



DELHI DEVELOPMENT AUTHORITY
(WORKS ADVISORY BOARD)

The Works Advisory Board(WAB) was constituted with the approval of Authority accorded vide **Resolution No.56** passed in its ordinary meeting held on **6.1.1968** (placed opposite). As per Resolution the WAB may consist of the following:

1. Vice Chairman, DDA.....Chairman
2. Finance Member, DDA.....Member
3. Engineer Member, DDA.....Member
4. Chief Engineer, DDA.....Member
5. C.A.O., DDA.....Member

At the time of above Resolution, there was only one Chief Engineer in DDA and accordingly it was decided to have him as Member of WAB. Later on number of Chief Engineers in DDA increased and some Chief Engineers represented that they should also be made Member of WAB. Accordingly, the constitution of WAB was partially modified vide **Resolution No.84 dt. 4.10.1985, replacing the Chief Engineer, DDA with Chief Engineer(QC), DDA, as Member.**

Presently E.O.III to EM is acting as Secretary, WAB.

The WAB has been set up on the same lines as the Central Works Advisory Board of CPWD, as an Advisory Body in regard to award of big contracts etc. for Works. As per latest financial powers circulated by CE(HQ) vide No.F.5(287)2011-12/PC/DDA/24 dt. 27.01.2012 Chief Engineer can award the works costing upto 1000 lacs under his own authority and has full powers with prior approval of WAB.

One New Agenda has been received from CE(DWK). This has to be placed before WAB for closure of the agreement of the consultant.

Contd.

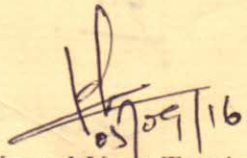


1. WAB Agenda Item No.739 /CE(DWK)2016-17

Name of Work :- Consultancy Services for the project of construction of Socio Culture Centre at Sector-11, Dwarka Request for closure of agreement of the consultant.

(Permission to close the agreement of M/s Suresh Goel & Associates and to make the Payment to consultant Agency as per provision of the contract be accorded by WAB)

The above agenda is put up for your kind perusal please and forward the same to Competent Authority for fixing suitable date & time schedule, if agreed. So that, 6th WAB (2016) meeting may be organised to discuss/ approve the above Agendas.


(Kamal Kart Toteja)
Secretary (WAB)

Director(Works)

EM, DDA

The agenda note placed opposite is incomplete. CE(DWK) may be requested to furnish the details of work done by M/s Suresh Goel and its amount. Accordingly the Agenda may be modified and submitted for consideration of WAB.

The next WAB is fixed for 9th Sep as such CE(DWK) may take urgent n/a ~~so~~ and submit the Agenda by 7/9 so that it may be placed in WAB meety scheduled by 9/9.

Submitted pl. As above, also examine from Jyeshth 6/9
CE(DWK) Ex-Consultant's Subm. litigation pt of view & success of PPP models being examined.


Please read para @ on # page 2 of Agendas.

310 31040 (10/09/16)
F611
79/16
310 31040 (10/09/16)

205704
07/9

208204
08/9

This issue is being ~~to~~ come up -
WAB meeting on 9/9/16. Please see the
contents attached at NP 1-2 & notes
placed opposite.


8/9/16

~~EM~~

The matter may be dealt with
as discussed at the WAB today.


The payment due and the legal position
may be pinned up pl.

Pradhan.
09/09/2016.

2-111 (cm)
09/9

~~EM~~

~~Secy (WAB)~~


9/9/16



The other Agenda Note (at S.No.2)
has been submitted by SE/CC-8/NZ
vide NO. F9(1)16/CC-8/DDA/2124 dated
8.9.2016 only. whereas this file was
put up to Dir. (Works) on dt. 05.09.16.

The WAB 6th (2016) meeting
was held on 09.09.2016 at 11:00AM with
Two Agenda items/Note of CE(DWR) &
CE(NZ) respectively.

The Draft Minutes of Meeting
has been prepared along with CE(NZ)
office & as per direction of WAB
is put up to CE(QAC), Member WAB.

for kind perusal and approval
please & if agreed, the same
may be forwarded to EM, DDA (Member)
& CAO (Member), FM (Member) and
finally to VC, DDA chairman (VIAB)



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12/09/2016

CE(QAC), DDA

EM, DDA

CAO, DDA

FM, DDA

VC, DDA

The DFA for perusal was put up to
CE(QAC). However, as CE(QAC) office
informed today i.e. CE(QAC) is on
leave for the time being, please ad

approved copy of a MOM of agenda for item/Note No. 2 by EM, DDA.



Hence, the file is recd. back from CE(QAC) office and necessary modification is done in reference to WAB item at S.No. 1. (Proposed MOM recd. from CE(DWS) and WAB item/Note 7 CE(NZ) at S.No. 2 duly modified copy by EM, recd. from SE(CC-8)/NZ.

The modified MOM of meeting held on 09.09.2016, 6th WAB(2016) is put up for kind perusal & approval pl.

[Signature]
14.09.2016

Dir (Works) *[Signature]* 15/9/16

CE(QAC), Member *[Signature]* 15/9/16

CAO, DDA, Member *[Signature]* 16/09/16

EM, DDA, Member *[Signature]* 16/9/16

FM, DDA, Member *[Signature]* 16/09/2016

VC, DDA, Chairman *[Signature]*

मि.सिल. प्रान्ति संकाय 678
दि. 15.9.16
वि. (कार्य), वि. वि. मा.
उपरी सं 623F
दिनांक 16.9.16

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CAO, DDA

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16/9/16

11/9/16

CONFIDENTIAL

Delhi Development Authority
(Work Advisory Board)

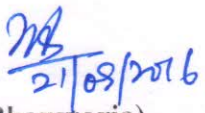
No: WAB 1(76) Vol.41/Secy./2016/ 2022

Dated: 21/09/2016

Sub: Minutes of the 6th WAB (2016) meeting held on 09.09.2016 at 11.00AM in the Conference Hall, 1st floor, B-Block, VikasSadan, INA, New Delhi.

Minutes of 6thWAB (2016) meeting held on 09.09.2016 at 11.00 A.M in the Conference Hall, 1st Floor, B-Block, Vikas Sadan, INA, New Delhi, are enclosed here with for favours of information & necessary action.

Encl:- As above

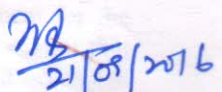

(R.K. Bhanwaria)
Secretary (WAB)

In Circulation to :

- i) Chief Engineer (Dwarka Zone), DDA.
- ii) Chief Engineer (North Zone), DDA.

Copy to:-

- i) Sr. PS to VC, DDA for kind information of the latter.
- ii) AD to EM, DDA for kind information of the latter.
- iii) Sr. PS to FM, DDA for kind information of the latter.
- iv) Chief Engineer (QAC), DDA for kind information.
- v) Commissioner (Planning), DDA.
- vi) Chief Architect, DDA.
- vii) Chief Account Officer, DDA for kind information.
- viii) Chief Legal Officer, DDA for kind information.
- ix) Sr. AO/CAU (Dwarka Zone), for kind information
- x) Sr. AO/CAU (North Zone), for kind information.


Secretary (WAB)

DELHI DEVELOPMENT AUTHORITY
(WORKS ADVISORY BOARD)

No. WAB1 (76)/Vol.41/Secy./2016/

Dated:

Subject: Draft Minutes of the 6th WAB (2016) meeting held on 09.09.2016 at 11.00A.M in the Conference Hall, 1st floor, B-Block, Vikas Sadan, INA, New Delhi. The List officers, who attended this meeting. (as per Annexure-A)

Present(S/Shri)

1. ArunGoel	Vice-Chairman	Chairman
2. Dr. Mahesh Kumar	Engineer Member	Member
3. Venkatesh Mohan	Finance Member	Member
4. Dhiraj Kumar	Chief Engineer (QAC)	Member
5. Santosh Kumar	Chief Account Officer	Member
6. Kamal Kant Toteja	EO-III to EM	Secy. (WAB)

Others (S/Shri)

1. D.P. Singh	Chief Engineer (Dwarka Zone)
2. Ajay Gupta	Chief Engineer (North Zone)
3. S.P. Pathak	Commissioner (Planning)
4. V.K. Dhar	Chief Architect
5. Anil Kumar Sharma	Chief Legal Officer

The following agenda items were discussed.

A) Category "C" : - New Items**1. WAB Agenda Item No.739/CE(DWK)/2016-17**

Name of Work : - Consultancy Services for the Project of Construction of Socia Culture Centre at Sector-11, Dwarka.

(Request for Closure of Agreement of the Consultant regarding).

The Agenda Note submitted by the CE (Dwarka) vide No. CE(DWK)F1(93)2016-17/DDA/SWD-9/4715 dated 31-08-2016 was presented by the CE (Dwarka) with the recommendation to accord permission to close the agreement of consultancy of M/s Suresh Goel & Associates who were initially appointed consultants for the project of Socio Culture Centre at sector-11, Dwarka to be executed on 'Engineering, Procurement and Construction' (EPC) mode as it has been now decided by the higher authorities in the meetings held in MoUD that in total 5 Socio Culture Centers be constructed in whole Delhi including Dwarka on 'Public, Private & Participation' (PPP) mode. The closure of the agreement of the consultants appointed for execution of work on EPC mode is necessary to be closed before appointing Transaction Advisor to take up the work on PPP mode.

In addition to request of closure of the agreement of M/s Suresh Goel & Associates , CE (Dwarka) has also sought permission of the Board for making payment to them for the services already provided by the consultants. It was also informed by the CE (Dwarka) that the consultants have done topographical survey, prepared the concept plan on 2 – 3 occasions including model and presented the same before EM / VC, DDA. It was further informed by him that concept drawings prepared by the consultants can be utilized while adopting PPP mode as such there will not be any infructuous expenditure on this account.

On query from the Board, CE (Dwarka) clarified that there is a provision in the agreement for the agreement for pre-mature closure of the work by the either party as such

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closure of this agreement is strictly in accordance of the provisions contained therein. Board enquired the details of the amount to be paid to the consultants on closures of this agreement at this stage. In response to above query of the Board, CE (Dwarka) informed that after permission of the Board for closure of the agreement, the consultants shall be served one-month notice informing closure of their agreement as provided in the Article-14 of the said agreement.

On receipt of the notice of closure, the consultants would certainly submit its claim for payment of services performed till date. However, CE (Dwarka) informed that in addition to the services performed as mentioned above, the consultants has also deposited the earnest money amounting to Rs 5.00 lakh and performance guarantee of Rs 14.45 lakh to DDA at the time of award of consultancy. However, CE (Dwarka) informed that amount to be paid to the consultants shall not be more than Rs 10.00 lakh against the total consultancy amount of Rs 2.89 crore.

After due discussions and deliberations, the Board decided to accept the recommendation of CE (Dwarka) for closure of consultancy agreement of M/s Suresh Goel & Associates subject to the condition that payment made to the consultants as a result of pre-mature closure of the agreement should not be more than Rs 10.00 lakh.

2. WAB Agenda Note Submitted By CE(NZ):- (Agenda Note of Allocation of Alternative Pockets VI,VII & Xi at Sector G7/G8 Narela to the construction agency namely M/S Shirke Construction Technology Pvt. Ltd.

Name of Work :- Construction of 24660 LIG & 4855 EWS Houses by using Prefab Technology (having Structural RCC members i.e. Columns, Beams & Slabs all precast) in Narela & Rohini , Delhi (A Turnkey Project).

SH (1) :- Construction of 11566 LIG and 2276 EWS Houses i/c internal development and electrification at Sector G-7& G-8 Narela & Sector -34 & 35 Rohini. (Group-I).

Agreement No. 01/EE/ND-12/DDA/2013-14
01/EE ND-9/DDA/2014-15

Estt. Cost:- Rs. 959.23 Crore

Tendered Cost :- Rs. 1229.92 Crores

SH (2) :- Construction of 13094 LIG & 2579 EWS Houses i/c internal development & electrification at Sector-G2 & G6 & G3 & G4, Narela (Group-II)

Agreement No. 02/EE/ND-12/DDA/2013-14

Estt. Cost :- Rs. 1093 Crores

Tendered Cost :- Rs. 1394.36 Crores.

(For Allocation of Alternation Pockets VI, VII & XI at Sector G7/ G8 Narela to the Construction agency namely M/S B.G. Shirke Construction Technology Pvt. Ltd.)

The Agenda note was submitted by SE/CC-8 vide letter No. F.9(1)16/CC-8/DDA/2124 dated 8.9.2016 and was presented by CE (NZ).

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CE (NZ) explained the WAB agenda under consideration as follows.

The abovementioned works were awarded to the agency, M/s B. G. Shirke Construction Tech. Pvt. Ltd., in April 2013, in two parts, having two separate agreements, as stated in the sub-heads above. Under the two agreements, the work was supposed to have been taken up by the agency in twelve pockets. However, work in only seven out of the 12 pockets could be taken up. The five pockets where work could not be taken up were Pockets 6B & 4B in Sector 34 & 35, Rohini under group-I & Pockets I, II & V in Sector G-3 & G-4, Narela under group-II.

CE (NZ) informed that the agency had obtained all the statutory clearances from local authorities in respect of these five pockets also, as per directions given by DDA. It was further explained that the reasons for the work in the above five pockets not having been taken up were as under:

1. **Suspension of works at sites in Rohini due to the continuous agitation by the local villagers and also due to the Order of the Hon`ble Supreme Court to maintain "Status Quo" at the aforementioned locations of works.**
2. **Suspension of works at sites in Holambi, Narela due to the Order of the Hon`ble High Court of Delhi to maintain "Status Quo" at the aforementioned locations of works.**

CE (NZ) further informed that out of total 24660 LIG & 4855 EWS flats to be constructed as per the two contracts, only 16077 LIG & 3624 EWS houses could be taken up for construction, with the available land, which is 67% of the contractual obligation. In other words, reduction in scope of works amounts to 33%.

To overcome the shortfall in the originally scheduled scope of works, alternative pockets were selected, in Narela. CE (NZ) informed that NIT provides for selection of alternative sites for the purpose of fulfilling the contractual scope of works. CE (NZ) also clarified that, on a few occasions in the past also, alternative sites were selected and allotted to meet the scope of the tendered works.

CE (NZ) stated that VC, DDA had approved the alternative sites of pockets VI, VII, VIII & IX in sector G7/G8 Narela vide order dated 20.11.2014 and, subsequently, in modification, approved the alternative sites of pockets VI, VII & XI in sector G7/G8 Narela vide order dated 17.02.2015 as pockets VIII and IX were found disputed and covered by the Status Quo order of the High Court of Delhi. He also informed that the Screening Committee in its 329th Meeting, held on 10.04.2015, had approved, as part of the original works awarded to the agency, the alternative sites of pockets VI, VII & XI and directed that the agency obtain all statutory approvals from local authorities before starting works physically. Accordingly, the agency had obtained clearances /approvals from all statutory bodies in order to commence works on the alternative sites.

CE (NZ) further informed that in accordance with the directions of VC, DDA, the proposal was referred to CVO, DDA in June/ July 2016 for his examination and opinion. CVO, DDA *inter alia* opined that it is an administrative issue and hence Vigilance does not have any role to play at this stage and further stated that CVC does not provide any guidelines on the issue of partial relocation of sites and that therefore the implementing agencies are expected to apply the relevant codes and instructions relevant to such emergent situations. He further advised that the matter be examined by departments concerned viz. Engineering, Finance, Housing, Planning, Legal, etc. jointly from all angles relevant to their fields keeping in view that the proposal should best subserve the interest of DDA as well as the public interest. He further advised that only after such due diligence has been carried out, should

these departments jointly recommend to the Vice Chairman for taking the proposal to the WAB for consideration.

Accordingly, two meetings were held under the chairmanship of EM, DDA on 16.08.2016 & 22.08.2016 to discuss and deliberate from all angles with HODs and other officers concerned, viz. Pr. Comm.(LD& H), Comm.(Plg), CAO, CLA, CA(HUPW), CE(NZ), Dir. (Finance), Dir. (H-II), Dir. (NP) and Dy. CLA, the proposal of providing alternative pockets to the agency and to determine whether the proposal will best subserve the interest of DDA and also the public interest. The minutes of these two meetings were also recorded.

In view of the foregoing, CE (NZ) placed the agenda of allocating alternative pockets VI, VII & XI to WAB for its approval.

CE (NZ) further explained the financial Implications of providing alternative pockets to the agency as follows:

- (a) The original tendered cost of two groups.....Rs. 2624.28 crore
- (b) Reduction in scope of workRs. 845.51crore
- (c) Cost of ongoing worksRs 1778.78 crore
- (d) Cost of executing the works on the alternative sites Rs1284.55 crore
- (e) Cost of two groups including alternative pockets (c+d) Rs. 3063.33 crore

The number of Dwelling Units (DU) to be constructed in alternative pockets & ongoing pockets were stated to be the following:

S.No.	Pockets	No. of LIG DUs	No.ofEWS DUs
Alternative pockets			
1.	VI	2618	580
2.	VII	2638	580
3.	XI	6511	1420
	Total	11767	2580
Ongoing works		16077	3624
Total (ongoing +alternate sites)		27844	6204

He further informed that the rates payable to the agency to construct houses and develop areas in alternative sites of pockets VI, VII & XI in Sector-G7 & G8, Narela for Group- I & II will be the same as stipulated in the original agreement.

WAB observed that CE(NZ) has to ensure that no benefit would pass to the agency due to change in number of pockets and location of sites i.e. 3 pockets i.e. Pkt -VI, VII & XI Sector-G7 & G8, Narela in lieu of 5 pockets i.e. Pkt. 4B & 6B in Sector 34 & 35, Rohini and Pkt. I, II & V in Sector G-3 & G-4, Narela. CE (NZ), in response, clarified and confirmed that the alternative pockets lie in the same vicinity as that of the original sites and were adjacent to them and that the proof-checked structural design and foundation for houses in the alternative pockets were the same as those for the ongoing works, including the soil conditions; as such, no undue benefit due to change in location would pass to the agency.

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
In confirming that alternative sites were permitted under the subject contract, he cited contract condition 2(ii) under the head of definitions of site which reads as follows: *"The site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract"*.

CE (NZ) further clarified that the Cost Benefit Analysis on the basis of data made available indicates that the cost of construction based on Plinth Area Rate 2012, duly updated, and on recently awarded similar works to the lowest bidder in DDA in June 2015 is 31.06% and 30.83% higher, respectively than the ongoing quoted rates of the agency.

On the issue of deviation resulting from construction of extra flats utilizing full FAR stipulated in the contract, CE (NZ) informed that the deviation occurring on account of construction of houses and development of the site areas in the alternative pockets would be 16.72%, which is well within the permissible limit of 20% allowed as per contract agreement vide Clause No. 12. On inquiry from WAB as to how well the scope of the contract would be fulfilled by allocating only two pockets instead of three, it was clarified that while deviation in the case of allocation of two pockets instead of three pockets was less at 5.70%, considering that the unit cost per DU stipulated in the contract was much below the unit cost per DU rate based on current Plinth Area Rate or L-1 rates obtained in the latest contract for housing concluded in 2015, and considering also that the deviation achieved with three pockets was well within the permissible limit of 20% of the project cost, the interest of DDA and the public interest is better subserved by allowing construction on adjacent three pockets available.

In response to the inquiry from the WAB regarding the benchmark against which deviation is required to be computed, CE (NZ) clarified that the deviation is to be computed with reference to the original tendered cost and that the deviations mentioned in the preceding paragraphs have been duly computed as such.

CE (NZ) also informed WAB that while considering the proposal, the aspects of arbitration in view of in-principle approvals given to the agency to obtain statutory approvals, contractual provision regarding use of alternative sites, availability of alternative sites and sizable quantum of likely arbitral compensation in case of dispute resulting from reduced scope should also be kept in mind. WAB discussed and deliberated the same and concluded that no market rates should be payable for the works to be executed in the three alternative sites/pockets and that the contractor should be bound to execute the work as per rates of the running contracts. WAB accordingly directed CE (NZ) to obtain an undertaking for this purpose from the contractor before conveying WAB's permission to the agency to commence the construction work in the alternative sites.



On inquiry from WAB, Commissioner (Plg.) confirmed that the "land use" of the alternative sites / pockets is the same as that of the original sites/pockets where work could not be taken up due to Hon'ble Court's order.

The issue of incorporating 400 FAR for EWS houses as per MPD 2021 instead of 200 FAR in the alternative pockets as per the subject contract came up for consideration. The issue was deliberated at length. The following findings/ conclusion emerged from deliberations:

- a) To achieve 400 FAR in constructing EWS houses, the number of floors required would be 20 to 25 and the number of basements 2 to 3. Since the rate in the present contract is a per DU rate and since there is no provision in the contract for arriving at the rate for construction of 2 or 3 basements etc. by way of lesser foundation/ structural scheme etc., it would make the subject contract inoperable.
- b) The cost of construction per unit DU will increase substantially. In one typical case, an exercise attempted indicated that the cost per unit DU as per DPAR-2012 would increase by 40% approximately compared to the per unit DU rate approved in the contract.
- c) The network of services like roads, sewer lines, SW drains, etc. have already been constructed / laid for the entire sector considering FAR as 200 and the cost incurred in their creation may become significantly in fructuous.
- d) An unanimous view emerged after discussion that salability of EWS flats in a 20-25 storied building was likely to be poor, particularly in areas such as Narela.

After considering the above aspects, information and clarifications, as placed by CE (NZ), the WAB found no reason to interfere with the approval granted by the Competant Authority on 20.11.2014 and 17.02.2015.



Sd/-
(Santosh Kumar)
Chief Account Officer

Sd/-
(Dhiraj Kumar)
CE (QAC)

Sd/-
(Mahesh Kumar)
Engineer Member

Sd/-
(VenkateshMohan)
Finance Member

Sd/-
(ArunGoel)
Vice- Chairman