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**DIRECTORATE OF AUDIT
GOVERNMENT OF N.C.T OF DELHI
4TH LEVEL, C-WING, DELHI SACHIVALAYA:NEW DELHI**

AUDIT REPORT OF OFFICE OF The Executive Engineer(C), DR-XIV, Delhi Jal Board. Najafgarh, New Delhi FOR THE PERIOD 2023-24

INTRODUCTION

The Internal Audit Report on the accounts of Office of The Executive Engineer(C), DR-XIV, Delhi Jal Board. Najafgarh, New Delhi, **for the period 2023-24** was conducted by the field Audit team comprising of Sh. Anand Gupta, Sr.A.O. Sh. Vijay Kumar, AO. The audit was conducted during 10 working days between 29-05-2024 to 11-06-2024.

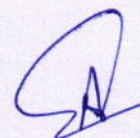
AIMS AND OBJECTIVES

The Aims and Objective of this office is to providing sewerage facilities in unsewered area of Najafgarh, Matiyala, Palam, Dwarka and Bijwasan constituency to mitigate the pollution in River Yamuna.

H.O.O./ D.D.O/AAO/Cashier

The following officers have served as HOD/ HOO / DDO / Cashier during **2023-24** :

S. No.	Name of the Officer	Period	
		From	To
HOO			
1.	Sh. OP Sharma	03-11-2021	31-01-2024
2.	Sh. R.K. Gupta	01-02-2024	Till Date
S. No.	Name of the Officer	Period	
		From	To
DDO			
1.	Sh. OP Sharma	03-11-2021	31-01-2024
2.	Sh. R.K. Gupta	01-02-2024	Till Date
Name of AAO			
2.	Sh.Jitender Jha	27-07-2022	Till Date
Cashier			
No post of cashier in the Division.			



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Expenditure of the Department for the period
2023-24

(Amount in Lakh)

1. Budget detail

Year	Capital			Revenue		
	Budget allotted	Expenditure made	Balance	Budget allotted	Expenditure made	Balance
2023-24	27487.57	20103.83	7383.74	573.09	528.18	44.91

Vacancy Statement of regular staff as on 31.03.2024:

Office of EE(C)DR-XIV

Group	Sanctioned Posts	Filled Posts	Vacant Posts
A	01	NIL	01
B	09	09	NIL
C	26	17	09

Office of MOI Najafgarh

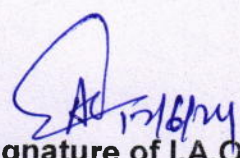
Group	Sanctioned Posts	Filled Posts	Vacant Posts
A	01	01	Nil
B	01	01	NIL
C	11	06	05

Statutory Audit:

The Statutory audit of the Office of The Executive Engineer(C), DR-XIV, Delhi Jal Board. Najafgarh, New Delhi , has been conducted upto 2018-19 by AG (Audit) Delhi.

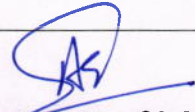
Maintenance of Records:

The maintenance of record of the Office of The Executive Engineer(C), DR-XIV, Delhi Jal Board. Najafgarh, New Delhi ,for the period 2023-24 was found satisfactory subject to the observations made in the Current Audit Report.


Signature of I.A.O.
Name of I.A.O. : Anand Gupta

PART – I**OLD AUDIT REPORT**

S.No.	Period	Details of outstanding Paras			Outstanding Para Numbers
		Opening balance	Paras Settled	Para Settled Nos.	
1	2022-23	13	0	0	13



Signature of I.A.O
Name of I.A.O. : Anand Gupta

(36) 1978

21. EE(C) DR-XIV, Najafgarh (Water Construction).)

PARA-01 Bank Reconciliation Statement for the Financial Year 2022-23. (Audit Memo No. 01 Dated: 30.10.2023)

During the Scrutiny of records provided by Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi, It has been observed that Total 17 (Seventeen) Bank Accounts are being operated in the office, detail as under :-

EE (C) DR-XIV			
SNO	Particulars	1-Apr-22 to 31-Mar-23	
		Closing Balance	
		Debit	Credit
1	Canara Bank-4783	1081140.00	
2	CBI-1115	15981927.00	
3	Corp Bank-166	9384662.88	
4	Corporation Bank-026401601000578	196857.11	
5	SBI A/C NO. 40465923737	69742.00	
6	SBI A/C NO. 41437543571	9135233.00	
7	SBI HOLDING A/C NO. 41079060087	1219.00	
8	Syndicate Bank-15/140	301073.50	
9	Syndicate Bank A/c 12261	14075900.00	
10	Syn. Bank-60011-R.Jhasi		3542944.00
11	Corporation Bank- 4116		111134650.00
12	Corporation Bank- 4132		100801273.00
	Grand Total	50227754.49	215478867.00

It is requested to provide the following information :-

7. Purpose of maintaining each Bank Accounts.
8. Reconciliation Statements of all Bank Accounts mentioned above alongwith Bank Statements.
9. Reason for Credit Balance of Bank Account mentioned at Serial Number 10 to 12.

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EE (C) DR-XIV		
Loans to Employees		
Particulars	EE (C) DR-XIV	
	1-Apr-22 to 31-Mar-23	
	Closing Balance	
	Debit	Credit
Cycle Loan		900.00
House Building Loan		43896.00
Motor Cycle Loan		40554.00
Grand Total		85350.00

It is requested to settle the above long pending Advance under intimation to Audit.

(c) **Adjustment of Other Advances (Credit Balances):-**

During the Scrutiny of records provided by Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi,, it has been observed that amount against the following Long Terms Advances/Short Terms Advances were received in excess of Loan granted, which has not been adjusted so far :-

EE (C) DR-XIV		
Other Advances		
Particulars	Other Advances	
	EE (C) DR-XIV	
	1-Apr-22 to 31-Mar-23	
	Closing Balance	
	Debit	Credit
Other Advances	717907.00	
Grand Total	717907.00	

It is requested to settle the above long pending Advance under intimation to Audit.

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Department has provided the reconciled statement of Banks mentioned at S.No.3,4 & 8 and where in time barred cheques payable on account of DRF Deductions and R.R. Charges Payable are showing pending for payment. As per Bank Rule, The cheque validity period refers to a time period is considered a valid instrument of transaction. Beyond this set period of time the cheque will be considered invalid or stale. The validity period of cheques is 3 Months, from the date of issuing. Necessary action may be taken with regarding to the time barred cheques and adjustment entries are required to be made in the books of accounts after confirmation of account whether it was paid earlier or still payable to avoid any penalty at the later stage. No reply has been provided in r/o other Banks by the department for the above observation, hence Audit team is not in position to make any comments.

Further, the department is requested to reconcile the above Bank Accounts under intimation to Audit.

PARA-02: Unsettled Loan & Advances Paid to Employees/Staff.(Audit Memo No. 02 Dated: 16.10.2023)

(C) Advance to Employees:-

During the Scrutiny of records provided by Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi, It has been observed that following Advances to Employees were paid to Employees for the LTA, Medical Advance etc. are lying unsettled for the long time, detail as under :-

Particulars	Debit
Advances to Employees	
Leave Travel Advance	4455
Medical Advance	288467
Grand Total	292922

It is requested to settle the above long pending Advance under intimation to Audit.

(D) Loan to Employees:-

During the Scrutiny of records provided by Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi, It has been observed that amount against the following Long Terms Advances/Short Terms Advances were received which is showing credit Balance in each Loan Accounts. It means that either excess amount has been received or Interest amount has received which has not been adjusted so far :-

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PARA-03 Loss Rs. 11,48,571/- on account of not availing 15% rebate on advertisement. (Audit Memo No. 03 Dated: 30.10.2023)

During the test check of records related to expenditure incurred on Advertisement by the O/o of Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi, it has been observed that the office has incurred Rs76,57,143/- on Advertisement of publication of tender notice/NIT(Notice Inviting Tender). The department has made payment directly to the concerned Advertisement Agency/media house.

Newspaper publication /media House provides 15% discount/rebate to Government department of DAVP rates for publication of Advertisement but no rebate/discount is provided to Delhi Jal Board on Advertisement by the Media House/Advertisement Agency. As per Delhi Govt. Order, it is mandatory to publish the Advertisement through Shabdarth (an Advertisement Agency of Govt. of NCT of Delhi).

Shabdarth, receive 15% rebate on Advertisement of Print media, however, the division has not published the Advertisement through Shabdarth and publish the Advertisement directly through the Advertisement agencies and not availing 15 % discount/rebate.

Sr. No.	Name of Advertisement Agency/ Media House	Amount Paid (F.Y. 2022-23)	Amount of rebate not given by the Agency/Media House (15%)
1	Amar Ujala Publications Ltd.	268822	40323
2	Bennett, Coleman & Co. Ltd.	3448494	517274
3	DAILY CHARHDIKALA	3188	478
4	DAINIK BHASKAR UNIT OF DB CORP LTD.	253091	37964
5	Front Row Media Pvt. Ltd.	26460	3969
6	HAMARA SAMAJ	4031	605
7	Hindustan Media Ventures Limited	269532	40430
8	HT MEDIA LTD.	1665190	249779
9	Jagran Prakashan Ltd.	500940	75141
10	NEW INDIA HERALD	1626	244
11	PRATEEK COMMUNICATION	3187	478
12	PUNJAB KESRI	30342	4551
13	Sahara India Mass Communication	2717	408
14	TAASIR	10094	1514
15	THG PUBLISHING PRIVATE LIMITED	1155508	173326
16	VAIBHAV PUBLICATION PVT. LTD.	13921	2088
Total		7657143	1148571

It is to mentioned that some Advertisement for tender notice are published in All Edition (All India) of the Newspaper and same tenders are published on Govt. e-platform. It is a loss to Shabdarth/Govt of NCT of Delhi for non-publication of Advertisement through Shabdarth.

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The Department is requested to look into the matter and take necessary action under intimation of Audit.

PARA-04 Penalty of Rs. 131.3535 lakh/- due to non-submission of Completion Plan by the Contractor. (Audit Memo No. 04 Dated: 31.10.2023)

As per Point no. 15.2 Completion plan to be submitted by the Contractor: -

The Contractor shall submit completion plan, as built drawing and O&M (Operation and Maintenance) manuals, GIS details as required and as applicable within 30 days of the Completion of the work. If the Contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a minimum equivalent to **2.5% of the Contract Price** or as may be fixed by the Engineer-in-Charge concerned and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.

During the test check of Records, it has been observed that the Contractor has not submit completion plan, as built drawing and O&M (Operation and Maintenance) manuals, GIS details as required and as applicable within 30 days of the Completion of the work, which attract penalty @ 2.5% of the contract value. Details are as under: -

S. NO.	Work order No.	Estimate Cost (in Lakh)	Name of the work and location	Tendered cost	Name of the contractor	Date of completion of work	Penalty to be Imposed (in Lakh)
1	04/2018-19	3177.8	P/L Sewer line in Kakrola GOC in Matiala constituency.	3530.49	M/s. Raj Conbuild Ltd. Jaihind Project Ltd-JV	31.07.23	79.445
2	01/2019-20	772.14	P/L Sewer line in Raghu nagar GOC in Dwarka constituency	932.19	JV M/S Ram Charan Bansal and M/s Vaibhav Construction	31.05.23	19.3035
3	02/2019-20	1283.3	P/L Sewer line in Dabri GOC in Dwarka constituency.	1544.28	M/S Praveen kumar Jain	30.06.22	32.0825
4	06/2022-23	20.90	Repair and Maintenance of office complex in the office of EE(C) Dr-XIV at SPS Najafgarh	24.59	M/s A.K. Traders	10.12.22	0.5225
4.	Total						131.3535

The Department is requested to look into the matter and take necessary action under intimation of Audit.

PARA-05 Penalty of Rs. 28,65,000/- due to non-submission of BAR Chart & PERT Chart by the Contractor. (Audit Memo No. 5 Dated: 31.10.2023)

Name of Work:-	Providing/Laying/Jointing Internal and peripheral sewer line in Mitraon GOC and Part of Dichaon GOC under the command of Mitraon STP.
Work Order No.:	01(2022-23) dated 06.04.2022
Amount Put to tender:	Rs. 245,12,13,405/-
Quoted Rate :	@ 12.89% above on amount put to tender
Total Cost:	Rs. 276,71,74,406/-

Completion Period : 15 Months excluding monsoon period

(2)

As per Point no. 3.9 Work Program Schedule:-

The Contractor shall within 10 days from the date of Work Order submit a detailed program for completion of Works within the stipulated period, in specified format, as categorized below, and covering all major activities:-

- Bar Chart : for contract price Rs. 1,00,00,000- Rs. 3,00,00,000
- Bar Chart and PERT Chart : for contract price > Rs. 3,00,00,000

Non-submission of above shall attract liquidated damage as described below:

For Project with contract price < Rs. 1,00 Crore: Rs. 1000/- per day

For Project with contract price > Rs. 1,00 Crore: Rs. 5000/- per day

During the test check of Records, it has been observed that the Contractor has not submitted detailed program for completion of Works within the stipulated period, in specified format, which attract penalty of Rs. 28,65,000/- (06.04.2022 to 31.10.2023= 573 days @ Rs. 5,000/- per day), as per records submitted by the department.

The Department is requested to look into the matter and take necessary action under intimation of Audit.

PARA-06 Irregularities in refund of Security deposit amounting Rs. 60,25,517/-
(Audit Memo No. 06 Dated: 31.10.2023)

As per Point no. 6.3 Refund of Security deposit:-

The security deposit shall be returned to the Contractor on certification after the Engineer-in-Charge has satisfied himself that all the terms of this contract have been duly and faithfully carried out by the Contractor and on submission of the following documents:-

(iii) labour Clearance certificate of the Contractor Issued by the labour officer.

During the test check of Records, It has been observed that the Department has Refund of Security deposit without receiving the labour Clearance certificate issued by the labour officer, which is violation of the General Conditions of the Agreement, details are as under:-

S. NO.	Work order No.	Estimate Cost (In Lakh)	Name of the work and location	Tendered cost	Name of the contract or	Date of completion of work	Amount of refunded
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1	02/2019-20	1283.3	P/L Sewer line in Dabri GOC in Dwarka constituency.	1544.28	M/S Praveen kumar Jain	30.06.22	security deposit Rs. 60,25,48
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The Department is requested to look into the matter and take necessary action under intimation of Audit.

PARA-07 Abnormal delay in Execution/Completion of work and Extension of time/Compensation for Delay..(Audit Memo No. 07 Dated: 31.10.2023)

As per Section 29 of CPWD Manual The work shall be proceeded with all due diligence on the part of the contractor throughout the stipulated period of the contract (time being deemed to be the essence of the contract). The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from theth day (as mentioned in the NIT) after the date on which the letter of acceptance is given to the contractor, if an extension of time has been granted by the competent authority for genuine hindrances, it should re-schedule the milestones appropriately for the work. The tender accepting authority should review the progress of work each month with all the concerned disciplines including the contractor. If an extension of time has been granted by the competent authority for genuine hindrances, it should re-schedule the milestones appropriately for the work. In all cases, a copy of the letter granting extension of time will be endorsed to the concerned Audit/Accounts Officer. While doing so, it should be made clear in the endorsement whether the Chief Project Manager/ Project Manager/Superintending Engineer has decided to levy or not to levy compensation or liquidated damages. (Modified vide OM DG/MAN/255 dt. 7.12.2012).

As per 33.1 Clause 2 of CPWD Forms no. 7 and 8 and clause 16 of the CPWD Form no. 12 (Modified vide OM DG/MAN/255 dt. 7.12.2012) (1) These clauses refer to recovery of compensation from the contractor for delays and defaults on his part. This clause can be divided mainly into three parts, viz. (a) Observation of time allowed for completion of the work. (b) Payment of compensation by contractor for non-commencement, not finishing in time or slow progress during execution. (c) The decision of the Chief Project Manager/Project Manager/Superintending Engineer regarding compensation payable by the contractor shall be final. (2) As already explained under section 29 of this Manual relating to extension of time for contractors and imposition of compensation for delayed performance, time allowed for completion of the work is essence of the contract on the part of the contractor. The date for commencement of the work starts from the stipulated date that is mentioned in the letter of acceptance to the contractor. (3) For slow performance or delay in the completion of the work, compensation, subject to a maximum of 10% of the tendered value, is recoverable.

The compensation for slow progress or non-completion of work in stipulated time, at the rates specified therein, is an "agreed compensation" under clause 2, which the contractor has to pay in case of default. Therefore, there is no choice for the Engineer-in-charge but to recover the same at the rates mentioned in clause 2 of the contract. If the progress of the work is slow or if work is not completed in stipulated time. In case the contractor feels aggrieved, he may appeal

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th Chief Project Manager/Project Manager/Superintending Engineer against such recovery, who may uphold the recovery at the original rates or at reduced rates or completely waive off the same depending upon the merits of each case. In such cases the decision of the Chief Project Manager/Project Manager/ Superintending Engineer shall be final and out of purview of the Arbitration clause. (5) In case the contractor does not achieve a particular milestone as stipulated under clause 5 of the agreement, or as re-scheduled, the amount shown against that milestone shall be withheld automatically and without any notice to the contractor and may be adjusted against the compensation that may be levied at the final grant of extension of time. However, if the contractor catches up with the progress of the work on the subsequent milestone(s), the withheld amount shall be released to him. In case the contractor fails to make up the delay in the subsequent milestone(s), the amount mentioned against each milestone missed shall also be withheld. No interest shall be payable on the withheld amount.

During the test check of progress reported/status reports of the following work provided by the O/o The Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi it was noticed that 20 works were awarded by this division, the date of completions has been elapsed but there were still incomplete and yet under work-in progress status. Though, the delay in these work were from 01 Months to 28 months, Detail as per Annexure-I (enclosed).

Reason for delay in Execution/Completion of with the supporting document / extension of time/compensation etc. was called for, reply is awaited. Division may take necessary action as per CPWD Manual/Contract/agreement under intimate to Audit.

PARA-08 Irregularities in award of tender. (Audit Memo No. 08 Dated: 01.11.2023).

Name of Work:-	Providing/Laying/Jointing internal and peripheral sewer line in Mitraon GOC and Part of Dichaon GOC under the command of Mitraon STP.
Work Order No.:	01(2022-23) dated 06.04.2022
Amount Put to tender:	Rs. 245,12,13,405/-
Quoted Rate :	@ 12.89% above on amount put to tender
Total Cost:	Rs. 276,71,74,406/-
Completion Period :	15 Months excluding monsoon period

During the scrutiny of records of the above work, the following has been observed :-

1. E-tender was uploaded on e-tendering system of Government of NCT of Delhi vide Tender ID 2021_DJB_212947_1/Tender Reference No. NIT No. 06/EE@DRXIV(2021-22) for inviting tender for the above said work.
2. The followings Bidders had applied for the above said work :-
 - I. M/s ESM Infracon Pvt. Ltd
 - II. M/s Eagle Infra India Ltd
 - III. M/s Tirupuli Cement Products.

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3. During the scrutiny of Technical Bid on 17/02/2022, M/s Eagle Infra India Ltd was rejected for non-compliance with technical specification and remaining two bidders were accepted for opening of financial bid.
 4. The Financial Bid was opened on 17-12-2022 at 11:51 AM after evaluation of Technical Bids. Three Bidder participated in bid and 02 were qualified for opening of financial bid. Accordingly financial bids have been opened as per following detail :-

S.No.	Bid Rank	Bidder Name	Amount Put in Tender	Total Amount
1	L1	M/s Tirupati Cement Products	245,12,13,045/-	2,76,71,74,406
2	L2	JV M/s EMS Infracon Pvt. Ltd- Urmi Trenchless Technology Pvt. Ltd.	245,12,13,045/-	2,89,24,31,393

5. As per Minutes of **Technical Committee(TC)** held on 18-02-2022 under the Chairmanship of Member(Drainage) for the above said work, Technical Committee has recommended to place the case before **Work Advisory Committee** to consider the award of the work in favour of lowest bidder M. Tirupati Cement products as their quoted rate @12.89% above at a total price of Rs.276,71,74,406/-
6. As per Minutes of Work Advisory Committee held on 23-02-2022 chaired by Member(WS/Drainage) for the above said work, Work Advisory Committee recommends to place the case before Delhi Jal Board to consider the award of the work in favour of the lowest bidder M/s Tirupati Cement products as the quoted rate i.e. at a total price of Rs.276,71,74,406/-
7. Delhi Jal Board in its 160th Meeting held on 04-03-2022 for award of above work in favour of M/s Tirupati Cement Products @12.89% above at amount put tender against the departmental justified rate @13.36% above. Delhi Jal Board has approved the proposal vide resolution No.1242,Item No.377 dated 04-03-2022, subject to outcome of the court case pending before Hon'ble High Court of Delhi.

Audit, however, observed the following Irregularities in execution of work:-

As per the CVC guidelines and Manual for Procurement of Works 2019, for Pre-qualification Criteria, the applicant should have successfully completed or substantial

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Completed similar work during last seven years ending last day of month previous to the one in which applications are invited should be either of the following: -

1. 03 (Three) similar completed works costing not less than the amount equal to 40 (forty) percent of the estimate cost; or
2. 02 (Two) similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimate cost; or
3. 01 (One) similar completed works costing not less than the amount equal to 80 (eighty) percent of the estimate cost; or

Total Payment of Rs.52,78,81,292/-(upto 10th R.A. Bill) has been released to Agency.

During the scrutiny of test check, it has been observed that the department has brought down the criteria to 03 (Three) works of 30%, 02 (Two) works of 40% and 01 (One) works of 60%, which is irregular

PARA-09 Non-Utilization of funds to the tune of Rs. 4113.49 lakh .(Audit Memo No. 09 Dated: 01.11.2023).

As per provisions of contained Under Section 4 & 49 of the CPWD manual, every department while finalizing annual action plan should keep in mind that the budget provisions should be scrupulously prepared and there should not be over allocation leading to unnecessary large savings. Similarly, the funds allocated should be utilized fully under the budget heads for providing the facilities/services included in the annual action plan. The target fixed for execution of work in financial year should be fully achieved.

During the test check of records of total budget and actual expenditure during the period 2022-23 of the O/o The Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi, it has been observed that an amount of Rs. 4113.49/- lakh were not utilized as details below:-

Sr. No.	Head of Account name for the Year 2022-23	Budget Allocated(in Lakh)	Expenditure (in Lakh)	Saving	% of Saving
1	S/F in Un-authorized Colony	11174.59	7338.98	3835.61	34.32
2	STAFF QTR & OFFICE ACCOMODATION	25	20.9	4.1	16.40
3	I.T. INFRASTRUCTURE	4.9	0.57	4.33	88.37
4	SEWAGE IMPLANTS & PUMPING STATION	202.77	0	202.77	100
9	TRUNK SEWER	250	198.82	51.18	20.47
11	AMRUT	150	134.5	15.5	10.33
	TOTAL	11807.26	7693.77	4113.49	34.84

Out of total allocation of funds to the tune of Rs. 11807.26/- lakh, an expenditure of Rs. 7693.77 lakh has been made. The overall percentage saving were 34.84%.

The division also did not realize that they will not in a position to extract the funds available with them during the financial year 2022-23. Had they anticipated the same the

fund could have been surrendered will in time so that the same could have been utilized by some other division/project of DHB on the GNCTD.

PARA-10 Award of work at abnormally below the Estimated Cost.(Audit Memo No. 10th
Dated: 01.11.2023).

As per Section 2.5 of CPWD Manual, the Technical Sanction provides a guarantee proposals are technically sound and that the estimates are accurately prepared and are based on adequate data. The estimates of the work were prepared by the Technical Expert Engineer division on the basis of prevailing Delhi Schedule of Rates. However, it was noticed that the work was accepted much below the estimated cost, which raises questions towards the quantity of the works, awarded by the Division and also towards un-realistic approach of the Technical Expert Team while preparing the estimates of the works.

Test check of records provided by the O/o The Executive Engineer(C), DR-XIV, Delhi Jal Nijafgarh, New Delhi in r/o the work awarded and executed by the Division during the period reveals that many of the tenders have been awarded below the estimated cost. Detail of work were awarded more than 15% below the Estimated Cost, is given below:-

S. No.	work order No.	Name of the Contractor	Estimated Rate	Contract Amount	Below %	Name of the work
1	03/2021-22	M/s. Vardhman Construction	241.42	154.24	36.11%	P/L Sewer line in B-block Vasan
2	05/2021-22	M/S TRIUPATI CEMENT PRODUCT	1933.80	1585.33	18.02%	P/L/J internal and peripheral sewer Kair GOC under the command of WWTP.
3	06/2021-22	M/s Jainco buildcon pvt.ltd	5256.34	4441.08	15.51%	P/L sewerage network under command area of Goyla Vihar (Goyla Vihar WW Samata vihar, Qutub Vihar Goyla D village under EE(C) Dr-XIV
4	07/2021-22	Promax power Ltd & Infratech Pvt. Ltd. (PPL-SSG JV)	2855.96	2277.34	20.26%	P/L sewerage network under command area of Kanganheri (Badu Sarai V Raghupur, Nanakheri, Kaganheri Badusarai villages under EE(C) Dr-XI

The Department is requested to look into the matter and take necessary action under intimation of Audit.

PARA-11 Irregular grant of Extension of Time (EOT) and non-recovery of Rs. 3,83,952
(Record Memo No. 11 Dated: 02.11.2023).

Name of Work:- Providing loop trunk sewer line of 1600 mm dia by micro tunnelling method due to settlement at Xing of Sector- 2,3,5 and 6 Dwarka on DDA road no. 221 under EE© DR-XIV.

Work Order No.: 02(2021-22) dated 04.02.2022

Amount Put to tender: Rs. 2,35,91,550/-

BU

Quoted Rate: @ 5% above on amount put to tender
Total Cost: Rs. 2,47,71,128/-
Completion Period: 60 Days (Date of start of work - 07.02.2022
Date of completion of work - 07.04.2022)
Actual Date of Completion: 20.06.2022(after a delay of 74 days)

As per circular no.F.15/DJB/M(WS)/2016/1066-1201 dated 21.07.2016, point no. 2.

"Availability of Road Cutting permission: - All the required permissions for successful completion of the project should be listed while conceiving the estimate and obtained before issue of the work order. It is the responsibility of the concerned division to obtain statutory permissions."

During the scrutiny of records, it has been observed that the period of hindrance register was from 10.02.2022 to 26.04.2022(75 days). However, work had restarted on 25.03.2022 and payment for the onward period has also been released to the contractor through two RA bills. Thus actual, hindrance was only for 43 days (10.02.2022 to 24.03.2022) and the rest of the delay i.e., 31 days (74 - 43) was on the part of the contractor. The contractor is liable to pay compensation for this delay in accordance with the clause 10.3.1 of the General condition of the contract which amount to Rs. 3,83,952/-.

The Department is requested to look into the matter and take necessary action under intimation of Audit.

PARA-12 Non Deposit of R.R. Charges. (Record Memo No. 12 Dated: 02.11.2023).

During the Scrutiny of records provided by Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi, It has been observed that **Commissioner SDMC** Account is showing credit Balance of Rs. 69,11,569/- on account of R.R. Payable but same has not been remitted with the Concerned Authorities..

Reason for non-deposit of R.R. Charges may be elucidated to audit alongwith document, if any.

PARA-13 Non-Payment to contractors for Rs.1,61,566/-.(Record Memo No. 14 Dated: 03.11.2023).

During the Scrutiny of records provided by Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi, It has been observed that outstanding payment of the following contractors are pending for the long time :-

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185/c

EE (C) DR-XIV	
Contractor Payable	
	Contractor Payable
	EE (C) DR-XIV
	1-Apr-22 to 31-Mar-23
	Closing Balance
	Debit Credit
Amar Ujala Publications Ltd	99062.00
Kasturi & Sons Ltd.	62494.00
Grand Total	161556.00

The Department is requested to look into the matter and take necessary action under Intimation of Audit.

23..EE(Project) SR-I, Rohini (Water Construction.)

PARA-01 Transfer of ongoing work/project to other Division.(Memo No. 06 Dated: 15.01.2024).

During the test check of records of the O/o EE(PROJECT) SR-1, Delhi J. Board, Rohini, Delhi, it has been observed that Work " Providing/Laying 250 mm to 140 mm dia internal and peripheral sewer line in Begumpur group colonies falling under Rohini WWTP catchment area in Delhi. " was awarded to M/s ASCO-TAPI JOINT VENTURE vide work order no. 08(2018-19) dated 08.02.2019.

Further, it has been observed that the above ongoing work has been transferred from EE(PROJECT) SR-1 to Pr. CE(Dr.) Project-II, vide order N. DJB/Member(Dr.)/2022/445 dated 05.08.2022 after 42 months from Award of Work. However, no reason/justification for transfer of work is available in the records provided to the Department.

Reason for transfer of ongoing work from EE(PROJECT) SR-1 to Pr. CE(Dr.) Project-II may be furnished to audit.

PARA-02 Discrepancies in work "Construction of 5.50 MGD waste water pumping Station (WWPS) at Nangloi WTP for Kamruddin Nagar group of colonies in Mundla Assembly Constituency AC-8, Delhi on DBO Basis with 10 Year operation and Maintenance." (Memo No. 07 Dated: 15.01.2024).

Name of Work:- Construction of 5.50 MGD waste water pumping Station (WWP) at Nangloi WTP for Kamruddin Nagar group of colonies

Current Audit Report

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During the course of current audit, 14 observation Memos were issued to the Office of **Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi** for the period 2023-24. The audit Memos have been converted into 11 Audit Paras and 03 TANS

Details of Current Recovery:

Sr. No.	Memo No.	Particulars of Memo	Recovery Raised	Recovered	Balance	Incorporated in Para No.
1.	12.	Recovery of Excess Bonus/Ex-gratia Payment for Rs.2,392/-	2,392/-	NIL	2,392/-	PARA-09
2.	1.	Recovery of Income Tax for Rs.1,44,881/- (Incorrect Income Tax calculation).	1,44,881/-	NIL	1,44,881/-	PARA-10
		TOTAL	1,47,273/-	NIL	1,47,273/-	

Internal audit report has been prepared on the basis of information furnished and made available by the Office of The Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi **for the period 2023-24**. The Directorate of Audit, GNCT of Delhi disclaims any responsibility for any misinformation and / non-information on the part of auditee.



Signature of I.A.O

Name of I.A.O. : Anand Gupta

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PART-II
CURRENT AUDIT REPORT (2023-24)

PARA – 01 Penalty of Rs.83.55 lakh/- due to non- submission of Completion Plan by the Contractor. (Audit Memo No. 01 Dated 30-05-2024)

As per Point no. 15.2 Completion plan of Contract Agreement to be submitted by the Contractor: -

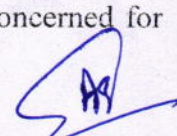
The Contractor shall submit completion plan, as built drawing and O&M (Operation and Maintenance) manuals, GIS details as required and as applicable within **30 days of the Completion of the work**. If the Contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a minimum sum equivalent to **2.5% of the Contract Price** or as may be fixed by the Engineer-in-Charge concerned and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.

During the test check of Records, it has been observed that the Contractor has not submit **Completion plan/Completion Certificate**, as built drawing and O&M (Operation and Maintenance) manuals, GIS details as required and as applicable within 30 days of the Completion of the work, which attract penalty @ 2.5% of the contract value. Details are as under: -

S N O	Work order No.	Estima te Cost (in Lakh)	Name of the work and location	Tender ed cost	Name of the contract or	Date of completi on of work	Penalty to be impose d (in Lakh)
1	03/ 2021- 22	241.42	P/L Sewer Line in B-Block Vasant Kunj Enclave, Bijwasan Assembly Constituency	154.24	M/s Vardhman Construction Company	31-05-23	3.86
2	04/202 1-22	740	P/L Additional outfall sewerline from Dashrath Puri Metro Station to Tek Chand Nursury, Sagarpur in Dwarka Constituency	694.74	M/s Raj Con Build Ltd.	31.03.24	17.45
3	05/202 1-22	1933.8 0	P/L Internal and peripheral sewer Line in Kair GOC under the command of Kair WWTP	1585.33	M/s Tirupati Cement Products	31-01-24	39.64
4	02/202 2-23	860.03	Providing Laying Sewer Line in Samalka Group of colonies in Bijwasan Assembly Constituency	903.90	M/s Brij Bhushan Sharma	05-10-23	22.60
5	Total						83.55

The Department is requested to look into the matter and take necessary action under intimation of Audit.

As per clause 15.1.2 of Contract Agreement :- Immediately after Physical Completion of Works, the Contractor shall apply to the labour officer concerned for



issued of clearance certificate against the Contractor under intimation to the Engineer-in-Charge.

On receipt of information from the Contractor, the Engineer -in-Charge shall also write to the labour officer concerned for issue of the clearance certificate. It shall be stipulated in the letter that the clearance certificate be given within a period of 30 days failing which it shall be presumed that there is no labour dispute against the Contract.

During the test check of records, it has been observed that the Contractor has not applied to the labour officer concerned for issued of clearance certificate, which is violation of General Condition of Contract.

The Department is requested to look into the matter and take necessary action under intimation of Audit.

PARA - 02 Irregularities in Procurement of Printing and Stationery Rs.75,227/-

(Audit Memo No. 02 Dated 03-06-2024)

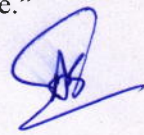
As per Delegation of financial power to Head of Department and Head of Office of Government of NCT of Delhi, 2008, Head of Office is competent to purchase of Stationery items upto Rs.10,000/- Per Annum and Head of Department is competent to purchase of Stationery Item upto 5,00,000/-.

1. During the Scrutiny of records provided by Executive Engineer(C), DR-XIV, Delhi Jal Board. Najafgarh, New Delhi, it has been observed that total expenditure on Printing and Stationery has been made to the tune of Rs. 75,227/- by the splitting the quantity/amount in small quantities of items and paid through Imprest (Amount Payable to Staff) to avoid to approval of next higher Authority. Head Office has procured the Stationery items beyond the limit of Rs.10,000/-as per Delegation of Financial power.
2. As per Rule 149. of GFR, Government e-Market place (GeM). DGS&D or any other agency authorized by the Government will host an online Government e-Marketplace (GeM) for common use Goods and Services. DGS&D will ensure adequate publicity including periodic advertisement of the items to be procured through GeM for the prospective suppliers. The Procurement of Goods and Services by Ministries or **Departments** will be mandatory for Goods or Services available on GeM. The credentials of suppliers on GeM shall be certified by DGS&D. The procuring authorities will certify the reasonability of rates.

The Department has not procured the ~~the~~ above items from GeM. All the above mentioned items were procured from open market. Hence there is violation of Rule 149 of GFR 2017 and violation of O.M. F.20/08/2017/866-873(JSexp.) dated 26.04.2017 vide which attention stipulates that the procurement of Goods and Services by Ministries or Department will be mandatory for Goods and Services available of GeM.

3. As per Rule 154 of GFR, Purchase of goods without quotation, Purchase of goods upto the value of Rs. 25,000 (Rupees twenty five thousand) only on each occasion may be made without inviting quotations or bids on the basis of a certificate to be recorded by the competent authority in the following format.

"I, am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price."



However, as per records, No certificate is available in the file that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price.

Reason for above discrepancy was called for but no reply is submitted, Department may look into the matter and necessary action under intimation to to audit.

PARA -03 : Irregularities in the work

(Audit Memo No. 03 Dated 03-06-2024)

Name of Work:-	Providing House Sewer Connections (HSC) from nearest DJB manholes to individual house in u/a colonies under Kakrola GOC
Work Order No.:	01(2023-24) dated 06.11.2023
Name of Contractor	M/s K R Construction Co.
Amount Put to tender:	Rs.4,89,23,108/-
Quoted Rate :	@ 33.12% below on amount put to tender
Total Cost:	Rs.3,27,19,775/-
Completion Period :	03 Months
Total Payment made	NIL
Date of Start of work	16-11-2023
Date of Actual Start of work :	12-12-2023
Date of Completion	15-02-2024
Date of Actual Completion :	12-03-2024

During the scrutiny of records of the above work, the following has been observed :-

1. Delay in execution of agreements and Delay in start of work :-

As per CPWD manual 2022 para 5.6.2, The Engineer-in-Charge and his representatives shall be responsible for execution of works and contract management according to the drawings, design, specifications, quality, and agreement etc. Time of completion of work shall be considered as an essential factor of contract management.

During the audit, it was observed that the Division had not entered into the agreement with the contractor within the stipulated period. In such case, how the Division ensured compliance of terms and conditions of agreement in event of any breach of contract. . Agreement was to be signed within 15 days of issuance of work order, it was also signed 10 Days later on 01-12-2023. Work was to be started w.e.f. 16-11-2023 but actually the work was started w.e.f. 12-12-2023, it was late by 27 Days, Hindrance in delay start of work was not provided.

2. Non-compliance with Labour rules & regulations and non-availability of insurance certificate :-

- a) As per point no. 13 of the work order, "The firm has to submit the list of workers with proper ID and prior permission to execute the work form the Engineer-in-Charge."

Test check of records made available to audit it revealed that the records no record is available in the file regarding list of workers with proper ID and prior permission to execute the work form the Engineer-in-Charge, which is violation of terms and condition of work order.

- b) Further scrutiny of records, it has been observed that **insurance certificate** and receipt of payment as per clause 8.1 and 8.1.5 of contract agreement in r/o insurance of work, material, machinery and equipment, employee etc. is not available in the records provided by the department.

The reasons for Non-submission of insurance Certificate was called for with the supporting documents, if any but no reply submitted.

3. Non-submission of online progress report :-

As per Clause 7.2.1 of General conditions of Contract, the contractor shall enter the online progress reports in the format of project management system (for quality monitoring, physical and financial progress monitoring) on 1st and 15th of every month during the contract. The contractor shall have to upload DPR/other report/site photographs with date of submission by 8th and 23rd of every month. The Engineer-in-Charge shall verify the entries made. No payment shall be released if the progress has not been entered at the prescribed frequency and in the prescribed format. During the test check of Audit, it was revealed that the Division had not adhered to the Codal provision. Online progress report is not being submitted by the contractor and payment is being passed for payment without submission of progress report.

4. Non-submission of monthly record of Labour :-

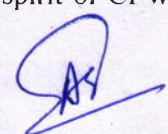
As per clause 17.7 of General Conditions of the Contract, the Contractor shall submit by 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively. In case of non-observation of above conditions, the contractor shall be liable to pay to DJB a sum not exceeding Rs. 1000/- for each default or materially incorrect statement. Test Check of the records revealed that the Contractor had not submitted the requisite labour reports fortnightly during the execution of work.

Reasons for non-observation of the codal provisions/Terms & Condition of Contract Agreement was called for but no reply submitted.

5. Deviation in quantities of agreement items amounting to Rs.21.24 lakh without recording specific reason.

Division has prepared the estimate of the works and amount of estimate of each works taken in to NITs put to tender. The engineer in in-charge shall prepare schedule of quantities of work after physical visit of site so that during the execution of work quantities do not vary. The estimate cost of work was drawn on the basis of bill of quantity and their rate on DSR. As per CPWD Works Manual schedules of quantities of works prepared very judiciously and base on site conditions. Any deviations made in quantities approval of Competent Authority for deviations in quantities required with reasons and same should have been recorded in the deviation statement.

On Scrutiny of the **Work Order No. 01 dated 01/2023-24 dated 06-11-2023** regarding Providing House Sewer Connections (HSC) from nearest DJB manholes to individual house in u/a colonies under Kakrola GOC Works are revealed that as per schedule of quantities/ Completion Report items were executed less/over and above the estimated quantities. However, reasons for the same have been not recorded in deviation statement. The increase /decrease schedules of quantities of works after award of works are against spirit of CPWD manual.



(18)

Deviations of Work Order No.01/2023-24 dated 06-11-2023 are indicated in the table below

S. No	Item No.	Brief of item	Schedule quantities	Executed quantities	Savings in quantities	Excess quantities executed	Rate (In ₹)	Savings	Excess	Total Deviation
1	2	3	4	5	6 (4 - 5)	7 (5-4)	8	9 (6 x 8)	10 (7x8)	(9+10)
1.	3	Demolishing dry brick in floor, drain etc.	683.10	781.27	-	98.17	1068.45		104890	104889.73
2.	5.	Construction of Brick masonry manhole 1:4, foundation concret	345	396	-	51	5044		257244	257244
3.	16	Providing and laying 75 mm thick compacted bed of dry brick aggregate of 40 mm thick normal size including finishing smooth	698.625	8791.64		8093.015	196.3		1588658	1588658
4.	22	Hire charges of pump set of capacity 4000 Litres/hour	100	284		184	995.83		183233	183233
							TOTAL		21,34,025	21,34,025

Reason for Deviation of quantity/ non preparation of realistic estimate of quantities was called for but no reply submitted.

Reason of the above irregularities may elucidated to audit after due verification of facts and figures.

PARA -04 : Delay/Slow progress of works leading to missing the deadlines for completion of works.

(Audit Memo No. 04 Dated 03-06-2024)

As per CPWD manual Para 5.6.2 The Engineer in Charge and his representatives shall be responsible for execution of works and contract management according to the drawings, design, specifications, quality, and agreement etc. Time of completion of work shall be considered as an essential factor of contract management. Further, as per Clause 10.3.1 of General Conditions of Contract of NIT, if the contractor fails to maintain the required progress in terms of clause 10.4 or to complete the work and clear the site on or before the completion.

AS

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he shall, without prejudice to any other right or remedy available under the law to the employer, on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or as the engineer-in-Charge (whose communication in writing shall be final binding) may communicate on the Contract Price for every completed day/month (as applicable) that the progress remains below that specified in clause 10.4 or that the Works remains incomplete. Provided that the same provision shall also apply to items or group of items for which a separate period of completion from that provided under clause 10.4 has been specified. Compensation for delay of Works shall be @1.5% of Contract Price, for each month of delay to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Contract Price or the Contract Price of the item or group of items of Works for which a separate period of completion is given.

During the test check of progress reported/status reports of the following work provided by the O/o The Executive Engineer(C), DR-XIV, Delhi Jal Board. Najafgarh New Delhi vide letter Dated 30-05-2024, it was noticed that 7 Projects had been completed in the Financial Year 2023-24 but date of completions already has been elapsed, hence delayed. Moreover, 7 project are still in work-in-progress status, in most of cases date of completions has been elapsed and progress is not upto mark. Detail of all project is attached as per Annexure-"A".

Reason for delay in Execution/Completion of work with the supporting document / extension of time/Hindrance and compensation was called for but no reply submitted, The Department is requested to look into the matter and take necessary action under intimation of Audit.

PARA 05 : Non-compliance with Labour rules and regulations.

(Audit Memo No. 05 Dated 03-06-2024)

As per point 17.10.1 of the GCC, "*In the event of the Contractor committing a default of breach of any of the provisions of the Employer, Contractor's labour Regulations and model rules for the protection of health and sanitary arrangement for the workers as amended from time to time of furnishing any information or submitting or filing any statement under the provisions of the above Regulation and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Employer as sum as liquidate damage equal to Rs. 200/- for each event of default per day subject to a maximum of 5% of the Contract value. In the event of the Contractor defaulting continuously in this respect the liquidate damages may be enhanced to 2000/- per event for each day of default subject to a maximum of 5% of the Contract value.*"


As per Section 34.1 of CPWD Works Manual 2014

- (3) *If a contractor employs 20 or more workmen on any day in the preceding year, the contractor is legally bound to take license from the Licensing Officer i.e., Assistant Labour Commissioner (Central).*

Test check of records made available to audit it revealed that no record related to the labour has been provided to the audit by the department.

It is requested to provide the "Labour Registration Number" of the all projects and also provide the all other records related to the labour working (i.e. No. of Labours , Name of the labour, Insurance etc.)

The Department is requested to look into the matter and take necessary action under intimation of Audit.



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PARA : 06 - Loss of Rs.1,58,208/- on account of not availing 15% rebate on Advertisement.

(Audit Memo No.06 Dated 05-06-2024)

During the test check of records related to expenditure incurred on Advertisement by the O/o of **Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi**, it has been observed that the office has incurred **Rs.10,54,719/-** on Advertisement of publication of tender notice/NIT(Notice Inviting Tender). The department has made payment directly to the concerned Advertisement Agency/media house.

Newspaper publication /media House provides 15% discount/rebate to Government department of DAVP rates for publication of Advertisement but no rebate/discount is provided to Delhi Jal Board on Advertisement by the Media House/Advertisement Agency. As per Delhi Govt. Order, Advertisement may be published through Shabdarth (an Advertisement Agency of Govt. of NCT of Delhi. Being an Government agency "Shabdarth", receive 15% rebate on Advertisement of Print media, however, the division has not published the Advertisement through Shabdarth and publish the Advertisement directly through the Advertisement agencies and not availing 15 % discount/rebate, detail as under :-

Sr. No.	Name of Advertisement Agency/ Media House	Amount Paid (F.Y. 2023-24)	Amount of rebate not given by the Agency/Media House (15%)
1	Amar Ujala Publications Ltd.	57307	8596
2	Bennett, Coleman & Co. Ltd.	258144	38722
3	HAMARA SAMAJ	2226	334
4	Hindustan Media Ventures Limited	57076	8561
5	HT MEDIA LTD.	307420	46113
6	Jagran Prakashan Ltd.	95040	14256
7	NEW INDIA HERALD	1416	212
8	THG PUBLISHING PRIVATE LIMITED	264117	39618
9	Jan Ekta	11973	1796
Total		1054719	158208

It is a loss to Shabdarth/Govt of NCT of Delhi for non-publication of Advertisement through Shabdarth.

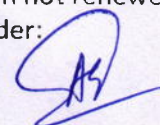
Division is requested to offer their comments on the above observation.

PARA : 07 - Failure of Division to renew Performance Bank Guarantee/FDR.

(Audit Memo No.10 Dated 05-06-2024)

As per Central Vigilance Commission in order to safeguard the Government Interest, it would be appropriate to take reasonable amount of Performance Bank Guarantee valid up to warranty period for due performance of the contract. The validity of the Bank Guarantees needs to be carefully monitored and whenever extension in the delivery period is granted, the validity of Bank Guarantee should also be appropriately extended so as to protect the Government Interest.

Test check of records made available to audit it revealed that validity of BG/FDR not renewed timely to protect government interest. Details of FDR/BG expired/time barred is as under:



Date of Completion 05-01-2024
Date of Actual Completion Work-in-Progress (76.86%)

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01. Non-submission of online progress report :-

As per Clause 7.2.1 of General conditions of Contract, the contractor shall enter the online progress reports in the format of project management system (for quality monitoring, physical and financial progress monitoring) on 1st and 15th of every month during the contract. The contractor shall have to upload DPR/other report/site photographs with date of submission by 8th and 23rd of every month. The Engineer-in-Charge shall verify the entries made. No payment shall be released if the progress has not been entered at the prescribed frequency and in the prescribed format. During the test check of Audit, it was revealed that the Division had not adhered to the Codal provision. Online progress report is not being submitted by the contractor and payment is being passed for payment without submission of progress report.

02. Non-submission of monthly record of Labour :-

- (a) As per clause 17.7 of General Conditions of the Contract, the Contractor shall submit by 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively, The number of labour employed on the work, their working hours, wages paid to them, detail of accident occurred during the fortnight, number of female workers who has been allowed maternity benefit. In case of non-observation of above conditions, the contractor shall be liable to pay to DJB a sum not exceeding Rs. 1000/- for each default or materially incorrect statement.

Test Check of the records revealed that the Contractor had not submitted the requisite labour reports fortnightly during the execution of work.

(b) Non Compliance with Labour rules & Regulation :

As per clause 17.10 and Section 4 :- In the event of Contractor committing a default or breach of any of the provision of the Employer, Contractor's Labour Regulations and model rules for protection of health and sanitary arrangement for the workers as amended time to time or furnishing any information or submitting or filing any statement under provisions of the above Regulations and Rules which is materially incorrect, he shall, without prejudice to the event of default per day subject to maximum of 5% of the Contract Value. In event of the Contact defaulting continuously in this respect the liquidated damages may be enhanced to Rs.2000/- per event for each days of default subject to maximum of 5% of the Contract value. The decision of the Engineers-in-Charge shall be final and binding on the Contractor.

Further as per Section 5 (CPWD Contractor's Labour Regulation) :-The contractor shall maintain Proper record of the workmen deployed, Attendance Card-cum-wages slip, working hour, holidays, Wages Register, minimum wages paid to them as per Minimum Wages(Central) Rules 1960 as amended from time to time. Fine and deduction which may deducted from wages.

On Test check of Record, it has been observed that above said records not provided alongwith with the Running bills or otherwise.

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S. No.	Page No./S. No. of FDR Register	Name of the work	Name of the contractor	Amount of FDR	Date of maturity of FDR	Remarks
	1	P/L Sewer line in Kakrola GOC in Matiala Constituency	M/s Raj Conbuild Ltd Jai Hind Project JV	28,27,098/-	31-05-23	Work Completed
	2	P/L Sewer Line in Raghu Nagar GOC in Dwarka Constituency.	M/s Ram Charan Bansal Const. Pvt. Ltd. M/s Vaibhav Construction	13,50,000/-	31-05-23	Work Completed
	4	P/L Sewer Line in B-Block Vasant Kunj Enclave Bijwasan Assembly Constituency	M/s Vardhman Construction Company	4,65,000/-	02-04-23	FDR/Work Completed
	7	Providing/Laying/Joining Internal and peripheral Sewer Line in Goyla Vihar GOC in Matiala Constituency	M/s Jainco Buildcon Pvt. Ltd.	49,56,000	10-04-24	Work Completed
	12	P/L/J Internal and peripheral Sewer Line in Bijwasan East GOC under Bijwasan Constituency AC-36	M/s Raj Conbuild Ltd.	54,76,139/-	05-04-24	Letter issued for Re-validation

Reason for Non Revalidation of PG/BG/FDR in time and Non Refund of PG/BG/FDR, if work is completed, is not provided, Division may take appropriate action for timely renewal of FDR/BG to safeguard the interest of Government.

PARA 08 : Irregularities in the work.

(Audit Memo No.11 Dated : 07-06-2024)

Name of Work:- Providing/Laying/Joining internal and peripheral sewer line in Mitraon GOC and Part of Dichhaon GOC under the command of Mitraon STP.

Work Order No.: 01(2022-23) dated 06.04.2022

Amount Put to tender: Rs. 245,12,13,405/-

Quoted Rate : @ 12.89% above on amount put to tender

Total Cost: Rs. 276,71,74,406/-

Completion Period 15 Months excluding monsoon period

Total Payment made 1,44,59,75,953/-

Date of Start of work 16-04-2022

Date of Actual Start of work 16-04-2022

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Reasons for non-observation of the codal provisions/Terms & Condition of Contract Agreement was called for but no reply is submitted.

3.

Non-compliance of insurance of work/Plant and Machinery

On the Test check of records, it has been observed that **insurance certificate** and receipt of payment as per clause 8.1 and 8.1.2 of contract agreement in r/o insurance of work, material, machinery and equipment, employee etc.. It is observed that certificate of Workman Compensation Insurance of ICICI Lombard in r/o 19 persons has been submitted but detail of actual manpower deployed on the work is not been provided, therefore, from the documents submitted, it cannot be determined, whether, all the manpower deployed on the work is covered or not in the policy and insurance of Material, Machinery is also not provided.

The reasons for Non-submission of insurance Certificate with the supporting documents, if any was called for but no reply submitted.

4. Deviation in quantities of agreement items amounting to Rs.3.36 Crore without recording specific reason.

Division has prepared the estimate of the works and amount of estimate of each works taken in to NITs put to tender. The engineer in in-charge shall prepare schedule of quantities of work after physical visit of site so that during the execution of work quantities do not vary. The estimate cost of work was drawn on the basis of bill of quantity and their rate on DSR. As per CPWD Works Manual schedules of quantities of works prepared very judiciously and base on site conditions . Any deviations made in quantities approval of Competent Authority for deviations in quantities required with reasons and same should have been recorded in the deviation statement. *As per delegation of Financial Power vide Letter No.DJB/Fin./Dir(F&A)/DD-II/Sr.AO/F&G/DFP/2022-23/1292-1309 Dated 09-11-2022 - S.No.4 & S.No. 5 of the power of Annexure dated 08-11-2021 Member(Admin)(WS/(Dr) is empowered upto 10% in cases costing upto Rs.500 Lacs to sanction of excess over awarded cost/Extra/Substitute Item/Deviation in quantities of agreement item,"*

On Scrutiny of the **Work Order No. 01(2022-23) dated 06.04.2022** regarding Providing/Laying/Jointing internal and peripheral sewer line in Mitraon GOC and Part of Dichaon GOC under the command of Mitraon STP are revealed that as per schedule of quantities/ Completion Report items were executed over and above the estimated quantities. However, reasons for the same have been not recorded in deviation statement. The increase schedules of quantities of works after award of works are against spirit of CPWD manual.

Deviations of **Work Order No. 01(2022-23) dated 06.04.2022** are indicated in the table below :-

S. No.	Item No.	Brief Description of work	Scheduled Quantity	Executed Quantity	Deviation/ Excess Quantity executed	Rate	Total Deviation	Remarks Excess Quantity in Times
1	4	Demolishing Brickwork Manually	100	482.09	382.09	1469.90	561634.09	4.82
2	9	P/F 2.0 M. High GI sheet barricading with safeda ballies	10000	227763.94	217763.9	46.25	10071582.23	22.78

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3	10(i)	Open timbering in trenches including strutting and shoring complete	34846.89	47212.47		67.00		
					12365.58		828493.86	1.35
6	19	Brick Work with F.P.S. bricks of class designation 75 in foundation and plinth	100	680.07		6376.25		
					580.07		3698671.34	6.80
7	20	12 mm cement plaster of mix : 1:4 (1 ememnt: 4 Coarse sand)	300	3852.19		276.15		
					3552.19		980937.27	12.84
8	21	Neat cement punning	300	1714.41		62.75		
					1414.41		88754.23	5.71
9	22	Providing SN 8 Double wall corrugated HDPE Pipes (500 mm internal Dia/580 Outer Dia)	5080.72	5622		1992.00		
					541.28		1078229.76	1.11
10	27	Providing (Supplying) at site ISI Marked NP-3 class R.C.C. pipe HDPE (800 mm ID NP3 R.C.C. S & S Pipe)	2335.68	2565		5611.20		
					229.32		1286760.38	1.10
11	28	Lowering Laying and Jointing in trenches NP3 class RCC pipe HDPE Lining (2-3 mm thick) {medium duty} (800 mm ID NP3 R.C.C. S & S Pipe)	2335.68	2548.58		189.10		
					212.9		40259.39	1.09
12	28	Lowering Laying and Jointing in trenches NP3 class RCC pipe HDPE Lining (2-3 mm thick) {medium duty} (1400 mm ID NP3 R.C.C. S & S Pipe)	449.44	810.13		523.20		
					360.69		188713.01	1.80
13	31	Hire Charge of Pump Set	500	854.73		936.55		
					354.73		332222.38	1.71
14	33	De-siltin of open Nallah based on bucket system in running and under foul	100	165.03		772.30		
					65.03		50222.67	1.65

15	34	Making arrangements for shoring to position support sides of trench	200	6187.5		1383.45		
					5987.5		8283406.88	30.94
16	52	Carriage of material by manual Labour including loading unloading and stacking for leave for 150 m iii) Earth	12127.46	31757.28		114.81		
					19629.82		2253699.63	2.62
					TOTAL		2,97,43,587.11	
					12.89% above on amount put to tender		38,33,948	
					TOTAL		3,35,77,535	

Reason for Deviation of quantity/ non preparation of realistic estimate of quantities was called for but no reply submitted. The Department may look into the matter and obtain the necessary approval of the Competent Authority in r/o Deviation of work.

PARA :09 - Recovery of Excess Bonus/Ex-gratia Payment for Rs.2,392/-.

(Audit Memo No.12 Dated : 07-06-2024)

As per Office Order No.08 Dated 10-11-2023 of Delhi Jal Board, Bonus was payable as under :-

“The payment will be equal to one-month salary as on 31-03-2023 subject to maximum of Rs.7000/-(Rupees Seven Thousand only). The term salary included basic pay, special pay, DA. The quantum of Non-PLB (Adhoc Bonus) will be worked out on the basis of average emoluments/calculations ceiling which is lower. To calculate Non-PLB (Adhoc Bonus) for one days, the average emoluments in a year will be divided by 30.4 (average number of days in a month). This will, thereafter, be multiplied by the number of days of bonus granted. To illustrate taking the calculation ceiling of month emolument of Rs.7000/- (where actual emoluments exceeds out to $\text{Rs.}7000 \times 30 / 30.4 = \text{Rs.}6907.89$ (rounded off to Rs.6908/-)”).

During the test check of PBR/Record, it has been observed that Rs.7000/- as Bonus has been paid to eligible employee of Delhi Jal Board instead of Rs.6908/- as illustrated above as prescribed limit. Hence Rs.92 (7000-6908) has been in excess of limit prescribed in the above said order, Detail of employees is as under :-

S.No.	Name and Designation	Bonus Paid Amount (Rs.)	Bonus Payable Amount (Rs.)	Excess Payment Amount (Rs.)
1.	Smt. Anita, Field Asstt.	7000	6908	92
2.	Sh. Ashish Kumar, Sr. Asstt.	7000	6908	92

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3.	Sh. Devinder, Field Asstt.	7000	6908	92
4.	Smt. Durgesh Jangra, Sr. Asstt.	7000	6908	92
5.	Smt. Geeta Devi, PCAMR	7000	6908	92
6.	Ms. Guddi, PCAMR	7000	6908	92
7.	Sh. Joginder Singh, DM-II	7000	6908	92
8.	Smt. Kamla Kumar, FA	7000	6908	92
9.	Smt. Maneshwari, FA	7000	6908	92
10.	Sh. Mohit, PCAMR	7000	6908	92
11.	Smt. Nirmala, FA	7000	6908	92
12.	Sh. Raj Kumar Jha, Sr. Asstt.	7000	6908	92
13.	Rakesh Kumar, Chowkidar	7000	6908	92
14.	Smt. Santosh, FA (20019301)	7000	6908	92
15.	Smt. Santosh, FA (40012018)	7000	6908	92
16.	Smt. Savita Sharma, ASO	7000	6908	92
17.	Sh. Sajid Hussain, FA	7000	6908	92
18.	Sh. Shailender Singh, JE(C)	7000	6908	92
19.	Sh. Ramesh, FA	7000	6908	92
20.	Shri Krishan, Chowkidar	7000	6908	92
21.	Sh. Sukhbir Singh, FA	7000	6908	92
22.	Sh. Sumit Kumar Bhatt, Dresser	7000	6908	92
23.	Ms. Sunila Kumari, Swafi Karamchari	7000	6908	92
24.	Sh. Suresh Chander, FA	7000	6908	92
25.	Sh. Tarun Shokeen, JE (c)	7000	6908	92
26.	Sh. Vijender Singh, PCMAR	7000	6908	92
			TOTAL	2392

The H.O.O. may review the above irregularity and necessary steps should be taken to recover excess amount Rs.2,392/- officials of Delhi Jal Board after due verification of facts & figures under intimation to audit. Similar Cases may also be reviewed accordingly.

PARA : 10 - Recovery of Income Tax for Rs.1,44,881/- (Incorrect Income Tax calculation).

(Audit Memo No.13 Dated : 10-06-2024)

Sub : Incorrect Income Tax calculation, resulting in recovery of Rs.1,44,881/-

During test check of the Income Tax calculations for the Financial Years 2023-24 (Assessment Year 2024-25), It has been observed that following allowance i.e. Non-Practice Allowance(NPA), DA on NPA, PGA Allowance has not taken into consideration while calculating the Income Tax in r/o Dr. Ajay Gupta, Detail as under :-

Period	NPA	DA on NPA	PGA	TOTAL
Mar-23	25360	9637	2250	37247
Apr-23	25360	10651	2250	38261
May-23	25360	10651	2250	38261
Jun-23	25360	10651	2250	38261
Jul-23	25360	10651	2250	38261
Aug-23	25360	10651	2250	38261
Sep-23	25360	10651	2250	38261

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Oct-23	25360	10651	2250	38261
Nov-23	25360	10651	2250	38261
Dec-23	25360	10651	2250	38261
Jan-24	26120	12015	2250	40385
Feb-24	26120	12015	2250	40385
TOTAL	305840	129526	27000	462366

Therefore, Income Tax has been recalculated as under:-

Particulars	Tax Calculation as per DDO	Tax Calculation as per Audit
Gross Income Including NPS Govt. Contribution As Per Calculation Sheet "Computation of Income Tax FY 2023-24 (As per NEW REGIME)	3519606	3519606
Non-Practice Allowance	0	305840
DA on NPA	0	129526
PGA	0	27000
Gross Income	3519606	3983972
Less – Standard Deduction –	-50000	-50000
Less–Deductions NPS Govt.contribution	-347619	-347619
Total of Deductions	-397619	-397619
Total taxable income	3121987	3586353
Income Tax Calculation		
Tax on total income	636597	775906
Health and Education cess @ 4%	25464	31036
Income Tax payable	662061	806942
Income Tax Recoverable		144881

DDO may therefore take necessary action to recover the Income Tax of Rs. 1,44,881/- from the above said officers/officials after due verification of facts and figures under intimation to the audit.

PARA : 11 - Discrepancies in the Books of Accounts

(Audit Memo No.14 Dated : 10-06-2024)

During the test check of the Books of Accounts/Trial Balance for the Financial Year 2023-24, the following Discrepancies have been noticed, Detail as under :-

- Closing Balance for the Financial Year 2022-23(Tally) has not been carried forward to Financial Year 2023-24(FMS), hence Accounts are not showing the correct Balance at the end of Financial Year as on 31-03-2024.
Reason for Non Carried forward of Closing Balance of 31-03-2023(F.Y. 2022-23) to 01-04-2023 (F.Y. 2023-24).
- In the financial Year 2022-23 the following Ledgers of Bank Accounts were exists in the books of Accounts as per Trial Balance, whose accounts Ledger are not opened in the Book of Accounts for the Financial Year 2023-24, detail as under :-

(Signature)

Bank Accounts Ledgers as per Books of Accounts were as on 31-03-2023

EE (C) DR-XIV			
SNO	Particulars	1-Apr-22 to 31-Mar-23	
		Closing Balance	
		Debit	Credit
1	Canara Bank-4783	1081140.00	
2	CBI-1115	15981927.00	
3	Corp.Bank-166	9384662.88	
4	Corporation Bank-026401601000578	196857.11	
5	SBI A/C NO. 40465923737	69742.00	
6	SBI A/C NO.-41437543571	9135233.00	
7	SBI HOLDING A/C NO.-41079060087	1219.00	
8	Syndicate Bank 15 /140	301073.50	
9	Syndicate Bank A/c 12261	14075900.00	
10	Syn. Bank-60011-R.Jhasi		3542944.00
11	Corporation Bank- 4116		111134650.00
12	Corporation Bank- 4132		100801273.00
	Grand Total	50227754.49	215478867.00

But in the financial Year 2023-24 only one Ledger of Bank is reflecting in the books of Account as on 31-03-2024, detail as under :-

Schedule Bank	Debit	Credit	Balance
SBI A/c No.3571	2126498843	2126498843	0

Reconciliation Statement along with Bank statements of the above said Bank Accounts was called for but no reply submitted.

3. Unsettled Loan & Advances Paid to Employees/Staff

As per Trial Balance of F.Y. 2022-23, the following Unsettled Loan & Advances Paid to Employees/Staff/Other Advances accounts were having Debit Balance/ Credit Balance in the F.Y. 2023-24, which was need to settled but it seems that same has not been carried forward to F.Y. 2023-24.

Particulars	Debit F.Y. (2022-23)	Credit (F.Y. 2022-23)	Debit F.Y. (2023-24)	Credit (F.Y. 2023-24)
Loan Advances and Deposits				
Advances to Employees	302422.00		Not found	Not found
Loans to Employees		85350.00	Not found	Not found
Other Advances	717907.00			
Total	1020329.00	85350.00	Not found	Not found

Reason for non-settlement of the Loan and Advance was called for but no reply submitted. If the above mentioned accounts have been settled, Ledgers Accounts of the same may be provided to the Audit.

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PARA-12 : Non- Maintenance of Cash Book

(Audit Memo No.07 Dated 05-06-2024)

Rule 13 of Receipt & Payment rules provides that all the govt. Officers who are required to (a) receive Government dues and handle cash or (b) perform the functions of drawing and disbursing officers (with or without cheque drawing powers), or both: —

- (i) Every such officer (referred to in this rule as the Head of the Office) should maintain a cash book in Form G.A.R.3.
- (ii) All monetary transactions should be entered in the cash book as soon as they occur and attested by the Head of the Office in token of check

However, during Scrutiny of record, it reveals that Cash Book has not been maintained by the DDO of EE(Civil), Drainage -XIV, Najafgarh, New Delhi during the audit period. It is evident from the Day Book that cash on a/c of RTI fees, Medical Subscription have been deposited by Challan 1 to 16(Annexure-"B") with IU-HO but Cash Book not been maintained as per rule. Every Entry was required to be entered in the Cash Book and these entries were to be signed by DDO. Balances should be attested by the DDO/HOO at the end of each month.

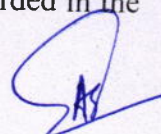
Necessary action may be taken to maintain the proper Cash Book as per norms.

**PART-III
(TEST AUDIT NOTE)**

TAN -01 Improper maintenance of ECR/PBR.

(Audit Memo No.08 Dated 05-06-2024)

During test-check of ECRs/PBRs for the audit period 2023-2024, it has been observed that the ECRs/PBRs have not been in prescribed format i.e GAR-17. The following discrepancies were also noticed:

1. The mandatory page counting certificate duly signed by the HOO/DDO was not recorded on the first page of the ECRs/PBRs.
 2. Every entry in the ECR/PBR should be authenticated by DDO, but it was observed that entries in the ECRs/PBRs were not signed by the DDO. Hence, the authenticity and correctness of the information entered/recorded cannot be justified.
 3. **Incomplete personal information** – The mandatory information/details of the officials (which were required to be written on the upper part of each page) were also not found in any cases. Details like Date of Joining, GPF/PRAN No, Basic pay, Address, DOB, details of loan/advances/refunds, Govt. Accommodation etc. were not recorded in the ECRs/PBRs, which is incorrect.
 4. Index of PBR/ECR not prepared.
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5. Past information of employees who have been transferred into the unit (required to be entered from LPC) were not found recorded in the ECRs/PBRs. This information is required for calculation of Income Tax, GPF contribution etc.
6. Gross total of all relevant columns for income tax purposes has not been carried out in the ECRs/PBRs.
7. Withdrawal /Advance payment details of GPF not mentioned in Pay bill Register.
8. Details of Govt. Accommodation not mention in ECRs/PBRs.

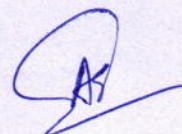
Necessary steps may be taken by the Department to remove the above said discrepancies and compliance be shown to the next Audit.

TAN 02 Discrepancies in maintenance of Service Books.

(Audit Memo No.09 Dated 05-06-2024)

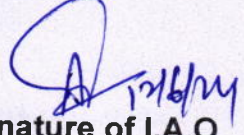
During the test check of Service Books of the employees of Office of **Executive Engineer(C), DR-XIV, Delhi Jal Board, Najafgarh, New Delhi,,** the following discrepancies have been noticed:

- (ii) **Non-inclusion of Aadhaar** (Unique Identification) number in Service Book of Government Servant - As per DOPT O.M.No.Z-20025/9/2014-Estt.(AL) dated 3rd November, 2014, it has been made compulsory for the departments to ensure that the Service Books of all employees have an entry of the employees' Aadhaar Number. However, it has been observed that Aadhaar Number has not been recorded in most of service books.
- (iii) **Verification and communication of qualifying service after 18 years of service or 5 years before retirement.**- As per Rule 32 of CCS (Pension) Rules, on completion of 18 years or 5 years before the date of retirement, whichever is earlier, verification of services of the Government servant concerned should be completed and a certificate of verification be issued to him in the prescribed form (Form 24). However the service was not verified in any case.
- (iv) **'Home Town' declaration** under LTC scheme is to be kept in the Service Book. Home Town declaration entry was not found in Service Book in many cases.
- (v) **GPF Account Number** is to be entered on the right hand top of page 1 by means of a rubber stamp as soon as the official is admitted to GPF. GPF A/c number was not mentioned in some Service Books.



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- (vi) **In the case of Transfer** – Certificate will be recorded for the period up to the date for which pay is drawn by the office, even if it is part of the month/ year. The new office should verify whether certificate has been recorded correctly and agrees with LPC.
 - (vii) **Leave-Account** – It was observed that, leave account are not maintained properly.
 - (viii) **Photograph**: The particulars of each Government Servant at the first page of Service Book should be re-attested after every five years and Photograph of the every officials needs to be updated in every 5 Years. Vide GID below SR 197, a photograph of the Government servant is to be affixed on the right hand corner of the Service Book. However, the same was not found in most of the service books. In several cases the photographs were not affixed or very old.
 - (ix) Entries of verification of Character and Antecedents of the employees, not found in the Service Books.
 - (x) **Common Nomination Form not used** - Common Nomination Form for Gratuity, General Provident Fund and Insurance under the relevant rules has been introduced by the DOPT and it is obligatory on part of the Government Servant to fill common nomination form in Form 1 and submit to the Head of Office or authorized gazetted officer. However, the same was not found attached/pasted in most of the service books.
 - (xi) Service Book is required to be shown to the officer/official every year and signature of the officer/official concerned is obtained. But this procedure is not being followed by the department.

Therefore, necessary steps may be taken by the Department to remove the above said discrepancies and compliance be shown to the next Audit.


Signature of I.A.O
Name of I.A.O. : Anand Gupta

Details of Progress of Work upto March 2024.

S. No.	Work Order No.	Estimated cost (in Lakh)	Name of work and location	Tender Cost (in Lakh)	Name of the Contractor	Date of Commencement of work	Stipulated Date of Completion of work	Date of Completion of work	Physical Progress of work	Total Payment made against Work (in Lakh)	Remarks Delayed/Slowly	Compendensation to be recovered subject to clause 10 of C.A. (In Lakhs)
1	04 (2018-19)	3530.49	P/L Sewer line in Kakrola GOC in Matiala constituency.	3177.80	M/s Raj Conbuild Ltd. Jaihind Project Ltd-	04.02.19	03.08.21	31.07.2023	100%	3005.09	Delayed 728 Days (01 Year 11 Month 29 Days)	317.78
2	07 (2018-19)	932.19	P/L Sewer line in Raghu Nagar GOC in Dwarka constituency	772.14	JV M/S Ram Charan Bansal and M/s Vaibhav Construction	21.06.19	10.06.21	31.5.23	100%	554.33	Delayed 721 Days (01 year 11 Month 22 Days)	77.21
3	03 (2019-20)	854.31	P/L Sewer line in Sadh Nagar group of colonies in Palam constituency.	732.40	M/s Krishna Contractors	26.09.19	25.09.21	Work in Progress	89.90 %	425.19	Slow 980 Days (02 year 08 Month 07 Days) Calculated upto 31-05-2024	73.24
4	03 (2021-22)	241.42	P/L Sewer line in B-block Vasant Kunj Enclave Bijwasan Assembly Constituency.	154.24	M/s. Vardhman Construction Company.	14.02.22	13.03.23	31.05.2023	100%	131.71	Delayed 80 Days (02 Month 19 Days)	6.05

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