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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 PWD, Ex. Engg. (C) (North East) Bldg. 276, DDA Flats, Mansarover Park, Shahdara Delhi – 110032 (DDO M-222, 84319 (1447/12) (Shifted & Merged w.e.f. Feb. 2022 with M-213) Shastri Park (Near IT Park), Delhi -110053 for the period 2020-2022.

INTRODUCTION

The Internal Audit Report of PWD, Ex. Engg. (C) (North East) Bldg. 276, DDA Flats, Mansarover Park, Shahdara Delhi – 110032 (DDO M-222, 84319 (1447/12)(Shifted & Merged w.e.f. Feb. 2022 with M-213)Shastri Park (Near IT Park), Delhi -110053 on the accounts for the period 2020-2022 was conducted by the field Audit Party No.XXII Comprising of Sh. Shalendra Kumar Heta, IAO/Sr. AO and Sh. Vinay Arora, AAO. The conducted during 10 working days between 05.06.2023 to 19.06.2023 (one day C.L. on 13.06.2023).

AIMS & OBJECTIVES:-


Office of the Executive Engineer, PWD Civil Building Maintenance Division (M-222), DDA Flats, Mansarover Park, Shahdara, Delhi shifted to PWD North East (B & R) maintenance division lies PWD circle North East (M)/M-21 which was headed by Chief Engineer, PWD Zone East (M)/M-2, MSO Building, New Delhi. The division has to look after the maintenance work of Govt. buildings of North East of Delhi which includes O/o the Dy. Commisioner (North East), ITI Nand Nagri, B.R. Ambedkar college, wazirabad road, Delhi, SDM court seelampur and various government schools. Besides, the division has also to carry out some deposite work of schools and other departments of North East region. Both these offices have been merged by the PWD Engineer-in-Chief office vide letter no.27(8)/EC/PWD/2021/248 dated 01.02.2022.

The following officers/officials have been served as Ex. Engg./HOO/DDO/Cashier during 2020 to 2022:-

Head of the Office/D.D.O (Smt./Shri/Ms.)				
Sr.No.	Name of the Officer	Designation	Period	
			From	To
1.	C L. Meena	Ex Engineer	01.04.2020	21.10.2020
2.	V.K. Singh	Ex. Engineer	21.10.2020	04.08.2021
3.	R. K. Tripathi	Ex Engineer	05.08.2021	17.01.2022
4.	V.K. Singh	Ex. Engineer	17.01.2022	07.03.2022

List of Cashier

Sr.No.	Name of the Officer	Designation	Period	
			From	To
1.	Jatinder Kumar	UDC	01.04.2020	July 2021
2.	Sandeep	LDC	09.07.2021	07.03.2022



Budget & Expenditure of the Department for the period: 2020 to 2022.

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Year	Budget	Expenditure	Balance Amt.
Revenue:			
2020-21	262.50	257.63	4.87
2021-22	227.97	185.03	42.94
Capital:			
2020-21	636.00	614.73	21.27
2021-22	247.41	245.41	2.00

Vacancy Statement: As on 31.03.2022(merged with M-213).

S. No.	Name of the post	No. of Sanctioned posts	Filled	Vacant
1	Group – 'A'	-	-	-
2	Group – 'B'	-	-	-
3	Group – 'C'	10	06	04
Total :		10	06	04

Statutory Audit:-

The Statutory audit of the PWD, Ex. Engg. (C) (North East) Bldg. 276, DDA Flats, Mansarovar Park, Shahdara Delhi – 110032 (DDO M-222, 84319 (1447/12) (Shifted & Merged w.e.f. Feb. 2022 with M-213) Shastri Park (Near IT Park), Delhi - 110053 has been conducted by AG (Audit) Delhi up to March 2022.

Maintenance of Records:-

The maintenance of record of PWD, Ex. Engg. (C) (North East) Bldg. 276, DDA Flats, Mansarovar Park, Shahdara Delhi – 110032 (DDO M-222, 84319 (1447/12) (Shifted & Merged w.e.f. Feb. 2022 with M-213) Shastri Park (Near IT Park), Delhi - 110053 for the period 2020-22 was found satisfactory subject to the observations made in the Current Audit Report.

Old Audit Reports & Recoveries –

There was only 38 audit paras outstanding in the previous Audit Report as per the following details:-

S.No.	Period	Details of outstanding paras			Outstanding Para Numbers
		Opening balance	Paras settled	Para Settled Nos.	
1.	1979-80	12	0	0	1, 4, 7 to 16
2.	2006-08	05	0	0	4, 5, 6, 7 & 11
3.	2008-12	13	0	0	1, 2, 3, 5 to 14
4.	2013-16	05	01 (taken a fresh)	05	1 to 4
5.	2016-20	03	0	0	1, 2 & 3
Total		38	01	-	37

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Details of Old Recoveries

S. No.	Period	Recovery of Para No.	Details of Recoveries [Amount in rupees]			Remarks
			Raised	Amount Recovered/ Regularized	Balance	
1.	2008-12	13	11954	Nil	11954	
2.	2013-16	01	377157	Nil	377157	
3.	2013-16	02	201830	Nil	201830	
4.	2013-16	03	3660	Nil	3660	
5.	2016-20	01	15830	Nil	15830	


Current Audit Report :

During the course of current audit, 16 Observation Memos were issued for the period 2020-2022. Nil Audit Memos have been settled on the spot. Out of 16 remaining observation Audit Memos, 13 Audit Memos have been converted into paras and 03 into TANs.

Details of Current Recovery:-

S.No.	Memo No.	Details of Recoveries [amount in rupees]			Incorporated in Para No.
		Raised	Recovered/regularized on Spot	Balance	
		NIL			

Internal Audit report for the period 2020-22 has been prepared on the basis of information furnished and made available by of PWD, Ex. Engg. (C) (North East) Bldg. 276, DDA Flats, Mansarover Park, Shahdara Delhi – 110032 (DDO M-222, 84319 (1447/12)(Shifted & Merged w.e.f. Feb. 2022 with M-213)Shastri Park (Near IT Park), Delhi -110053. The Directorate of Audit, GNCT of Delhi disclaims any responsibility for any misinformation and / non-information on the part of auditee.


(SHALENDRA KUMAR HETA)
INSPECTING AUDIT OFFICER
AUDIT PARTY NO. XXII

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PART-I

OLD AUDIT REPORT
(1979-2020)

PART I

(15) (48) 52/c

(19)

INSPECTION REPORT IN RESPECT OF THE ACCOUNTS OF DIVISION XVIII, P.W.D., M.S.O. BUILDING, IX FLOOR, DELHI FOR THE PERIOD 1979-80

~~PARA-1~~
Para-1

Section II (a)

Para 1

Splitting of Purchases

From cash book dated 5.1.80 it was noticed that tender forms amounting to Rs 4000/- were purchased during 11/79 vide 20 vouchers bearing CV Nos 19 to 35 and 46 to 48 each for Rs 200/- from the same form. viz M/s J. Nand and Sons as detailed below.

C.V. No	Cash memo No & Date of M/s J. Nand & sons	Amount
19	809 dt 16.11.79	Each for Rs200/-
20	816 dt 23.11.79	
21	803 dt 2.11.79	
22	807 dt 9.11.79	
23	811 dt 16.11.79	
24	814 dt 23.11.79	
25	820 dt 23.11.79	
26	802 dt 2.11.79	
27	810 dt 16.11.79	
28	806 dt 9.11.79	
29	815 dt 23.11.79	
30	818 dt 29.11.79	

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57/C

34	813 dt 23.11.79	
35	819 dt 29.11.79	- A
46	817 dt 29.11.79	- A
47	801 dt 2.11.79	-
48	805 dt 9.11.79	

In this connection, following comments are offered.

- i) N.A.C. from central store and also from other divisions does not appear to have been obtained.
- ii) Purchases through 20 separate vouchers from the same dealer during 11/79 clearly shows that purchases were ^{split} up merely to avoid calling of tenders and availing of benefit of competitive rates which was irregular and needs ~~regularisation~~ regularisation under the orders of C.P. A under advice to Dte of audit.
- iii) It would be seen from the cash memos of the dealer that cash memo ~~xxxxxxx~~ of the bearing No 816 & 820 were issued on 23.11.79 and cash memos nos 817, 818, 819, on 29.11.79 which was ~~not~~ understood as to how late cash memo bearing machine No 820/23.11.79 could have been dated earlier than the cash memo on 817 to 819 of subsequent. The cash memo No 820 which had been issued on 23/11/79 need therefore to be ^{genuineness of purchase} looked into to examine the ~~the~~. It is further suggested that matter

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(3)
24
50/c

from him. This may be locked into and recovery affected under advice to Dte of audit.

Other cases of the similar nature may also be reviewed in the light of above and action taken as suggested under intimation to audit.

PADA-2
Page-2

Para 4

Excess calls from residential telephone.

Under the existing orders expenses over and above 750 calls from residential telephones during a quarter from the officers below head of the Department/Secretaries were to be met by the officers themselves but during a scrutiny of telephone register it was noticed that full payment even over and above authorised 750 calls were made out of Public fund which was irregular. All such cases may be reviewed and recovery made from the concerned officials under advice to Dte of audit.

Few instances are however given below:-

Telephone No	Period	Total calls	Authorised calls	Excess calls	amt
312431	11/4/79 to 10/7/79	1399	750	649	194.70

11) It was noticed in general that phonogramme charges of telephones installed in offices were paid from time to time out of public fund but from the face of the register it could not be ascertained that whether or not above calls were officials as no such certificate were found recorded therein

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(23)
49/C

verified. All such cases may be reviewed and count below intimated interalia affecting recovery if any, under advice to Dte of audit.

Few instances are however given below:-

Tele No	Date on which phonogramme made.	amount
275260	31.1.80	6.25
272602	1/79	18.50
272602	7.2.79	7.50
	28.2.79	5.50

Para 5

Irregular payment of scooter charges

1) It was noticed that various officials understood local journey by scooter and were reimbursed accordingly since under the existing orders, local journey by ~~extra~~ and made other than Bus etc could be undertaken only with the prior sanction of the competent authority but during a course of audit it was observed that no prior sanction was obtained before journeys were undertaken by scooter. Further no supporting voucher in support of journey having undertaken by scooter was available. Hence reimbursement of scooter charges were not in order and either ex post facto sanction to regularise the payment may be obtained or recovery effected under advice to Dte of audit.

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①
④
⑤
40%

Further it was also ~~xxx~~ noticed that physical verification of stamp account at end of each month had also not been carried out. In the absence of which correctness of stamp in hand could not be ensured if the physical verification was timely exercised the ~~diff~~ in stamp account could have been detected earlier. The reason for not observing the ~~codal~~ formalities needs elucidation.

PARA-3

Para 7

Para-3

G.P.F. class IV

During the check of GPF ledger of grade B employee, it has been observed that in the ledger account of Sh Rajpal GPF No 3/EE/PWD XVIII excess interest on GPF was allowed in the ledger during the year 1979-80. The interest should have been allowed for Rs 93/- whereas Rs 102/20 has been allowed. Thus Rs 9/- excess allowed. ~~xxxxxxx~~ This may please be rechecked, corrected and compliance reported to audit.

PARA-4

Para 8

Para 4

Misc Public works advances

M.P.W.A. register is meant for recording the outstanding item pending recovery/adjustment and should be cleared at the earliest and should not remain outstanding for an indefinite period. but during a course of audit it was noticed that a sum of Rs 126315.86 from various parties as per annexure attached is still outstanding pending recovery/adjustment. Action may be taken to recover the outstanding at the earliest under intimation to audit.

Annexure

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47/10

Annexure

M.P.W.A.

<u>Page of MPWA Reg</u>	<u>Month</u>	<u>Amt</u>	<u>Description</u>
58	8/81	471.91	Final bill Sh S.N. Verma
53	1/82	900.00	Cost of cement confiscated by Police
58	8/82	25225.90	Balance works done after recession.
58	8/82	62598.50	Addl sewerage work
61	8/82	15.60	Loss of rebate
61	2/83	1918.60	Fixing of Barbed wire
61	2/83	3436.35	Balance work comp- ound work wall
61	5/83	1433.00	Sh Shisbu Pal
61	6/83	<u>30316.00</u>	Sh K.L. Dewan
		26315.86	

From page 58 of MPWA register it was noticed that an advance payment of Rs 226627.26 was made to Delhi state industrial development corporation ltd on a/c of cost of 1000 MT cement during 9/80 and the same still finds place as minus entry although a period of 3 years has already elapsed. The minus balance may be get reconciled after proper verification of the total advance payment made and material recovered and compliance shown to audit. In case material has not yet been recovered step may be taken to get back the amount from DSIDC under intimation to audit

PARA-5
Para 9

Para-5

-11-

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9 41C

Log book

Jeep DHF- 4296

During scrutiny of log books relating to a period 1979-80 January 80 in particular a remaining in general, the following omissions were noticed:-

- i) As per provisions contained in rule 33 staff car rules, full details of the official journey was required to be recorded in the log books but as observed that a word 'official' was under col 9 provided for the purpose. Disadherence of the criteria needs elucidation. However ensure compliance in future.
 - ii) As per provisions contained in rule 39 staff car rules, a senior officer should scrutinise the log books once in a month and certificate to the effect that there was no misuse during a month was to be recorded therein but during a course of audit it was noticed that log books was never scrutinised by any senior officer. This needs elucidation.
 - III) Under the existing orders monthly Goswara was required to be prepared at the end of each month but as that the same was not prepared at the end of 7/79, 8/79, 9/79, 10/79, 11/79, 12/79. It was not understood as to how authorities were watching that best possible K.P.L. was bearing achieved in the best interest of the state.
- Further monthly Goswara prepared at the end of 4/79, 5/79, 6/79, 1/80 and 2/80 were not completed in itself as neither the same was signed by any officer nor balance of petrol

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Goswara prepared was worked out in the absence of which it was not understood as to how correct average KPL was worked out. This may be elucidated.

For instance 7.19 KPL was shown as achieved at the end of 31.3.79 against 1834 KM run by consuming 255 ltr POL. Had full POL of 255 Ltr consumed during 3/79 as to how vehicle covered 184 Km on 1/4/79 without drawal of any POL. This may be looked into and correct position intimated to audit.

iv) Average Kilometer Per liter worked at the end of 3/79, 4/79 5/79, 6/79, 1/80, 2/80 and 3/80 as under :-

3/79	=	7.19 KPL
4/79	=	7.1. KPL
5/79	=	6.41 KPL
6/79	=	6.5 KPL
1/80	=	4.87 KPL
2/80	=	4.77 KPL
3/80	=	5.32 KPL

It would be seen from the above that vehicle was not giving best possible KPL as the same is reducing from month to month. This may be looked into and every possible efforts may be made to achieve best possible average kilometre per litre.

iv) As per Goswara prepared at the end of 4/79 out of 330 ltr petrol 320 ltr was shown as consumed leaving 10 ltr in the tank. During 5/79, 270 ltr POL for 5/79, works out to 270 + 10 Ltr whereas in Goswara for 5/79 reveals total, petrol of 270 ..

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This may be looked into and cost thereof recovered from the defaulting official after due verification under intimation to audit.

Para 10

Para 6

PARA-6

Lapsed security deposits

Under the existing orders amount of security deposits remaining unclaimed for more than 3 years are to be transferred to Misc receipt and the security deposit suspense Head is to be released but during scouting of relevant register it was noticed that certain securities as per annexure attached are lying unclaimed for more than 3 years and the same has not been transferred to Govt misc receipt head. Requirement may please be completed now under advice to Dte of audit.

'Annexure'

Lapsed security deposits

Part II

<u>SlNo</u>	<u>Month</u>	<u>Amt</u>	<u>Contractor name</u>
1	9/79	12833.00	M/s S.P. Construction Co
2	12/79	241.00	Sh P.P. Singh Bedi
3	6/80	1742.00	Sh Shisu Pal
4	8/80	<u>124.00</u>	Sh Shiv Pal.
		14840.00	

Part V

1	1/79	100.00	Sh S.M. Verma
2	1/80	100.00	

4.	7/80	6500.00
5.	7/80	720.00
6.	8/80	1237.65
		<u>8953.45</u>

M/s Babutta constn Co
 Sh Sumar chand
 Sh P.K. Shanma

Part II	14940.00
Part V	<u>8953.45</u>
	23893.45

Para 11 **PARA-7**

Irregular drawal of HRA

Sh T.K. Sarkar Asstt Eng

From page 93 of PBR for 1979-80 it was noticed that he was in receipt of HRA @ Rs 102/- Pm from 3/79 to 5/79 Rs 106.50/- pm from 6/79 to 2/80 while he was residing in Govt accommodation viz 782, Sector III R.K. Puram, New Delhi. Since under the existing orders Govt official is not eligible for drawal of H.R.A. if he/she resides in accommodation allotted either to him or to his family members and parents etc etc. In view of the above, matter may please be looked into and correct position ascertained and overpayment, if any, may be worked out and recovery made under intimation to Dte. of audit.

PARA-8
Para 12

Name of work :- Construction of G.H.S. School for 960 student at Seemapur. (S.H. compound ...)

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The above work was awarded to Sh Gyan Vaishney for Rs 138861/- against the ~~xx~~ estimated cost of Rs 92387/- which worked out @ 50.30% above the estimated cost put to tender. The time allowed for carrying out the work was three months. The work was started on 4/10/79 and was physically completed on 12/4/80. The time extension case was also granted by competent authority.

In this connection the following observations was made.

- 1) As per clause 19 D of the agreement contractor should submit the ~~labour~~ report fortnightly failing which he is liable to pay Rs 50/- for each fortnightly to the Govt, during the scrutiny of bill of this work it was noticed that no labour report was submitted by the contractor for this work, hence recovery of Rs 600/- approximately may please be made from the contractor and compliance reported to audit.
- 2) In the cement register column provide for signature of AE/EE has been left blank. The reasons for the same may please be intimated.
- 3) As per para 39 of section IV of C.P.W.D. manual Vol II provided that a revised estimate is required to be prepared and sanctioned if the expenditure is beyond 50% of the amount of original estimate, it was noticed that estimated cost of this work was Rs 95160/- but the work was got executed for the cost of Rs 142665/- i.e. beyond 5% of varia-

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The following records have also not been shown to audit in the absence of which the work executed could not be scrutinised.

- a) Correspondence file prior to 24.10.79.
- b) Time extension proforma Part I & II
- c) Indent file of cement.
- d) Extra item sanction thereof
- e) Substitute item sanction thereof
- f) Completion certificate recorded in the MB.

The circumstances as to why the records in question had not been produced for checking.

PARA-9

Para 13

Page 9

Excess over sanctioned estimate

Revised estimate is required to be prepared and sanctioned if the expenditure is beyond 5% of the amount of original estimate as per instructions laid down in para 39 of section IV of CPWD Manual Vol II, but it was noticed that in the following cases, the expenditure has exceeded this limit.

SNo	Name of work	Amount of estimate sanctioned	Actual expenditure	Excess
1	C/o Staff Grt (DA) at karkandooma (S.H. 60 Nos type II	Rs 1316400/-	1405954	89554/-

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3. C/o staff grts for (DA) at karkardoona (SII Gomas type III grts)	1275900/-	1749637/-	4733737/-
4. C/o Govt Hr Sec School at Nandnagir (SH Road & Drain)	24750/-	27913/-	3163/-
5. C/o Govt Hr Sec school at Nandnagir for 960 students	88190/-	112237/-	24047/-

Para 14

Page-10

Contractor's ledger

PARA-10

During the scrutiny of contractor ledger relating to the period 79-80 onwards revealed following irregularities:-

i) It was observed that ledger as required under rules were not closed monthly. Disregards of criteria needs elucidation. However ensure compliance in future.

ii) In addition to other instance two cases of 79-80 as detailed below are lying outstanding apparently due to non finalisation of bills pending recoveries from the contractor. Immediate steps may be taken to settled the long outstanding balance under intimation to audit.

SNo	Name of contractor	Name of work	amount
1	M/s P.K. Bansal	A/Ram/o to MDH Shahdara	Rs 301.50
2	M/s Grand Enng Co	160 Type I Qrs MDH Shahdara	Rs 252.00

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Para 15

Para-11

Payee receipts

i) From P/185 of Acquittance roll register it was noticed that cheque for Rs 65.80 against bill no 115 of 7.8.80 was shown to have been issued to Sh T.K. Sarkar on account of Addl DA but no payee receipt in token of cheque/payment having been ~~xxxxxx~~ recovered by him was obtained. This may be looked into and correct position intimated to audit. However payee receipt may be obtained to avoid any complication in the later stage.

ii) From P24 it was noticed that 5 cheques amounting to Rs 5450.70 against bill no 25 of 4/79 were issued but payee receipt were obtained from 4 officials only. Remaining payee receipt may also be obtained and shown at the time of next audit.

Similarly at page 28 of ARR cheque for Rs 51.95 was shown as issued to Sh J.J. Lal but no payee receipt was obtained. Needful may please be done now as otherwise it also result loss of revenue by Rs 8.20 to the state in individual case.

Para-12

Para 16

Main cash book

During scrutiny of cash book for 1979-80 in particular 1/80 and remaining in general, the following omissions were noticed

i) It was noticed that Rs 618/- were shown to have been remitted into Bank though cheque on 2.1.80. The above said amount relates to earnest money recovered from different contractor

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which was not understood and needs elucidation. Apparently amount so recovered might have been utilised for some other purpose other than it was meant is irregular. However such practice may be avoided in future.

Cash was
let in
Account
purpose
Cash was
let in
Account
purpose
Similarly Rs 8586.05 were remitted into Bank on 21.1.80 relating to various cash receipts on account of sale of tenders etc by cheque whereas amount in question was recovered in cash.

ii) Rs 9382.00 shown to have been paid to M/s standard scrutiny works on 21.1.80 vide CV No 88 of 1/80 but no voucher in support of payment was found available in the post file in the absence of which correctness of payment could not be verified. The above said voucher may be traced out and shown at the time of next audit.

Similarly Rs 2549.65 were shown to have been paid to A.M. Jain JE vide CV No 93 dt 1/80 but no voucher in support of payment was available in the file. This may also be provided at the time of next audit.

~~XXXXXXXXXX~~

(J.P. CHADDA)
ACCOUNTS OFFICER (HQ)

Pass-13

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PARA No. 17

Sub:- Work of Rs.26,07,120/- awarded and executed without inviting Open Tender during audit period.

Rule 148 of GFR 2005 stipulates that a demand of goods should not be divided into small quantity to make piece meals purchases to avoid the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand.

Section 14.1 of CPWD Manual provided that tender should be called for all works costing more that Rs.50,000/-. Section 14.2 further provides that in emergent cases, work order can be awarded without call of tenders subject to the condition that the total amount of all the works awarded without call of tenders in a financial year after the approval of competent authority as per power delegated, shall not exceed the annual limit prescribed by competent authority. However, during the course of test audit of work order register/files pertaining to audit period 2006-07 & 2007-08, it has been observed that division has split the work into two to four works as per details given below:-

S.No.	Work order No	Name of the work	Period	Amount in Rs
1	04/EE/PWD/M-222	Renovation of DC(N/E) office complex Nand Nagri. Providing furniture	2006-07	Rs.3,25,570/-
2	05/EE/PWD/M-222	Renovation of DC(N/E) office complex Nand Nagri. Providing furniture in SR office	2006-07	Rs.4,27,948/-
3	09/EE/PWD/M-222	Renovation of DC(N/E) office complex Nand Nagri. Providing furniture in DC office	2006-07	Rs.4,37,870/-
4	11/EE/PWD/M-222	Renovation of DC(N/E) office complex Nand Nagri. Providing furniture in SDM office	2006-07	Rs.4,17,235/-
5	01/EE/PWD/M-222	Renovation of two rooms for voter registration of EPIC centre at AC-49	2007-08	Rs.3,48,990/-
6	02/EE/PWD/M-222	Renovation of two rooms for voter registration of EPIC centre at AC-49	2007-08	Rs.6,49,507/-
		TOTAL =		Rs.26,07,120/-

The above works were of not urgent nature and as such the same should have been awarded by inviting open tender as laid down in GFR 2005 (Rule 149 to 151). Thus awarding work on work orders without calling open tender the division has failed to get competitive rates of these works.

Further during 2006-07 splitting work of Rs.16,08,623/- into four work and work of Rs.9,98,497/- into two work in 2007-08, division has avoided the approval of the higher competent authority as per delegation of power of CPWD manual.

The divisional authority may elucidate above irregularities to audit.

Para-14
PARA No. 18

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Sub: Expenditure of Rs.6,02,460/- without the approval of competent authority

Section 2.5.2 of CPWD Works Manual provides that the technical sanction can be exceeded upto 10% beyond which revised technical sanction shall be necessary. Further as per section 23.1.2, Deviations beyond this limit of $\pm 10\%$ should not be made at site without in principle approval of T.S. authority. Once the principle approval is obtained, the total deviations shall be sanctioned by officers as per delegation of powers given under manual.

Similarly as per section 23.2.3, No extra/substituted items should be executed or approved without the prior concurrence of its necessity by the authority who awarded the technical sanction.

During the course of scrutiny of records of Agreement No. 24/EE/PWD M-222/07-08, it revealed that division has incurred expenditure on deviation items amounting to Rs.1,81,738/- which 28.50% of tendered cost Rs.6,36,776/-. No approval of competent authority (SE) has been obtained in this case.

Similarly expenditure on Extra items to the tune of Rs.4,20,722/- was incurred by the division with the approval of competent authority.

Revised A/A & E/S is also required as per section 2.3.5, 2.4 & 2.4.2 of CPWD Manual, which was also not obtained by the division.

Thus division has incurred excess expenditure of Rs.6,02,460/- above the sanction amount which is 94.6% above tendered amount.

The reason for above regularities may be elucidated to audit and get the expenditure regularized from competent authority.

ARA No. 19

Para-15

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48 (52) -
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Sub: Avoidable Expenditure due to inaccurate estimates

CPWD Works Manual (section 4.2.1 & section 23) stipulated that on receipts of administrative approval and expenditure sanction, detailed estimate should be prepared accurately, based on adequate data, for obtaining technical sanction. The payment of deviation /extra items beyond the permissible limit is to be made as per schedule F of the contract. For other than foundation work, a deviation limit of 30% is allowed for payment at the agreement rates and market rates are payable to the contractor is deviation exceeding the limit of 30%.

Test checks of records of the office of PWD M-222 revealed that there is huge variations in tendered amount and amount actually paid to the contractors. A statement of such cases is enclosed. There is huge variation between tendered amount and extra work done & payment made to contractor. The reason for these variation are due to deviation of work or extra items provided by the contractors. But deviation or extra work to the extent of more than 100% are on very higher side and the purpose of estimation of cost, period etc. done at the time of planning is forfeited.

Reason for allowing deviation/extra work in cases listed may be stated to audit and in future the preliminary estimates/tendered cost be prepared on more realistic basis and deviation be brought on minimum basis.

2007-08

S. No	Agmt. No.	Name of work	Estimated cost (in Rs.)	Tendered cost (in Rs.)	Time period for completion	Actual amount paid (in Rs.)
1	4	Renovation of Hall for Voters' registration and EPIC centre of AC-50 at Lala Hardyal Public Library Brahmpuri, Delhi Contractor – M/s Irfan Ahmed, C-756 Jahangirpuri Delhi	832809/-	1077405/- 29.37% above E.C.	20-7-07 to 19-9-07 Actual date of completion 17-12-07	2479450/-
2	5	EOR to I.T.I. Nand Nagri Delhi (SH: Providing and fixing CGS Sheet over old AC sheet in Motor Workshop) Contractor – Shri Surender Pal, A-8/332 Mandoli Extn. Delhi-93	170349/-	177146/- 3.99% above E.C.	3-8-07 to 2-9-07	227829/-
3	32	Renovation of office of Food & Supply Circle-48, M.S. Park Shahdara Delhi SH: Flooring, glazing, white washing etc. Contractor – Shri Narender Singh	285329/-	257073/- 9.90% below E.C.	29-3-08 to 28-5-08 Actual date of completion 29-5-08	367276/-
4	37	My Delhi – I Care Scheme (SH: Providing and fixing signage board at Jyoti Colony) Contractor – Shri Sushil Kumar	220945/-	407423/-	1-4-08 to 14-4-08	414307/-
5	6	EOR to I.T.I. Nand Nagri Delhi (SH: Extensive repair to 2 Nos. residential qtrs.)	344545/-	376932/- 9.40% above E.C.	2 months 7-8-07 to 6-10-07	300753/-
6	24	Renovation of existing hall to accommodate single window functioning for DC(NE) office at Sunder Nagri Delhi	794580/-	636776/- 19.86% below	2 months 13-2-08 to 12-4-08	1239236/-

P. A No. 7

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(Sub: Excess Expenditure of Rs.5132978/- without A/A & E/S and availability of fund

Name of work :- Providing AC Sheet roofing over 90 nos. mud house at RTC
Wazirabad Delhi
Agreement No. :- 12/EE/PWD-18/06-07
Tender ID No. :- 057-2006-02709
Estimated cost :- Rs.62,19,480/-
Tendered cost :- Rs.66,52,978/-

As per section 2.3.5, 2.4, 2.4.2 of CPWD Manual, Administrative Approval & Expenditure Sanction can be exceeded upto 10% beyond which revised A/A & E/S shall be necessary. This should be applied for as soon as such excess in foreseen.

During the course of scrutiny of records of aforesaid work, it revealed that expenditure incurred by division was above 10% of the sanctioned amounts.

The administrative deptt. (Delhi Police) has given A/A & E/S of Rs.76,54,120/- vide letter no. 3536-45/L&B Cell/PHQ(DA-NDR) dated 4-3-2006 for execution of work and also placed the fund at the disposal of Executive Engineer, PWD Divn. 18(M-222). However, against the A/A & E/S of Rs.76,54,120/-, division has booked an expenditure Rs.1,27,87,098/-.

It is further revealed that division has prepared revised estimates of Rs.1,30,91,800/- and sent to competent authority for A/A & E/S, but till date revised Expenditure Sanction could not be obtained and the final bill was paid without their fund availability and without the receipt of completion certificate. The client deptt. has pointed out some defects in construction work.

Thus division has incurred excess expenditure of Rs.51,32,978/- above the sanctioned amount of above work by 67%. The division may take up the matter with client deptt. for regularization of above expenditure.

Para-17

PARA No. 11 22 21

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Sub: Non-Maintenance of Work Register, Work Abstract and Contractor Ledger.

During the course of audit, has been observed that the division has not been maintaining the Register of Works, Work Abstract and Contractors Ledger.

According to Section 10.3 of CPWD Manual, the divisional office should maintain a permanent and collective record of the expenditure incurred in the division during a year on each work in the register of works in form CPWA 40 & 41 corresponding respectively to the two forms of work abstract CPWA 33 & 34 for major and minor works. The register of works is posted monthly from work abstracts.

Further Section 10.2 of the manual states that the accounts relating to contracts/supplies should be kept in CPWA form 43 in a book known as contractors ledger. A personnel ledger should be opened in the ledger for every contractor.

The reasons for not maintaining these records may be elucidated to audit.

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PART -II

CURRENT AUDIT REPORT 2008-09 TO 2011-12

Para-18
Para No. 01

Subject:- **Difference of Rs.16,46,255/- between remittances made and amount acknowledged by the Accredited Bank**

In terms of para 22.3.1. of CPWA code, the remittances made into accredited banks as well as charges drawn by PWD Division will be accounted for minor head - PW Remittances. The accredited bank will prepare and send daily scrolls of remittances released and payment made in addition to a copy of these scrolls sent to Divisional Officers. On receipt of the copies of scrolls, the Divisional Officer will effect reconciliation in form-51 indicating the difference between the cheques issued and remittances made by the Division on one hand and cheques encashed and remittances accounted for by the bank

For remittances into bank a consolidated receipts is obtained from bank by PW Divisional Officers and reconciled with the Divisional Cash Book and difference complied with schedule of monthly settlement by PW Divisional Officer.

Scrutiny of monthly settlement account CPWA-51 for the month of March 2012 revealed that since 06.04.1998 to 31.03.2012 there is a difference of Rs.16,46,255/- in respect of remittances made and amount acknowledged by the bank (See Ann. A). The reasons for difference were not found recorded in schedule of monthly statement. The difference of Rs.16,46,255/- may now be reconciled with the bank under intimation to audit.

Para-19
Para No. 02

Subject:- **Variation between the estimates and the tendered amount**

During the course of audit of accounts in r/o CBMD-222 PWD, Mansarowar Park, Delhi for the years 2008-09 to 2011-12, it has been noticed that there are huge variations between the Estimates and the Tendered amount. A few of them are as under:-

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Year	Agreement No.	Estimated amount	Tendered amount	Variation %age
2008-09	09	497885	372169	25.25%
	14	198399	392830	98%
	16	949903	666642	29.82%
	19	304895	396699	30.11%
	22	531475	356088	33%
	28	1832222	1351264	26.25%
2009-10	02	698838	474494	32.09%
	22	235824	140551	40.40%
	34	1694265	1154472	31.86%
	40	2026482	1286816	36.50%
2010-11	08	426800	228509	46.46%
	24	684763	458860	32.99%
	26	765869	243691	35.98%
	34	120648	73607	38.99%
	37	496500	284246	42.75%
2011-12	04	2363430	1419949	39.92%
	13	1923194	2462650	21.90%
	19	576073	760416	32%

The estimates of Works are prepared by the technically experts Engineers on the basis commodity are of prevalent DSR and depending upon the prevailing market rates; but still it has been observed that tenders have been received and accepted quoting the rates much below or higher than the estimated

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costs. Today the rates of every commodity are rising yet the tenders have been accepted much below the estimates rates.

The reasons for unreasonable variations can be attributed to either wrong assessment of the quality of items or sketchy estimates prepared in an unprofessional manner. Almost all the works (except a few) have been accepted below the estimated costs. A well defined scope of work and a realistic market rate estimate can prove to be vital input of successful execution of contract with high standards of quality. The estimate should take into considerations of relevant factors based on the prevailing market price of various inputs.

An audit memo was issued to the Division Office to submit the reasons for variations but no reply was received.

Para-20
Para No. 03

Subject:- Loss of Revenue to the tune of Rs.1,38,857/- due to foreclosure of Work

During the course of audit of accounts for the years 2008-09 to 2011-12 in r/o PWD CBMD-222, it was noticed that a Work "Stepped Platform for audience at BR Ambedkar College Ground, Shahdara, Delhi" was awarded to M/s. Rajyog Builders Pvt. Ltd. Vide Agreement No. 33/2007-08. The estimated cost of the work was Rs.846400/- and the contract was awarded 15.85% below the estimate i.e., Rs,712,246/-. The stipulated date of start of work was 27.03.2008 and completion of work was 26.05.2008 (within 60 days).

Scrutiny of the records revealed that due to non-availability of the site, the work could not be started on the stipulated date.

Para 15.1 of the CPWD Manual stipulates that availability of the "Site" should be ensured at the Planning and Designing Stage of the Work itself. The preparation of estimates and drawing and designs should be taken up only after availability of the site is ensured.

The contract on 9.7.2008 and 15.7.2008 requested the department to foreclose the work as the site was not available. The department allowed the foreclosure of the said work on 15.7.2008.

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Records also revealed that in the NIT dated 11.02.2008, the Division has mentioned that "the site of the Work is available".

The said work was further re-awarded to M/s. Surender Pal the tendered amount of Rs.9,08,526/- which was 7.34% higher the estimated cost. The date of start and completion of Work was 14.11.2008 and 13.01.2009 respectively.

Further scrutiny of the records revealed that the Work was actually completed on 06.11.2009 (after a delay of 298 days). The delay was mainly due to late supply of the Drawings by the Division. The Drawings were supplied after the stipulated date of COMPLETION of the Work i.e., on 06.04.2009.

The action of the Division Office of late supplying the necessary Drawings is undesirable. Due to late supply of the Drawings, the work was delayed and completed at a cost of Rs.9,84,857/- and thus resulting in loss of revenue to the tune of Rs.1,38,857/-.

The reason for awarding the contract with availability of hindrance free site was sought through issuance of an audit memo but no reply from the Division office received.

Para No. 04

Subject:- Outstanding Balance of Rs.6,45,32,863/- lying under Suspense head - "Cash Settlement Suspense Accounts"

As per para 17.2.1(b) of the CPWD code and appendix 7A, the transactions on account of supplies made or services rendered should be classified under the head "Cash Settlement Suspense Account". These transactions as and when occurred should be posted in the Suspense Register. The Register should be submitted to the Divisional Officer every month to enable him to see that the register is being properly maintained and within 10 days time requisite action is initiated by the Division to send the Outward Claims.

During the scrutiny of the records of CBMD-222 for the month of March 2012 revealed that there are heavy balances amounting to Rs.6,45,32,823/- lying outstanding for settlement.

It is requested that outstanding balance under the Suspense Head may be cleared urgently and audit may be informed accordingly.

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Sub: Security Deposit.

During the course of audit of accounts for the year 2008-09 to 2011-12 in r/o Civil Division No. 222, PW Deptt., it has been noticed that an amount of Rs. 66,42,309/- has been lying with the division on account of Security Deposit as on 31/03/2012. In accordance with Para 21.1.3, the security deposit of the contractor should be refunded by the Executive Engineer after the prescribed period as stipulated in the agreement or after the date on which the final bill has been prepared and passed for payment whichever is later. The Executive Engineer should keep a close watch on the delays in the refund of security deposit to the contractors and for this purpose they should periodically review the Register of Security deposit form CPWA 67, maintained in the division. Further as per section 21.6, in order to avoid delay in refund of Security deposit, the Divisional Accountant should put up to the Executive Engineer every month, a list of all cases where security deposit becomes due for refund, so that the requisite certificate may immediately be obtained by the D.O. from the SDO concerned and the Security Deposit is refunded without waiting for any application for the contractors.

As on 31/03/2012, an amount of Rs.6642309/- is lying as unpaid amount with the division office against the Security Deposit. This amount of Security Deposit may please be refunded to the contractors concerned immediately or deposited into the Govt. Account as 'Lapsed Deposit' after completion of three years in the light of 21. 4. Of CPWD manual or Rule 189 of the Receipt & payment Rules Compliance may be shown to audit.

Pass-22
Para No. 06

Subject:- Release of Withheld amount of Rs.1,11,85,136/-

During the course of audit of accounts for the years 2008-09 to 2011-12 in r/o CBMD-222, PWD Mansarovar Park, Delhi, it has been noticed that an amount of Rs.1,11,85,136/- (Rs. One Crore eleven lacs eighty five thousand one hundred and thirty six) has been lying with the Division Office under the head "Civil Deposits Other Deposits (Part V). This amount has been withheld by the Division Office on a/c of EOT or pending approval of Deviation Statements and Extra items etc. This is a huge amount **creating liability towards the government.** This amount was Rs.94,20,202/- at the end of

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March 2009 and is accumulating year by year. It is anticipated that the final bills from which these amounts had been withheld must have been paid and settled.

It is requested that the outstanding balance lying with the Division office on a/c of EOT or for want of approval of the Deviations/Extra items may be cleared urgently and compliance may be submitted to the audit.

Para No. 07

Para-23

Subject:- Providing foundation for Solar Water Heater

During the course of audit of accounts for the years 2008-09 to 2011-12 in r/o CBMD-222, PWD Mansarovar Park, Delhi, it has been noticed that the Division has awarded a "Work" - Providing Foundation for having water tank for installation at Solar Water Heater at Canteen roof at B.R.Ambedkar College". This work was awarded through Work Order to M/s. Man Mohan Singh at a cost of Rs.48,191/- 15.30% above the estimated cost. The cost of the Work has been charged to - "Stepped Platform for Audience at BR Ambedkar College". Audit is of the view that both the Works are separate in nature altogether i.e., "Providing of Stepped Platform for Audience" cannot be related to Providing of foundation for Water Tank for Solar Water heater at the Canteen Roof". Clarification in this regard along with the Schedule of Quantities of both the Works was sought through an audit memo but no reply was received by the audit.

Para No. 08

Para-24

Subject:- Providing of Furniture at DC Office Distt. North East

During the course of audit of accounts for the years 2009-12 in r/o PWD Division-222, it has been noticed that the Division Office had placed the supply order to M/s. Yogesh Sikka for the purchase of following kind of furniture for DC (NE) office, Nand Nagri, Delhi:-

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S.N	Name of item	Rate	Quantity	Total amount
1	Officers Table	24,821/- each	25	Rs.6,20,525/-
2	High Back Cushioned Chair	11,665/- each	10	Rs.1,16,650/-
3	Mid back cushioned chair	6,888/- each	24	Rs.1,65,312/-
4	Visitors chair	6,316/- each	75	Rs.4,73,700/-
5	Steel Almirah 20-22 guage	16,038/- each	42	Rs.6,73,596/-
6.	Book Racks	5,286/-each	46	Rs.2,43,156/-
7.	Computer Table laminated	13,206/- each	15	Rs.1,98,090/-
	TOTAL			Rs.24,91,029/-

Total Rs.24,91,029/- (Rs. Twenty four lacs, ninety one thousand and twenty nine only).

(Scrutiny of records revealed that A/A and E/S of the competent authority amounting to Rs.18,44,780/- was conveyed to the Division on 01.11.2010 but the purchase order was placed with the contractor for Rs.24,91,029/- which is highly irregular.) The same may be got regularized by the competent authority.

Further, when it was already decided that the furniture required would be of Godrej Make, the supply order should have been placed to the Manufacturer itself in the first instance rather than through a Contractor selected through tender enquiry. It is a simple case of "Purchase/Supply of Furniture" but the same has been executed through Public Works Agreement.

The contractor, as per the Agreement, had to supply the entire lot of furniture before the end of Feb 2011 but the furniture could not be supplied by him even after the lapse of 08 months. In that case the Earnest Money or the Performance Guarantee or the Security Deposit of the contractor should have been forfeited by the Division Office but the same was not done. No justification for late supply was found on records.

The reason for the above lapses was sought through an audit memo but no reply was received by the audit.

Para No. 09

Subject:- **Contingent Expenditure on Unspecified items (Recurring)**

During the course of audit of accounts for the years 2009-12 in r/o PWD Division-222, it has been noticed that the Division Office had purchased the miscellaneous stores from M/s. Kendriya Bhandar and National Coop Stores Federation of India Ltd. **without calling any quotations.** The details are as under:-

S.N	CV No. & date	Amount	Name of the supplier
1	CV.39/21.2.11	70,200	NCoop Stores Fed. Of India Ltd
2	CV. 40/29.2.11	49,572	--do----
3	CV.60/24.12.11	47,120	--do----
4	CV.69/26.3.11	58,500	--do---
5	CV.95/30.3.11	58,500	---do---
6	CV.125/31.3.11	86,378	Kendriya Bhandar
7	CV.126/31.3.11	33,095	----do----
	TOTAL	4,03,365	
	<u>2011-12</u>		
1	CV.25/26.4.11	99,000	NCoop Stores Fed. Of India Ltd
2	CV.50/25.7.11	99,450	NCoop Stores Fed. Of India Ltd
3	CV.4/2.3.11	14,329	Kendriya Bhandar
4	CV.9/4.6.11	99,646	Kendriya Bhandar
5	CV.5/7.7.11	97,376	Kendriya Bhandar
6	CV.48/25.7.11	96,682	Kendriya Bhandar
7	CV.49/25.7.11	30571	Kendriya Bhandar

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This expenditure has been incurred on the purchase of Dust Bins, Bib cocks, PVC waste pipe etc.

According to the Min. of Finance OM No.1/12/E.II(A)94 dated 29.7.2005, the special dispensation from the procedure of inviting tenders/quotations provided to Kendriya Bhandar and NCCF was under Chapter 8 of the GFR 1963, which are no longer in force after the issue of New General Financial Rules, 2005 effective from 1.7.2005. Accordingly any purchase/procurement of goods for use by all GOI offices will now be guided by the relevant provisions of the GFR 2005.

Hence the expenditure incurred on the abovesaid purchases is irregular. The same may please be get regularized by the competent authority and compliance may be submitted to the audit.

Para No. 10 Para-26

Subject:- Wasteful Expenditure of Rs.3,87,16,729.00 on the Delayed Projects related to Commonwealth Games

During the course of test check of the Works for the period from 2008-09 to 2011-12 in r/o the PWD Division - 222, GNCTD, Mansarowar Park, Delhi, it has been noticed that this Division awarded seven Works related to COMMONWEALTH GAMES during the period 2010-11.

It is worth mentioning here that the 2010 Commonwealth Games, officially known as the XIX Commonwealth Games, were held in Delhi, India from 03rd to 14th October 2010. A total of 6081 athletes from 71 Commonwealth Nations competed in 21 sports and 272 events making it the largest Commonwealth Games to date. It was also the largest international multi sport event to be staged in Delhi and India.

Being the Projects related to the Commonwealth Games 2010 the matter of National pride, utmost care should have been taken to complete the Works. Prior to the commencement of the Games, preparations of the Games received widespread international media attention with criticism being levelled against the organizers for the SLOW PACE of the work. Even then no efforts were made to get the Works completed within the stipulated time. Hence the Works related to the Commonwealth Games 2010, which were completed after the Games were over, defeated the very purpose of their execution.

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It has also been seen that all the Works awarded had been completed at an Extra Cost over the Tendered amount. The details of the Works are as under:-

Name of the Work- Camping Site of CPMF's at PTS Wazirabad in COMMONWEALTH GAMES

S. N	Name of the Sub-Work	Agreement No.	Stipulated date of Completion	Actual date of Completion	Tendered amount	Actual cost	Variation
1	Bituminous Road for Parking of vehicles	14/EE/M2 22/2010-11	22.08.2010	15.01.2011	28,38,371	41,08,964	44.76 %
2	Approach & Service Road	15/EE/M2 22/2010-11	23.08.2010	15.01.2011	20,97,528	26,97,754	28.62%
3	Providing footpath for connectivity between residence & service road	16/EE/M2 22/2010-11	22.08.2010	08.10.2010	21,11,036	32,40,559	53.50%
4	50 Nos. Kitchen sets	17/EE/M2 22/2010-11	25.08.2010	12.10.2010	54,56,726	1,13,51,459	108.7%
5	25 nos. of bathing ghats	18/EE/M2 22/2010-11	25.08.2010	15.02.2011	46,81,283	69,19,853	47.81%
6	12 Nos. of Lota type toilets	20/EE/M2 22/2010-11	27.08.2010	06.12.2010	63,38,886	69,72,451	10%
7	Disposal of Sewer	21/EE/M2 22/2010-11	28.07.2010	31.10.2010	21,13,550	34,56,689	63.55%

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Reasons for delay in execution of the Works which were related to the Commonwealth Games 2010 (3rd October to 14th October 2010) were requested to be submitted to the audit but no reply was received.

Approval of the competent authority for the execution of Extra items/Deviated items in r/o of the Agreements No. 14,16,17,18 and 21 were also not submitted to the audit.

Para No. 14 Para-27

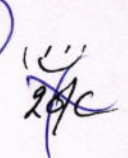
Subject: - Split Up of the Works to Avoid Sanction of the Higher Authority

During the course of test check of the Works of the Sub-division 2222 under the Civil Division No. 222 of PWD, GNCTD, Mansarowar Park, Delhi for the years 2008-09 to 2011-12, it has been noticed the Assistant Engineer II had awarded two Works at the same site and both of them were executed at the same time.

1. Agreement No. 16/AE-M-2222/PWD/10-11	
SH- Improvement of Main Entrance Hall at ITI Nand Nagri, Delhi	
Tendered cost	Rs.2,98,714/-
Date of Start of the Work	31.03.2011
Date of completion	30.04.2011
Actual expenditure incurred on the Work	Rs.5,16,727

2. Agreement No.19/AE-M-2222/PWD/10-11	
SH-Improvement of Flooring of rooms at Main Building of ITI Nand Nagri, Delhi.	
Tendered cost	Rs.283,796/-
Date of Start of the Work -	07.04.2011 and
Date of completion -	06.05.2011
Actual expenditure incurred on the Work	Rs.5,12,948/-

These Works had been deliberately split up in two parts by the Asstt. Engineer II to keep these Works under his financial powers. This is clear violation of the spirit of General Financial Rules. These both Works should have been consolidated and then obtained the Comparative rates. Moreover since the cost of the Works in both the cases had been escalated, the sanction of the next higher authority was needed but the same was not obtained.

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In the similar manner, the Assistant Engineer II had split up the following Works for the simple reason to avoid the execution of these Works by the Executive Engineer.

Sub-Division II 2010-2011

- | | |
|---|-------------|
| 1. Agreement No. 02/2010-11 - Installation of Signage Board | Rs.87,723 |
| 2. Agreement No. 03/2010-11- Installation of Signage Board | Rs.174,406 |
| 3. Agr. No. 04/2010-11 - Installation of Signage Board | Rs.2,40,687 |
| 4. Agreement No. 02/2010-11 - Installation of Signage Board | Rs.87,723 |

All the abovementioned four Works were executed on the same day i.e., 26.06.2010

Sub-Division No. II 2011-12

- | | |
|---|-------------|
| 1. Agreement No. 02/2011-12 - Instn. of Signage Board | Rs.1,85,644 |
| 2. Agreement No. 03/2011-12 - Instn. of Signage Board | Rs.1,04,775 |
| 3. Agreement No. 04/2011-12 - Instn. of Signage Board | Rs.1,04,775 |
| 4. Agreement No. 05/2011-12 - Instn of Signage Board | Rs.56,627 |
| 5. Agreement No. 06/2011-12 - Insn. of Signage Board | Rs.1,04,775 |
| 6. Agreement No. 07/2011-12 - Insn. of Signage Board | Rs.56,627 |

These six Works were executed on 12th & 13th May 2011

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|---|-------------|
| 7. Agreement No. 08/2011-12 - Instn. of Signage Board | Rs.2,05,318 |
| 8. Agreement No. 09/2011-12 - Instn. of Signage Board | Rs.2,18,410 |
| 9. Agreement No. 10/2011-12 - Instn. of Signage Board | Rs.261,188 |

These three Works were executed on 31st Dec 2011

It may also be treated as a lapse on the part of the Divisional Office to allow a Sub-Division under its jurisdiction to execute the Works in piecemeal to escape the Sanction of the higher authorities.

All the abovementioned Works executed through Sub-Division 2222 may be got regularized by the Competent Authority and compliance submitted to the audit.

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Para No. 12

Subject:- Round the clock Watch & Ward Duty at DGHS Dispensary
Bhajanpura, Delhi

During the course of test check of the Works of the Sub-division 2222 under the Civil Division No. 222 of PWD, GNCTD, Mansarowar Park, Delhi for the years 2008-09 to 2011-12, it has been noticed that the Assistant Engineer of the Sub-division No. 2222 has been incurring expenditure on Watch & Ward Duties of the DGHS Dispensary Bhajanpura Delhi. The expenditure is being incurred at the rate of Rs.22000/- per month approx. The job is being awarded through Limited Tender Enquiry. The contention of the audit is that the Directorate of Health Services, the organization which runs the dispensary has been providing round the clock security either through private agency or through posting Sweeper-cum-chowkidars (post duly sanctioned by the GNCT of Delhi) in the dispensary. The reason for the above was sought through an audit memo but no reply was submitted to the audit. The matter may be investigated into and the outcome may be communicated to the audit.

~~Para No. 13 Para-29~~

Subject:- Deviated items at Market Rates

During the course of test check of the Works of the Sub-division 2222 under the Civil Division No. 222 of PWD, GNCTD, Mansarowar Park, Delhi for the years 2008-09 to 2011-12, it has been noticed that a Work "renovation of J-Block Bldg. at DC Office" was awarded to M/s. Pawan Kumar vide Agreement No.32/M-222/EE/DS/2008-09. The estimated cost of the work was Rs.35,13,461/- and the work was awarded at the tendered cost of Rs.28,59,957/- i.e., 18.60 % below the estimates. The stipulated date of Start and completion of the Work was 26.11.2008 and 29.01.2009 respectively.

However the work was completed at the cost of Rs.38,81,561/- i.e. 35.74% above the tendered amount. The Deviation of Rs.10,22,104/- was allowed by the Division. But as per Delegation of financial powers (Appendix I of the CPWD Manual 2007), the Deviation can be allowed by the AE and EE both upto 25% of the tendered cost.

Further, as per the Check-list, the payment was released after withholding an amount of Rs.1,20,000/-. This amount has been stated to be withheld for want of approval of the Deviation Statement worth Rs.6,34,392/-.

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This is highly irregular. Final payment cannot be made without the approval of the Extra items/Deviation Statements.

Deviation Statement of Rs.6,34,392/- was not made available to the audit for scrutiny. Records also do not reveal whether the Statement in question was approved by the competent authority on a later date or not. Also whether the withheld amount of Rs.1,20,000/- was released to the contractor concerned or not.

(It has further been noticed that the Deviated items within the permissible limit cannot be allowed at market rates. Here in this instant case the Deviation items which were within the permissible limits had been allowed on market rates which are irregular. The total amount of difference between the market rates and the tendered rates in r/o of the items executed in deviated quantity is Rs.11954.14. The same may be recovered from the contractor concerned under intimation to the audit.)

Para No. 14

Subject:- Payment without approval of the Deviation Statement by the Competent Authority

During the course of test check of the Works of the Sub-division 2222 under the Civil Division No. 222 of PWD, GNCTD, Mansarowar Park, Delhi for the years 2008-09 to 2011-12, it has been noticed that Final Payments of many Works had been made by the Division office but Deviations arised out of these Works had not been approved by the competent authority. As per CPWD Manual, the final payment of any Work can only be decided after the Deviations/Extra items have been finalized and approved by the authorities competent. A few of the instances are as under:-

1. EOR to residential colony Bhajanpura, Delhi, P/L PVC tank on terrace with Platform GI Pipe, CI pipe & red sandstone

Agreement No. 34/EE/2006-07

Tendered amount Rs.830252/-

Deviation and Extra Items executed for Rs.8,12,824/- are yet to be approved by the competent authorities

2. Renovation of Hall at first floor of consumer court at DC Office (NE)

Agreement No. 24/EE/2010-11

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Tendered amount Rs.458860/-

Deviation and Extra Items executed for Rs.3,25,296/- are yet to be approved by the competent authorities.

3. Improvement of Weavers complex Nand Nagri, Delhi .

Agreement No. 02/EE/2009-10

Tendered amount Rs.474594/-

Deviation and Extra Items executed for Rs.8,70,928/- are yet to be approved by the competent authorities.


4. Camping site of CPMF at PTS Wazirabad in Commonwealth Games for providing dry brick pitching platform for residential tent blocks

Agreement No. 22/EE/2010-11

Tendered amount Rs.5346124/-

Deviation and Extra Items executed for Rs.25,26,024/- are yet to be approved by the competent authorities.

It is highlighted that making Final payments of any work without approval of the execution of Deviated/Extra items is highly irregular. It is requested that similar other cases may also be find out and approval of the competent authorities be obtained urgently to the final payments regularized.


(N.K. Mangal)

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PART- II
CURRENT AUDIT REPORT

PARA-31

PARA NO. 1

(Ref. Memo No. 9)

Sub.: Excess payment of extra items amounting to Rs. 3,77,157/-

As per Rule 24.3 (B) (i) of CPWD Manual 2014 in case of extra items being the schedule items (DSR), these shall be paid as per schedule rate plus cost index minus percentage below the quoted Rate.

Sl. No	Agreement No. and Name of Work	Name of Contractor	Bill Amount of Extra Item (Rs.)	%age below quoted	Excess Amount paid to Contractor
1	41/EE/PWD/M-222/DS/2014-15 NW : I/R of Kitchen, Dining Hall of small boys Block at Sanskar Ashram, Dilshad Garden, Delhi	M/s Pecific Construction	79,330/-	45.88%	36,397/-
2.	48/EE/PWD/M-222/DS/2015-16 NW : A/R and M/O PTS, Wazirabad, Delhi	Sh. Sohan Veer Singh	6296/-	33.99%	2,140/-
3.	09/EE/PWD/M-222/DS/2015-16 (NW : R/o toilet Block at B.R. Ambedkar College, and Residential qtrs. Wazirabad Road, Delhi	Sh. Shekhar	3,99,266/-	41.88%	1,67,213/-
4.	77/EE/M-222/DS/2014-15 (NW : A/R and M/O, D.C. (NE) office complex, Nand Nagari, SDM Court Seelampur, Weaver's complex, Nand Nagari, HLTB Leprosy Complex Tahirpur, Fire Station Tahirpur, Supdt. Office Sunder Nagari, TCPC Tahirpur, Delhi during 2014-15	Mohd. Afjal	51,349/-	45.62%	23,425/-
5.	07/AE/M-222/DS/2015-16 (NW : A/R & M/o GGSSS, Sonia Vihar, Karwal Nagar, Delhi and G.SKV, Gokul pur etc.	Sh. Jatinder Kumar	13,686/-	21.89%	2,996/-
6.	14/AE/M-2222/DS/2015-16 (NW : A/R & M/o SKV No. 1 & 2, M.S. Park, Shd.,	Sh. Hem Chand	9743.07	50.55%	4,925/-

	Dlehi and GGSSS, St. Eknath, GSKV, J& K Blk., Dilshad Garden, Delhi				
7.	15/AE/M-2222/DS/2015-16 (NW : A/R & M/o ITI, Nand Nagari & B.r.. Ambed College, Wazirabad, Delhi	Sh. Hem Chand	12046.88	50.55%	6,090/-
8	44/EE/PWD/DS/M-2221/2015-16 (NW : PTS, Wazirabad, Delhi	M/s Shivam Enterprises	17420.29	32.99%	5,747/-
9.	15/EE/PWD/M-222/2015-16 (NW : Renovation to toilets, construction of boundary wall for staff quarters and other Misc.	M/s Prashant Construction Co.	2,56,500/-	49.99%	1,28,224/-
Total					3,77,157/-

During the test check of record, it is noticed that extra items was allowed to various contractors mentioned in the memo for the aforesaid works. The tender was awarded below percentage of contract amount but the extra items were not deducted accordingly. As such the amount of Rs. 3,77,157/- was to be deducted while finalizing the payment of extra items.

Necessary steps should be taken for recovery of Rs. 3,77,157/- (Rupees Three Lac Seventy Seven Thousand One Hundred Fifty Seven Only) after due verification and under intimation to audit. Similar Other cases, if any, may also be reviewed and taken into account for similar action.

PARA NO. 2

(Ref. Memo No. 11)

~~PARA-32~~

Sub.: Short deduction of TDS on account of VAT amounting to Rs. 2,01,830/-

As per letter No. F.No. 01/AMC/Spl.Zone/2013-14/3060 dated 11.07.13 issued by VATO (Spl. Zone) Trade and Taxes Deptt., Govt. of NCT of Delhi TDS on account of VAT is to be deducted from Registered Contractors @ 4% w.e.f. 16.01.2013.

During the test check of record, it is noticed that TDS on account of VAT was short deducted during April, 2013 & May, 2013 as such recovery amounting to Rs. 201830/- is to be made as per Annex.-I attached.

Necessary steps should be taken to recover the short deductions of TDS on account of VAT amounting to Rs. 2,01,830/- (Rupees Two Lac One Thousand Eight Hundred Thirty Only) after due verification of records under intimation to audit. Other similar cases, if any, may also be taken into account for similar action.

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PARA NO. 3
(Ref. Memo No. 06)

PARA-33

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Sub:- Short deduction of UTGEIS / CGEGIS subscription.

As per GOI, M/o Finance, Deptt. Of Expenditure O.M. No. 7(1)/EV/2008 dated 10.09.2010, all the Group-D employees granted Grade Pay-1800 in the revised pay scale were classified under Group-C and UTGEIS/CGEGIS subscription was raised to Rs. 30/- p.m. w.e.f. 01.01.2011.

During test check of records, it is observed that Subscription @ Rs. 15/- p.m. is being deducted from the salary of following employees:-

S. No	Name & Designation	Period	No. of Month	Subscription due @ Rs. 30/- p.m.	Subscription deducted @ Rs.15/-p.m.	Subscription recoverable (Rs.)
1	Sh. Ashok Kumar, Beldar	01/01/11 to 31/07/16	67	2,010/-	1005/-	1005/- ✓
2	Sh. Dharam Singh, Beldar	01/01/11 to 31/01/16 (Trf.)	61	1,830/-	915/-	915/-
3	Sh. Vijay Pal, Beldar	01/01/11 to 31/01/16 (Trf.)	61	1,830/-	915/-	915/-
4	Sh. Chander Kiran, Beldar	01/01/11 to 31/07/16	67	2,010/-	1005/-	1005/- ✓
5	Sh. Rajender Prashad, Beldar	01/01/11 to 31/01/16 (Trf.)	61	1,830/-	915/-	915/-
6	Sh. Mahipal, Beldar	01/01/11 to 31/07/16	67	2,010/-	1005/-	1005/- ✓
7	Sh. Krishan Pal Singh, Beldar	01/01/11 to 31/07/16	67	2,010/-	1005/-	1005/- ✓
8	Sh. Bhagwati Prasad, Beldar	01/01/11 to 31/01/16 (Trf.)	61	1,830/-	915/-	915/-
9	Sh. Jai Parkash, Beldar	01/01/11 to 31/07/16	67	2,010/-	1005/-	1005/- ✓
10	Sh. Des Raj, Beldar	01/01/11 to 31/07/16	67	2,010/-	1005/-	1005/- ✓
TOTAL						9,690/-

Sl. Nos. 1, 4, 6, 7, 9 & 10 settled.

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2. P.P.

Balance P. 3660
Contd. 2..

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Accordingly, recovery of Rs. 9,690/- (Rs. Nine Thousands Six Hundred Ninty only) towards short recovery of UTGEIS /CGEGIS may be made from the salary of employee as mentioned above, after due verification and under intimation to Audit. Other similar cases, if any, may also be taken into account for similar action.

IN ADDITION TO ABOVE, RECOVERY FROM AUGUST-2016 ONWARDS, TILL THE MONTH OF REVISION, MAY ALSO BE MADE, AFTER DUE VERIFICATION, AND UNDER INTIMATION TO AUDIT.

PARA NO. 4
(Ref. Memo No. 04)

~~PARA-34~~

Sub.: Settlement of Cash Settlement Suspense Account (CSSA).

As per procedure, all the Suspense Account lying outstanding should be settled immediately. During the test check of monthly accounts, it has been observed that a sum of Rs. 6,61,21,216/- (Rs. Six crore Sixty One lac Twenty one Thousand Two Hundred Sixteen only) is lying outstanding before 2013-14 against CSSA which is irregular.

Necessary steps should be taken to settle the outstanding amount of CSSA after due verification and under intimation to audit.

PARA NO. 5
(Ref. Memo No. 01 & 07)

~~PARA-35~~

Sub: Non-Production of Records

Following records have not been produced by the office inspite of reminder:-

1. Physical & financial status of works as on 31.03.16
2. List of works completed but pending for final payment
3. All Stock Register including dead Stock Register
4. Fidelity and Surety Bond

The above para is taken a fresh with current report, para

No-10.

H.K.
(H.K.MITTAL)
I.A.O./A.O.
Audit Party No.-VI

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PART- II
CURRENT AUDIT REPORT
(01.04.2016 to 31.03.2020)

PARA-35

Para-01: Inadmissible payment in violation of the provisions of CPWD Manual.
(Audit Memo No. 08 Dated: 24.08.2020)

As per office memorandum No. DG/MAN/259 dated 28.12.2012 and section 24.1(2) of CPWD Manual, the completion cost of any agreement for maintenance work including cost of up gradation, aesthetic, special repair, addition, alteration shall not exceed 1.25 times of the tendered amount.

However, during the test check of agreement register & payment vouchers, it was observed that in the execution of the works above mentioned provision was not followed and contractor was paid over and above 1.25 times of the tendered amount. Some of the cases are as under:

S.No	Agreement No.	Name of work	Tendered cost	1.25 times of tendered cost	Actual payment made	Inadmissible payment
1.	01/2016-17	Boundary wall repairing and other misc work at GSKV Gokalpur	8,21,584	10,26,980	10,29,720	2,740
2.	20/2016-17	Repair of workshop roof shadow ITI NandNagri	15,62,130	19,52,663	19,65,753	13,090
					Total	Rs.15,830/-

Necessary action may be taken to recover the excess payment made to the agency after due verification of fact and figures under intimation to audit. Similar other cases if any may also be reviewed at the level of the Unit.

PARA-36

Para-02: Outstanding balances in Public Works Suspense Deposit

(Ref. Audit Memo No.02 Dated: 17.08.2020)

During the test check of monthly accounts for the audit period, it has been observed that a large amount of unadjusted balance is lying outstanding under the head "Public Works Deposits" under 8443 Part-I to V, detailed as under:

	Opening Balance 2019-20 (Rs.)	Closing Balance 2019-20 (Rs.)
Part-I Deposits made by sub-ordinates as security	1230010	1230010
Part-II Security Deposit	10552891	10359455
Part-III Public Works Deposit	95506818	93051996
Part-V Other Deposits	21762666	22507439
Total	129052385	127148900

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The accumulation under Part-1 shows balance amounting to Rs.12,30,010/- since long. The audit could not ascertain on which account the deposit is lying as no records pertaining to the deposit produced before Audit. The same may be reviewed at the level of Divisional Office and action may be taken as per Rule to deposit into revenue.

As per the provisions of Para 22.6 of CPWD works manual, all deposits should be reviewed at the level of Divisional Office under Part-II and refund the security deposits, where due without waiting for any application from the contractor. Heavy accumulation of under deposit part II indicated that the deposit register was not being reviewed at divisional level from time to time and all deposits more than three years old where refund is due be credited to Revenue.

Accumulation under part III was due to non execution of works against deposits, If these works are not to be executed, the deposit should be immediately be refunded to the depositor agency to avoid the blockage of funds so that the same can be utilized elsewhere.

Deposit under part-V has accumulated due to withheld amount from contractors bills on account of court case, testing defects, EOT, QC etc. Accumulation of balance under part V indicates that the works from which these amounts were withheld have not been completed satisfactorily.

Heavy accumulation indicated non-review of Deposits at Divisional Level from time to time. This may be now reviewed and all deposits more than three years old where refund is due be credited to revenue head of the department as per rules, under intimation to audit.

PARA-37
PARA-03: Time barred cheques amounting to Rs.16,08,378/-

(Ref. Audit Memo No. 06 Dated: 17.08.2020)

As per receipt and payment rule 47(2) a cheque remaining unpaid for any cause, 03 months after the month of its issue and not surrendered for renewal should be cancelled in the manner indicated in clause (iii) of sub-rule (1) with the difference that no acknowledgement of the stop order may be insisted from the bank. Its amount should also be written back in the accounts.


While test check of form 51- schedule of reconciliation of cheque drawn and remittances and other related records, it has been observed that various cheques amounting to Rs. 16,08,378/- as per details given below for the period April 1998 to March 2020 issued by the Division, not encashed and become time barred.

Sl. No.	Cheque Number	Cheque Date	Amount
1	90070	06.04.1998	11232
2	901366	18.02.1999	4448
3	671429	29.03.1999	258289
4	671430	29.03.1999	140000
5	901450	31.03.1999	12890
6	901475	31.03.1999	8817
7	901476	31.03.1999	2431
8	273340	13.03.2000	717
9	273746	16.11.2000	6116

Sum

10	65924	24.04.2001	7000
11	274124	21.03.2001	1175
12	274184	08.06.2001	241377
13	274283	19.07.2001	2628
14	64324	20.09.2001	1000
15	64378	05.10.2001	1333
16	64511	15.12.2001	3100
17	64690	20.03.2002	10206
18	64720	30.03.2002	42
19	65068	19.10.2002	290
20	65336	15.03.2003	5156
21	65374	31.03.2003	10080
22	286370	18.07.2003	22725
23	65599	06.08.2003	341
24	65780	21.10.2003	13419
25	65985	15.01.2004	9880
26	286485	20.05.2004	1500
27	286489	31.05.2004	20200
28	145501	09.07.2004	66537
29	145559	21.02.2005	23400
30	607274	07.07.2005	1603
31	553464	15.02.2006	5364
32	553637	07.04.2006	1000
33	554039	31.08.2006	1000
34	554848	28.02.2007	13000
35	554367	14.03.2007	15000
36	554489	18.05.2007	3607
37	554498	30.05.2007	4180
38	193284	07.08.2007	4020
39	216905	16.02.2008	14613
40	688738	07.02.2009	618852
41	688813	23.04.2009	4290
42	C 510652	20.11.2008	10000
43	C 510653	20.11.2018	10510
44	C510741	28.03.2020	5273
45	C510744	28.03.2020	9737
			16,08,378/-

As the above cheques has become older than 03 months because of no claim/dispute and there is no possibility of encashment of these cheques. HOO may take necessary steps to settle these accounts as per rule under intimation to audit.


MATHEW KURIAN
 INSPECTING AUDIT OFFICER
 AUDIT PARTY NO. IX

PART-II

CURRENT AUDIT REPORT (2020 to 2022)

PART II

CURRENT AUDIT REPORT
(2020 to 2022)

21/c

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

PARA 01:- Non execution of agreement(s).

**Audit Memo. No. 03
Dated: 09.06.2023**

As per the provision of Rule 225 of General Financial Rules- 2017, no work of any kind should be commenced without proper execution of an agreement. According to the clause 23.2 of C.P.W.D. Work Manuals 2014, there should be no delay in executing the agreement as soon as a tender has been accepted by the Competent Authority. A record of the agreements drawn up should be kept in Form CPWD 42. Clause 23.4 (5) stipulates that in the absence of execution of agreement, the first payment should not be made to the contractor without specific sanction from the Superintending Engineer. No subsequent payment should be made unless the agreement has been signed. Further, as per the condition of work order, the successful tenderer shall have to execute an agreement within 07 days of issue of the work order.

During the audit, it has observed that the Division had not entered into any agreement with the contractor within the stipulated period. In such cases, how the Division ensured compliance of terms and conditions of agreement in event of any breach of contract could not be ascertained. The details of such projects/works are as under:

S. No	Name of the Work	Name of the Contractor/Firm	Agreement No.	Tendered Amount (In ₹)	Date of award of work	Date of start of work	Stipulated date of completion of work	Remarks
1	A/R & M/O to ITI Nand Nagri, Delhi – Misc. Repair Works	Sh. Dinesh Kumar Goyal	07/EE/PWD	1159334	24.06.21	26.06.21	25.12.21	No agreement has been executed/signed
2	A/R & MO to various building under Sub Division M-2221, Delhi (Misc. Civil Work at Fire Station, Gokalpur, Delhi)	M/s M.I. Builders	15/EE/PWD	334375	10.08.21	14.08.21	13.02.22	
3	Construction of RMC Road, repair of boundary wall & other misc. Civil Works at Fire Station Shasti Park, Delhi	M/s Sat Construction Co.	19/EE/PWD	1942870	27.08.21	29.08.21	28.11.21	
4	Construction of school cum home for Mentally Challenged Children at Usmanpur Delhi (providing watch & ward)	M/s Star Security & Placement Services	24/EE/PWD	611919	11.11.21	13.11.21	12.11.22	

Reasons for not following the above codal provisions in execution of the agreement within the stipulated period may be furnished to audit.



PARA 02:- Difference of Rs.16,03,034/- between Remittances made and amount acknowledged by the Accredited Bank.

Audit Memo. No. 04

Dated: 14.06.2023

In terms of Para 22.3.1 of CPWA Code, the remittances made into accredited banks as well as charges drawn by PWD Division will be accounted for Minor Head – PW Remittances. The accredited bank will prepare and sent daily scrolls of remittances released and payment made in addition to a copy of these scrolls sent to Divisional Officers. On receipt of the copies of scrolls, the Divisional Officer will effect reconciliation in Form -51 indicating the difference between the cheques issued and remittances made by the Division on one hand and cheques uncashed and remittances accounted for by the bank. For remittances into bank a consolidated receipts is obtained from Bank by PWD, Division Officers and reconciled with the Divisional Cash Book and difference complied with schedule of monthly settlement by PWD Divisional Officer.

During the scrutiny of Monthly Settlement Account CPWA – 51 for the Month of February 2022 provided to audit, It has been observed that since 06-04-1998 to 24-02-2022, there is a difference of Rs.16,03,034/- in respect of remittances made and amount acknowledged by the Bank. Reasons for difference is not found recorded in schedule of Monthly Statement. The difference of Rs.16,03,034/- may now be reconciled with bank under intimation to Audit.



PARA 03: Shortcomings in the award of work - providing and fixing of wall paneling & false ceiling in DM (Shahdara) office and repair work at DC Office Complex, Nand Nagri, Delhi (Agreement No. 26).

Audit Memo. No. 05

Dated: 14.06.2023

The work regarding providing and fixing of wall paneling & false ceiling in DM (Shahdara) office and raising of boundary wall fencing behind E Block, Conversion of unused public toilet in a room and repair work at DC Office Complex, Nand Nagri, Delhi was awarded to Shri Sohanveer Singh vide work order dated 16.11.2021, **Agreement No. 26/EE/PWDM222/NE/2021-22/01218**. The Estimated cost of work was Rs.12,13,990 and the contract was awarded 30.12% below the estimate i. e. Rs. 8,48,336. The date of commencement of work was 22.11.2021 and stipulated date of completion was 21.01.2022. Audit observed that :

1. Vide letter dated 04.02.2022, date of completion was extended upto 28.02.2022. Vide letter dated 07.02.2022, it was informed to the contractor that work is not found satisfactory and client department is pressing hard to furnish the work and there is no hindrance from the department, hence directions were given to finish the work within 15days. Thereafter the validity of contract was extended upto 31.03.2022 vide letter dated 28.02.2022, 30.04.2022 vide letter dated 24.03.2022, 31.05.2022 vide letter dated 30.04.2022, 30.06.2022 vide letter dated 31.05.2022, 31.07.2022 vide letter dated 30.06.2022, 31.08.2022 vide letter dated 30.07.2022. This shows that extension was given again and again whereas Time allowed for carrying out the work as entered in the tender was 02 months i. e. up-to 21-01-2022 but the work was not completed up-to 27-03-2023 after lapse of 15 months from date of award of work. As per NIT, amount to be withheld in case of non-achievement of milestone - in the event of non-achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone. Audit observed that codal provisions as stipulated in NIT/terms and conditions were not adhered to in the said case.
2. Order was issued on 27-03-2023 to foreclose the work u/s Clause 13 on the recommendation of AE (M-2131) due to non-availability of sight. Para 15.1 of CPWD Manual stipulates that availability of the "Site" should be ensured at the Planning and Designing State of the Work itself. The preparation of estimates and drawing and designs should be taken up only after availability of the site is ensured. Records also revealed that in the NIT (Para No. 4) the Division has mentioned that "the Site for the work is available."

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3. The Department allowed the foreclosure of the said work on 27-03-2023. Directions were given to the contractor to provide the measurement of work done for settlement of Final Claim within 07 days. On the other hand, Extension of time for completion of the above-mentioned work is granted up-to 27-03-2023 vide letter dated 31-03-2023.
 4. As per Terms & Condition No. 11 of NIT, the successful contractor shall furnish an amount equal to 3 % of Tendered Cost of the bid amount as performance guarantee within the period specified in Schedule F i.e 7 days. In case the contractor fails to deposit the said performance Guarantee within the period as indicated in Schedule F including the extended period, if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor. Audit observed that in this case PG vide FDR No. 517300 dated 15-11-2021 amounting to Rs. 26,000/- validly up to 15-05-2022 is deposited by the contractor. But it is not clear from the records that Performacne Guarantees (FDR) has been renewed up-to the extended period of term or not. If renewed, copy of the same may please be provided to audit.
 5. An amount of Rs. 6,82,925/- was paid to contractor for work done against the tendered cost of Rs. 8,48,336/- vide 1st & Final Bill vide C.V. No. 27 dated 08-05-2023 by certifying that the work has been completed as per CPWD specification and directions of engineer-in-charge. Out of which 2,71,251/- (39.72% of total value of work done) for adding Extra items was paid to the contractor (Extra Item Statement No. 1 amounting to Rs.83,140/- is sanctioned by AE (M-2131) vide letter No. 63 dated 17-03-2023 and Extra Item Statement No. 2 amounting to Rs. 1,88,111 is sanctioned by EE (NE) vide letter No. 64 dated 17-03-2023). Reasons for execution of extra items were not mentioned in the statement. Non –recording of justification for extra items in approved statement does not disclose the actual need for those items.

Reasons for aforesaid shortcomings may be elucidated to Audit.

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PARA 04: Non revalidation of FDR/Bank Guarantees.

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Audit Memo. No. 06

Dated: 14.06.2023

During the scrutiny of valuable register in r/o PWD Div. M-222, Shastri Park, Delhi, it has been noticed that the validity of a number of FDR/Bank Guarantees submitted by the firm/contractors has already been expired and the Division has not revalidated the same. No action has been taken either to revalidate these FDR/BG or refund them to the concerned contractor if the purpose of holding these FDR/BG has been fulfilled. Details of such FDR/BG are as under :-

S. No.	S. No. of Valuable Register	Name of Firm/Contractor	Details of FDR/BG	Amount (In Rs.)	Date of expiry of validity of FDR/BG
1.	1593	Sh. Sohanveer Singh A-37 Vikas Kunj, Loni	486766 dt. 23.07.19	1500	23.08.2019
2.	1595	Sh. Saeeduddin C-2/25, Yamuna Vihar, Delhi	38708810841 dt. 28.03.19	191300	23.08.2020
3.	1600	Shri Mohd. Aftab MustafabadExtn., Delhi	0801072 dt.24.09.19	46000	24.09.2020
4.	1635	M/s ESF Securities, Indirapuram, Ghaziabad	200498 dt. 29.07.20	135713	31.10.2021
5.	1639	M/s Star Security & Placement Services, UttamNgr, Delhi	232115 dt. 31.08.20	31000	31.12.2021
6.	1640	M/s Royal Safe Company, Kirti Nagar, Delhi	2196075 dt. 04.09.20	1137699	04.09.21
7.	1651	Sh. ZahirHussain, Maujpur, Delhi	8293218 dt. 08.06.21	36500	11.12.2022
8.	1653	Sh. Dinesh Kumar Goyal, YojanaVihar, Delhi	630573 dt. 22.06.21	35000	22.06.2022
9.	1655	M/s Saeed Builders. Jahangirpuri, Delhi	218342 dt. 22.06.21	32700	22.06.2022
10.	1661	Sh. Rajeev Kumar, Yamuna Vihar, Delhi	634020	7660	05.08.2022
12.	1665	M/s Planet Security Group Nangloi, Delhi	0920797	39000	03.12.2022
13.	1666	M/s R.R. Reactors, Khichripur, Delhi	654946	90159	06.09.2022
14.	1668	M/s Saeed Builders. Jahangirpuri, Delhi	218594	41500	06.09.2022
15.	1669	M/s Star Security & Placement Services, UttamNgr, Delhi	605469	18360	25.02.2023
16.	1672	M/s Unique Ad. Agency, Karampura, Delhi	520110	65000	09.06.2022

Reasons for non-revalidation/release of the above FDR/BG may be elucidated to Audit



PARA 05: Non-observation of codal provisions of NIT in the work - Misc. Civil Work at Fire Station, Gokalpur, Delhi (Agreement No. 15)

16/C

Audit Memo. No. 07

Dated: 15.06.2023

The work regarding Misc. Civil Work at Fire Station, Gokalpur, Delhi was awarded to M/s M.I. Builders vide work order dated 10.08.2021, **Agreement No. 15/EE/PWDM222/NE/2021-22/00755**. The Estimated cost of work was Rs.6,41,302/- and the contract was awarded 47.86% below the estimate i.e. Rs. 3,34,375/-. The date of commencement of work was 14.08.2021 and stipulated date of completion was 13.02.2022. Audit observed that :-

1. As per work order dated 10-08-2021, directions was given to complete the formal agreement within 07 days from the date of issue of letter and to contract AE (SD -M2221) for taking possession of site and starting of work at once. Division had not entered into any 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.
2. Work order was awarded to the contractor Rs. 3,34,375/- at the rates very lower than the estimated cost calculated by the department 47.86% below the estimate i.e. Rs.6,41,302/- There is huge variation between the tendered amount with reference to the Estimated rates which indicates either the estimate was not prepared on realistic basis or market rates were not properly analyzed by the division even though while preparing the justified cost. It could not be ascertained that the work was executed as per the specification and the quality was maintained by getting execution of work at lower rates with reference to Estimated Cost.
3. Vide letter dated 28.02.2022 date of completion of work was extended upto 31.03.2022 and vide letter dated 30.03.2022 upto 30.04.2022. On 01.04.2022, directions were given to the contractor to finish the remaining work by 10.04.2022. Show Cause Notice under Clause 3 of the Agreement was issued to the contractor on 13.04.2022 to justify the cause within 07 days for wrongful delay or suspension of work or slow progress, not completed within the extended date of completion. Thereafter, no action under Clause 3 was taken against the contractor and the validity of contract was extended upto 31.05.2022 vide letter dated 30.04.2022, 30.06.2022 vide letter dated 31.05.2022.
4. Order was issued on 17-05-2022 to foreclose the work u/s Clause 13 on the recommendation of AE (M-2131) stating that no further requirement of items at site. Date of foreclose is 10-06-2022 and Extension of time was granted up to 10-06-2022 vide letter dated 08-07-2022. This indicates that

proper site survey was not conducted by the Division before framing the estimates. There was failure on the part of Division to assess the scope of work at the time of framing the estimates.

5. Clause 23.4 (5) stipulates that in the absence of execution of agreement, the first payment should not be made to the contractor without specific sanction from the Superintending Engineer. No subsequent payment should be made unless the agreement has been signed. An amount of Rs. 1,28,854/- including extra items was paid to contractor for work done against the tendered cost of Rs. 3,34,375/- vide 1st & Final Bill vide C.V. No. 09 dated 19-07-2022 by certifying that the work has been completed as per CPWD specification and directions of engineer-in-charge. (Extra Item Statement No. 1 amounting to Rs16,120/- is sanctioned by AE (M-2131) vide letter No. 153 dated 24-06-2022).

Reasons for non-implementation of the codal provisions may please be intimated to the Audit.



PARA 06:- Outstanding balances in Public Works Suspense Deposit.

14/C

Audit Memo. No. 09

Dated: 16.06.2023

Para 22.6 of CPWD Manual stipulates that all deposit should be reviewed at the level of Divisional Officer and refund the security Deposits where due without waiting for any application from the contractor. As per codal requirement, the Division Officer should keep a close watch over delays in the refund of security deposit to contractors and for this purpose, they should periodically review the register of Security Deposit (Form PWD – 79).

During the course of the audit of accounts in r/o PWD Div. M-222, Shastri Park, Delhi for the years 2020-22, it has been observed that deposit to the tune of **Rs. 13,24,89,463/-** is lying outstanding under the Head “Public Works Deposits” under 8443 Part I to V as of March 2022 with the Division as details given below:-

S. No.	Classes of Details	2020-21		2021-22	
		Opening Balance (In Rs.)	Closing Balance (In Rs.)	Opening Balance (In Rs.)	Closing Balance (In Rs.)
1.	Deposits made by Subordinates as Security (Part –I)	1230010	1230010	1230010	1230010
2.	Security Deposit (Part –II)	11981692	12372107	10292643	24398725
3.	Public Works Deposits (Part –III)	45812246	40432961	35158324	35158324
4.	Other Deposits (Part – V)	24800964	25675754	23584601	71702404
	TOTAL	83824912	79710832	70265578	132489463

Heavy accumulation of deposits under Part-I,II III & V indicated that the deposit register was not being reviewed at divisional level from time to time and all deposit more than 03 years old where refund is due to be credited to Revenue. The same may be reviewed at the level of Divisional Office and action may be taken as per rule to deposit into revenue.

Necessary steps should be taken to settle the outstanding balances of Public Works Suspense Deposit after due verification and under intimation to Audit.

PARA 07:- Shortcomings in the award of work - Renovation/Repair work in SDM (Election) Office - District Shahdara at DC Office Complex, Nand Nagri, Delhi.

13/C

**Audit Memo. No. 10
Dated: 16.06.2023**

The work regarding Renovation/Repair work in SDM (Election) Office - District Shahdara at DC Office Complex, Nand Nagri, Delhi was awarded to Shri Sushil Kumar vide work order dated 28.06.2021, **Agreement No. 10/EE/PWDM222/NE/2021-22/00277**. The Estimated cost of work was Rs.31,61,336 and the contract was awarded 55.99% below the estimate i.e. Rs13,91,019. The date of commencement of work was 02.07.2021 and stipulated date of completion was 01.11.2021. Audit observed that :

1. Work order was awarded to the contractor Rs.13,91,019/- at the rates very lower than the estimated cost calculated by the department 55.99% below the estimate i.e. Rs.31,61,336. There is huge variation between the tendered amount with reference to the Estimated rates which indicates either the estimate was not prepared on realistic basis or market rates were not properly analyzed by the division even though while preparing the justified cost. Proper Site survey was not conducted while preparing the detailed estimate and at the time lessor quantities were estimated. There was failure on the part of Division to assess the scope of work at the time of framing the estimates.
2. Vide letter dated 22-11-2021, AE (M-2221) informed to EE (M-222) that the contractor is not doing the work and client department is pressing hard to furnish the work. Due to unsatisfactory report of the work, AE recommended to rescind the work. Vide letter dated 26.11.2021, it was informed to the contractor that work is not found satisfactory and there is no hindrance from the department, hence directions were given to finish the work within 07 days. Thereafter the validity of contract was extended up-to 30.11.2021 vide letter dt. 12.11.2021 and up-to 31.12.2021 vide letter dated 29.11.2021. But the work was not executed. Utmost care should have been taken to complete the work as client department is pressing hard to furnish the work.
3. Show Cause Notice under Clause 3 of the Agreement was issued to the contractor on 11.10.2021 to clarify /cause within 07 days for wrongful delay or suspension of work or slow progress, not completed within the extended date of completion. Thereafter vide letter No. 23 dated 03.01.2022, work has been rescinded and action under Clause 3 was taken against the contractor stating that PG amounting to Rs. 41,731/- stand absolutely forfeited to the Government and take out such part of the work for giving it to another contractor to complete the work. No efforts were made to get the work completed and order was issued to rescind the

2

work. There is loss of revenue to the tune of Rs. Rs. 84,945/- as an amount of Rs. 84,945/- was paid to contractor for work done against the tendered cost of Rs13,91,019/- vide 1st & Final Bill vide C.V. No. 09 dated 09-06-2022 by certifying that the work has been completed as per CPWD specification and directions of engineer-in-charge. As per NIT, amount to be withheld in case of non-achievement of milestone - in the event of non-achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone. Audit observed that codal provisions as stipulated in NIT/terms and conditions were not adhered to in the said case. 12/c

The unit may take necessary steps to monitor the work so that the works are completed in time and amount recovered/withheld as per rule. 3

PARA 08: Delay in completion of works.

Audit Memo. No. 11

Dated: 16.06.2023

As per Section 29.1 of CPWD Manual time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and work should be proceeded with all due diligence on part of the contractor through the stipulated period of the contract (time being deemed to be essence of the contract).

During test check of the records pertaining to works revealed that progress of the works is very slow and missing the stipulated date of completion. Works were completed with delay between from 21 days to 277 days, no documentary evidence was found in records provided to audit that shows division had made any sincere efforts to monitor the work /remove the hindrance and communication made with concerned agencies to avoid delay in completion of works. Details of few works are given below for reference:

S. No	Name of the work with agreement number	Name of the contractor	Stipulated date of start	Stipulated date of completion	Actual date of completion	Delay in completion (In days)
1.	Constt. of guard room bathroom, toilet at PTS wazirabad, Delhi 01/2020-21	M/s JSM Construction	14.06.2020	13.09.2020	22.05.2021	251
2.	Deep Sanitizing govt.school bldg. under North East 02/2020-21	M/s JSM Construction	14.06.2020	28.06.2020	25.08.2020	59
3.	Construction of school cum home for mental challenge children at Usmanpurdelhi 13/2020-21	M/s Star securities & placement services	06.09.2020	05.09.2021	29.10.2021	54
4.	Construction of new shaft internal and external finishing work at Sarvodaya Sr. Sec. School. Badarpur Khadar, Delhi 16/2020-21	Sh. Jabir Hussain	08.10.2020	07.12.2020	10.09.2021	277
5.	Pumping out of rain water at DC office, Nand Nagar Delhi 01/2021-22	Sh. Sohanveer Singh	27.05.2021	10.08.2021	31.08.2021	21
6.	Boundary wall and guard room of govt. co-ed middle school, johripur, Delhi 08/2021-22	M/s Shiv Construction	26.06.2021	25.10.2021	07.04.2022	164
7.	Repair & renovation of vatenary Hospital, Karawal Nagar, Delhi 25/2021-22	Sh. Sohanveer Singh	18.11.2021	17.01.2022	30.05.2022	133
8.	Interior wall digital print graphics 27/2021-22	M/s Unique AD agency	15.12.2021	14.01.2022	14.02.2022	31

Reasons for delay in completion of works may be explained to audit.

PARA 09: Unrealistic Estimate resulted in extra expenditure of Rs. 16,19,197/-.

10/c

Audit Memo. No. 12

Dated: 19.06.2023

As per Section 4.2.1 CPWD Manual detailed estimates should be complete and as comprehensive as possible, and should be supported by detailed architectural drawings, preliminary structural plan, preliminary lay out drawings of the various services, detailed drawings and or specifications of the various components of work involved etc. as applicable. The work is to be executed strictly as per the detailed working drawings and specifications finalized by the department.

During the test check of the records of PWD Div. M-222, Shastri Park, Delhi, it has been observed that there was huge difference between amount put to tender and actual payment made in respect of work awarded during the year 2020-22 and final payment made as indicated below :-

Year 2020-21					
S. No	Name of the Work	Name of the Contractor/Firm	Agreement No.	Tendered Amount (In ₹)	Payment made (In ₹)
1	2	3	4	5	6
1.	Construction of Guard Room, Sentry work at PTS, Waziarabad, Delhi	M/s JSM construction	No.1/EE/20-21	1720210	2005496
2.	Deep sanitization of govt. school bldg. under NE div. M-222	M/s JSM construction	No.2/EE/20-21	298551	363544
3.	Pumping out rain water to avoid water logging at DC office complex, Nand Nagri, Delhi	Sh. Sohanveer Singh, Loni, Gzb., U.P. (Agreement No.3)	No.3/EE/20-21	299915	365058
4.	Cleaning of Septic tank at PTS Waziarabad, Delhi	M/s JSM construction	No.4/EE/20-21	678145	748522
5.	A/R & M/O to ITI Nand Nagri, BR Ambedkar College	M/s A.N. Associates	No.7/EE/20-21	1363572	1399426
6.	A/R & M/O to DC Office Nand Nagri	M/s A.N. Associates	No.11/EE/20-21	1213640	1252538
7.	Construction of school cum home for Mentally challenged children at Usmanpur, Delhi	M/s Star Security & Placement Service	No.13/EE/20-21	619745	711158
8.	Construction of new shade internal and external finishing work at Sarvodya Sr. Sec. School. Badarpur Khadar, Delhi	Sh. Jabir Hussain	No.16/EE/20-21	1615460	2002261
Total				7809238	8848003



9/c

Difference of Actual Payment made and tendered amount (Total of Col. 6-5) {A}					1038765
Year 2021-22					
S. No	Name of the Work	Name of the Contractor/Firm	Agreement No.	Tendered Amount (In ₹)	Payment made (In ₹)
1	2	3	4	5	6
1.	Pumping out rain water to avoid water logging at DC office complex, Nand Nagri, Delhi	Sh. Sohanveer Singh, Loni, Gzb., U.P.	No.01/EE/21-22	189882	234890
2.	Boundary wall and guard room of Govt. co-ed middle school, johripur, Delhi	M/s Shiv Constructions Co., Sainik Enclave, ND-72	No.08/EE/21-22	739157	832516
3.	A/R & M/O to varoud Govt. AAMC	Shri Kavarpal	No.11/EE/21-22	544586	570031
4.	EOR tpo GGSSS BlockmBrahamपुरi, Delhi	Sh. Rajeev Kumar	No.16/EE/21-22	236354	290737
5.	EOR to VERC-BalbirNagar, Delhi	Mohd. Mohsin	No.21/EE/21-22	334348	409096
6.	Interior wall digital print graphics	M/s Unique AD agency	No.27/EE/21-22	2149361	2436850
Total				4193688	4774120
Difference of Actual Payment made and tendered amount (Total of Col. 6-5) {B}					580432
GRAND TOTAL {A + B }					1619197

It is clear for the above table that there is no consistency between the amount put to tender and amount actually paid to contractor with respect to above mentioned works. The amount of works were escalated aggregating to Rs. 10,38,765 in 2020-21 and Rs. 5,80,432 in 2021-22. This indicates that the estimates were prepared in a causal manner and site conditions were overlooked.

Reasons for allowing deviation/extra work in cases listed may be stated to audit and future the preliminary estimates/tendered cost be prepared on more realistic basis and deviation be brought on minimum basis.

8/C

PARA 10:- Shortcomings in the award of work - Release of payment to Service provider without ensuing fulfilling of statutory obligations.

Audit Memo. No. 13

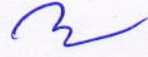
Dated: 19.06.2023

The work regarding A/R & M/O to ITI Nand Nagri, B.R. Ambedkar College, Wazirabad Road and Fire Station Shastri Park, Delhi was awarded to M/s A.N. Associates vide work order dated 29.07.2020 for providing the services of Plumber, Beldar, Sewerman etc. for attending the day to day complaints, **Agreement No. 07/EE/PWDM222/NE/DS/2020-21/00317**. The Estimated cost of work was Rs.16,42,699 and the contract was awarded 16.99% below the estimate i.e. Rs13,63,572. The date of commencement of work was 02.08.2020 and stipulated date of completion was 01.08.2021. Audit observed that :-

1. No proof regarding remittance of EPF and ESI are attached with the payment vouchers/tender file. In absence of which it is not clear whether the agency is remitting the statutory deductions or not. It is the duty of Division, being principal employer to ensure that all statutory obligations such as depositing of EPF and ESI contributions of the employer/employees to the relevant accounts to avoid evasion and non-extension of statutory benefits to the employees. This has also been reiterated vide Finance Department circular No. F. 4 (96)/Fin (Estt.-III)/2010-11/ds-V/572 dated 10-12-2014.

2. As per Clause 7 A of NIT, no Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor the Engineer-in-Charge. However, payment was released to the contractor vide Ist RA Bill amounting to Rs.106680 vide CV No. 52 dt. 29.09.2020, II RA Bill amounting to Rs.220311 vide CV NO. 25 dt.25.11.2020, IIIrd RA Bill amounting to Rs.213614 vide CV NO. 30 dt.29.01.2021 and IV RA Bill for Rs. 109260 vide CV No. 2 dated 05.03.2021. This is the violation of clause referred above.

As per the directions issued by the Finance Department, Govt. of NCT of Delhi vide OM No. F.20/08/2017/866-873 dated 24-06-2017 read with OM dated 24-08-2017, procurement of Goods and services has been made mandatory for all those Goods or Services which are available on GeM. In accordance with rule 149 of GFR-2017, it is mandatory for all Govt. buyers to make purchases of goods and services through GeM and if they are not available on GeM, a certificate to this effect that the particular goods/services are not available on GeM should be recorded. The above provisions/conditions were not adhered to in the said case and Division office continued to take services without procuring a non-availability certificate form GeM



PARA 11:Non-completion of works - due to foreclosure/rescind the work.

**Audit Memo. No. 14
Dated: 19.06.2023**

Section 29.1.2of CPWD Manual stipulates that the time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor. Further Section 29.1.3 provides that the work shall be proceed with all diligence on the part's of the contractor throughout the stipulated period of the contract. During the course of audit, it has been noticed that there is abnormal delay in execution of the contract. Immediate corrective action/Utmost care should have been taken to complete the work as client departments are pressing hard to furnish the work.

1. Scrutiny of the records revealed that due to non-availability of the site, the work could not be started on the stipulated date. On request of the contractor andrecommendation of AE, Orders were issued to foreclose the work u/s Clause 13 due to non-availability of sight or no further requirement of items at site. Para 15.1 of CPWD Manual stipulates that availability of the "Site" should be ensured at the Planning and Designing State of the Work itself. The preparation of estimates and drawing and designs should be taken up only after availability of the site is ensured. This indicates that proper site survey was not conducted by the Division before framing the estimates. There was failure on the part of Division to assess the scope of work at the time of framing the estimates.
2. In 7 works out of 28 (25%), orders were issued to rescind the work and action under Clause 3 of the Agreement was taken against the contractor for wrongful delay or suspension of work or slow progress, not completed within the extended date of completion and take out such part of the work for giving it to another contractor to complete the workresulting in loss of revenue.

The following table shows the gravity of the work foreclosed or rescind.

S. No.	Year	Total No. of Works Awarded/Agreements	No. of works Foreclosed	No. of works Rescind
1.	2020-21	20	5	0
2.	2021-22	28	8	7

From the above records, it can be seen that a large number of works awarded by the Division were foreclosed or rescinded. In 2020-21, 5 works out of 20 (25%) were foreclosed and in 2021-22, 15 out of 28 (54%) work foreclosed or rescinded which defeats the purpose of the execution of the works itself and resulting in loss of revenue.

The unit may take necessary steps to monitor the work so that the works are completed in time.

PARA 12:- Non production of the records.

Audit Memo. No. 16

Dated: 19.06.2023

The Deptt. has not maintained/furnished the following records to the Audit :-

Period 2013-16:-

1. Physical & financial status of works as on 31.03.2016.
2. List of works completed but pending for final payment.
3. All stock register including dead stock register.
4. Fidelity and surety bond.

Period 2020-22:-

1. Stock Registers (consumable/non-consumable).
2. Dead stock register/list of unserviceable items.
3. Condemnation files.
4. Property registers.

The same may be maintained and shown to audit.



During the examination of records for the year 2020-22 in r/o PWD Div. M-222, Shastri Park, Delhi, it has been noticed that an amount of Rs. 7,17,02,404/- (Rupees Seven crore seventeen lakh two thousand four hundred and four only) has been lying with the Division Office under the Head "Civil Deposits Other Deposits (Part V). The amount has been withheld by the Division Office on account of Extension of Time (EOT) or pending approval of Deviation Statements and Extra items etc. This is a huge amount creating liability towards the Government. This amount was Rs. 2,25,07,439 at the end of March 2020 and is accumulating year by year. It is anticipated that the final bills from which these amounts had been withheld must have been paid and settled.

It is advised that the outstanding balance lying with the Division Office on account of Extension of Time (EOT) or for want of approval of Deviation Statements and Extra items etc. may be cleared under intimation to Audit.

**Shalendra Kumar Heta, IAO
PARTY NO-XXII**

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

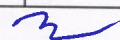
TAN 01: Award of work on a below rates in comparison to the estimated cost.

Audit Memo No. 01

Dated: 08/06/2023

As per para 20.4.3 of CPWD Works Manual 2014 i.e. reasonability and competitiveness of rates, tender accepting authority shall satisfy himself above the reasonability of rates before acceptance of the tenders. Reasonability of rates shall primarily be assessed on the basis of justified rates. The method consists of preparing detailed analysis of rates by taking market rates of labour, materials, cartage etc. However, examination of records relating to award of tender by the Executive Engineer (C), Div. M-222, Shastri Park, Delhi for the period 2020-22 revealed that in the cases listed below, agreements executed and work orders were awarded to the contractors at the rates very lower than the estimated cost calculated by the department. There is huge variation between the tendered amount with reference to the Estimated rates which indicates either the estimate was not prepared on realistic basis or market rates were not properly analyzed by the division even though while preparing the justified cost. The estimates of works are prepared by the technically experts Engineers on the basis commodity are of prevalent DSR and depending upon the prevailing market rates but still it has been observed that tenders have been received and accepted quoting the rates much below than the estimated costs.

S. No.	Name of the work	Name of the contractor	Estimated cost (in ₹)	Tendered Amount (in ₹)	Tendered Amount Below estimate cost	% age of TC to EC (ranging from 35.51 to 71)
For the period 2020-21						
1.	Deep sanitization of govt. school bldg. under NE div. M-222	M/s JSM construction (Agreement No.2)	1027016	298551	728465	71%
2.	Pumping out rain water to avoid water logging at DC office complex, Nand Nagri, Delhi	Sh. Sohanveer Singh, Loni, Gzb., U.P. (Agreement No.3)	956023	299915	656108	68.63%
3.	Cleaning of septic tank of fire station, gokalpuri, delhi (under DC office, Nand Nagri, Delhi)	M/s Maan Builders, North Ghonda, Delhi-53 (Agreement No.5)	482084	258060	224024	46.47%
4.	Misc. repair works under sub div. 2222	M/s Kanwar sons in front spvt. Ltd., chajjupur, Delhi-32 (Agreement No.12)	976679	629860	346819	35.51%
5.	Providing Security Guards of sub div.	M/s Vihangams security services	2047650	1228590	819060	40%



	222 (NE)	pvt. Ltd., Najafgarh, Delhi (Agreement No.15)				
6.	Construction of various places under sub Div. 222.	Sh. Jabir Hussain, Maujpur, Delhi-93 (Agreement No.16)	2701890	1615460	1086430	40.21%
For the period 2021-22						
1.	Pumping out rain water to avoid water logging at DC office complex, Nand Nagri, Delhi	Sh. Sohanveer Singh, Loni, Gzb., U.P. (Agreement No.1)	582100	189882	392218	67.38%
2.	Misc. civil work in DC office complex, Nand Nagri, Delhi	Sh. Sohanveer Singh, Loni, Gzb., U.P. (Agreement No.2)	1843493	755943	1087550	58.99%
3.	Misc. repair works at ITI, Nand Nagri, Delhi	Sh. Dinesh Kumar Goyal, YojnaVihar, Delhi-92 (Agreement no.7)	2888227	1159334	1728893	59.86%
4.	Boundary wall and guard room of Govt. co-ed middle school, johripur, Delhi	M/s Shiv Constructions Co., Sainik Enclave, ND-72 (Agreement No.8)	1296540	739157	557383	42.99%
5.	Renovation/repair work in SDM(Election), Distt. Shahdara, DC office complex, Nand Nagri, Delhi	Sh. Sunil Kumar, Karawal Nagar, Delhi-94 (Agreement No.10)	3161336	1391019	1770317	55.99%
6.	Misc. civil work at fire station gokalpur, Delhi	M/s. M.I. Builders (Agreement No.15)	641302	334375	306927	47.86%
7.	Providing of security guard at div. office M-2222	M/s Planet Security Group, Nangloi, Delhi (Agreement No.20)	2277099	1297719	979380	43.01%

It may please be seen from the above table that there is huge variation between the tendered cost in comparison to the estimated cost.

The department had not followed the prescribed instructions given in the above coded provisions of CPWD Manual while preparing the detailed estimates and justified cost which should invariably contain the basis on which the rates have been provided i.e. reference of the schedule of rates or market rates which should seems to be as realistic.

The unit should take necessary steps to ensure that the works are being done as per specifications/rules.

TAN 02: Unrealistic budgeting and non- surrender of savings

Audit Memo. No. 08

Dated: 15.06.2023

As per section 62 (2) of General Financial Rules, the savings as well as provisions that cannot be profitably utilized should be surrendered to Government immediately, they are foreseen without waiting till the end of the year. During the scrutiny of Budget and Expenditure details in respect of various heads operated by PWD Div. M-222, Shastri Park, Delhi, it has been observed that there were savings ranging from 13% to 100% in the heads of account during the year 2021-22. This indicates unrealistic budgeting by the Division. Details are as under:

S. No	Head of Account	Detailed Head	Budget Allotted (In Rs.)	Actual Expn. (In Rs.)	Excess (+) /Savings (-) (In Rs.)	% of Excess/ Savings
1.	2202.02.053. 98.00.27	Comprehensive Maintenance of Civil & Electrical Works in Govt. Schools	2600000	0	(-) 2600000	100%
2.	2210.01.110. 33.98.27	Maintenance Minor Work	2700000	1003544	(-) 1696456	63 %
3.	4202.01.203. 90.00.53	Infrastructure Project of Govt. College/Universities	1535000	1335016	(-) 199984	13 %

The Division did not monitor the expenditure under different heads to assess the requirement of funds properly. The excess funds were neither surrendered nor re-appropriated so that the excess funds could be utilized by other Division/Departments.

Reasons for above savings and not surrendering the funds before the close of financial year may please be intimated to Audit.

As per rule 32(1) of CCS Pension Rules, the office is required to get the service verified from P.A.O. in respect of the officials who have rendered 18 years of service or are to be retired with in the 5 years. The qualifying service verified from P.A.O. shall be communicated to the employees concerned in the prescribed proforma. On review of the records in this regard, it was noticed that the following employees who have attained 18 years qualifying services has not been verified from PAO concerned.

Sr. No.	Name & Designation (Sh./Smt./Ms.)	Date of Birth	Date of Appointment	Date of Retirement on superannuation
1.	Vinod Kumar Jain, Asstt. Engg.	21.09.1965	24.04.1989	30.09.2025
2.	Suraj Chand, UDC/Sr. Asstt.	18.07.1965	25.06.1993	31.07.2025
3.	Ram Niwas, Work Assistant	01.07.1964	25.02.1992	30.06.2024
4.	Suresh Chand, Sewerman	15.02.1965	22.05.1993	28.02.2025
5.	Mahipal Singh, Beldar	15.06.1964	07.04.1993	30.06.2024
6.	ChanderKiran, Beldar	22.08.1964	05.03.1993	31.08.2024
7.	Jai Prakash, Beldar	09.07.1964	05.03.1993	31.07.2024
8.	Krishan Pal Singh, Beldar	04.06.1966	08.04.1993	30.06.2026

The verification of qualifying services may be got done from P.A.O. and compliance be shown to the Audit. Other similar cases, if any, may also be taken into account for similar action.

Vinay Arora, AAO



**Shalendra Kumar Heta, IAO
PARTY NO-XXII**