N) ]
Date:

To,

The Commissioner,
North Delhi Municipal Corporation,
Delhi.

Subject:— Technical Bid—Tender to Engage Services of an Agency for creating data base of all Properties and Allocating Unique Property Indentification Code (UPIC) U/s 125 of the DMC Act with the AIM to Streamline Tax Collection.

Sir,

1. We, the undersigned, having carefully examined the tender offer to participate in the same, in full conformity with the said tender and all the terms and conditions thereof.

2. We agree to keep the tender valid for a period of 180 days from the date from the date of opening of technical bids, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

3. We agree to bear all costs associated with the preparation and submission of its Proposal and contract negotiation.

4. We are submitting this proposal singly/as a consortium/JV consisting of …………………… and we have attached relevant documentations with the proposal.

5. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal at any time without assigning any reason thereof.

6. We declare that the information provided by us is true and accept that any misleading information may lead to our disqualification.

7. We have enclosed towards EMD a Bankers Cheque/Demand Draft No. ……….. dated ……….. drawn on ……… for Rs ……………… that has been enclosed with this letter.

8. That the tender documents were purchased vide receipt number…………………… dated ……….. (copy enclosed). That no downloaded tenders shall be accepted if they have not been physically purchased before the due date.

Signature

Designation

[110 (N)]
**TECHNICAL BID**

**PART- I**

TO BE SUBMITTED IN ORIGINAL BID DOCUMENT REQUIRED FOR TECHNICAL BID AS PER THE TENDER & SHOULD BE KEPT IN SEPARATE SEALED COVER SUPERSCIBING "PART-I–TECHNICAL BID--"TENDER TO ENGAGE SERVICES OF AN AGENCY FOR CREATING DATA BASE OF ALL PROPERTIES AND ALLOCATING UNIQUE PROPERTY IDENTIFICATION CODE (UPIC) U/S 125 OF THE DMC ACT WITH THE AIM TO STREAMLINE TAX COLLECTION".
North Delhi Municipal Corporation (hence forth mentioned as NDMC or Municipal Corporation) invites sealed tenders under two envelopes system from eligible persons (hence forth mentioned as bidder/tenderer/Agency as the case may be) for a comprehensive door to door survey of lands and buildings in the municipal jurisdiction of NDMC capturing all the details and parameters of the properties which are relevant for levy and collection of property tax and other municipal dues, assigning and allotment of UPICs (u/s 125 of the DMC Act), issuing of UPIC cards, computation of Annual Value (AV) of the properties and property tax there on, issuing of Property Tax Passbooks, assigning of premises number and fixing of metallic plate containing the premises number (u/s 327 of the DMC Act) where ever the premises are not numbered, and thus creating of database of all properties in the municipal jurisdiction of NDMC in the existing Property Tax Application and Server with the aim to streamline tax collection. The survey will use the DSSDI property data as base and validate and update the same during the process of comprehensive door to door survey of lands and buildings. The survey will be such that the data and images will be captured on the spot using GPS enabled handheld devices and UPIC, AV and Ptax will be known and served to the owners/occupiers then and there. Hence forth and along with other related requirements called the Project.

As per North Delhi Municipal Corporation, technology driven solutions to the Project are affordably available in India one of them may be Tab based solution for survey of properties and allotment of UPIC using Tablet enabled with 3G and GPS based, Bandwidth 5MB-10MB dedicated required for communication between server and tab, Pocket/portable Bluetooth Printer enabling surveyor to print on the spot the data captured and a Server for real-time integration. Such tab base application software must have features like High availability, De-duplication, Integration with printer and integration with Online PTax Application.

The Project may be different from similar projects in other cities in the context that the 3D GIS map, data and application already exist with M/s. GSD Ltd of Govt of National Capital Territory of Delhi (GNCTD) as part of its DSSDI project. The DSSDI data available has been found not complete enough to use them directly for expansion of property tax revenue with coverage of more than 95% and collection efficiency of more than 95%. More over North Delhi Municipal Corporation intends to do away with manual filing of Ptax returns and collection of Ptax though keep using its existing Online PTax Application (www.mcdpropertytax.in) . The DSSDI property data projects about 16 to 23 lakh dwelling units in the municipal jurisdiction of NDMC. But the dwelling units used in the DSSDI and for that matter in Census are not necessarily the assessable units for property tax as per the DMC Act, 1957 and the DMC (Property Taxes) Bye Law, 2004. And hence, this Project. As per Assessment & Collection Deptt’s estimates there may be about 10-12 lakh assessable units of properties (buildings and vacant lands or parts thereof) in NDMC. There may be about 2-3 lakh assessable units of properties which may need premises number/subnumber.
A. BIDDING CRITERIA AND ESSENTIAL PRE-REQUISITES:

1. ELIGIBILITY CRITERIA: For the purpose of this Tender, bidders can be a proprietorship firm, partnership firm, limited partnership firm, private limited company or public limited company or any business entity registered in India and in order to support this, the bidders has to be registered under the same name with any tax authority or import export code or bank account in name of the bidders or any other legal registration document. Single entity as well as consortiums is eligible for bidding. Consortiums are also allowed to bid and any one of the consortium members can be the lead partner. A Government PSU can also participate in the bid subject to that condition that it is fully legally and financially autonomous and operate under commercial law. No post tender stage consortium will be allowed.

2. CONSORTIUM: A consortium may comprise of individuals, proprietorship firm, partnership firm, private limited company, public limited company or a registered business entity and there can be a maximum of three members in a consortium. The consortium can form a JV to execute the Project. The consortium members can form a SPV or a new business entity to implement the project in the pre tender stage. A consortium undertaking/agreement duly signed by the participating individuals/firms/companies has to be attached with the tender documents. Lead member of the consortium must be specifically mentioned. The JV/SPV can nominate representative(s) to carry out discussions/negotiations with NDMC for this purpose. Only one offer shall be accepted from one organization. No organization or individual can be a part of more than one consortium. The Consortium, if approved for award of contract, must remain unchanged during the currency of the Contract.

3. MANDATORY CRITERIA: Offers of only those bidders (the consortium members may meet the mandatory criteria jointly) shall be shortlisted which furnish a Solvency Certificate from the bank with which it maintains its account, have Turnover of more than Rs. 10 crore in each of last three financial years (FYs 2009-10 to 2011-12) with profit in all these years and must have work experience as under:

3.1. Have implemented at least one project involving door to door survey of properties, or assessment and collection of tax/license fees or a GIS project, for any government department/authority or any Municipal Body in India duly supported by letter from that government department/authority or/and municipal body. Such project must have not less than 5 lakh units and involving amount not less than Rs. 5 crore.

3.2. Showcase in a Process flow document on how the Project shall be implemented effectively and the modalities of the same.

3.3. Should be able to demonstrate the capacity and expertise to carry out the Project.

3.4. The Bidder may have to deploy an appropriate technology to measure the plot area, and floor wise covered area (including basements and mummities) of properties. This must be specifically mentioned and explained in the Technical Bid.

3.5. Should be able to demonstrate live the proposed solution with functionalities as outlined in response to the requirements in the Technical Bid Documents on the date of evaluation of the technical bids. Separate time shall be given to bidders for the same and they have to come fully prepared at the appointed day and time.

3.6. Non fulfillment of the above said criteria shall result in rejection of technical bids. Any rejected technical bid shall not be eligible for participation in evaluation of financial bids.

3.7. Submission of any documents about projects not related to work experience in similar projects as outlined above will not be material for short.listing and technical evaluation and may also render the bid liable to be rejected.

3.8. As the project is highly specialized in nature, even if one bidder qualifies in the technical bid evaluation process, its financial bid shall be opened and work may be awarded.

3.9.
4. **EARNEST MONEY DEPOSIT** : The tender should be accompanied with Earnest Money of Rs. 1,00,00,000/- (Rupees one crore only) as a Demand Draft/Pay Order payable at Delhi in favour of Commissioner, North Delhi Municipal Corporation. Any tender document without the Earnest Money Deposit (EMD) shall be summarily rejected.

4.1. The earnest money of unsuccessful bidder shall be refunded on request by the bidder within 3 months of issue of Letter of Intent (LOI) to the successful bidder. The unsuccessful bidders have to send a written request to that effect. The earnest money shall not carry any interest on any account whatsoever and in any circumstance.

4.2. The successful Bidder will be intimated about the acceptance of his/its Bid. Hence, no enquiry in this regard be made at any stage by the Bidders and no enquiry in this regard shall be entertained by the Municipal Corporation

4.3. The Earnest Money will be forfeited on account of one or more of the following reasons:—

4.3.1. Bidder withdraws the proposal during the validity period specified in tender (no bidder is allowed to withdraw the proposal once submitted).

4.3.2. Bidder does not respond to requests for clarification of its proposal,

4.3.3. Bidder fails to provide required information during the evaluation process,

4.3.4. Bidder resorts to unethical practices or any practice that may mar the chances of rival bidders in the form of sudden complaints/RTI’s/Newspaper reporting about competing bidders post the phase when the tender has been published.

**B. BID SUBMISSION INSTRUCTIONS** :

5. **VALID TENDER DOCUMENT** : Only those tender documents which have been either physically purchased from the A&C Deptt., North Delhi Municipal Corporation after making the necessary payments of Rs. 5000/- per document (and in such a case accompanied by photocopy of the G8 Receipt along with the technical bid) or downloaded from MCD website, www.mcdonline.gov.in (and in such a case accompanied by a separate draft / pay order of the amount of tender document i.e. Rs. 5,000/- only payable at Delhi in favour of Commissioner, North Delhi Municipal Corporation along with the technical bid) shall be considered in the evaluation process.

6. **ENVELOPES** : Tender shall be deposited in a sealed cover super scribed by “TENDER TO ENGAGE SERVICES OF AN AGENCY FOR CREATING DATA BASE OF ALL PROPERTIES AND ALLOCATING UNIQUE PROPERTY IDENTIFICATION CODE (UPIC) U/S 125 OF THE DMC ACT WITH THE AIM TO STREAMLINE TAX COLLECTION”, containing two sealed envelopes, one for ‘Technical Bid’ and another for ‘Financial Bid’, duly super scribed—Tender Name, Technical Bid/Financial Bid & Opening Date and Name/Address of the bidder to ensure that the documents are returned at correct addresses for unsuccessful bids.

6.1. **Part I—Technical Bid Envelop** : It must consist of the following components duly indexed:

- **Section A**—Cover letter with Demand Draft/Pay Order of EMD amount and a letter of authorization for the person signing the proposal.

- **Section B**—Work experience of the bidder as mandatory criteria, Financial strength (TO & profit in last 3 FYs), Technical Strength (qualifications and experiences of key personnel who will be directly involved in execution of the tender).
Project), It is desirable to have a GIS expert, an accredited surveyor, a town planner (may be on contract basis), a software programmer & such other members in the Project Team of the selected Bidder) with adequate experience.

- **Section C**—Registration and Related Documents of all JV members / consortium members, if applicable.
- **Section D**—Technical Response to the Scope of Work (showing understanding of the SoW of this RFP, proposed do what & do how), Standard Operating Procedures to execute the Project in the field, broad Project Management Plan, duration of Project, Milestones, Deliverables, Service Levels for SLA & etc.
- **Section E**—Any other information that the Bidder may deem fit and relevant to the Project.

6.2. The technical proposal has to be bound together and relevant sections flagged for easy cross referencing. Beside the hard copy of the Technical Bid, the bidder must also submit a soft copy of the same technical bid in a CD super scribed ‘Technical Bid’ and signed and kept in the envelope containing the hard copy of the technical proposal. The envelop must be super scribed ‘Technical Bid’ and have Tender Name, Technical Bid & Opening Date and Name / Address of the bidder mentioned to ensure that the documents are returned at correct addresses for unsuccessful bids. Any financial information in technical bid shall result in rejection of bids.

6.3. **Part II—Financial Bid Envelop**: It must cover a letter duly typed on the letter head of the bidder and give rate quote (taxes extra as applicable) as desired in the financial bid document. The prescribed table for finance bid must be strictly adhered and any extra component to be quoted to charge must be separately indicated. All applicable taxes must be mentioned by the bidder since it shall be the responsibility of the bidder to comply with all statutory taxation requirements. The Financial Bid must contain the financial quotations against each and every line item of the Project as well as the expected payment schedule. The line items in the table for Financial Bid in the RFP are mere indicative. The financial values and payment schedules contained in the agreement with the selected bidder will only be final. The financial bid should contain the total amount both in figure and words duly typed and not in hand writing with transparent tape affixed on the amount. There must not be any interlineations, erasures, over-writing, alterations, additions, etc in the financial bid. The Financial Bid must be placed in a separate envelop and sealed and super scribed “Financial Bid” and Tender Name, Financial Bid and Name / Address of the bidder mentioned to ensure that the documents are returned at correct addresses for unsuccessful bids.

6.4. The Technical Bid & the Financial Bid must be put separately in different envelopes and sealed separately. Both the bids may further be sealed together in another envelop with Tender Name, and Name / Address of the bidder mentioned there on.

6.5. Any financial information in technical bid shall result in rejection of bids.

7. **CONFLICT OF INTEREST AND RELATED DISCLOSURES**:

7.1. The bidders should provide professional, objective and impartial service and hold the Municipal Corporation’s interest paramount.

7.2. The family members of any employee of NDMC or any other Municipal Corporation in Delhi should not be associated with the bidders.
7.3. The bidders should not have been convicted under anti corruption policy of Government of India/Government of NCT of Delhi/NDMC and blacklisted by them. If ever blacklisted, the information with brief facts of such instances must be disclosed up front in the Technical Bid.

8. SUBMISSION PROCEDURE: The duly filled tender should either be submitted by hand or sent by registered post (which shall be valid only if received before the due date and time as mentioned in the bid documents).

8.1. Tender form should be clearly filled in ink in capital letters/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.

8.2. Any interlineations, erasures, over-writing, alterations, additions, etc. shall not be allowed in the tender document as well as in subsequent documents in any manner. However they exist in the documents, will disqualify the Tender unless such interlineations, erasures, over-writing, alterations, additions, etc are legibly attested and signed by the bidder before submission of the bids.

8.3. That the document (all pages) must to be signed by an authorized signatory of the bidder and a letter of authorization should be attached with the proposal.

8.4. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the tender shall be at Bidder’s own risk and may be liable for rejection.

8.5. No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

8.6. Bidders shall submit their Proposals at the office address on or before the last date and time for receipt of proposals mentioned in the tender documents.

9. REJECTION OF BIDS: That the North Delhi Municipal Corporation reserves the right to reject any/all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The Municipal Corporation may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

9.1. Made misleading or false representations in the tender reply or documents in support of mandatory criteria.

9.2. Submitted a proposal that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality its tender shall not be considered.

9.3. Failed to provide clarifications related thereto, when sought;

9.4. Any delay in receipt of tender documents through post/courier shall render the tender invalid. Telegraphic/fax/e-mail tender etc shall be summarily rejected.

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9.5. Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. Any effort by the bidders to influence NDMC for examination/evaluation of proposal during the post technical bid opening date may result in rejection of bid of such bidders.

9.6. The Technical Bid proposal shall not include any financial information. A Technical Bid proposal containing financial information shall be summarily rejected.

9.7. Any superfluous documents/document not related to the mandatory criteria may result in rejection of such bids. All participating bidders are clearly instructed to attach only those documents which are relevant to the scope of work/mandatory criteria as specified in the tender document and not any other work.

9.8. Any bidder found indulging in malicious campaign or disinformation campaign against any official of the Municipal Corporation or any other bidders either directly or through third parties, at any time during the post tender publishing date, shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the Municipal Corporation.

9.9. Any frivolous news reporting/complaints against any official of the Municipal Corporation or any other bidders during tender evaluation process as well as project execution phase shall result in rejection of bids, if such news is prima facie found to be sponsored by one of the competing bidders or outside associate thereof with the intention of damaging prospects of competitors. That such bidder with vested motives shall also be blacklisted by the Municipal Corporation.

9.10. During the tender process, sudden appearance of complaints/media reports against any Municipal Official/Participating Bidders shall result in rejection of bid of any entity or any person or outside associate of a bidder is prima facie found to be involved in such activities to hamper prospects of other competing bidders.

C. SCOPE OF WORK AND EVALUATION PROCESS:

10. OVERVIEW OF THE WORK: Property tax is a major source of revenue to Urban Local Bodies (ULBs). With institutional and regulatory reforms emanating from the 74th Constitutional Amendment Act (CAA 1992); additional administrative and fiscal functions have devolved to local authorities. In response to growing revenue needs for financing infrastructure, municipal services, and other amenities, the North Delhi Municipal Corporation has initiated reforms to further improve the performance of its fiscal management and in particular, the Property Tax collection and accounting. With the aim to provide more “Efficient, Convenient & Transparent” services to Property tax payers using Information & Communication Technologies (ICT) platform, the North Delhi Municipal Corporation intends to invite a solution from a competent and professional agency which can help create a comprehensive database of all properties within its Municipal Jurisdiction after physical survey of each property to ensure proper collection of taxes and target tax defaulters amalgamated in a centralized demand register and maximize the number of properties which can be brought under the Property Tax net. This authentic baseline data shall be relied upon by the Municipal Corporation for taxation purposes immediately and in days to come. This is necessitated on account of trifurcation of erstwhile MCD into three entities and hence North Delhi Municipal Corporation needs to have its own Assessment Book and Demand & Collection Register (D&CR) organized scientifically. The overall scope of work and procedure to carry out the same for this Tender can be discerned as set out in the beginning of this document and from the Preamble/Resolution
passed by the Municipal Corporation to enable the Project. (A copy of the Preamble/Resolution is attached with tender documents for reference of bidders). However, the scope of work in is outlined as under:—

10.1. **Field Survey Work Of Each Property/Vacant Land**—This shall include physical survey of each property/vacant land and recording relevant and material parameters for assessment of property tax payable by a particular unit (a copy of property tax guide is attached with tender documents for reference of bidders). That the assessment shall be done by the officials of the Municipal Corporation on the basis of these inputs. The role of the agency is to collect the data real time on the spot in tablets or any other suitable device in the proforma and manner to be decided by the Municipal Corporation. The devices should be GPS enabled and programmed to meet their requirements of NDMC in full. The scope includes determination of the Annual Values (AVs) of the properties or parts thereof, amount of taxes as per the Tax Schedule of the year of survey, assigning of UPICs, assigning of premises numbers and fixing of metallic plates containing such numbers (only in cases where the premises or parts thereof are not (uniquely) numbered and serving the prints out of all such information captured during the survey to the occupants of those properties. It is desirable that the plot area, plinth area on the ground floor, covered space floor wise including the basements, ground floor and subsequent floors along with respective, use, occupancy, age and structure type are captured as accurately as possible. The scope in this section is outlined as under:—

10.1.1. The survey shall include all properties (residential/commercial/industrial/institutional/government and government depts (both Central & state)/vacant plots or buildings etc). Even the properties which are dedicated to public use or exempted from property tax (Section 115 & 119 of the DMC Act) will be enumerated and details captured.

10.1.2. The DSSDI data to be provided by M/s. GSD Ltd. will be the base for the survey.

10.1.3. This process may involve several rounds of interactions/follow-ups with the properties owners/occupiers etc and ensuring proper coordination in colonies on the date of survey. The data collection may involve working at odd hours/holidays since working couples may not be available at normal office work timings. The costs for survey have to be computed keeping these factors in mind while preparing the response in the financial bid documents.

10.1.4. The Municipal Corporation shall ensure that the staff of Property Tax Department and if necessary support of Police is there for coordination to ensure that enforcement is done within that time frame.

10.1.5. A colony wise survey schedule shall be worked out with the Municipal Corporation which shall be published in advance in newspapers/other modes of publicity to ensure proper response from property owners/occupiers on the given date and time.

10.1.6. That for each property having multiple floor/units, floor/unit wise assessment has to be made with remarks for tenants/commercial usage etc., if any.

10.1.7. The costs for stationary/photography/transport etc in this survey has to be borne by the selected Agency. However, it shall be responsibility of the property owners/occupiers that they shall provide photocopy of all the supporting documents to the survey team at their own cost. While surveying properties, the following documents may be used for address proof—any government owned utility bill, MTNL Telephone Bill, LIC Policy Document, any Government Document to be provided by the owner/occupant. The documentation has to be most simplified to avoid any inconvenience to...
persons. The address will however be captured in the manner that must get integrated with the E-Gov project of the Municipal Corporation and create a proper RDBMS in the existing Online Property Tax System. If the need be, the address field in the existing Online Property Tax System shall have to be converted to suit the final requirement of the Project by the selected Agency without any additional charge to the Municipal Corporation.

10.1.8. The source of information may be owners/occupiers or in case of non occupied properties/plots, neighbors or colony guards etc or any other source as deemed fit by the selected Agency subject to approval by the Nodal Officer.

10.1.9. The survey work shall include filling a property tax survey form (a sample PTR [Property Tax Return] form used by the Municipal Corporation is enclosed for reference and bidders are free to improvise on the same). The selected Agency shall discuss the said topic with the Municipal Corporation and finalise the same. The data captured must be seamlessly integrated with the existing Online PTax System so the data captured on the spot is transmitted to the PTax Server, that UPIC allotted, AV determined and Tax computed by the Online PTax System are received by the tablet or any other suitable device used by the Agency. All these must be achieved without any separate and manual data entry in the Online PTax System. The successful execution of the Project may necessitate devising and programming a new UPIC algorithm in the Online PTax System and in such case and in any case the old UPIC, new UPIC and the DSSDI building IDs and unit IDs must be linked and processing possible of any of the IDs.

10.1.10. It shall be the liability of the property owner/occupier/tax payer to furnish the correct information during the survey process for allotment of UPIC. That the contents of the survey are based on the self assessment/self declaration and information provided by the owner/occupier/tax payer/legal representative of the owner and the bidder shall not be liable for any wrong information on non-spatial data since the basis of survey shall be self assessment/self declaration. However it is desirable that spatial data i.e. the plot area, plinth area on the ground floor, covered space floor, use, occupancy, age and structure wise are captured as accurately as possible. The Agency may have to deploy an appropriate technology to measure the plot area, and floor wise covered area (including basements and mummities) of properties. Errors of address making a property not easily identifiable by the officials of the Property Tax (Assessment & Collection) Deptt of the Municipal Corporation shall NOT be tolerated and while no payment will be made to the Agency for such data, the Agency may be liable for damages as per the Agreement.

10.1.10.1. In case the owner/occupant is present then the information filled in the survey form shall be on the basis of self declaration provided by the owner/occupant at the time of the survey and the survey form shall be signed by him/her along with contact landline/mobile number, if any. One copy of filled in form will also be provided to the owner/occupant.

10.1.10.2. In case the owner/occupier/tax payer is not present at the time of survey, survey of such properties from outside and take note of data given by sources as approved by the Municipal Corporation and mention the reference of the information provider for such unattended properties in the survey form. In such case a defaulter list shall be prepared which shall be published online by the Municipal Corporation and such
persons shall have to come in person to the Central Data Processing Station to comply with all requirements related to the Project within 7 days or else the assessment done by Municipal Corporation shall be final and binding. That the Municipal Corporation/Agency appointed on its behalf shall in no way be responsible for any errors in data as the basis is self declaration/self assessment.

10.1.11. In addition during survey of each property, details of properties which have commercial/ professional activities have to be recorded in the survey form along with the covered area under such occupation.

10.1.12. Any form without property photograph shall be summarily rejected and will not be considered for payment to the Agency. Photographs of properties must be such that the properties are identifiable (with UPIC or Premises numbers). Photograph of one occupant with name and other identifying information may also be captured. Photographs of properties should be linked with all their relevant and material parameters and AVs and various property IDs mentioned before.

10.1.13. The Agency are expected to deploy an appropriate technology to measure the plot area, and floor wise covered area (including basements and mummies) of properties. The measurement may be done from the outer area of the property and parts such as balcony / staircase etc may be approximate to meet the purpose of property tax. An error of ± 5% (max) in the total covered area of a property may accepted as cent percent accuracy may not be possible and may not be economical. The tolerance of limit of error must be clearly brought out by the bidders in the Technical Bids as it will form part of service level agreement (SLA) and liquidated damages (LD). Fine tuning of the area shall be carried out by the Municipal Corporation at a later stage as the primary output of survey shall be to increase tax payer base with special focus on various types of properties hitherto not in the taxnet.

10.1.14. The survey data generated, over and above real time transfer to the PTax Server, shall be handed to the Municipal Corporation on continuous basis (interval, details, format and media to be decided with the selected Agency) to the Nodal Officer/ authorized officer thereof.

10.1.15. Each data collected has to be scanned and database created in excel sheet or other format as mandated by Municipal Corporation in the Agreement document. This must be compatible to and capable of easy seamless integration with the Database of the existing PTax Online System - [www.mcdpropertytax.in](http://www.mcdpropertytax.in).

10.1.16. Each data set will have to be matched with 3D GIS DSSDI data wherever possible and also with utility connection on the property in question. A sample joint verification exercise may be carried out by the Municipal Corporation and the selected Agency for this purpose.

10.1.17. The Agency shall have to train 2 Master Trainers for a period of 30 days who shall be employees of the Municipal Corporation to ensure proper management of the records generated during the survey process.

10.1.18. The Agency shall suggest and carry out any other activity/deliverable(s) as may be deemed essential to accomplish the overall object of the Project. This may be highlighted by the Bidders in the Technical Bid and quoted in the Financial Bid.
10.2. PROPERTY TAX PASSBOOK & UPIC CARD:

10.2.1. A property passbook (for purposes of keeping records of property tax paid against a particular property along with its UPIC number) needs to be issued to each property owner. It is up to the bidders/selected Agency to suggest the data fields and other functionalities which can be incorporated in the passbook in the interest of the Municipal Corporation. The passbook should help in maintaining at least 10 years of taxation records. The passbook must be properly laminated and have a plastic cover to ensure its long life. Each passbook will bear alphanumeric serial number.

10.2.2. Property Passbook is only for municipal taxation purposes and is in no way be a proof of ownership of the property and in no way legalizes any unauthorized construction etc in the property/plot under consideration.

10.2.3. UPICs have to be allotted to all the properties and UPIC allotment letters (or/and cards) issued owners or occupiers of those respective properties. Type of UPIC card should be mentioned in the Technical Bids and cost thereof should be quoted in the Financial Bids.

10.2.4. Few samples of proposed UPIC card and PTax Passbook must be enclosed along with the Technical Bids.

10.2.5. The work related to issue of passbook and customization of UPIC Card shall be done centrally at the Central Data Processing Station which shall be provided by the Municipal Corporation to the selected bidder and the same shall be issued and delivered by courier/speed post to the applicant.

10.2.6. Also it will be responsibility of the selected Agency that there has to be facility in the Central Data Processing Station and in the Online Property Tax System that all entries are online which can be viewed by the property owner/occupant/taxpayer any time.

10.3. ALL RESPONSIBILITY FOR NUMBERING AS MAY BE REQUIRED U/S 327 OF THE DMC ACT IF ANY SUCH PREMISES IS NOT PROPERLY NUMBERED—Numbering of the premises or buildings and parts thereof as stipulated U/s 327 of the DMC Act is to be carried out only in such localities and such premises which are not (uniquely) numbered so that address of a property becomes unique and the property is easily identifiable. This may be required in some unauthorized colonies and villages within the municipal limits. It is not possible for the Municipal Corporation to list or quantify such localities or premises. Metal plates containing the assigned premises numbers have to be affixed as per section 327 of the Act. Alternatively painting of the premises numbers on the premises may be adopted by the Municipal Corporation. Such additions may have to be added to existing databases of Online Property Tax System and DSSDI.

Few samples of premises number plates (stainless steel) with numbers embossed must be enclosed along with the Technical Bids. The Financial Bids must contain quotes for both premises number plates and writing of premises number on the conspicuous part of the premises or part thereof.
10.4. **OTHERS :**

10.4.1. 9.1.1. In the technical bid documents, the participating bidder should also suggest a publicity plan to ensure 100% coverage of properties during the survey process. The costs for publicity which will be decided by the the Municipal Corporation shall be borne by the Municipal Corporation.

10.4.2. Optional services which the bidder may want to provide in the survey may be suggested but their adoption / implementation would be subject to approval by the Municipal Corporation.

10.4.3. It must be noted that while all the information and data regarding this project, to the best of its knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and NDMC holds no responsibility for the accuracy of this information and it is the responsibility of the bidders to check the validity of data included in this document. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the Municipal Corporation responsible for non understanding/misunderstanding of the scope of work. Bidders are free to visit any property tax office independently to understand how people come and pay property tax manually at various counters of the Municipal Corporation. The process is fully in public domain and no separate information shall be given to any bidder by the Municipal Corporation on this account. Prospective bidders may walk through the PTax Online Application at www.mcdpropertytax.in or may visit any office of the A&C Deptt for such a walkthrough of the Application.

10.4.4. The prospective bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions of Delhi in general and the areas within the jurisdiction of the North Delhi Municipal Corporation in particular. No dispute regarding the local and surrounding conditions – geographical or political - shall be entertained by the Municipal Corporation. The Municipal Corporation shall only endeavor to make the conditions as congenial and favourable for carrying out the Project as possible within its power under the DMC Act.

10.4.5. Each bidder is free to suggest actions on part of the Municipal Corporation to ensure that UPIC usage can be increased across various functionalities so that maximum properties are brought within the scientific classification system during the survey process.

10.4.6 DELETED

11. **PRE BID MEETING :** The Municipal Corporation may convene a pre-bid meeting to address any Tender related queries but only those bidders who have physically purchased the tender document before the Pre Bid Meeting Date are eligible to participate in the meeting.

11.1. In addition, it is made clear that the Municipal Corporation shall entertain only those questions which have been submitted in writing on the letter head of participating bidders duly received in the Municipal Corporation at least 5 working days in advance to the pre bid meeting.

11.2. No questions other than that submitted in writing shall be entertained at the time of pre bid meeting.
11.3. Each bidder must mention the receipt number of tender documents and the correspondence for email while submitting queries on their letter head for the pre-bid meeting. Amendments necessitated as a result of the pre-bid meeting or otherwise shall be made available on participating bidders through email only. Amendments if any will become part of the NIT and tender T&Cs of the RFP. It shall be the responsibility of the bidders to fine tune their proposals incorporating the amendments so communicated through the email.

11.4. The Municipal Corporation shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the email.

11.5. That the Municipal Corporation shall not be responsible for communicating any amendments as a result of the pre-bid meeting through phone or post.

11.6. No extension of deadline for submission of bids shall be granted as a result of queries during the pre-bid meeting.

12. **TECHNICAL BID EVALUATION**: Technical bid shall comprise of all papers related to format for tender assessment duly filled along with supporting documents and required earnest money. Based on evaluation of the Tender Documents, only those bidders, who are technically qualified having relevant work experience, would be considered for selection to implement the project. The Municipal Corporation may, at its discretion, call for additional information from the bidder(s). Such information has to be supplied within the prescribed time frame, otherwise the Municipal Corporation shall make its own reasonable assumptions at the total risk and cost of the bidders and the proposal may be rejected. Seeking clarifications cannot be treated as acceptance of the proposal. The Municipal Corporation reserves the right to verify any information submitted in the tendering process. As the project is highly specialized in nature, even if only one bidder is qualified in the Technical Bid evaluation process, the same shall be considered and approved. Financial Bids of only technically qualified bidders shall be opened and negotiations may take place with the selected bidder(s).

13. **WEIGHTAGE FOR TENDER EVALUATION**: A bidder shall be selected from amongst the responsive Tenders on the basis of assessment of firstly the most technically sound and then the economically advantageous Tender.

13.1. **Technical Bid Evaluation**—Technically unqualified bids shall not be considered or opening of the financial bid and financial evaluation process. The percentage of marks distributed for technical bid shall be as under:

13.1.1. 25 Marks for meeting the mandatory criteria

13.1.2. 25 Marks on the documentation and process flow diagrams of the submitted proposal

13.1.3. 40 marks for the standard operating procedures to rollout the project and live demonstration by any participating bidder, should they wish to do the same and how they intend to cover the scope of work in jurisdiction of NDMC. This shall include logistics/manpower/publicity/tools for data collection etc.

13.1.4. 10 marks for presentation and question/answers before the Tender Committee from selected bidders. Those bidders whose tender is found responsive to the needs as outlined in the tender shall be given a separate time for such deliberations.
13.1.5. As this exercise shall have influence for decades on the financial decisions of Municipal Corporation, hence utmost importance shall be given to the technical bid documents.

13.1.6. The minimum qualifying marks for consideration of financial proposal is 70.

13.1.7. Detailed Technical Evaluation Matrix shall be readied by the Municipal Corporation and read out on the day of opening of the Technical Bids.

13.1.8. As the project is highly specialized in nature, even if one bidder qualifies in the technical bid evaluation process, its financial bid shall be opened and work may be awarded.

13.2. **Financial Bid Evaluation:**

13.2.1. Before opening the financial bids, the Technical Scores awarded to the bidders shall be read out and while opening the financial bids the amounts quoted therein shall be also be read out.

13.2.2. The Lowest complete financial quotation from among the technically qualified short listed bidders shall be eligible to be declared as successful bidder.

13.2.3. Payment will be made to the selected Agency only for error free data accepted by the Municipal Corporation and for scope of work completed as per the Tender Document/Contract. Billing for payment may be calendar month-wise.

D. **BID—TIME LINES :**

14. **TENDER OPENING :** Tender shall be opened in the presence of intending bidders/their representatives, who may like to be present at that time. In case Tender opening date is declared HOLIDAY, Tender shall be received and opened on next working day at the same time specified in the NIT (Notice Inviting Tender). On the given date, first the technical bid envelop shall be opened and all proposals with valid EMD shall be accepted for scrutiny. The financial bids shall be opened of only technically qualified bidders for which a separate date and time will be fixed and intimated to the technically qualified bidders if not already announced. Municipal Corporation will be at liberty to change the dates, times and venues of opening of Technical bids and Financial bids however such changes shall be notified on the MCD website and intimated to the bidders on the email addresses provided by them in the bids.

15. **VALIDITY OF OFFERS :** Proposals shall remain valid for a period of 180 days from the last date of submission of Bids. The Municipal Corporation reserves right to reject a proposal valid for a shorter period as non-responsive. The Municipal Corporation may solicit the bidders consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit (EMD). A bidder granting the request will not be permitted to modify its Proposal.

16. **GESTATION PERIOD :** The selected bidder shall also get a maximum gestation period of 90 days from the date of issue of work order post signing of the agreement to set up the necessary infrastructure to commence the implementation of the project. No extension of gestation period shall be allowed except for force majeure clause or non fulfillment of Conditions Precedent. The gestation period shall be used to draw the implementation schedule, publicity campaigns, soft launch and fine tuning the implementation process, compatibility with the existing PTax Online System, pilot run if planned by the selected Agency.
17. **CONDITIONS PRECEDENT** : That the date of the commencement of the project shall become effective and binding on the selected Agency from the data of issue of work order, provided however the following conditions are fulfilled by the Municipal Corporation to go ahead with the project:

17.1. All administrative approvals are granted/ due publicity given/ office space allocated/ coordination committee is notified and Nodal Officer is appointed along with the public notice for effective implementation of the project as per the tender documents.

17.2. **Non Compliance of Conditions Precedent** : It is agreed that, if the above preconditions are not met within 30 days from the date of such agreement, then the Municipal Corporation shall, at the option of the selected Agency, complete all such required approvals by extending the time limit by another suitable duration as both parties may decide collectively.

18. **TIME PERIOD** : That the successful bidder shall have to complete the Project work within 18 months from the date of award of work order excluding the gestation period as mentioned in the Clause 16 of the Tender Document. The timing of completion is the essence of this Project. That the Commissioner may under special circumstances extend the prescribed time period of the project/scheme.

E. **REVENUE MODEL** :

19. **REVENUE MODEL** : The Municipal Corporation after approval of this tender may specify service charges/other transaction charges for the scope of work which shall be paid for by the property owner/occupier/tax payer or representative thereof. Such charge if applicable may be for issue of UPIC cards, PTax Passbooks and Fixing of metallic premises number plate or painting of such premises number. The service charge per property shall be recovered by the selected Agency from property owner/ occupier/tax payer or representative thereof either Direct Payment in cash/DD or electronic payment in a given bank account at approved bank branches or other approved locations or Online payment through Credit/Debit Cards or at other approved locations or DD payment at special registration camps. The Municipal Corporation has the right to expand the payment options for ease of property owners. That either the Municipal Corporation or the selected Agency shall not be responsible for payment made to unauthorized persons or cash payments made at places other than notified locations or any person.

19.1. That it shall be the responsibility of the selected Agency issue receipts (specific receipts bearing names and logo of both NDMC and Agency have to be designed, and printed by the Agency for such use, receipt books and receipts will bear alpha numeric number and properly accounted) to collect the charges and to deposit the charges collected with the specified Treasury of the Municipal Corporation under the head specified by the Municipal Corporation and to maintain all records of payments for audit of the same.

19.2. That the Municipal Corporation reserves the right to moderate the prices and assign differential rates for different categories of properties during negotiation with the successful bidder(s).
20. **NEGOTIATIONS** : DELETED

21. **PERFORMANCE GUARANTEE/SECURITY DEPOSIT** : That the Municipal Corporation shall open a new bank account which shall be used exclusively for Security Deposit Management. That 10% of all payments (minus Service Tax/minus TDS and other statutory taxes as applicable) to the selected Agency shall be deposited in the Security Deposit Account for each transaction.

21.1. That the entire performance security shall be refunded after 6 months of completion of the Project by the Agency or termination of the contract by the Municipal Corporation (subject to deduction of payments which may be applicable on account of non-performance in such an event) and on request made by the Agency.

22. **LIQUIDATED DAMAGES** :

22.1. The Agency shall ensure error free processing of all data. In case of any negligence or error in processing a given data, the Agency shall have to rectify the same within 15 days of the error being brought to the notice of the Agency by the Municipal Corporation. If the bidder fails to rectify the error within 15 days of the error being brought to the notice of the implementing agency, then Municipal Corporation shall impose on the successful bidder a damage @ 5% of amount payable by the Municipal Corporation per week or part thereof of delay for correction of given data. The maximum damage however will not exceed 25% of the amount payable by the Municipal Corporation for given data. No payment will be made for data with error(s), data not corrected and data not accepted by the Municipal Corporation. That at any point of time any consequential damages / liabilities shall not be applicable to the implementing agency.

22.2. Other damages during the currency of the Contract and after determination thereof will be as per the Service Level Agreement (SLA) between the parties.

22.3. If the Agency fails to complete the entire work before the scheduled completion date or the extended date or if the Agency repudiates the Contract before completion of the Work, the Municipal Corporation may without prejudice to any other right or remedy available to the Municipal Corporation as under the Contract recover from the Agency, as liquidated damages and not by way of penalty a sum as specified in Service Level Agreement (SLA). The Municipal Corporation may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Agency in its hands (which includes the Agency’s right to claim such amount against Agency’s Bank Guarantee) or which may become due to the Agency. Any such recovery or liquidated damages shall not in any way relieve the Agency from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract. Delay not attributable to the Agency will be considered for exclusion for the purpose of computing liquidated damages.

23. **INTELLECTUAL PROPERTY RIGHTS** : Any/all Intellectual Property Rights (IPR) owned by the Agency or its sub-contractor(s) prior to the execution date and/ or applied for prior to the execution date (herein after referred to as “pre-existing IPR”) shall strictly vest with the Agency or its sub-contractor(s) as the case maybe and the Municipal Corporation shall have no right whatsoever on
such IPRs. Similarly any/all Intellectual Property owned by the Municipal Corporation prior to the execution date and/or any IPR applied for prior to the execution date (herein after referred to as “pre-existing IP”) shall strictly vest with the Municipal Corporation and the Agency or its sub-contractors shall have no right whatsoever on such Intellectual Property. But after the execution date the Municipal Corporation shall exclusively own/have rights/title and have right in perpetuity to use all Intellectual Property and data that:

(i) are newly created and developed by the Agency or its sub-contractors during execution of this Contract and/or for the exclusive use of the Municipal Corporation or primarily in connection with the Municipal Corporation’s Assets;

(ii) was developed exclusively or primarily for the conduct of the Municipal Corporation’s Project or in connection with the Municipal Corporation’s Assets;

(iii) arose from funding by the Municipal Corporation, or exclusively or primarily for the benefit of/the conduct of, the Municipal Corporation’s Project or in connection with the Municipal Corporation’s Assets.

The Agency or its sub-contractor(s) shall ensure that while it uses any software, hardware, processes, documents or materials in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/third party and the Agency shall keep the Municipal Corporation indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or misuse/breach of terms of contract or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights Agency or its sub-contractor(s) as per the terms of the indemnification clause.

24. INFORMATION SECURITY:

24.1. The Agency or its agents/sub-contractor(s)/Team/representatives/employees etc shall not carry any written/printed document, layout diagrams, Compact Discs, floppy diskettes, hard disk, storage tapes, and/or any other storage devices media or any other goods/material either proprietary to Municipal Corporation or otherwise, into/out of Datacenter Sites of the Municipal Corporation and Municipal Corporation’s Locations without prior written consent and written permission from the Commissioner.

24.2. The Agency or its agents/sub-contractor(s)/Team/representatives/employees etc shall not under any circumstance whatsoever destroy any unwanted documents, defective tapes/media present at the Datacenter Sites of the Municipal Corporation and Municipal Corporation’s Locations on their own. All such documents, tapes/media shall be handed over to the Municipal Corporation.

24.3. The Agency or its agents/sub-contractor(s)/Team/representatives/employees etc shall follow the Information Security Policy of the Municipal Corporation. Access to Corporation’s data, Systems, Email and Internet facility by the Agency or its agents/sub-contractor(s)/Team/ representatives/employees etc, at any of the Datacenter Site of the Municipal Corporation and Municipal Corporation’s Location shall strictly be in accordance with the security and access policies set/laid down by the Municipal Corporation.

24.4. The Agency shall, upon termination of this agreement for any reason, or upon ending of the term of the contract or upon demand by the Municipal Corporation, whichever is earliest, return any and all information provided to the Agency by the Municipal Corporation or by any third party in connection with this Contract, including any copies or reproductions, both hardcopy and electronic.
25. CONFIDENTIALITY:

Confidential Information

All information (whether written/tangible or oral/Intangible) furnished by the Municipal Corporation or any third party to the Agency or its Representatives/employees/agents, in connection with this Contract, and all analyses, compilations, studies or other information documents or materials prepared by Agency or its Representatives/employees/agents etc, in relation to information obtained by the Agency in connection with and under the purview of this Contract shall be considered Confidential Information.

Terms of Confidentiality

(i) The Agency (on behalf of itself and its Representatives/agents/employees):

(a) acknowledges the confidential and proprietary nature of the information;
(b) shall keep the information confidential and will not without the prior written consent of the Commissioner, NDMC, disclose any information to any person (including, without limitation, any member of the media, or any other individual, corporation, partnership, limited liability company, Government agency, or group) in any manner whatsoever, and
(c) shall not use any information other than for the purpose contained within the contract terms.

(ii) The Agency shall be responsible for any breach of confidentiality by any of its employees/agents/representatives.

26. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES:

The Agency shall undertake not to make any press announcement or publicize the Contract or any part thereof in any way, except with the prior written consent of the Commissioner and to take all reasonable steps to ensure that its employees/agents/sub-contractors/representatives/professional advisors and consultants comply with Confidentiality Clause of this Contract.

F. BID-ROLES AND RESPONSIBILITIES:

27. NODAL OFFICER:
The Commissioner, North Delhi Municipal Corporation shall appoint a Nodal Officer within one week of issue of work order for coordinating with all stakeholders to provide all assistance in implementation of the said project.

28. SUPPORTING INFRASTRUCTURE TO BE PROVIDED TO THE SELECTED AGENCY BY THE MUNICIPAL CORPORATION:
The Municipal Corporation shall provide all support and enforcement to help execution of the Project for the period of contract and all approvals etc as may be required for execution of the said project. This shall include but not limited to the following:—

28.1. Nodal Officer:

For all assistance and approvals/removal of hindrances required to rollout the project successfully. This shall include but not limited to coordination with different stakeholders, issue of NOC (No Objection Certificates), Public Notice, Intimation to Properly Tax Payers/Municipal Employees/Police/District Administration/RWA's etc, Security of men and materials For the successful implementation of the Project etc

28.2. Publicity:

Regular publicity will be undertaken during the currency of the Project and the cost will be borne by the Municipal Corporation. Publicity will be sole decision of the Municipal corporation, and anything whatsoever related thereto will NOT be defense of the Agency for any short coming in the successful execution and completion of the Project.
28.3. **Coordination with Police/Stakeholders/RWA’s**—The Municipal Corporation will do within its power to maintain coordination with the local police stations/stakeholders, if so required.

28.4. **Public Notice** Municipal Corporation will publish public notices at regular intervals about project schedule/registration charges etc. at its own cost.

28.5. **Sharing of Existing Database** : The Nodal Officer shall ensure that in case a property is already registered with the Municipal Corporation, its data is made available in advance to the Agency so that minimal time is taken while surveying, allotting UPIC and creating the database (as part of SoW) to such properties. This will include the DSSDI Data on/ and any other database.

28.6. **Central Data Processing Station in the Municipal Corporation Premises** : Separate Office space with civic infrastructure (furniture for data warehousing and electric supply and internet or leased line connection) for management of the data that is generated during the survey process. The data delivered as enshrined in the SoW will be stored in and be part of the Online Property Tax System.

28.7. **Field Data Verification** : It shall be the responsibility of the Municipal Corporation staff (accompanying the survey team) to verify an excel sheet of all properties surveyed on that particular day. A format for reporting shall be given to the successful bidder after the work order is issued.

28.8. **Time Bound Verification Of Submitted Data At Central Data Processing Station, If Any**— That is shall be the responsibility of the Municipal Corporation, if so required, to verify the data within 15 days of submission of the data for any discrepancies, if any. If no deficiency is pointed out within 15 days of submission of that data, it shall be automatically deemed that no such deficiency exists. However the Agency will be duty bound to entertain any request for correction if the same is brought to its notice during the currency of the contract.

28.9. **Enforcement**—Municipal Corporation will provide for enforcement against defaulters/mosters or those who hinder the work within its power. If any representative of Agency is hindered in any manner from carrying out survey or there is any obstruction to survey work, the Municipal Corporation may get FIR registered in the concerned police station under relevant sections of IPC. The Municipal Corporation shall not be responsible for safety and security of the personnel and properties of the selected Agency or its representatives directly or indirectly involved in the Project.

28.10. **Safety & Security of Submitted Data At Central Data Processing Station**— All data submitted by the selected Agency shall be the responsibility of the Municipal Corporation and the Municipal Corporation shall maintain necessary arrangements for the same. However the selected Agency shall also be liable for safe keeping of data after submission of the data at the Central Data Processing Station till the completion of the Project or conclusion of the Contract. The Agency shall handover all data collected or generated during the Project to the Municipal Corporation and shall not retain any data with it. It shall neither deliver the data to any entity (with or without any commercial consideration) nor use the data for any commercial purpose.

28.11. **Coordination Committee Meet**— Municipal Corporation shall hold one Coordination Committee meeting in the first week of every month.

[ 129 (N) ]
28.12. **Integration with existing e-governance system shall be the joint responsibility of the Municipal Corporation and the Agency.** The Municipal Corporation has already got running Online Property Tax Application software which shall be used with improvisations for managing the data generated during the Project.

29. **SERVICES OF THE SUCCESSFUL AGENCY:** The successful bidder i.e the selected Agency has to provide as under:—

29.1. The Agency shall deploy and provide such qualified and experienced personnel and also infrastructure as are required to perform the services under the Project, including all related expenses like stationary, transport, telecom, boarding, lodging, audit etc. The Municipal Corporation will provide only space, electricity, telephone and internet connection for smooth operation of the Project at one of its offices without any charge to the Agency during the currency of the Contract. Such facility provided by the Municipal Corporation shall be exclusively used for carrying out the Project only.

29.2. The Agency shall abide by all conditions as specified in the tender documents.

29.3. The Agency shall perform the survey and carry out its obligations under the Contract with due diligence and efficiency in accordance with generally accepted professional standards and practices.

29.4. A Dedicated Project Manager shall be permanently designated for interaction with the Nodal Officer. He/she shall be assisted by a Deputy Project Manager who can coordinate in absence of the project manager.

29.5. The Agency shall assist the Municipal Corporation in undertaking publicity campaigns for proper information to stakeholders and suggest ways and means to ensure 100% coverage of Project.

29.6. The Agency has to assist the Municipal Corporation with one dedicated person to handle RTI queries related to the project at their own cost.

29.7. The Agency shall hold monthly meetings with the Nodal Officer of the Municipal Corporation and update on progress of the work.

29.8. The Agency shall undertake all statutory tax compliances. All taxation and other Governmental Statutory Compliances shall be the liability of the Agency. For every transaction Service Tax as applicable and TDS/TCS as applicable has to be deducted and deposited with the Competent Authority. That for tax compliance purposes, all accounts related to the Project have to be maintained properly and tax compliance information furnished to the Nodal Officer, as and when required.

29.9. It shall be the responsibility of the Agency to transfer the hard copy/scanned copy of the data on continuous basis to the Nodal Officer of the Municipal Corporation or an officer designated by him. That an excel sheet bearing UPIC number of survey data shall be printed and receiving taken on the same.

29.10. The Agency shall be responsible for generation of UPIC Number/issue of Property passbook/UPIC/ID Plate to the owner/occupant.

29.11. The field survey team shall move only in specifically designed vehicles and each employee shall have proper ID Cards and Dress Code during conduct of the survey process. Each vehicle shall be accompanied by a supervisor of the Agency who shall have a mobile phone for communication purposes.
29.12. The Agency is free to coordinate with any stakeholder to expedite the survey process/Project.

29.13. The Agency will manage a 3 seat call center to handle citizen related queries and have a dedicated number for the same. This number shall be given due publicity by the Municipal Corporation. This shall be operational from 9 am to 6 pm for the duration of the Project on all working days.

29.14. That the publicity campaign shall be devised and suggested to the Municipal Corporation for execution. Public Relations exercise has to be undertaken at regular intervals to ensure proper support of property owners/occupiers etc.

29.15. A representative of the Agency shall attend coordination committee meeting.

30. COORDINATION COMMITTEE: That a coordination committee (headed by the Nodal Officer of this Project) consisting of representatives of the Municipal Corporation/other Government Agencies and the selected Agency shall be constituted to address any issue that may arise during implementation of the Project and resolve all issues through mutual discussions and in good faith. That the said Coordination Committee shall have the powers to improvise the UPIC Scheme/Project functionalities in due course of time and such suggestions can be added as improvements in the Agreement and such decisions subject to approval of the Commissioner shall deemed to have been approved by the Corporation. Such recommendations with due approval of the Commissioner shall be binding on the selected agency. The views of the selected agency on such suggestions shall always be invited during the deliberations.

G. WORK ORDER/AGREEMENTS/Others:

31. WORK ORDER: The Letter of Intent (LoI) shall be issued to the approved bidder within 15 days of approval of the finalization of Tender within the Municipal Corporation to which the Letter of Acceptance (LoA) from the approved bidder must be received within 15 days there from. The work order (PO) may be issued within 15 days of receipt of LoA from the selected agency pending signing of the Contract Agreement. In such a case the Contract Agreement will be executed within 1 month of issue of PO.

32. AGREEMENTS: An agreement would be executed simultaneously along with the issue of work order to ensure successful working of the system between the Municipal Corporation and the bidder/consortium selected to implement the Project that would also define the terms and conditions for completion of the Project in a time-bound manner, SLA and Project milestones and payments schedules. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act/rules/ regulations/ bye laws hereafter made and shall have an arbitration clause in the agreement. That the tender document and outcomes of all negotiations with the selected bidder shall form a part of the agreement. Amendments/additions may also be necessitated on account of Coordination Committee deliberations.

33. SUCCESSOR BODY: That if there is a change in the constitution of the implementing agency, its successor body shall be bound by the agreement during its tenure.

[131 (N)]
34. **DATA TRANSFER TO MUNICIPAL CORPORATION**: That all bidders/the selected Agency accept and agree to hand over the entire data/records generated during the survey process to the Municipal Corporation on a weekly basis.

35. **EXCLUSIVITY**: The selected Agency shall have exclusive right for the implementation of the said project for the time period as defined above and no agreement or arrangement permitting such activities by any other party shall be entered into with any other party during the concession period by the Competent Authority. However, North Delhi Municipal Corporation may distribute the work amongst two bidders to expedite the data collection process.

36. **FORCE MAJEURE**: The selected Agency shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism/cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteories, fire or explosion, strike, embargo put by the Government or any Court of Law/threats from anti national elements/political protests against the project or extortion from anti social elements, theft, loot or any other situation not envisaged at the time of formulation of this project/tender. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party’s performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

37. **TERMINATION OF CONTRACT**:

37.1. The Municipal Corporation may at any time terminate the Contract by giving written notice to the Agency, if it becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company.

37.2. The contract may also be terminated due to non-performance of selected agency during execution of Project. In such case the Municipal Corporation shall intimate the selected bidder in writing about all issues where performance is below the expected level or is not satisfactory and the selected bidder shall be given 90 days to rectify the same. Failure to rectify the same shall result in termination of the contract. That a part of the Security Deposit may be deducted to the extent of non performance, if any which shall be duly decided by the Coordination Committee or the Commissioner.

37.3. That Security Deposit shall not be invoked in case of force majeure situations and the contract shall not be terminated for failure to discharge responsibilities due to force majeure situations.

37.4. That no consequential damages shall be payable by the either parties upon termination of the contract, except for penalties deducted from the performance guarantee.

38. **DISPUTE RESOLUTION**: During the subsistence of this Contract or thereafter, in the event of any dispute, claim, question, or disagreement arising out of or in relation to this contract, disputes between the Parties shall include, without limitation of the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, shall endeavour to settle such dispute amicably between the parties and/or by Conciliation between the parties. The decision of the Commissioner in respect of such dispute will be final and binding on both the parties. Settlement or conciliation will be as may be agreed to between the Parties or to be governed by the Arbitration and Conciliation Act, 1996.

[132 (N)]
The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives to the other Party a thirty (30) days notice in writing, to refer the dispute to arbitration. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 which shall be held at Delhi and shall be governed by the substantive laws of India.

All disputes will be settled in the Courts in Delhi.

For interpretation of any clause in the Tender or project functionalities during project execution phase, the interpretation of the Commissioner, North Delhi Municipal Corporation shall be final and binding.

39. CONTINUANCE OF THE CONTRACT DURING DISPUTE RESOLUTION: Notwithstanding the fact that settlement of dispute(s) / arbitration (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

40. UNDERTAKING: I/we have gone through the tender documents and accepted all the terms and condition of the tender and bound by the conditions given in the document as well as scope of work. That we agree that only the technically best tender shall be selected for financial evaluation and since the project is highly specialized in nature, even if one bidder qualifies in the technical bid evaluation process, its financial bid shall be opened and work shall be awarded. That we agree that L1 from amongst qualified bidders may be rejected if the Tender Committee feels that the response to tender is not qualified enough for the selected bidder to execute the Project on the ground.

Seen and accepted. Signature of the Authorized Signatory

(With Office Rubber Stamp)
## FORMAT FOR TENDER ASSESSMENT

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>NAME OF THE ORGANISATION WITH ANY ONE REGISTRATION DOCUMENT</td>
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<tr>
<td>2.</td>
<td>CORRESPONDENCE ADDRESS</td>
</tr>
<tr>
<td>3.</td>
<td>CONTACT MOBILE NUMBER AND EMAIL ID</td>
</tr>
<tr>
<td>4.</td>
<td>NAME OF PERSON(S) TO BE CONTACTED FOR CLARIFICATION</td>
</tr>
<tr>
<td>5.</td>
<td>PROJECT IMPLEMENTATION PLAN AS PER THE TENDER DOCUMENTS (ENCLOSED)</td>
</tr>
</tbody>
</table>

Certified that the information given above are correct to the best of my/our knowledge.

**SIGNATURE OF AUTHORIZED SIGNATURE WITH SEAL :**

**DATE :**

[ 134 (N) ]
Date:

To,

The Commissioner,
North Delhi Municipal Corporation,
Delhi.

SUBJECT:— Financial Bid—Tender to Engage Services of an Agency for creating Data Base of all Properties and Allocating Unique Property Identification Code (UPIC) U/s 125 of the DMC act with the AIM to Streamline Tax Collection.

Sir,

1. We, the undersigned, having carefully examined the referred tender offer to participate in the same, in full conformity with the said tender and all the terms and conditions thereof and are quoting the costs exclusive/inclusive of service tax which shall be levied as applicable from time to time.

2. TDS and any other tax on the amount paid by the Municipal Corporation shall be deducted and deposited in Govt Treasury on monthly basis and TDS payment details along with TDS certificates will be furnished to the Nodal Officer.

3. We understand Municipal Corporation is not bound to accept any proposal it receives, not to give reason for rejection of any proposal and that it will not defray any expenses incurred by us in bidding.

4. We understand that Municipal Corporation has the right to enter into negotiations for offered prices from any bidder who is considered to be eligible as per tender documents.

Signature________________________________________
Designation______________________________________
FINANCIAL BID

PART- II

TO BE SUBMITTED IN ORIGINAL BID DOCUMENT REQUIRED FOR FINANCIAL BID & SHOULD BE KEPT IN SEPARATE SEALED COVER SUPERSCRIBING ‘PART II— “FINANCIAL BID — TENDER TO ENGAGE SERVICES OF AN AGENCY FOR CREATING DATA BASE OF ALL PROPERTIES AND ALLOCATING UNIQUE PROPERTY IDENTIFICATION CODE (UPIC) U/S 125 OF THE DMC ACT WITH THE AIM TO STREAMLINE TAX COLLECTION”.

[ 136 (N) ]
ON COMPANY LETTERHEAD

To,

The Commissioner,
North Delhi Municipal Corporation,
Delhi.

SUBJECT :— Financial Bid—Tender to Engage Services of an Agency for creating Data Base of all Properties and allocating unique property Identification Code (UPIC) U/s 125 of the DMC act with the AIM to Streamline Tax Collection.

Dear Sir,

With reference to the invitation to Bid No. …………………… Dated …………………… for the above-mentioned tender, we hereby offer our unit rates as per the scope of work mentioned in the bid documents. We understand that the North Delhi Municipal Corporation is not bound to accept the lowest offer and reserves the right to reject any or all offers without assigning any reason. The financial rates are detailed as under (the bidders are free to provide this information in a supplementary sheet):

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Value in Figures (Excluding Service Tax &amp; Any Other Taxes As Applicable)</th>
<th>Value in Figures (Excluding Service Tax &amp; Any Other Taxes As Applicable)</th>
<th>Value in Figures (Excluding Service Tax &amp; Any Other Taxes As Applicable)</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Charge per Entry of survey for UPIC Allotment including computation of AV &amp; Ptax, service to occupier and populating and integrating with Online PTax System as per the Scope of Work in the tender documents.</td>
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<td>2.</td>
<td>Charge Per Premises Number/ Sub Number U/s 327</td>
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<td>3.</td>
<td>Charge for preparing, issue and service of UIPC Card per UPIC</td>
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<td>4.</td>
<td>Charge for preparing, issue and service of PTax Passbook per Passbook</td>
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<tr>
<td>5.</td>
<td>Charge for preparing and fixing of metallic premises number per plate</td>
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<td>6.</td>
<td>Charge for writing premises number on conspicuous part of the premises or prat thereof per premises number</td>
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<td>7.</td>
<td>Any Other Charges (specify)</td>
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</table>

[137 (N)]
The entire project has to be implemented on turnkey basis and the administrative, operational (transport which may increase on account of increasing fuel bills/boarding/lodging/publicity and PR costs/ document station/scanning/database update/accounting and tally software account management costs, training of master trainers for record management, all scope of work in the bid etc) costs would be provided by the successful bidder and hence must be factored in the Financial Bid. As the project duration is for 18 months, inflation factor for transport/manpower/repeat data collection etc must be kept in mind while bidding for the proposed project. We have satisfied ourselves and carefully perused the terms and conditions of the bid documents/specifications and we hereby confirm to provide turnkey services on your behalf. We also understand that you will not accept those Bids, which are not in conformity to the prescribed terms and conditions. Thanking you,

Signature of Authorized Signatory With Seal :

Date:

NEW CASES

Item No. 106 :— Grant of perpetual tenancy right in respect of tenements constructed in Azadpur and Dhaka Colonies under the Low Income Group Housing Scheme introduced by the Govt. of India, Ministry of Works & Housing in the year 1954.

Resolution No. 37 of the Wards Committee (CLZ) dated 1-3-2013.

Resolved that the following resolution moved by Ms. Reema Kaur and seconded by Sh. Arving Garg be referred to Corporation through Standing Committee for approval :—

1. Whereas it is a fact that our Country is a welfare State. Thus the social philanthropy is bound to be reflected in the schemes and policies formulated by the Gavt. of India for the welfare of the Society especially with reference to the weaker sections comprising of Safai Karamcharies, SC/ST/OBC and other poor families.

2. Whereas in order to redress the housing problems of the weaker sections of the Society including the low paid employees, the Govt. of India had introduced a Scheme known as “Low Income Group Housing Scheme”. The Central Govt. instituted State-wide incentive by way of allowing 80% loan assistance under Clause 8 of the Scheme, to build houses for the poor and low paid employees.

3. Whereas it is a fact that the erstwhile Delhi Municipal Committee, understanding the needs of homeless low paid employees had adopted the aforesaid Scheme vide Item No. 1310 which was placed before the Executive and Finance Sub-Committees (equivalent to the present Standing Committee) and in an Ordinary meeting (equivalent to the present Corporation Committee) on 27-4-1955. The Committee in its official preamble had completely collectively and wholly had agreed to the provision laid down in Clause 8 of the Scheme.

[ 138 (N) ]
PART ‘B’

**Item No. 121** :— Regarding increasing the (enrolment) numbers of children studying in Municipal Schools of North Delhi Municipal Corporation.

Resolution No. 33 of the Education Committee dated 12-2-2013.

Resolved that the following resolution moved by Sh. Mahesh Chand Sharma and seconded by Ms. Sunita be referred to the Standing Committee for approval :

Whereas, it has been decided by the Education Committee of the Municipal Corporation of Delhi that in those primary schools where nos. of students studying in them is less than responsibility of the principal and teachers of that school be fixed so that they may (try to) increase the number (enrolment) of students in their schools further resolved that teachers/principals for having increase in the numbers (enrolment) of children, be honoured and those who are unable to ‘increase the nos. of students, they may be penalised as per rules so that the R.T.E. Act may be properly complied with.

**Item No. 122** :— For empanelment of Delhi Govt. approved laboratories for sampling of mid-day-meal in Municipal Schools of North Delhi Municipal Corporation.

Resolution No. 34 of the Education Committee dated 12-2-2013.

Resolved that the following resolution moved by Sh. Mahesh Chand Sharma and seconded by Sh. Satbir Sharma and Ms. Sunita be referred to the Standing Committee for approval :

Whereas, mid-day-meal is being provided to the 4 lacs children studying in about 775 schools of North Delhi Municipal Corporation, after sampling this mid-day-meal, quality of the same is being tested only in the single laboratory inspite of this, it has been observed that on quality basis, sometimes mid-day-meal has not been best.

Therefore, Education Committee recommends that arrangement for testing of quality be made by empanelment of those laboratories which are best among those as many Delhi Govt. approved laboratories. Twice in a week, poories are being provided to the studying children for preparation (cooking) of such a large nos. of poories even voluntary organisation cooking mid-day-meal have to start cooking of poories well before 24 hours.

Whereas, poories becomes harder due to keeping them for quite some time after cooking the same which is not good for the health of children. As per the directions of Hon’ble Supreme Court Children should be provided boiled food and not the fried with this it is our proposal that specifically in winter items such as (i) Khichry (2) Daliya (3) Boiled grams be given (provided) in the form of mid-day meal which is easier to digest/eat for the children.

Therefore, it is requested by the Education Committee through the Standing Committee that for sampling of mid-day-meal, empanelment of Delhi Govt. approved good laboratories be made so that it may facilitate in sampling and students may get good healthy mid-day-meal.
Item No. 123:— Retirement of 6 members of the Standing Committee by lot.

Municipal Secretary’s Note No. 3190/M.S.(N)/2013 dated 26-2-2013.

Section 45 of the Delhi Municipal Corporation Act deals with the constitution of the Standing Committee. Sub-Section (3) of this Section provides as under:—

“One-half of the members referred to in Clause (i) of Sub-Section (1) and one-half of the members referred to in Clause (ii) of that Sub-Section shall retire on the expiration of one year from the date of constitution of the Standing Committee after the commencement of the Delhi Municipal Corporation (Amendment) Act, 1993, and for that purpose they shall be selected by lot from amongst their respective categories before the said expiration in such manner as the Chairman of the Standing Committee may determine.”

The present Standing Committee was constituted as under:—

(i) The following six members were elected by the Councillors from among themselves at the 1st meeting of the Corporation held on 30-4-2012:—

1. Shri Mukesh Goyal (Ward No. 13)
2. Shri Prithvi Singh Rathore (Ward No. 42)
3. Shri Vijay Prakash Pandey (Ward No. 49)
4. Ms. Hoor Bano Ismail (Ward No. 88)
5. Shri Yogender Chandolia (Ward No. 92)
6. Ms. Surender Kaur (Ward No. 100)

(ii) The following six members were elected by the Wards Committees in their meetings held on 11-5-2012, one member elected by the members of each Wards Committee:—

1. Ms. Reeta (Ward No. 04) Wards Committee (Rural-Narela)
2. Shri Ram Kishan Singhal (Ward No. 55) Wards Committee (Rohini)
3. Ms. Renu Gupta (Ward No. 70) Wards Committee (C.L.Z.)
4. Ms. Neelam Dhiman (Ward No. 73) Wards Committee (S.P.Z.)
5. Shri Khurram Iqbal (Ward No. 79) Wards Committee (City)
6. Ms. Usha Mehta (Ward No. 98) Wards Committee (K.B.Z.)

As per the provisions of Sub-Section (3) of Section 45 quoted above, three members out of 6 members mentioned in (i) above and the three members out of six members mentioned at (ii) above are to retire on the expiration of one year from the date of the constitution of the Committee.

Attention is also invited towards Sub-Section (1) of Section 47 (reproduced below) according to which it is mandatory for the Standing Committee to elect its Chairman and Deputy Chairman in its first meeting each year. As per Sub-Section 67 of Section 2 ‘year’ means a year commencing on the 1st day of April.
47. **Chairman & Dy. Chairman of the Standing Committee:**

(1) The Standing Committee shall at its first meeting in each year elect one of its member (who is a councillor) to be the Chairman and another member, to be the Deputy Chairman.

Keeping in view the provision mentioned above and to ensure that the election of Chairman and Dy. Chairman of the Standing Committee should be held in its first meeting of the year 2013-2014. It is also pertinent to mention that the process of selection of six retiring members by the Standing Committee, including the confirmation of its minutes should also be completed on or before 31st March, 2013 so that further process of election of 3 members in place of 3 retiring members from the Corporation could take place in the first meeting of the Corporation in April, 2013 along with the election of Mayor and Dy. Mayor.

Accordingly, the matter is placed before the Standing Committee for selection of 6 members to retire as above.
No.________________________               Dated___________

From,

The Commissioner,
North Delhi Municipal Corporation
Civic Centre, Delhi.

To,

The Secretary,
North Delhi Municipal Corporation
Civic Centre, Delhi.

Name of Work: Const. of Balak Ram Hospital at Timar Pur.

Sub Head: Pdg. and Fixing aluminum cladding in Service Block.

The above scheme was transferred from Delhi Govt. to MCD on dated 01.08.2000. Accordingly the above scheme was administratively approved and expenditure sanction from the Corporation vides resolution no. 680 dated 07.10.2002 for amounting to Rs. 24.64 crores. Accordingly in the first phase the work of Const. of O.P.D. Block and Service Block is in progress.

During the period when the hospital was under the charge of Delhi Government, the above scheme for construction of 100 bedded hospital in place of existing building was prepared and P.W.D appointed M/s. Benjamin, Benjamin and Vats, Architect Engineers and Town Planner as a consultant for the above mentioned proposed 100 bedded hospital and entered into the agreement for PMC. After transferring the above project to MCD, the MCD has enter into agreement with the consultant M/s Benjamin Benjamin and Vats who was initially appointed by the PWD with the same conditions as agreed by the PWD. As per the agreement the consultant will provide the detail scheme alongwith plan, estimates, structural design, drawing and service design for different work required to be execute as per the scheme. The consultant will also responsible for recommending different work with their specification during construction stages as required as per the site condition. The consultant also responsible for including details of specification for all special items of works.

An estimate for pdg. and fixing aluminum cladding in Service Block amounting to Rs. 71,96,100/- based on DSR 2007 and approved rates of MCD was prepared and technically sanctioned by the competent authority. Draft NIT amounting to Rs. 45,99,594/- was also approved by the competent authority. Accordingly tenders were called vide NIT No. EE(Pr)-I/CLZ/TC/2012-13/03 Item no. 1 dated 16.05.2012 due on 04.06.2012 through E-tendering having tender reference no. 159722.

Due publicity was given through Notice Board and also through Press as per details given below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Newspaper Name</th>
<th>Language</th>
<th>Date of Advt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Indian Express</td>
<td>English</td>
<td>21.05.2012</td>
</tr>
<tr>
<td>4.</td>
<td>The Hindu</td>
<td>English</td>
<td>21.05.2012</td>
</tr>
</tbody>
</table>

Ten tenders were received through online on the due date as per details given below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Firm</th>
<th>Quoted Rates</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>M/s Mendiratta Traders (MCD Class-III)</td>
<td>@ 25.00% below</td>
<td>EM Rs. 92,000/- deposited vide G.8 No. 35306 dated 06.06.2012</td>
</tr>
<tr>
<td>2.</td>
<td>M/s Rajender Kumar Gupta (MCD Class-III)</td>
<td>@ 19.89% below</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Company Name</td>
<td>Rate (%)</td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>M/s Sushil Construction Co.</td>
<td>18.99%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(MCD Class-II)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>M/s Sushil Bansal</td>
<td>18.00%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(MCD Class-III)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>M/s Ram Niwas Goel</td>
<td>17.19%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(MCD Class-II)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>M/s Ramesh Const. Co.</td>
<td>15.00%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(MCD Class-I)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>M/s Shiva Constructions</td>
<td>14.12%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(MCD Class-III)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>M/s Kanahaya Lal</td>
<td>7.77%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(MCD Class-III)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>M/s Ess Kay Const. Co.</td>
<td>3.78%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(MCD Class-I)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>M/s Aggarwal Const. Co.</td>
<td>12.99%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(MCD Class-I)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The justification of rates has been checked by the department comes to 3.00% above. The rates quoted by the lowest tenderer M/s Mendiratta Traders @ 25.00% below are abnormally below when compared with the justification. Due to ALR case, to ensure quality, the instructions as per circular issued in this regard shall be followed.

M/s Mendiratta Traders is a registered contractor with MCD in Class-III and entitled to tender upto Rs. 90.00 lakhs. The financial and technical performance of the contractor is stated to be satisfactory.

The total cost of this work comes to Rs. 34,49,696/- chargeable to head of account XL-IX-Med. The time of completion is three months and the validity of rates has been extended by the contractor upto 31.03.2013.

Finance has seen and concurred in the proposal for placing it before the competent authority for consideration.

The case may be placed before the Standing Committee for approval of rates and agency in favour of M/s Mendiratta Traders @ 25.00% below against the justification worked out by the department @ 3.00% above with contractual amount of Rs. 34,49,696/- under head of account XL-IX-Med. and to authorize the Commissioner to enter into the agreement with lowest tenderer as per NIT condition as required u/s 202 (c) of D.M.C. Act 1957 (amended to date).

Addl. Commissioner (Engg.)
For Commissioner
From,

The Commissioner,
North Delhi Municipal Corporation
Civic Centre, Delhi.

To,

The Secretary,
North Delhi Municipal Corporation
Civic Centre, Delhi.

Name of Work: Const. of Biochemistry department for Medical Collage in Hindu Rao Hospital,
C-280/CLZ.

The administrative approval and expenditure sanction for the above said scheme amounting to
Rs.39,44,600/- has been accorded in anticipation of Ward Committee (Civil Line Zone) by Hon’ble
Chairman Ward Committee, Civil Line Zone.

Accordingly a detailed estimate amounting to Rs.39,80,200/- based on DSR 2012 & 2007 and
approved rates of MCD was prepared and technically sanctioned by the competent authority. Draft
NIT amounting to Rs.34,74,560/- was also approved by the competent authority. Accordingly tenders
were called vide NIT No. EE(Pr)-I/CLZ/TC/2012-13/48 Item no. 1 dated 14.01.2013 due on
29.01.2013 through E-tendering having tender reference no. 181246.

Due publicity was given through Notice Board and also through Press as per details given
below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Newspaper Name</th>
<th>Language</th>
<th>Date of Advt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hindu</td>
<td>English</td>
<td>17.01.2013</td>
</tr>
<tr>
<td>2.</td>
<td>Punjab Kesari</td>
<td>Hindi</td>
<td>17.01.2013</td>
</tr>
<tr>
<td>3.</td>
<td>Hari Bhoomi</td>
<td>Hindi</td>
<td>17.01.2013</td>
</tr>
<tr>
<td>4.</td>
<td>Educator</td>
<td>Punjabi</td>
<td>17.01.2013</td>
</tr>
</tbody>
</table>

Thirteen tenders were received online on the due date as per details given below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Firm</th>
<th>Rates</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>M/s Aggarwal Const. Co. (MCD Class-I)</td>
<td>@ 7.07% below</td>
<td>E.M. Rs.70,000/- deposited vide G.8 No.037100 dated 30.01.2013</td>
</tr>
<tr>
<td>2.</td>
<td>M/s Mukesh Kumar Bansal (MCD Class-III)</td>
<td>@ 6.99% below</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>M/s Shri Bhagwan Const. Co. (MCD Class-III)</td>
<td>@ 5.01% below</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>M/s Kamal Builders (MCD Class-III)</td>
<td>@ 2.22% above</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>M/s Shri Vimbayak Entr. (MCD Class-III)</td>
<td>@ 6.66% above</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>M/s Sept. Const. (MCD Class-III)</td>
<td>@ 8.00% above</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>M/s Pragati Enterprises (MCD Class-IV)</td>
<td>@ 12.99% above</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>M/s Pushpa Builders (MCD Class-III)</td>
<td>@ 14.00% above</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>M/s Mendiratta Traders (MCD Class-III)</td>
<td>Bid rejected due to non submission of pay order as per NIT condition</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>M/s Mukesh Asso Pvt. Ltd. (MCD Class-I)</td>
<td>Bid rejected due to non submission of pay order as per NIT condition</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>M/s Jindal Enterprises (MCD Class-III)</td>
<td>Bid rejected due to non submission of pay order as per NIT condition</td>
<td></td>
</tr>
</tbody>
</table>
The justification of rates has been checked by the Planning department as 14.52% above. The rates quoted by the lowest tenderer M/s Aggarwal Const. Co. @ 7.07% below are justified, reasonable as compared to the prevailing market rates and well within the justification, hence recommended for acceptance.

M/s Aggarwal Const. Co. is a registered contractor with MCD in Class-I and entitled to tender for works upto Rs.15.00 Crores. The financial and technical performance of the contractor is stated to be satisfactory.

The total cost of this work comes to Rs.32,28,909/- chargeable to head of account XL-IX-Med. The time of completion is six months and the rates are valid upto 13.07.2013.

Finance has seen and concurred in the proposal for placing it before the competent authority for consideration.

The case may be placed before the Standing Committee for approval of rates and agency in favour of M/s Aggarwal Const. Co. @ 7.07% below against the justification worked out by the planning department @ 14.52% above with contractual cost of Rs.32,28,909/- under head of account XL-IX-Med. and to authorize the Commissioner to enter into the agreement with lowest tenderer as per NIT condition as required u/s 202 (c) of D.M.C. Act 1957 (amended to date).

Addl. Commissioner (Engg.)
For Commissioner
FROM,

The Commissioner,
North Delhi Municipal Corporation
Civic Centre, Delhi.

TO,

The Secretary,
North Delhi Municipal Corporation
Civic Centre, Delhi.

Name of Work: Providing & Fixing of porta cabins structure on roof on Ward No. 5 in Bara Hindu Rao Hospital.

There is a proposal to establish a Medical Collage under North Delhi Municipal Corporation during this session itself. During various meetings/inspections by senior officers, it has been decided to hold classes at Bara Hindu Rao Hospital. Due to inadequate space available at Bara Hindu Rao Hospital, it has been decided to erect temporary structure by providing porta cabins on the roof of Ward No. 5 in Bara Hindu Rao Hospital for holding classes at 1st & 2nd year as is being done at AIIMS. It has also been decided to take up the case for construction of porta cabins at ward no. 5 in order to expedite the case as the time available is very short. Accordingly, administrative approval and expenditure sanction for the above said scheme amounting to Rs.36,09,000/- has been accorded by Hon’ble Chairman Ward Committee, Civil Line Zone in anticipation approval of Ward Committee (Civil Line Zone).

Accordingly a detailed estimate amounting to Rs.36,09,000/- based on market rate basis was prepared and technically sanctioned by the competent authority. Draft NIT for item rate was also approved by the competent authority. Accordingly short notice open tenders were called vide NIT No. EE(Pr)-I/CLZ/TC/2012-13/39 Item no. 1 dated 10.12.2012 due on 19.12.2012 through e-tendering as well as manually having tender reference no. 177668.

Due publicity was given through Notice Board and also through Press as per details given below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Newspaper Name</th>
<th>Language</th>
<th>Date of Advt.</th>
</tr>
</thead>
</table>

Four tenders were received manually on the due date as per details given below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Firm</th>
<th>Rates</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>M/s Mendiratta Traders</td>
<td>@ Rs.10,200/- Per Sqm E.M. Rs.70,000/- deposited vide G.8 No. 37060 dt. 21.12.2012</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>M/s Arvind Techno. Contract. Pvt. Ltd.</td>
<td>@ Rs.10,500/- Per Sqm</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>M/s Aggarwal Const. Co.</td>
<td>@ Rs.11,999/- Per Sqm</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>M/s Abhishek Jain</td>
<td>@ Rs.14,500/- Per Sqm</td>
<td></td>
</tr>
</tbody>
</table>
A Committee have been constituted for evaluation for justification of rates on market rate basis by the orders of competent authority. The committee has finalize the justification of rates for the above said work as Rs.14,700.54 Per Sqm. The rates quoted by the lowest tenderer M/s Mendiratta Traders @ Rs.10,200/- Per Sqm are justified, reasonable as compared to the prevailing market rates and as such recommended for acceptance.

M/s Mendiratta Traders is a registered contractor with MCD in Class-III and entitled to tender for works upto Rs.90.00 lakhs. The financial and technical performance of the contractor is stated to be satisfactory.

The total cost of this work comes to Rs.30,60,000/- chargeable to head of account XL-IX-Med. The time of completion is 45 days and the rates are valid upto 18.06.2013.

Finance has seen and concurred in the proposal for placing it before the competent authority for consideration.

The case may be placed before the Standing Committee for approval of rates and agency in favour of M/s Mendiratta Traders @ Rs.10,200/- Per Sqm against the justification worked out by the committee @ Rs.14,700.54 Per Sqm with contractual cost of Rs.30,60,000/- under head of account XL-IX-Med. and to authorize the Commissioner to enter into the agreement with lowest tenderer as per NIT condition as required u/s 202 (c) of D.M.C. Act 1957 (amended to date).

Addl. Commissioner (Engg.)
For Commissioner
NORTH DELHI MUNICIPAL CORPORATION
(ENGINEERING DEPARTMENT)

No.________________________               Dated___________

From,
The Commissioner,
North Delhi Municipal Corporation
Civic Centre, Delhi.

To,
The Secretary,
North Delhi Municipal Corporation
Civic Centre, Delhi.

Name of Work: Providing & Fixing of porta cabins structure on roof on Ward No. 6 in Bara Hindu Rao Hospital.

There is a proposal to establish a Medical College under North Delhi Municipal Corporation during this session itself. During various meetings/inspections by senior officers, it has been decided to hold classes at Bara Hindu Rao Hospital. Due to inadequate space available at Bara Hindu Rao Hospital, it has been decided to erect temporary structure by providing porta cabins on the roof of Ward No. 6 in Bara Hindu Rao Hospital for holding classes at 1st & 2nd year as is being done at AIIMS. It has also been decided to take up the case for construction of porta cabins at ward no. 6 in order to expedite the case as the time available is very short. Accordingly, administrative approval and expenditure sanction for the above said scheme amounting to Rs.48,99,200/- has been accorded by Hon’ble Chairman Ward Committee, Civil Line Zone in anticipation approval of Ward Committee (Civil Line Zone).

Accordingly a detailed estimate amounting to Rs.48,99,200/- based on market rate basis was prepared and technically sanctioned by the competent authority. Draft NIT for item rate was also approved by the competent authority. Accordingly short notice open tenders were called vide NIT No. EE(Pr)-I/CLZ/TC/2012-13/39 Item no. 2 dated 10.12.2012 due on 19.12.2012 through e-tendering as well as manually having tender reference no. 177669.

Due publicity was given through Notice Board and also through Press as per details given below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Newspaper Name</th>
<th>Language</th>
<th>Date of Advt.</th>
</tr>
</thead>
</table>

Four tenders were received manually on the due date as per details given below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Firm</th>
<th>Rates</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>M/s Mendiratta Traders</td>
<td>@ Rs.10,200/- Per Sqm</td>
<td>E.M. Rs.95,000/- deposited vide G.8 No. 37060 dt. 21.12.2012</td>
</tr>
<tr>
<td>2.</td>
<td>M/s Arvind Techno. Contract. Pvt. Ltd.</td>
<td>@ Rs.10,500/- Per Sqm</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>M/s Aggarwal Const. Co.</td>
<td>@ Rs.11,999/- Per Sqm</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>M/s Abhishek Jain</td>
<td>@ Rs.14,500/- Per Sqm</td>
<td></td>
</tr>
</tbody>
</table>
A Committee have been constituted for evaluation for justification of rates on market rate basis by the orders of competent authority. The committee has finalize the justification of rates for the above said work as Rs.14,700.54 Per Sqm. The rates quoted by the lowest tenderer M/s Mendiratta Traders @ Rs.10,200/- Per Sqm are justified, reasonable as compared to the prevailing market rates and as such recommended for acceptance.

M/s Mendiratta Traders is a registered contractor with MCD in Class-III and entitled to tender for works upto Rs.90.00 lakhs. The financial and technical performance of the contractor is stated to be satisfactory.

The total cost of this work comes to Rs.41,53,950/- chargeable to head of account XL-IX-Med. The time of completion is 45 days and the rates are valid upto 18.06.2013.

Finance has seen and concurred in the proposal for placing it before the competent authority for consideration.

The case may be placed before the Standing Committee for approval of rates and agency in favour of M/s Mendiratta Traders @ Rs.10,200/- Per Sqm against the justification worked out by the committee @ Rs.14,700.54 Per Sqm with contractual cost of Rs.41,53,950/- under head of account XL-IX-Med. and to authorize the Commissioner to enter into the agreement with lowest tenderer as per NIT condition as required u/s 202 (c) of D.M.C. Act 1957 (amended to date).

Addl. Commissioner (Engg.)
For Commissioner
From,
The Commissioner,
North Delhi Municipal Corporation
Civic Centre, Delhi.

To,
The Secretary,
North Delhi Municipal Corporation
Civic Centre, Delhi.

**Name of Work:** Construction and renovation of department of forensic medicine in Hindu Rao Hospital for Medical College in C-281/CLZ.

The administrative approval and expenditure sanction for the above said scheme amounting to Rs.93,32,000/- has been accorded in anticipation of Ward Committee (Civil Line Zone) by Hon’ble Chairman Ward Committee, Civil Line Zone.

Accordingly a detailed estimate amounting to Rs.60,88,000/- based on DSR 2012 and approved rates of MCD was prepared and technically sanctioned by the competent authority. Draft NIT amounting to Rs.53,68,537/- was also approved by the competent authority. Accordingly tenders were called vide NIT No. EE(Pr)-I/CLZ/TC/2012-13/36 Item no. 1 dated 04.12.2012 due on 24.12.2012 through E-tendering having tender reference no. 177341.

Due publicity was given through Notice Board and also through Press as per details given below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Newspaper Name</th>
<th>Language</th>
<th>Date of Advt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Indian Express</td>
<td>English</td>
<td>08.12.2012</td>
</tr>
</tbody>
</table>

Five tenders were received online on the due date as per details given below:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Firm</th>
<th>Rates</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>M/s Om Prakash (MCD Class-III)</td>
<td>@ 6.8639% below</td>
<td>E.M. Rs.1,07,350/- deposited vide G.8 No. 37078 dt. 26.12.2012</td>
</tr>
<tr>
<td>2.</td>
<td>M/s Rajeev Gupta (MCD Class-III)</td>
<td>@ 3.39% below</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>M/s Mendiratta Traders (MCD Class-III)</td>
<td>@ 9.99% above</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>M/s Gupta Brothers (MCD Class-II)</td>
<td>@ 12.13% above</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>M/s Aggarwal Const. Co. (MCD Class-III)</td>
<td>@ 12.50% above</td>
<td></td>
</tr>
</tbody>
</table>

The justification of rates has been checked by the Planning department as 11.82 % above. The rates quoted by the lowest tenderer M/s Om Prakash @ 6.8639% below are justified, reasonable as compared to the prevailing market rates and well within the justification, hence recommended for acceptance.
M/s Om Prakash is a registered contractor with MCD in Class-III and entitled to tender for works upto Rs.90.00 lakhs. The financial and technical performance of the contractor is stated to be satisfactory.

The total cost of this work comes to Rs.50,00,046/- chargeable to head of account XL-IX-Med. The time of completion is eight months and the rates are valid upto 23.06.2013.

Finance has seen and concurred in the proposal for placing it before the competent authority for consideration.

The case may be placed before the Standing Committee for approval of rates and agency in favour of M/s Om Prakash @ 6.8639% below against the justification worked out by the planning department @ 11.82% above with contractual cost of Rs.50,00,046/- under head of account XL-IX-Med. and to authorize the Commissioner to enter into the agreement with lowest tenderer as per NIT condition as required u/s 202 (c) of D.M.C. Act 1957 (amended to date).

Addl. Commissioner (Engg.)  
For Commissioner
SUBJECT: Construction of Pucca School building at M.C. Pry. School in Sahipur Village in C-55, Rohini Zone.

The Education Department has sent a requisition for construction of school building consisting of 6 class rooms at M.C. Pry. School in Sahipur Village, Rohini Zone vide letter no.542/DDE0/CW/12 dated 9.4.2012. Accordingly, a preliminary estimate amounting to Rs. 1,37,92,300/- was prepared and checked by the Planning Department. The school building will be constructed after demolishing the existing structure. The reserve price for the existing structure has been worked out as Rs.53549/-. The proposal has already been included in the Annual Action Plan 2012-2013 under head of account XL-VII-Education (Capital). The administrative approval and expenditure sanction to this scheme for Rs.1,37,92,300/- has been accorded by the Corporation vide resolution no.155 dated 10.12.12. The building will be constructed as per drawings prepared by the Architectural department based on provision of National Building Code and MPD-2021.

A detailed estimate amounting to Rs.1,30,27,000/- based on DSR 2012 and approved rates of MCD was got technically sanctioned and draft NIT for Rs.1,13,42,478/- for part 'A' and Item rate for part 'B' was also got approved from the Competent Authority. The percentage/item rate tenders were called vide NIT No. EE(Prj)-I/Rohini/TC/2012-13/172 dated 27.12.2012 due on 16.01.2013 by e-tendering through web sites of MCD :-

<table>
<thead>
<tr>
<th>Sl NO.</th>
<th>Name of Agency</th>
<th>Rate</th>
<th>G-8 No. with date</th>
<th>Earnest Money (Rs.)</th>
<th>Contractual amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>M/s Ram Niwas Goel Regd. With MCD with class –II</td>
<td>@14.04% below for part ‘A’ and Rs.1500/- for part;‘B’</td>
<td>037687 dt.16.01.13</td>
<td>220950/-</td>
<td>9749994/-</td>
</tr>
<tr>
<td>2</td>
<td>M/s Pragati Buildings Regd. With MCD with class –II</td>
<td>@9.99% below for part ‘A’ and Nil for part;‘B’</td>
<td>Refunded</td>
<td>-</td>
<td>10209364/-</td>
</tr>
<tr>
<td>3</td>
<td>M/s Naresh Rai Goel Regd. With MCD with class –I</td>
<td>@9.33% below for part ‘A’ and Rs.25000/- for part;‘B’</td>
<td>Refunded</td>
<td>-</td>
<td>10284225/-</td>
</tr>
<tr>
<td>4</td>
<td>M/s Sushil Constr. Co. Regd. With MCD with class –II</td>
<td>@7.86% below for part ‘A’ and Rs.500/- for part;‘B’</td>
<td>Refunded</td>
<td>-</td>
<td>10450959/-</td>
</tr>
</tbody>
</table>

Seven tenderers started tender purchased process out of which six have submitted their bids as per comparative statement given below :-

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>Name of newspaper</th>
<th>Language</th>
<th>Date of publication</th>
<th>Place of publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hindustan Times</td>
<td>English</td>
<td>31.12.2012</td>
<td>Delhi</td>
</tr>
<tr>
<td>2</td>
<td>Mint</td>
<td>English</td>
<td>31.12.2012</td>
<td>Delhi</td>
</tr>
<tr>
<td>3</td>
<td>Dainik Bhasker</td>
<td>Hindi</td>
<td>31.12.2012</td>
<td>Delhi</td>
</tr>
<tr>
<td>4</td>
<td>Dainik Jagran</td>
<td>Hindi</td>
<td>31.12.2012</td>
<td>Delhi</td>
</tr>
<tr>
<td>6</td>
<td>Daily Tej</td>
<td>Urdu</td>
<td>31.12.2012</td>
<td>Delhi</td>
</tr>
</tbody>
</table>
Justification of rates worked out by the Planning Department comes to @11.85% above (i/c 1% labour cess). The rates quoted by the lowest tenderer M/s Ram Niwas Goel @14.04% below for part ‘A’ and Rs.1500/- for part ‘B’ are well within the justification of rates. As per reserve price Rs.53549/-, for which recovery is to be effected from the first running bill of contractor, hence the case is recommended for acceptance.

M/s Ram Niwas Goel is registered under Class-II category with MCD and are eligible to tender for this work and the financial as well as technical capability of the firm is satisfactory. The contractor is not black listed/debarred at the time of purchase of tenders. The contractual amount of the work comes to Rs.97,49,994/-. The expenditure of the work will be charged to the Head of account XL-VII-Education. The time of completion of the work is 9 months reckoned from the 10th day of issue of work order. The rates are valid upto 15.6.2013.

Finance has seen & concurred in the proposal.

The case is placed before the Standing Committee for approval of rates and agency in favour of M/s Ram Niwas Goel @14.04% below for part ‘A’ for a contractual amount of Rs. 9749994/- and Part ‘B’ (reserve price) Rs.53549/- under head of Account XL-VII-Education for which recovery is to be effected from the first running bill of contractor as per NIT conditions and to authorize the Commissioner to enter into agreement with the lowest tenderer as required under DMC Act, 1957 (Amended to date).

ADDL. COMMISSIONER (ENGG.)
For Commissioner, North D.M.C.
06/03/2013 को होने वाली उत्तरी दिल्ली नगर निगम की स्थायी समिति की बैठक के लिये अल्प-कालिक प्रश्न

महोदय कृपया बतायें कि:-

उत्तरी दिल्ली नगर निगम के सतर्कता विभाग में अनधिकृत निर्माण, अवैध होरिंग तथा फैक्ट्री लाइसेंसिंग विभाग के संबंध में एक अप्रैल, 2012 से लेकर 28/2/2013 तक कुल कितनी शिकायतें प्राप्त हुई?

2. उन शिकायतों में से कितनी शिकायतें सीधे जनता से तथा कितनी शिकायतें आयुक्त/अतिरिक्त आयुक्तों के माध्यम से और कितनी शिकायतें महापौर, उप-महापौर, अध्यक्ष राज्यी समिति, नेता सदन तथा नेता विपक्ष के माध्यम से प्राप्त हुई?

3. उन सभी शिकायतों में से विभागानुसार कितनी शिकायतें की जांच की गई और कितनी शिकायतें को सही पाया गया?

4. विभागानुसार कितनी शिकायतें की जांच लम्बित है और वह कब तक पूरी कर ली जायेगी?

5. शिकायतों की जांच में दोषी पाये गये अधिकारियों/कर्मचारियों का विवरण दिया जाए तथा यह भी दिखाया जाए कि उन व्यक्तियों के विरुद्ध क्या कार्यवाह चीज़ें करना प्रस्तावित किया गया है?

6. सतर्कता विभाग ने अनधिकृत निर्माण, अवैध विज्ञापन होरिंग, अवैध पार्किंग आदि के विरुद्ध 1/4/2012 से 28/2/2013 तक कितने छापे मारे तथा उन छापों के दौरान कितने अनधिकृत निर्माण, अवैध विज्ञापन होरिंगों/यूनिपोल्ट तथा अवैध पार्किंग स्थलों की पहचान की गई?

7. उन्हें छापों के दौरान पाये गये अवैध निर्माण, अवैध विज्ञापन होरिंग/यूनिपोल्ट तथा अवैध पार्किंग स्थल के लिये किसके किस अधिकारी/कर्मचारी को दोषी पाया गया?

8. सतर्कता विभाग द्वारा 1/4/2012 से 28/2/2013 की अवधि में कितने अधिकारियों/कर्मचारियों को कार्जपीट किया गया है?

9. निगम के सतर्कता विभाग में इस समय श्रेणी ए. बी एवं सी पदों पर कौन-कौन से व्यक्ति कार्य कर रहे हैं तथा वे इस विभाग में कब से कार्य कर रहे हैं?

(मुकेश गोयल)
Minutes of the meeting of the Standing Committee (North Delhi) held on Wednesday, the 6th March, 2013 at 2.00 P.M. at Satya Narayan Bansal Sabhagar, 2nd Floor, A-Wing, Dr. S.P. Mukherjee Civic Centre, New Delhi.

PRESENT
1. Shri Yogender Chandolia Chairman
2. Shri Vijay Prakash Pandey Dy. Chairman
3. Ms. Hoor Bano Ismail
4. Shri Mukesh Goyal
5. Ms. Neelam Dhiman
6. Shri Prithvi Singh Rathore
7. Shri Ram Kishan Singhal
8. Ms. Renu Gupta
9. Ms. Surender Kaur
10. Ms. Usha Mehta

CONFIRMATION AND SIGNING OF MINUTES:

Minutes of the meeting dated 13.2.2013 were confirmed and signed with the modification that the decision on Resolution No. 238 (Item No. 53 Part-A) and Resolution No. 239 (Item No. 54 Part-A) be treated as “Consideration postponed”.

Shri P.K.Gupta, Commissioner and Shri Jagdeep Chiller, Municipal Secretary.
मुख्य नगर निषेधक ने जानकारी दी कि मानसोंका गार्डन के एंटी.सी.स्ट्रीट में बिछिंग एक्टड्विज़न पर कुछ रोक थी। लेकिन सन 2005 या 2006 में परिबंध जारी किया गया था जिससे अनुसार वहा बिछिंग एक्टड्विजन अनंकड्विजन जीलिय फूड हुई है। 21 मार्च के बारे में जानकारी देते हुए उन्होंने बताया कि ये 21 मार्च अन्तर्दर्श नहीं थे। वह दिल्र कार्मिक की प्रमाणित थी। डी.डी.ए. ने जीड जीड एजीकूट की इसके बाद निगम ने इसका नक्शा पास किया। यह 21 मार्च का मामला सुप्रीम कोर्ट से अपेक्षा है। शेखा एक्टलेव नाम के बारे में उन्होंने अपनी अभिव्यक्ति प्रकट की।

अधिक रूप से इस पार्क का अन्तर्गत रूप से मुक्त कराने का आदेश दिया।

श्री मुकेश गोयल ने दिनांक 28.2.2013 को मंगोलपुरी स्थित एक प्राथमिक विवाह में सात वर्षीय बालिका के साथ हुए दुर्घटना के मामले को निगम के लिए रामनवंट बनाई गई तथा व्यास्त चित्र दे दी गई। उन्होंने इस बात पर रोष प्रकट किया कि घटना के बाद महापौर महाद्वार विवाह में तो गई लेकिन महापौर, अध्यक्ष, शिखर समिति जो कि स्वयं एक महिला है, अध्यक्ष, स्थायी समिति या कोई अन्य निगम अधिकारी पीड़ित परिवार से सहानुभूति जताने या पीड़ित बच्चों से मिलने उसके पर पह गया। उन्होंने यह भी कहा कि अगर इस घटना में निगम दोषी नहीं है तो निगम द्वारा इस घटना की जांच सी.बी.आई. से करायी जानी चाहिए। इसके विपरीत यदि कोई अपराध या कोई अन्य निम्नगती इस घटना में लिख पाया जाता है तो वह बच्चा नहीं चाहिए। यदि इस घटना निगम विवाह में ना घटित यदि कई अन्य मामले पर घटित हुई होती तो भी महापौर या अन्य लोगों को नीतिक जिम्मेदारी समझते हुए पीड़ित परिवार के पास जाना चाहिए था। उन्होंने इस घटना की जांच सी.बी.आई. से कराने का आदेश किया।

श्री पृथ्वी सिंह रायर ने कहा कि इस मामले को गणभूमि से लिया जाना चाहिए। एक तरफ निगम विवाहों को आदर्श विवाह बनाने की बात की जाती है लेकिन दूसरी तरफ निगम विवाहों में राहत की कमी है। विवाहों में पर्याप्त संख्या में आया, चौकीदार या अन्य कर्मचारी नहीं हैं जिससे बच्चे इक्क-उँच घूमते रहते हैं और इस प्रकार की घटना प्रकार आती हैं। उन्होंने इस घटना की जिम्मेदारी सरकारयांड पार्टी पर दालते हुए तथा श्री मुकेश गोयल से सहमति जताते हुए इस मामले की जांच सी.बी.आई. से कराने का आदेश किया।

श्री रामकिशन सिंघल ने कहा कि यह घटना विवाह में घटित न हो ठीक बाहर भी घटित हो सकती है। वह पुलिस जांच का विषय है। इस मामले में जलवायु में विवाह निरीक्षक को भी निलंबित किया गया। विवाह निरीक्षक प्रत्येक विवाह में नहीं जा सकता। यदि वह घटना विवाह में घटित है तो प्रिसिशन की जिम्मेदारी बनती है। उन्होंने इस घटना की निदान की तथा घटना की सी.बी.आई. द्वारा जांच किये जाने का समर्थन किया।

इस पर श्री मुकेश गोयल ने प्रस्तावित लगाया कि अभी पुलिस जांच चल रही है, पूरी नहीं हुई है। जब तक पुलिस व्यास्त चित्र नहीं देती उससे पहले निगम द्वारा गठित समिति ने किस आदेश पर व्यास्त चित्र दे दी। घटना के बाद जिस प्रकार का महानिल बना और करोड़ों रुपये की समस्या को कुन्तला पहुँचा। उसे देखते हुए यदि पीड़ित बच्ची निगम विवाह की छत्रा ना भी हो तो क्या तब भी निगम की यह दायित्व नहीं बनता कि वह पीड़ित परिवार या बच्ची से मिले और इस घटना के बाद कुछ कहे। घटना के बाद जिस प्रकार निगम की छवि हुई है उनकी मदद नवर यदि कोई निगम अधिकारी दोषी नहीं है तो निगम को सी.बी.आई. जांच की मांग करनी चाहिए। यदि निगम ऐसा नहीं करता है तो इसका तालमेल है कि निगम द्वारा दोषी लोगों को बचाने का प्रयास किया जा रहा है।
श्री विजय प्रकाश पार्वेड़ ने कहा कि यह घटना निदंसनी है लेकिन मूल प्रस्ताव यह है कि यह घटना विवाद विभाग के अन्तर्गत हुई या बाहर हुई। निगम द्वारा गृह कमेटी की रिपोर्ट के बारे में अपने विवाद व्यक्त करने हुए उन्होंने कहा कि हमारे अधिकारी यह अच्छी तरह समझते हैं कि इस मामले में अभी पुलिस जांच कर रही है। इसलिए माफ़िक न होगा या घटना इस बारे में कमेटी ने अपनी रिपोर्ट दी गई हो। उन्होंने कमेटी द्वारा निकाले गये निर्णय की रिपोर्ट नीतियों समिति का संबंध रखने का आदेश किया।

अद्ध्यात्म द्वारा एक परिस्थिति ने नीतियों को अवगत कराया कि जैसे ही घटना का पता चला तुलना अति-आयुर्वीति, सफारित नियमांकन उपयुक्त (शहरी क्षेत्र) एवं नियन्त्रण विभाग के अधिकारियों को लेकर एक जांच कराने का यह जानने के लिए गठन किया गया कि वातावरण में घटना घटित हुई, या इससे किसी निर्माण अधिकारी द्वारा लापरवाही बतली गई है तथा विवाद में मौजूद भूमि की सुधार की उपस्थता है। यदि कमियाँ हैं तो उनको दूर करने के लिए उपयोग है। यह जांच समिति गई और उसके लिए एक बैठक के लिए यह समिति पीड़ित का व्यवस्था नहीं है। जांच समिति ने पुलिस के साथ सहयोग की है लेकिन पुलिस अभी किसी नीतीज पर नहीं पहुँची है। इसलिए यह कहना बहुत कठिन है कि घटना विवाद विभाग में हुई या बाहर हुई। सुनिश्चित करना है कि यथार्थ इस विवाद में बाहुबली और गृह की व्यवस्था है लेकिन बहुत से विवाद ऐसे भी हैं जहाँ सुनिश्चित पुलिस नहीं है। सुनिश्चित करना है कि विवाद में सी.सी.डी.वी. केम्बं ने हाउस चैंबर। बाहुबली और जब होनी होती है। एक ही गृह होना चाहिए। इसलिए विवाद विभाग के बाद वित्त की जाना चाहिए। विवाद में अने-अने वालों की प्रतिवेदन रिपोर्ट में हाउस चैंबर। दे-डे-मिल लेकर आने वाले लोगों के भी पहले होनी होती है। बाहुबली और जब होनी होती है। पुलिस की रिपोर्ट आने पर ही विवाद के बाद का पता चल पायेगा तथा उन्होंने वित्त की जाना चाहिए।

इस पर श्री मुख्य गोपाल ने कहा कि जिन सुनिश्चित उपायों का बात जांच समिति द्वारा आज बताया जा रहा है तो यह सुनिश्चित तो विभाग द्वारा तीन-चार साल से रखने का योग्य है। उन्होंने कहा कि यह अपने अधिकार में भी सी.सी.डी.वी. केम्बं ने लगाने की बात कही थीं। हर विवाद में सुनिश्चित कर्मी होना चाहिए तथा कार्यक्रम होने से पूर्व तथा कार्यक्रम समाप्त होने के उपरांत सभी कांग्रेस के जांच होनी चाहिए। बच्चों के सुनिश्चित का रचना करते हैं उन्होंने कहा कि यह इसके बारे में महत्वपूर्ण है। यह बच्चों के सुनिश्चित का रचना करते हैं उन्होंने कहा कि पुलिस पायेगा तथा उन्होंने वित्त की जाना चाहिए। इसे में यदि कोई दुर्घटना हो जाना तो इसके लिए क्षेत्र निम्नलिखित होगा।

श्री रामकिशन सिंहल ने कहा कि जांच के दृष्टिकोण की पुष्टि हो चुकी है। निगम को दिल्ली पुलिस को यह सिलसिला निम्नवां चाहिए कि अपनी जांच से वह निगम को भी अवगत रखने तथा यदि कोई निम्नवां इसमें दोषी हो तो उसका रिववां करवाई की जा सके।

अद्ध्यात्म ने कहा कि उनकी नीजी सच्चाई है कि कोई भी निगम कर्मी इस धीरे धीरे चाहिए कि जांच करने का जांच होना चाहिए। उन्होंने यह भी कहा कि घटना के पीछे तीन दिन पहले सामाजिक पत्रों में आया मुख्यमंत्री का यह व्यवस्था नहीं है कि पुलिस सक्षम नहीं है।

श्री रामकिशन सिंहल ने कहा कि सर्वाधिक इकाइयों की कमी है। लोग अपने कार्यक्रमों के लिए धर्मालयों का प्रयोग करते हैं। इन धर्मालयों पर फ्यूड-1 के अनुसार हाउस टैक्स लगाना था लेकिन इस वर्ष उन पर फ्यूड-3 के हिसाब से टैक्स लगाया जा रहा है। लोगों पर फ्यूड का कार्यक्रम तथा यह पर व्यावसायिक भी नहीं दिया गया है जिसके कुछ लोगों ने जमा भी कर दिया है। उन्होंने फ्यूड-2 को बापि लेने, व्यावसायिक पापिस करने तथा फ्यूड-1 के अनुसार हाउस टैक्स लेने का आदेश किया।
श्री विजय प्रकाश पांडेय ने निगम एक का हवाला देते हुए कहा कि बहुत सी ऐसी धर्मशालाएं हैं जो धनोपार्जन कर रही हैं लेकिन बहुत सी धर्मधि कार्य भी कर रही हैं। जो लोग धर्मशालाओं से धनोपार्जन कर रहे हैं उन पर फैक्टर-3 लगाया जा सकता है लेकिन जो धर्मशालाएं धर्मधि कार्य कर रही हैं उन्हें सदन में एक प्रस्ताव लाकर राहत दी जानी चाहिए। श्री पांडेय द्वारा लोगों पर पेनेल्टी नहीं लगाने के बारे में कहने पर कर निर्देशक एवं समाधान ने बताया कि पेनेल्टी नहीं लगाने के सख्त निर्देश दिये गये हैं।

श्री रामकिशन सिंहल द्वारा यह कहने पर कि पहले फैक्टर-1 लगाया था। फैक्टर-3 लगाने के लिए यह कोई प्रस्ताव समिति के समक्ष लाया गया है, कर निर्देशक एवं समाधान ने समिति को बताया कि पिछले वर्ष या उससे पिछले वर्ष इस सन्दर्भ में प्रिन्टल प्रस्ताव लगाया गया था जिसे निरस्त कर दिया गया था। समिति द्वारा इस विषय पर अब विवाद किया जा सकता है तथा जब तक निगम से प्रस्ताव पास नहीं होगा किसी भी संस्थान को चैरिटेबल नहीं माना जा सकता।

किसी संस्थान को चैरिटेबल मानने के लिए तथा उसे टेस्क में छूट देने के लिए श्री विजय प्रकाश पांडेय ने सुझाव दिया कि इसके लिए किसी की राशि का आधार बनाया जा सकता है तथा इस आधार का प्रस्ताव निगम से पास करवापास होगा।

श्री रामकिशन सिंहल ने कहा कि जब तक सदन से इस आधार का प्रस्ताव परित न कर दिया जाए तो लोगों के बैंक खाते सीज़ ना किये जाए तथा ना ही लोगों से किसी भी प्रकार की पेनेल्टी या व्याज लिया जाए। उन्होंने यह सुझाव दिया कि आयगनी सदन की बैठक में 31 मार्च तक तो लोगों से किसी भी प्रकार का व्याज या पेनेल्टी न लेने का प्रस्ताव लाया जा सकता है जिसे बाद में आगे की अवधि के लिए बढ़ाया जा सकता है।

इस पर कर निर्देशक एवं समाधान ने कहा कि पेनेल्टी के लिए मना किया गया है। इसके छोटे समय में एमकिस्टी नहीं बन पायेगी। इसने किया जा सकता है कि अभी लोगों से व्याज ना ले। इसे ठेकेदार कर दें। आगे जब कभी योजना आयेगी तो इसे देख लिया जाएगा। लेकिन टेस्क की मूल राशि निगम को प्राप्त होनी चाहिए।

श्री भुवनेश गोयल ने सुझाव दिया कि मार्च माह के ठोसे दिन शेष हैं इन दिनों में कोई ऐसी योजना लागू जानी चाहिए इससे कि लोगों को व्याज और पेनेल्टी में छूट देकर अविकालिक हाउस टेस्क एकजुट किया जा सके।
PART-A
POSTPONED CASE

Item No.67  Simplification of Trade License policy of markets, trades, occupations, maintenance and regulations thereof as laid down under Chapter XX of the DMC Act.

Consideration postponed.

NEW CASES

Item No.87  Payment of Budget Allowance to the staff engaged for Budget Work.

Reso.No. 259  Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/ CA-cum-FA / NDMC/438/C&C dated 23.1.2013 approval for adoption of the rates of the Govt. of India and also the rates of Budget Bonus for payment in North Delhi Municipal Corporation as may be amended from time to time by the Govt. of India, Ministry of Finance in future, as mentioned in the aforesaid letter, be accorded.
Item No.88
Reso.No. 260
For making computers bilingual and Training of Employees.
Resolved that it be recommended to the Corporation that as recommended by the Special (Hindi) Committee vide its Resolution No.7 dated 25.10.2012 the resolution regarding bilingual Computers having standard software and granting of two advance annual increments to bilingual Stenographers which should not be adjusted in their future increments, be approved.

Item No.89
Reso.No. 261
Filling up the vacant posts in Official Language Section (Raj Bhasha).
Resolved that it be recommended to the Corporation that as recommended by the Special (Hindi) Committee vide its Resolution No.8 dated 25.10.2012, the resolution regarding filling up the vacant posts in Official Language Section (Raj Bhasha), as detailed in the aforesaid resolution, be accorded.

Item No.90
Reso.No. 262
Administrative Approval & Expenditure Sanction for Allocation of funds amounting to Rs. 50,000/-, Rs. 60,000/- per school site to the principals of Municipal Schools (North DMC) for repair and maintenance of school buildings and providing basic facilities to school children for 2012-13.
Resolved that it be recommended to the Corporation that proposal of the Commissioner as contained in his letter No. F.33/Edn./NDMC/465/C&C dated 4.2.2013 administrative approval & expenditure sanction of Rs. 3,15,00,000/- under Plan Head of A/c XL-VII (Capital works) for Allocation of funds amounting to Rs. 50,000/-, Rs. 60,000/- per school site to the principals of Municipal Schools (North DMC) for repair and maintenance of school buildings and providing basic facilities to school children for 2012-13, as detailed in the aforesaid letter, be accorded.

Item No.91
Reso.No. 263
Administrative Approval & Expenditure Sanction for distribution of cash amount @ 120/-per child enrolled in Class-Ist in the Primary Schools falling under jurisdiction of North DMC for purchase of School Bags in the financial year 2012-13.
Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Edn./NDMC/393/C&C dated 28.12.2012 and the recommendations made by the Education Committee vide its Resolution No.31 dated 22.1.2013 administrative approval & expenditure sanction amounting to Rs.81,28,920/- under the Non-Plan Head of A/c 25/1135 for distribution of cash amount @ 120/-per child enrolled in Class-Ist in the Primary Schools falling under jurisdiction of North DMC for purchase of School Bags in the financial year 2012-13 and also expenditure sanction to draw advance for an additional amount of 10% on account of increase in the enrolment of children during the current academic session, if need arises, as detailed in the aforesaid letter, be accorded.

Item No.92
Reso.No. 264
Regarding approval of Standing Committee/Corporation for transfer of Ayurvedic Dispensary, Shalimar Bagh form Plan to Non-Plan w.e.f. 1.3.2012
Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Health/NDMC/480/C&C dated 11.2.2013 approval for transfer of Ayurvedic Dispensary, Shalimar Bagh form Plan to Non-Plan w.e.f. 1.4.2012, as detailed in the aforesaid letter, be accorded.
Item No.93  Conversion of posts from Plan to Non-Plan posts after completion of 11th Five Year Plan (2007-2012).

Reso. No. 265  Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Edn./NDMC/463/C&C dated 1.2.2013 and the recommendations made by the Education Committee vide its Resolution No.32 dated 12.2.2013 approval for conversion of 10 posts of Principals, 100 posts of Primary Teachers, 10 posts of School Attendants, 2 posts of Chowkidars and 10 posts of Safai Karamcharies from Plan to Non-Plan posts after completion of 11th Five Year Plan (2007-2012), be accorded.

Item No.94  Celebration of Ram Lila and other Religious Functions in the parks and booking of parks—reg.  
Consideration postponed.  
(Meanwhile a Sub-Committee of the following members is constituted to look into the matter and submit its report :-)
1. Shri Ramkishan Singhal  Convener
2. Ms. Usha Mehta   Member
3. Shri Mukesh Goyal   Member

Item No.95  Purchase of Plasma Sterilizer for Hindu Rao Hospital.

Reso. No. 266  Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Health/NDMC/510/C&C dated 18.2.2013 administrative approval amounting to Rs. 46.00 lacs plus taxes for purchase of one Plasma Sterilizer for Hindu Rao Hospital adopting normal purchase procedure, as detailed in the aforesaid letter, be accorded.

Item No.96  Providing Security Services at Hindu Rao Hospital.

Reso. No. 267  Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Health/NDMC/513/C&C dated 22.2.2013 administrative approval of Rs. 3.40 crore @ Rs. 1.70 crore per year for providing Security Services at Hindu Rao Hospital for two years adopting normal procedure i.e. calling open tender through e-tendering, as detailed in the aforesaid letter, be accorded.

Item No.97  Purchase of Anaesthesia Delivery Units for HRH.

Reso. No. 268  Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No F.33/Health/NDMC/509/C&C dated 18.2.2013 approval for expenditure sanction of Rs. 99,80,036/- for purchase of six Anaesthesia Delivery Units with Monitors, Ventilators and all attachments and additional accessories for Hindu Rao Hospital, as detailed in the aforesaid letter, be accorded.

Resolved further that the proposal of the Commissioner as contained in his letter No. F.33/Health/NDMC/509/C&C dated 18.2.2013 regarding approval of rate and agency as detailed in the aforesaid letter, be approved.
Item No.98  Conversion of Homoeopathic Dispensary, Singhalpur from Plan to Non-Plan.

Reso.No. 269  Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Health/NDMC/554/C&C dated 26.2.2013 approval for conversion of Homoeopathic Dispensary, Singhalpur from Plan to Non-Plan w.e.f. 1.4.2012 alongwith posts, as detailed in the aforesaid letter, be accorded.

Item No.99  Conversion of Homoeopathic Dispensary, Pratap Nagar from Plan to Non-Plan.

Reso.No. 270  Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Health/NDMC/555/C&C dated 26.2.2013 approval for conversion of Homoeopathic Dispensary, Pratap Nagar from Plan to Non-Plan w.e.f. 1.4.2012 alongwith posts as detailed in the aforesaid letter, be accorded.

Item No.100 Conversion of Homoeopathic Dispensary, Keshav Puram from Plan to Non-Plan.

Reso.No. 271  Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Health/NDMC/556/C&C dated 26.2.2013 approval for conversion of Homoeopathic Dispensary, Keshav Puram from Plan to Non-Plan w.e.f. 1.4.2012 alongwith posts as detailed in the aforesaid letter, be accorded.

Item No.101 Conversion of Homoeopathic Dispensary, Deputy Ganj from Plan to Non-Plan.

Reso.No. 272  Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Health/NDMC/557/C&C dated 26.2.2013 approval for conversion of Homoeopathic Dispensary, Deputy Ganj from Plan to Non-Plan w.e.f. 1.4.2012 alongwith posts as detailed in the aforesaid letter, be accorded.

Item No.102 Conversion of Homoeopathic Dispensary, Jahangirpuri from Plan to Non-Plan.

Reso.No. 273  Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Health/NDMC/558/C&C dated 26.2.2013 approval for conversion of Homoeopathic Dispensary, Jahangirpuri from Plan to Non-Plan w.e.f. 1.4.2012 alongwith posts as detailed in the aforesaid letter, be accorded.
Item No.103 Purchase of D.R. System for Radiology Department of HRH.

Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Health/NDMC/562/C&C dated 4.3.2013 approval for expenditure sanction of Rs. 69,28,740/- for purchase of one D.R. System (Mfg. By Fujifilm ,Model-D-Evo) with all attachments and additional accessories for Hindu Rao Hospital, as detailed in the aforesaid letter, be accorded.

Resolved further that the proposal of the Commissioner as contained in his letter No. F.33/Health/NDMC/562/C&C dated 4.3.2013 regarding approval of rate and agency as detailed in the aforesaid letter, be approved.

Item No.104 Recruitment of teaching faculty for the North Delhi Municipal Corporation Medical College.

Resolved that it be recommended to the Corporation that as proposed by the Commissioner in his letter No. F.33/Addl.Cm.(Finance)/ 570/ C&C dated 6.3.2013 approval for recruitment of teaching faculty for the North Delhi Municipal Corporation Medical College, as detailed in the aforesaid letter, be accorded.

Item No.105 Assignment of unique property identification Codes (UPICs)/ issue of UPIC Cards and property tax Passbooks U/S 125 of the DMC Act with the aim to streamline tax collection.

Ref: Reforms under JNNURM to strengthen the financial base of Municipal Bodies and augment resources.

Consideration postponed.

PART-B

Item No.121 Regarding increasing the (enrolment) numbers of children studying in Municipal Schools of North Delhi Municipal Corporation.

Resolved that as recommended by the Education Committee vide its Resolution No. 33 dated 12.2.2013, the resolution regarding increasing the (enrolment) numbers of children studying in Municipal Schools of North Delhi Municipal Corporation be sent to Commissioner for report.

Item No.122 For empanelment of Delhi Govt. Approved laboratories for sampling of Mid-day-meal in Municipal Schools of North Delhi Municipal Corporation.

Resolved that as recommended by the Education Committee vide its Resolution No. 34 dated 12.2.2013 the resolution regarding empanelment of Delhi Govt. Approved laboratories for sampling of Mid-day-meal in Municipal Schools of North Delhi Municipal Corporation, be approved and the Commissioner be directed to take necessary steps in this regard.
Item No.123  Retirement of 6 members of the Standing Committee by lot.
   Consideration postponed.

PLACED ON TABLE

Item No.124  Const. of Balak Ram Hospital at Timar Pur.
Reso. No. 278  Sub Head: Pdg. And Fixing aluminium cladding in Service Block.
   Resolved that the proposal of the C Commissioner as contained in his letter No. F.33/Engg./NDMC/568/C&C dated 4.3.2013, be approved.

Item No.125  Const. of Biochemistry department for Medical Collage in Hindu Rao Hospital, C-280/CLZ.
Reso. No. 279  Resolved that the proposal of the C Commissioner as contained in his letter No. F.33/Engg./NDMC/567/C&C dated 4.3.2013, be approved.

Item No.126  Providing & Fixing of porta cabins structure on roof in ward No. 5 in Bara Hindu Rao Hospital.
Reso. No. 280  Resolved that the proposal of the Commissioner as contained in his letter No. F.33/Engg./NDMC/566/C&C dated 4.3.2013, be approved.

Item No.127  Providing & Fixing of porta cabins structure on roof in ward No. 6 in Bara Hindu Rao Hospital.
Reso. No. 281  Resolved that the proposal of the Commissioner as contained in his letter No. F.33/Engg./NDMC/563/C&C dated 4.3.2013, be approved.

Item No.128  Construction and renovation of department of forensic medicine in Hindu Rao Hospital for Medical Collage in C-281/CLZ.
Reso. No. 282  Resolved that the proposal of the Commissioner as contained in his letter No. F.33/Engg./NDMC/564/C&C dated 4.3.2013, be approved.

Item No.129  Construction of Pucca School Building at M.C.Pry. School in Sahipur Village in C-55, Rohini Zone.
Reso. No. 283  Resolved that the proposal of the Commissioner as contained in his letter No. F.33/Engg./NDMC/569/C&C dated 5.3.2013, be approved.

Reso. No. 284  Resolved that the minutes of the Standing Committee be deemed as confirmed and the Chairman be authorized to sign the minutes later on.

Sd/- Municipal Secretary
Standing Committee
North Delhi Municipal Corporation

Sd/- Chairman
Standing Committee
North Delhi Municipal Corporation