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AUDIT AND INSPECTION NOTE ON THE ACCOUNTS OF
URBAN -DEVELOPMENT AUTHORITY, HIMACHAL PRADESH
SHIMLA- 171009

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PERIOD ; 4/93 to 3/94

1. Last Audit Reports : Action taken on the previous
Audit Reports are not encouraging.
However a little efforts have been made to settle the audit
paragraphs, but action on the serious irregularities
not taken seriously. The authorities may give top priority
for the settlement of old audit paras otherwise the delay
in initiating action not only dilute the gravity of
offence but also defeat the very purpose of the audit.
During the audit only a few audit para could be settled
which reflects the interest of authority for the settlement
of audit paras. During the last six months two reports
have been issued but the annotated replies, which are to
be sent as per provisions in the rules, was not sent to
this office. This sorry state of affairs is brought to
the notice of the Government for taking necessary action.
The details of outstanding audit paragraphs is as under:-

A) Outstanding Audit Paras

1) Audit Report for the year 1988-89

Para - 10 and Para 6
Para - 11 (57)

2) Audit Report for the year 1989-90

Para 6
Para 8 (57)
Para 10

Contd.

its creation. The sole objective of the Pradhikaran was

to create a separate section as well as to other section

Para	12 (ग)
Para	12 (घ)
Para	12 (च)
Para	13 (अ, इ, ई,)
Para	14 (क)
Para	17 (ग) (घ) (ङ)
Para	19 (ग) (घ) (च) (छ) (ज) (झ)
Para	23 (ग) (घ) (ङ)
Para	24 to 27

3) Audit Note for the period 1990-91
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Para	5 to 11
Para	13 to 18
Para	20
Para	27
Para	29 to 32
Para	33 to 35
Para	37
Para	42 to 44
Para	46 to 48
Para	50
Para	51
Para	53(b)
Para	54 to 56
Para	58 to 61
Para	62 to 67
Para	70 to 71
Para	73
Para	75 to 76

4) Audit Report for the period 1991-92

Para	5 to 11
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5) Audit report for the period 1992-93

Para	3 to 31
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B. Settled Paragraphs

Audit Report for the period 1988-89

Para	11 (ग), 12 (घ) (च) (छ), 183*
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PART- II

2. Present Audit : The present test audit and examination of accounts for the period 4/93 to 3/94 was conducted under the supervision of Shri Vinod Gupta, Assistant Controller(Audit) w.e.f. 11.8.95 to 30.11.95. The accounts for the months of 7/93 and 3/94 put to detailed check.
3. Audit Fee : The fee for the audit of accounts worked out to Rs. 12,600/- which may credited into Government treasury under the Head printed out in the Audit Requisition, under intimation to this office.

4. Abnormal Price Hike of Flats :

Abnormal price hike of the flats constructed by the Pradhikaran had remained a subject of great concern by the allottees and by the H.P. Government as well. The reasons of this hike have explained the price escalation of material and labour during the construction period. The detail study of this aspect have been made by the audit and observed that price rise in material and labour no doubt is a reason of this hike but this alone was not the sole reason of this hike. The increase in price of material can cause hardly 10 to 15% rise in cost but the abnormal increase of price of flats to the extent of 100% to 150% certainly a matter of great concern to the Pradhikaran especially in view of very objective of its creation. The sole objective of the Pradhikaran was to provide shelter to poor as well as to other section of people on reasonable rates and therefore, it is being

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seen on NO PROFIT - NO LOSS basis.

The audit came to conclusion that the basic reasons of this hike are as under :-

- 1) Abnormal increase in Agency charges.
- 2) Un-reasonable delay in execution of Works.
- 3) Grant of mobilization advances.
- 4) Grant of 10 c.c. claims.
- 5) ^{Errors} ~~Grant~~ irregularities and misappropriation of material.
- 6) Surplus.

The above mentioned reasons are explained in detail point-wise :-

Abnormal Increase in Agency Charges

This is separately raised vide para No. 6 of this report also that the Agency charges are made @ 25% on the expenditure on works. The charging of Agency fee adjudged very high in comparison to other organisation like Housing Board, where it is being charged at 10% to 17.5% although it is seen on commercial basis. It is also explained in relevant para that the actual requirement to meet out the Administrative expenditure is hardly 10%, ~~therefore~~, Thereby the Pradhikaran has raised a profit of Rs. 1,01,22,580/- this year, however this amount is otherwise named as "provision for Repairs etc". This excess charging of agency charges was irregular and it should be credited to the works as this has caused the ^{allocates} ~~contribute~~ to pay excess cost for their flats.

Un-reasonable delay in Execution of Works:

Hardly any work was completed in stipulated time period. Almost all works were executed late by 2 to 5 years. For instance phase-II scheme advertised in 1989 is yet to be completed. The reason for delay was mainly attributed to non-handing over of site and non-submission of drawing to the Contractors. On the other side no efforts were made to take action against the erring contractors although there were numbers of provisions in this respect in the Agreements. The detail of belated execution of works has been high-lighted in Para 22 of this report. This delay in the execution had resulted in increase in expenditure due to escalation of price of material and labour and due to non-levy of compensation under clause II of the agreement from the Contractors.

Grant of Mobilization Advances:

It was already printed out vide para No 10 of the audit report for the period 1990-91 that the irregular payment of Advances amounting to Rs. 1,42,52,551/- were made ^{the} to/Contractors upto 31.3.91. Mobilization Advance is being granted to the Contractor for the purchase of machinery tools etc. required in works but no such equipments were even purchased as no such record is maintained for necessary verification. The Pradhikaran except in two cases, charged no interest from the Contractors. Therefore, this irregular payment of advances not only resulted in a waste-age of Capital money but subsequently also put the Pradhikaran to the loss of Rs. 47,09,616/- in the shape of interest which

was paid to the bank on over-darft @ 14% P.A. as detailed below:-

<u>Year</u>	<u>Total amount of Advance</u>	<u>Intt. @ 14%</u>
1989-90	1,14,54,317.00	16,03,604/-
1990-91	1,06,79,864.00	14,95,180/-
1991-92	57,52,973.00	8,05,416/-
1992-93	57,52,973.00	8,05,416/-
	
	Total Intt.:	47,09,616.00
	

The irregular payments of mobilization advances to the Contractors is brought to the special notice of the higher authorities for suitable action.

Grant of 10 c.c. Claims :

Introduction of 10 c.c. clause was not proper as it even does not exists in H.P.D.W.D. This clause not only resulted in huge excess payment to the Contractor but also caused delay in execution of works. Under this clause, the contractor can get the ^{quarterly} quantity rise of cost of material and wages even if he did not complete the work in stipulated time period given in the Agreement. Had this clause not been brought the work would have been completed in time besides paying extra payments to the Contractor. The Contractors due to existence of 10 c.c. Clause deliberately made delay in execution of works as they know that they will be compensated by the ^{grant} ~~great~~ of 10 c.c. claims.

Therefore, it is not ^{wise} ~~hire~~ to brought this provision in the interest of the Pradhikaran and of the allottees

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as well. A huge amount of 76,78,045/- was paid up to 15.12.95 in Division No. II in the shape of this claim. The figures of payments made on this account by the Division i.e. Division No. I and Division Design were not intimated in spite of repeated requests. The same may be pointed out at the next audit. The total payments by way of 10 c.c. claims in both the Divisions of the Pradhikaran during the year must have exceeded rupees one ^{crore} ~~more~~. The exact figure of the same may be intimated. This payment is not justified and therefore, brought to the notice of the higher authorities as well as of the State Government as there is no provision of such payment even in H.P.P.W.D.

This un-^{wise} decision of authorities have resulted in rise of the cost of flats.

Gross Irregularities / Mis-appropriation

Time to time serious irregularities and misappropriation of store ^{articles} by the officials or due to their negligence were brought to the notice.- of the authorities through different audit paragraphs incorporated in previous audit reports of the Pradhikaran. A few instances of such grave irregularities are again high-lighted below for reference. The matter needs to be looking into departmentally. Total loss on this account since the Pradhikaran came into existence may be worked out and efforts be made to made good this loss :-

1) Para 11 for the year 1992-93

Irregular and excess payment to
the Seemax Const. Pvt. Ltd

50,61,624.00

11) Para No. 9 for the year 1992-93

Illegal payment to the Contractor
due to negligence and undue_favour. 4,65,802.00

111) Para No.7 for the year 1992-93

By paying interest on overdraft
although having huge amount in
the shape of Fixed Deposit. 5,21,323.00

iv) Para No. 61 for the year 1990-91

The payment of interest to
allottees due to negligence
of the authorities. 1,63,491.00

v) Para No. 56 for the year 1990-91

Mis-appropriation of 200 Nos.
cement bags. 28,800.00

Surplus :

As pointed out vide para No. 5(b) of
of this Report, the actual amount of surplus has
reached Rs. 5,18,14,386/- which have had not been
mentioned in the Balance Sheet and thus concealed
the fact. Therefore, this being a profit to the
Organisation ^{should} ~~shall~~ be proportionately credited to
the scheme. The position needs to be reviewed
departmentally under intimation to audit.

5. FINAL ACCOUNTS : Balance Sheet, income and expenditure accounts and other relevant record have been checked. It is noticed that wrong entries, wrong classification and under classification are the reasons of not depicting the true picture of the accounts. The following irregularities were noticed :-

- a) Grant in aid : As pointed out in the previous audit Report also the amount of Rs. 3,55,00,000/- received from the H.P. Government have shown as Grant in aid, whereas this amount was granted for maintaining a revolving fund for the creation of Land bank. Therefore, this amount may be treated as revolving fund and accounts be prepared accordingly.
- b) Surplus : Figure and facts regarding surplus had been concealed. The authorities are deliberately making the efforts to show the 'Surplus' minimum. Every year vague entries have been brought in the income expenditure accounts under Head "Provision for Repair & maintenance of essential Services of various scheme". In this year accounts an amount of Rs. 1,23,00,000/- had shown on expenditure side. This entry was vague. So the actual surplus for this year should be Rs. 1,23,18,770.14 P. in place of Rs. 18,770.14 P. Similarly, the total surplus needed to be appeared in Balance Sheet should be Rs. 5,18,14,386.35 P. and not Rs. 12,83,800.90 P.

This wrong picture of the surplus have given the adverse position of the Pradhikaran accounts.

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- c) Reserves : As per accounts of the Present year again Rs. 2,55,335/- have been added as 'Reserves'. It was also pointed out in the previous audit report that since this was the income from the store should have been brought to the ~~income~~ income and expenditure account. The total amount of Rs. 10,26,871.93 shown as reserve was wrong.
- d) H.P. Government Loan : The loan of Rs. 31,80,000/- received from H.P. Government was not repaid inspite of repeated objection raised by the Audit. This should be repaid immediately.
- e) Stock : The stock balances have shown into minus. This is very surprising that inspite of plus balances of stock in the working Divisions, the figure in final accounts had shown in minus. This is complete failure or negligence of the authorities to detect the reasons as to ^{how} ~~had~~ the minus balances have come. Therefore, the stock balances shown as (-) 25,43,872.28 may again be checked and actual position be brought to the notice of audit.
- f) Deposit for preferential Allotment :
Upto 31.3.94 the total deposit have reached Rs. 46,54,261.64 P. This amount is placed on liability side, whereas it being a revenue receipt should have taken in income expenditure account. This wrong entry has decreased the surplus and therefore, needs to be reviewed.

g) Sundry Debtors :

A huge amount of Rs. 79,64,375.65 P. have shown as sundry debtors. But no reference of sundry creditor has been given in the Balance Sheet. It is noticed that plus-minus effect of sundry debtors and creditors was taken into account. This is wrong as the true picture of creditors and debtors should have been brought separately to as-certain the correct position of the accounts.

h) Deposit Work :

i) Against the deposit work for providing water supplies to Kasumpti Zone, the amount of Rs. 7,55,807.03 P. was spent in excess. This amount may be recouped to the fund at the earliest.

ii) The amount of Rs. 2,33,533.55 was ~~recovered~~ received long back for Survey and Planning of Kasumpti Zonal Centre. This amount remained un-utilized as yet. Reasons for delay in utilization of funds may be intimated.

6. Abnormal and Irregular hike in AGENCY Charges

On the total amount spent on the execution of work, the Pradhikaran used to charge Agency Fee to meet at its Administrative expenses. In the beginning it was charged @ 10% on the total expenditure but now it has been increased to 25%.

It is well known that the Pradhikaran has been constituted with a motive and objective to provide

shelter to the weaker as well as to other sections of the people, on reasonable rates. The concept of of this body was to run it on NO PROFIT NO LOSS basis.

But the charging of Agency fee @ 25% is appears to very higher side and contrary to the object for which it was constituted, for the following facts :-

- 1) From the following facts and figures it is clear that the Pradhikaran could have charged Agency Fee @ 10% of the total expenditure to meet its Administrative Expenditure :-

Total Administrative expenditure (1993-94)		Rs. 97,67,772.73 P
Total receipt of Agency Fee	(-)	1,44,98,497.50
Other income	(-)	53,91,862.59
Requirement of Agency Charge to meet administrative expenses		43,75,910.00
Profit :		1,01,22,586.00

So even if the Agency fee charged @ 10% the same would have been sufficient to meet out the Administrative expenses .

- 2) The charging of Agency Fee for earning a profit is against the object of the Pradhikaran.
- 3) The excess charge of Agency Fee has certainly resulted in excess cost of flats to the allottees,

who are already depending for abnormal rise in rates.

- 4) In comparison to Housing Board, which is running on commercial basis, the rates of Agency fee being charged by Pradhikaran are on very higher side. The charges of housing board are under :-

Agency fee on self financing scheme	17.5%
Agency fee on Trial housing scheme	10%
Agency fee from H.P. Govt. works	10%

The charging of Agency fee @ 25% is appears to be un reasonable . Therefore, the Pradhikaran may review its decision and may charge Agency Fee at such Percentage rates as is required to meet out its Administrative expenses.

7. Unwise raising of overdraft which resulted in losses of Rs. 3,59,325/-

The position of overdraft was as under :-

overdraft raised	Rs.89,64,371.23 P
Intt. paid on overdraft	25,15,279.00
Amount in F.D.R.	3,07,28,855.00 3,07,28,855.00
Intt. received on F.D.R.	40,16,251.00

The above figure shows that the Pradhikaran had enough amount of Rs. 3,07,28,855/- in fixed deposits which could have been utilized instead of raising

overdraft for which extra interest of 2% had to be paid. The excess payment in the shape of interest for raising overdraft worked out to Rs. 3,59,325.00. Had the overdraft not raised, the Pradhikaran could have saved this amount. The unwise action of the authority put the Pradhikaran to loss to the tune of Rs, 3,59,325/- which is brought to the notice of the higher authorities/Government for appropriate action.

8. Illegal Transfer/Re-sale of E.W.S. Flats resulting
~~huge losses~~ ^{huge losses} favour and to the tune of Rs. 1,97,310/-
 to the Pradhikaran.

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 Social housing scheme was floated on 10th July, 1984. Under this scheme flats on subsidised cost were to be provided to the weaker section having income upto Rs. 600/- p.m. The basic aim of this scheme was to give shelter to the poor people of the Society.

Besides other conditions of allotment, the main condition is the reproduced as under. The allottee shall have no right to sell or transfer his right during the first ten years. Thereafter, the transfer of lease hold right of the flat may be allowed by the SDA after the expiry of ten years period on such terms and conditions as may be decided by the SDA.

But in violation of above mentioned condition, the flats have been allowed to transfer/resale to other persons within 10 years.

Vide a few instances given as under :

1. Block A-9

2. Block A-8

3. Block A-5

- 1) Block A-9 was allotted to Sh. Krishan Kant Dang during the month Oct. 1993. Immediately after taking the possession of the flat he wished to sale the flat to Sh. Anupam Mehandiratta and this transfer was allowed by the C.E.O. in May, 1994.
- 2) Again Block A-8, which was allotted to Shri Surender Dhawan on 9.9.92, was also resaled to the same person (Sh. Anupam Mehandiratta) for which lease deed was made on 15th Oct. 1993.
- 3) Block A-5 was also transfered similarly.

The above transfers were illegal for the following reasons:-

- 1) The resale was executed before the expiry of ten years of allotment.
- 2) The resale was allowed to persons who did not fall in E.W.S. category and was thus illegal, as the Pradhikaran had to bear extra cost of more than Rupees 2 crores to provide these flats to weaker section on subsidised cost
- 3) Immediate, resale by the allottees clearly indicate their motive to earn profit and this should have not been allowed as it was against the basic motive of the Scheme to provide shelter to weaker section.

Therefore, the Pradhikaran had to bear approximately rupees 2 crores loss due to construction of these E.W.S. houses at subsidised cost. By allowing the re-sale of above three E.W.S. houses to persons who were not economically weaker has put the Pradhikaran to a net losses of Rs. 1,97,310.00 as detailed below:-

Sale Price of the flats	34,000.00
Market value of flats as assessed by the Pradhikaran	99,770.00
Difference on each	65,770.00
Difference of 3 flats	1,97,310.00

The responsibility may be fixed for allowing illegal resale and for the recovery of Rs. 1,97,310.00 under intimation to audit.

9. HUDCO LOAN

a) Irregular deduction by the HUDCO

It was also pointed out vide para No. 8 of the audit Report for the year 1992-93 that while granting loan to the Pradhikaran, the deduction of Rs. 7.07,500/- made by HUDCO towards E.W.S. ^{flat} fund was irregular. Similarly, this year the HUDCO vide letter No. nil

dated 5.11.93 sanctioned a loan of Rs. 5922000/- and deduction of Rs. 37,510/- and Rs. 309600/- were against made towards E.W.S. flat fund. The total amount of Rs. 1054675/- was deducted upto 31.3.94. by ~~on this~~

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HUDCO on this account.

The deduction of E.W.S. flat fund was against the term and condition of the agreement. Hence this irregular deduction should have been objected to by the Pradhikaran. The amount may immediately ^{be} got recovered alongwith the interest paid by the Pradhikaran to the HUDCO on this irregular deduction.

- b) Non-maintenance of record about utilization of HUDCO Loan.

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The loan was sanctioned by HUDCO scheme wise but ~~then~~ it could not be ascertained whether the amount actually spent for the scheme for which it was granted. The detail of loan received from HUDCO-is enclosed in Annexure 'A' attached to this report. Therefore, a complete detail of amount spent on each scheme may be furnished so that actual position about the utilization of loan may be ascertained.

10. Excess payment of Rs. 3,27,209/- on account of 10 cc claims (Div. No. II)

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It was noticed during test audit that the payment of 10 cc claims were made to the contractor by ignoring the provisions of clause 10(cc) which resulted in excess payment of Rs. 3,27,209/-. The provisions of clause 10 (cc) provides that no compensation shall be payable for a work for which the stipulated period of completion of work is 6 months or less. In the following

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cases, the stipulated period for completion of construction work was less than six months and in view of the above condition payments under clause 10(cc) were not admissible to the contractors. It was explained during audit that these payments were made as per terms and conditions of agreement No. 13 of 1989-90. It will be relevant to mention here that the terms and conditions with regard to clause 10(cc) were not applicable in these agreements because fresh agreements were formed with the contractor given below and the completion period of construction was agreed afresh and the contractors were required to complete the work within stipulated period agreed by the contractors, which was in all ~~payments~~ the cases six months or less. Hence the payments under clause 10(cc) were not admissible. In some cases the extension was granted provisionally which does not attract the provision of 10 c.c., Therefore, the grant of 10 c.c. claim was irregular. The amount pointed out below may be recovered and reason for this unauthorised and irregular payment may be explained:-

Name of work	Agreement No. & date	Name of Contractor	Stipulated period	Date of commencement of work	Date of completion as per agreement	Amount of 10(cc) Paid
1.	2.	3.	4.	5.	6.	7.
Res. Complex below ECH, Phase-I SH. c/025 Nos. T.A., 21 Nos. T-B, 8 Nos. T-C (Job No. 5)	31 of 1993-94	Sh. Matroo Ram	1 month 23 days	20.2.94	31.3.94	27102.00

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-do- Bldg. portion includ- ing internal W/S & S.I. SH:T-A House No. 9 & 10 Lane No.II Sector No.2	32 of 1993-94	Sh. Matroo Ram	1 month 23 days	5.2.94	31.3.94	31374.00
-do- SH:T-A House No. 46 Main Road Sector-II	33 of 1993-94	Sh. Dila Ram	1 month 11 days	17.2.94	31.3.94	20953.00
-do- SH:C/o T-A House No. 5 & 41 Lane No.II Sector No.II	45 of 1993-94	Sh. Prem Singh	20 days	11.3.94	31.3.94	9953.00
-do-SH:T-C House No. 36 Lane-I Sector-II	28 of 1993-94	Sh. M.K. Miglan	1 month 23 days	5.2.94	31.3.94	43755.00
-do-SH:C/o T-C House No. 37 Lane-I Sector-II	29 of 1993-94	-do-	1 month 23 days	5.2.94	31.3.94	33967.00
-do-SH:T-C House No. 38 Lane No.I Sector-II	30 of 1993-94	-do-	1 month 23 days	5.2.94	31.3.94	32384.00
-do-SH:T-A House No. 6 Lane-II Sector-II	47 of 1993-94	Sh. Dila Ram	2 months	1.2.94	31.3.94	13447.00

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2,12,935.00
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-do-SH:

C/o House No.
A-4, Lane-II
Sector-II

34 of Sh. Prem 1 month
1993.94 Singh Atri 8 days

20.2.94 31.3.94 8772.00

-do- SH:

C/o B House
36,37,38,
39 & 40

176 of Sh. M.K. 6 months
1994-95 Miglani

2.11.94 1.5.95 17219.00

-do- c/o

T-F Houses
50 & 51

16 of Sh. Kameshwar
1994-95 6 months

20.4.94 19.4.95 15933.00

-do-C/o

A..House No.

26 to 31

33, 34

19, 20,22

& 23

26 of Sh. Matroo 3 months 8.12.94 7.3.95 43391.00
1994-95 Ram

-do- X

c/oInternal

W.S. & ---

job No. 5

18 of Sh. Devinder 3 months 10.11.94 9.2.95 28959.00
1994-95 Singh Thakur

Totals:

3,27,209.00

11. Serious Irregularities in the payments made in respect of Agreement No. 14 of 1989-90
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Agreement No. 14 of 1989-90
Name of work C/o 20 Nos. T-A, 19 No. T-B, 6 Nos., T-c below ECS Phase-I
Name of Contractor M/S. R.K. Kapila, Division No. II

During the course of audit following irregularities have been noticed which may be attended to and compliance intimated to audit:-

- a) The following items were supplied from the Divisional Store against indents No. noted against each which were duly adjusted in the stock account for the month of 7/90, but the material was neither accounted for in the measurement book nor it was taken in cement consumption register maintained at site. The accountal may therefore be pointed out to audit failing which the action for misappropriation of material may be ~~init~~ initiated against the defaulter. The total cost of material as pointed out below worked out to Rs. 30695/-

Name of material	Indent No. & date	Qty. issued	Amount inclusive storage charges Rs.
Cement	VSP/023 dt. 20.6.90	180 bags	14321.00
Steel	-do-	1.926 M.T	16374.00
		Total:	30695.00

- b) As per record maintained in the Divisional Office and also evident from Account maintained at page 39 of M.B. No. 441 total number of 14647 bags of cement were issued from Divisional Store against which only 13642 bags of cement could reach at the site as evident from the cement consumption register maintained for job No. 4. Though, recovery of total quantity issued has been made from the contractor at the issue rate but the quantity of 1005 bags of cement which could not reach at site, appears to have been misappropriated by the contractor. The objective of cement issue register is to exercise check as to whether the cement issued from store have actually been consumed in the works or not. The site Junior Engineer and S.D.O. did not bother to exercise check and it is suspected to that the cement have been misappropriated with their Convenience

Secondly, when the 1005 bags were not used in the work, the work so executed certainly be of below specification. Therefore, complete inquiry be made and responsibility be fixed on the erring Official besides the recovery of Rs. 72360/- for the misappropriated cement bags at double rate.

- c) 180 bags of cement were supplied vide indent No. 249/93 dated 3.8.93 against which only 40 bags were accounted for in the cement register at P-82. The balance 140 bags of cement were appeared to have been misappropriated by the contractor as well as the Junior Engineer concerned. Similarly, 180 bags of cement were issued vide indent No. 263 dated 11.3.94 but these were also

not accounted for in the cement register. As such these ^{were} 320 bags/actually not used for construction work and thus misappropriated by the J.E. and contractor concerned for which recovery of Rs. 36560/- at prevailing issue rate may be made from the Junior Engineer/contractor concerned beside taking suitable action for the misappropriation.

- d) As per cement register at P-83 the balance was worked as Nil on dated 15.8.93 whereas as per arithmetical calculations there should have been 330 bags in balance on that date. As such these 330 bags also appeared to have been misappropriated by the officials handling the store at site and maintaining the record. The discrepancy may therefore be reconciled failing which the recovery of Rs. 37703/- may be made from the officials responsible.
- e) 30 bags of cement were issued from the store vide indent No. 248 dated 27.7.93 to Sh. V.S. Panwar, J.E. but this material was not accounted for in the MAS. Further disposal of the same was also not made available in the record during audit. As such recovery of Rs. 3641/- may therefore be made from the Official at fault and action for misappropriation may be initiated against the defaulter.
- f) 4.012 M.T. M.S. channel and 1.585 M.T. CGI sheets were issued vide indent No. 203 dated 19.9.92. The value was posted in the contractor ledger at P-41 as Rs. 46633/- at the issue rate of steel whereas rate of M.S. channel was Rs. 12010/- per M.T. and CGI sheets Rs. ~~22160/-~~ 22160/- per M.T. As such total value of Rs. 83308/- was

required to be posted in the contractor ledger against which Rs. 46633/- were accounted for. As such Rs. 36675/- were posted less. The omission may be accounted for and compliance shown at the next audit.

Illegal payment of Rs. 1,79,462/-

While negotiating the Tender, the Executive Engineer has consider the letter written by the contractor on dated 19.9.89 which reproduce as under :

Job No. -4 - " I offer overall premiums of one percent on quoted rates "

The meaning and objective of the negotiation is widely known that it is being held to reduce the rates by the contractor. The offer of contractor as mentioned above have been considered and Executive Engineer inspite of reducing the rate to the tune of 1% have increased it @ 1% and thus payment have been made 1% above on the tendered rates. It is not understood, whether Executive Engineer did not apply his mind or allowed this illegal payment ~~xxxxxxxxxxxx~~ ^{ing} knowingly.

The action of the Executive Engineer was doubtful ~~xxxxxxxxxxxx~~ by allowing excess premiums of 1% in place of the rebate. This has resulted in excess and illegal payment of Rs. 1,79,462/- to the contractor. Therefore, the amount of Rs. 1,79,462/- so paid illegally may be recovered from the person at fault and it should not be adjusted as a recovery due towards the Contractor because on the completion of ^{final} bill, a huge amount is still recoverable from the Contractor. This

grave irregularity is also brought to the special notice of the higher authorities for appropriate action.

h) Fictitious payment of Rs. 68416/-

Vide record entries made in M.B. No. 164 from Page 11 to 17, 6195.57 Cu. M. earth was shown disposed of for which payment of Rs. 68416/- was made.

The disposed of this earth by a mechanical transport upto lead of 1 k.m. appears to be fictitious as at the same time on dated 7.4.92, the soil from other site had shown to have been brought to this site from where it was shown disposed of through the departmental truck No. H.P.-07-822, as appeared at Page-19 of the log-Book of the truck. Causing of soil through truck shows that the site required filling and therefore there was no question of disposal of the soil.

Hence, the entry & payment for the disposal of soil appears to be fictitious. The matter needs thorough ~~xixixixix~~ investigation and actual position be reported to audit. The responsibility for making fictitious payment may be fixed ~~fixed~~ and recovery effected under intimation to audit. The analysis of ~~this~~ extra item were also not put up inspite of repeated requests.

i) Excess payment of Rs. 12452/- Extra item

"Second class brick masonry using common burnt clay building bricks in cement mortar 1:6 (1 cement 6 sand) in superstructure above plinth level and upto floor two level."

The rate of above item was derived from similar item of second class brick work using common burnt clay building bricks in cement mortar 1:6 in foundation and plinth only whereas it was required to be derived from similar items of the trade i.e. brick masonry in cement mortar 1:6 and 1:4 The rate has been worked out in audit as under:

Qty. of item in cement mortar 1:6	308.39 m ³
Rate quoted by the contractor	1060.00 per m ³
Total value	3,26,893.40 ..(A)

Qty. of item in cement mortar 1:4	6012 m ³
Rate quoted by the contractor	120.00 per m ³
Total value	7,21,440.00...(B)

Qty. of item in ^{Cement} mortar 1:6	308.39m ³
Rates as per HPSR,1987(10.1)(1)	414.65
Total value	127873.91....(C)

Qty. of item in cement mortar 1:4	6012
Rate as per HPSR,1987	55.90
Total value	336070.80.....(D)

Total of A+E	10,48333.40
Total of C+D	46,3944.71

Hence percentage : 125.96%

Rate as per HPSR, 1987(10.1)(1)	414.65
Add for superstructure above plinth level upto floor two level	11.80

	426.45

Hence Rate Payable :	963.60
i.e schedule rate +Premium of 125.96%	
Rate paid	1101.05
Difference	137.45 per m ³
Total Qty. paid	90.59 m ³
Excess paid	12452/-

j) Excess payment of Rs. 2503.85

Extra item

'R.R. masonry polygonal rubble (un-coursed brought to course) with hard stone of approved quality in foundation and plinth including levelling up with cement concrete 1:6:12 aggregate 20 mm nominal size in cement mortar 1:6 in breast wall/retaining walls'

The rate for above item was derived as under :-

Rate of composite stone masonry as per schedule of 1987	127.25
Rate quoted by the contractor	200.00
Percentage above	57.17%
Rate of item 11.5 of HPSR, 1987	318.30
Add % of 57.17%	181.97

Hence rate derived: 500.27

The perusal of record entries made in various measurement books revealed that levelling work with cement mortar 1:6:12 was not done as also evident from record entry at P-49 of M.B. No. 135. Since, the above portion of the item was not executed, the rate was to be paid at the reduced rate by Rs. 9.00 per sq.mtrs. Hence the rate was to be derived as under :-

Rate of item 11.5 of HPSR, 1987	309.30
Add 57.17%	176.80
Total	486.10

Rate paid	500.25 per sq.mtr.
Rate payable	486.10 per sq-mtr.
Difference	14.15
Total qty. paid	176.95 m ²
Excess paid	Rs. 2503.85

The recovery of excess payment be made immediately.

k) Excess payment of Rs. 805.30
Extra item

'Providing and fixing collars of 75 mm and 100 mm nominal size.

and

'Providing and fixing 100 mm size' Pors' trap for water closet (Squatting pan)'

The rate for above items were derived under clause 12(ii) of the agreement whereas these were required to be derived under clause 12(iii) of the contract agreement due to which excess payment of Rs. 805.30 was made to

the contractor which may be recovered unless otherwise justified with provision of contract agreement.

1) Rate as per item 25.79 of HPSR 1979 for 75 mm	6.30
Add overall premium of 164.31%	10.35
Rate payable	16.65
Rate paid	19.21
Difference	2.56
Total qty.	205 Nos.
Excess payment	Rs. 524.80

11) Rate as per item No.25.79 of HPSR, 1979 for 100 mm	8.15
Add overall premium of 164.31%	13.40
Rate payable	21.55
Rate paid	24.85
Difference	3.30
Total qty.	85 Nos.
Excess payment	280.50
Total excess payment	:524.80 + 280.50 =805.30

(1) Excess payment of Rs. 6139/-

Cutting in earth work i/c stocking of serviceable material and disposal of all excavated surplus earth as directed with all leads and lifts. Work in pick and jumper work. The rate of above extra item has been derived from item of excavation which was wrong because item of excavation

....30.

can not be treated similar item for cutting. As such the rate was required to be derived from overall premium as under:-

Rate as per item 7.1 of HPSR, 1987	14.30
Add overall premium 67.64%	9.67
Rate payable	23.97
Rate paid	32.30
Difference	8.33
Qty. paid	736.96 m ³
Excess paid	Rs. 6139/-

The above excess payment may be recovered from the officers/officials at fault and compliance shown at the next audit.

- m) C/o RCC wall at R.D. No. 3/0 to 7/0, 17.90 to 22.80, 23.05 to 35.80, 52.70 to 58.60 and 76.20 to 81.00
.....

It was noticed during test audit that the contractor was paid for the execution of work 'form work' steel and RCC' as per detail given below but the execution of work for 'excavation, foundation and footings' was not pointed out to audit. The execution of these items were required to be measured before the form, steel and RCC work. As such the allied informations may please be made available to audit failing which the payments made for 'Form work steel and RCC, be recovered from the Junior Engineer concerned unless otherwise justified.

Moreover, at R.D. 23.05 to 35.80 and 52.70 to 58.60, the item of steel was not measured and paid then how the item of form work and RCC without steel can be paid.

This shows that these record entries are fictitious and require thorough investigation under intimation to audit.

Name of item	Name of R.D.	Qty.	Rate	Amount	Remarks
Form work	3/0 - 7/0	8.52 m ²	50	426.00	
Tor Steel	-do-	12m 85.20 mtrs. i.e. 75.82 kg.	9.50	720.30	M.B. No. 8 Page 90 IIInd.
RCC	-do-	2.38m ³	1200	2856.00	
Tor Steel	-do-	12mm 85.20mtr. i.e. 75.82 kg.	9.50	720.30	
Form work	-do-	8.52m ²	50.00	426	M.B. NO. 8 Page 91 IIIrd.
RCC work	-do-	1.87 m ³	1200	2244	
Tor Steel	-do-	16mm 45.50mtr 12mm 71.00mtr 168.20kg. 10mm 53.39mtr.	9.50	1597.90	
Form work	-do-	8.52m ²	50.00	426.00	-do- IVth
RCC work	-do-	1.36m ³	1200.00	1632.00	
Tor Steel	-do-	10mm 71.00mtr i.e. 44kg.	9.50	418.00	M.B. No. 8 Page 92 Vth
Form work	-do-	8.52m ²	50.00	426.00	
RCC work	-do-	0.89m ³	1200.00	1068.00	
Tor Steel	-do-	10mm 71.00mtrs. i.e. 44.00kg.	9.50	418.00	
Form work	-do-	7.10m ²	50.00	355.00	M.B. No. 8 P- 92.93 VI th
RCC work	-do-	0.50m ³	1200.00	600.00	

Tor Steel	17.90 - 22.80	8mm 75mtr 1e.29.25kg.	9.50	277.90	
Form work	-do-	7.50m ²	50.00	375.00	M.B. No. 8 P- 94-94 IV th
RCC work	-do-	0.71m ³	1200.00	852.00	
Tor steel	-do-	8mm 50 mtrs. 1.e.19.51 kg.	9.50	185.25	
Form work	-do-	5.00m ²	50.00	250.00	M.B. No. 8 P -94-95 V th
RCC work	-do-	0.35m ³	1200.00	420.00	
Form work	23.55 -35.80	22.70m ²	50.00	1135.00	-do- P- 95
Steel	-do-	Nil	-	-	-
RCC work	-do-	1.65m ³	1200	1980	-do-P-95
Form work	52.70-58.60	6.70m ²	50.00	335.00	-do-X-96
Steel	-do-	Nil	-	-	-
RCC work	-do-	0.54m ³	1200	648	-do-
Form work	76.20-81.00	14.70m ²	50	735	-do- P-96
Steel	-do-	8mm 78.40mtr 1.e.30.55kg.	9.50	290.20	-do-
RCC work	-do-	1.02m ³	1200	1224	-do-
Total:			23040.85		

n) Excess Payment of Rs. 11325.60
 Item No. 7 & 8 of Ag. No. 14 of 1989.90
 Execution of Re-inforcement Cement concrete.

As per agreement the above item was required to be
 executed with the help of mechanically mixer and vibrator

but the perusal of record entries and abstracts of cost of running bills entries made in the measurement books revealed that the above equipments were not used while executing the RCC item, In case these equipments are not used, the deduction @ Rs. 5/- per cum plus overall premium was required to be deducted from the payments made to the contractor which was not deducted. As such the payment of Rs. 11325.60 as detailed given below paid in excess to the contractor be justified failing which the recovery be made from the contractor or from the official at fault:-

Name of item	Qty.	Recovery Rate (Rs.)	Amount recoverable (Rs.)
<u>Item No. 7(RCC)</u>			
a)(i) Foundation & Footing (Bldg. portion)	126.30m ³	8.40	1060.90
(ii) RCC wall	168.42m ³	8.40	1414.70
b) Suspended floors	500.53m ³	8.40	4204.45
c) i) Walls (Bldg. portion)	11.20m ³	8.40	94.10
ii) RCC walls	293.03m ³	8.40	2461.45
d) Column pillars etc.	204.55m ³	8.40	1718.22
e) Stair cases	28.87m ³	8.40	242.50
<u>Item No. 8</u>			
RCC in chhajjas	15.39m ³	8.40	129.30
Total :			11325.62

o) Excess payment on account of wrong calculation

The following wrong calculation were noticed in test audit. The omission may be accounted for and compliance shown at the next audit.

- 1) The quantity of 10 mm dia was 125.28 mtrs. whereas it was taken 141.28 mtrs. at P-88 of M.B. No. 171 which resulted into excess payment of Rs. 133/- to the contractor. The same may be recovered.
- ii) The quantity weighing 125.28 mtrs. of 10 mm dia steel was wrongly carried forward from M.B. No. 171 P-88 to M.B. No. 318 P-9 in dia of 12 mm. This resulted into excess payment of Rs. 321/- for 33.82 kg for which may be recovered.
- p) The record entries made in the measurement book No. 128 does not seem to be correct in as much as the measurements at pages 61 to 62 of M.B. No. 128 were shown recorded on 16.4.91 and the measurements at Pages 63 and 64 of the same M.B. were shown recorded on 23.8.90. It was also noticed during audit that the test check of hidden items was also not conducted by Assistant Engineer concerned in the M.B. The detail of the items executed is given below:-

Name of item	Qty.	Rate(Rs.)	Amount(Rs.)	Remarks
Form work	17.11	50/-	855.50	ME.No.128 P-63
<u>Steel work</u>				
12 mm	66.21kg.	117.02kg.		
8 mm	50.81 kg	9.50	1111.71	-do- P-63
RCC work	0.98	1200	1176	-do- 54
		Totals:	3143.25	

The payment made in 1995 for the work executed during the year, 1990 and 1991 may also be suitably explained.

- q) Excess payment on account of carriage of grit from Panchkulla (Division No. -II)
.....

The crusher at BhuttaKufar near Shimla were banned by the Hon'ble High Court and the contractors were allowed to carry grit from Panchkulla(Haryana). Different rates of extra lead were approved for different sites. Later on the ban was lifted and the contractors were issued instructions to carry grit from Bhutta Kufar vide Executive Engineer letter No. SDA(D-II)SDA/93-5061-64 dated 13.8.93. It was made clear in the above letter that extra lead will not be paid from the date of issue of ~~para~~ letter. It was noticed during audit that in the following cases, payment for extra lead was made even after 13.8.93 for which the recovery may be made from the concerned contractors :-

Name of Contractor	Agreement No. & date	Qty.	Rate Rs.	Amt. Rs.	Remarks
Sh. A.S.Rana	7 of 92-93	71.51m ³	347/-	24814/-	IIIrd running bill MB.No.346
-do-	-do-	56.77m ³	347/-	19699	IV running bill M.B.No. 346
Sh. R.N.Madan	14 of 93-94	53.2.m ³	371/-	19737	6th running bill M.E.No. 374

.....

11) While approving rates for extra lead, there was condition that the payment will only be made on production of documentary proof in support of carry of grit from Panchkulla. The same were not made available for the entire period which may also be shown to audit.

12. Name of work • Res. Complex below BCS Phase-II
 Agreement No. & date : 5 of 1990-91 (Division No. II)
 Name of Contractor : M/S. M.G. Associates Eng.
-.....

a) In this contract, the work for the laying of roads was awarded to the contractor. The total quantity of bituman of 37166 kg. was used in this work. For this work bituman was not supplied by the organisation. The supply of bituman by the organisation was binding on the organisation as per the H.P. Govt. letter No. FDS-F(6) -5/85 dated 20.11.85, the gist of which as under :-

Govt. Department/Semi Govt. bodies and ^{public} ~~private~~ sector Enterprises should purchase their requirement of bituman only from the Oil Companies, Contractors working for aforesaid category of organisation should be supplied the required quantity of bituman by PWD or other appropriate department and procurement. The contractors of bituman on ^{their own} ~~their~~ and should not be one of the condition of the Contract'.

The above instructions were issued with the objective to stop pilferage of bituman. The Pradhikaran has violated the Govt. Instruction and allowed contractor to arrange bituman at his own. This is not merely a

non-compliance of Govt. instruction but it may result into possibility of obtaining bitumanby the contractor from unauthorised sources.

Therefore, the contractor may be asked to put up the proof that from which source he procured 328 numbers of botuman drums used in the aforesaid work. In future the bituman be procured by the Organisation and supplied to the contractor(s) for tarring works.

- b) The above work was required to be completed within six months as per award letter issued to the contractor but the same was not completed even till November, 1995 and no action has been taken under clause-2 of the Agreement. The necessary action under said clause be taken and compensation be levied for delay. The provisional execution to keep the contract alive were also not made available to audit.

13. Voucher No. 13 of 3/94 for Rs. 28536/-
.....

Name of work : C/o Res. Complex below BCS, Phase-I
(SH: C/o Stone masonry Edge wall in lane
No. I)

Agreement No. & date : 24 of 1993-94

Name of Contractor : Sh. Gian Chand
(Division No. II)
.....

The following irregularities were noticed in test audit which may please be attended to and compliance shown at the next audit :

- 1) The item R.R. masonry with hard stone of approved quality in foundation and plinth in cement mortar 1:6 including levelling up with cement concrete 1:6:12 was to be executed as per agreement. Perusal of record entries at page 32 of M.B.No. 265 revealed that the levelling work in cement concrete 1:6:12 was not done. and as such the payment was to be made at reduced rate Rs. 309.30 instead of Rs. 318.30 upto 3rd and final bill total quantity of 159.935 m³ was executed in cement concrete 1:6:12 was laid only in 25.375 cum. and the rest quantity was executed without levelling up with cement concrete 1:6:12, the detail of which is given below:-

M.B. No. 265 P-33	54.22 cum.
M.B.No. 265 B-39	20.48 cum.
-do- B- 43	52.09 cum.
-do- P- 45	7.81 cum.

	134.60 cum.

In this way, the contractor was paid in excess to the tune of Rs. 2338.00 for 134.60 cum including premium which may be recovered immediately.

- 11) Similarly excess payment of Rs. 2544/- was made to Sh. Bhagat Ram, Contractor for 146.45 cum. vide M.B. No. 315 Page-57 on the same grounds stated above against agreement No. 25 of 1993-94.
- 111) Again the excess payment made to Sh. Matru Ram, contractor against agreement No. 10 of 1993-94

for 82.43 cum. @ Rs. 9/- per cum. plus 65% premium to the tune of Rs, 1224.08 and to Sh. Gian Chand, Contractor against work order No. 29 of 1992-93 for 19.06 cum @ Rs. 9/- per cum plus premium of 61% to the tune of Rs. 276/- was also found in excess which may be recovered.

14. Irregular payments of advances amounting to Rs.

76,04,350/- (Division No.II)

.....
Advance payments of Rs. 76,04,350/- the detail of which is given in appendix 'B' to this report were made to the contractors on the basis of certificate to the effect that the contractor has executed the work. The payment of advance merely on the basis of certificate and in absence of record entries of actual work done was adjudged illegal. In some cases, the regular payments are not yet been made as evident from Agreement No. 10 of 1993-94 (Design Division) in which the advance payment was made on 22.2.94 but the regular payment has not yet been made. In many cases, no work was executed before making payment as evident from record entries made in the respective measurement Books. The advance payments to the contractors in this situation was indicative of the fact that the contractors were given undue benefit by making advance payments. The adjustments of all advance payments be ensured and compliance be shown at the next audit. The matter is also brought to the notice of higher authorities to take suitable action against the defaulter executive Engineer and such type of practices be stopped forthwith.

15. Name of work : Removal of slip at Type-A, House,
T-C House, AD Type & BD- Type House
(Job No. 2)

Work order No.: 1 of 1993-94

Name of contractor : Sh. M.K. Sharma
(Division No. II)

.....

The work removal of slip was awarded to Sh. M.K. Sharma, Contractor vide work order No. 1 of 1993-94. The payment for which have been made vide Voucher No. 9 of 7/93 amounting to Rs. 19984/-. These slips were occurred at various sites where the work of Sh. R.S. Rana contractor were going on in Job No. 2. As per General specifications and conditions No. 14 any damages caused to work or material by rains/snow or floods or due to any other cause whatsoever during the execution of work, the contractor has to make good all such damages at his own cost. In the instant case also, the slips occurred at the site of works being executed by Sh. R.S. Rana, Contractor and he was liable to restore the damages caused at his own cost. In case, the contractor fails to remove slip occurred at his site of work and the work is got done through another agency, then the expenditure so incurred would have been debited to the relating contractor and the recovery was to be made from him accordingly. As such, the recovery of Rs. 19984/- which was made to the contractor may, therefore, be made from the contractor or from the responsible officer who allowed this irregular payment by ignoring the above clause of the Agreement.

16. Irregularities in framing contractors (Div. II)

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It has been noticed during test audit of Division No. II that the contractors were commencing the work awarded to them before signing the agreement as evident from the fallowing cases. This was legally invalid and may cause any harm to the institution in the court of law. The matter is brought to the notice of higher authorities to look into the matter and take suitable action as may be deemed fit :-

Ag. No.&date	Date of issue of work award letter.	Date by which agreement was to be signed....	Date of commence- ment of work. -	Date of purchase of non- judicial paper.
35 of 1993-94	23.2.94	13.3.94	9.3.94	14.3.94
44 of 1993-94	5.3.94	20.3.94	20.3.94	22.4.94
11 of 93-94	16.6.93	1.7.93	1.7.93	18.8.93
9 of 93-94	16.6.93	1.7.93	1.7.93	28.7.93
7 of 93-94	16.6.93	1.7.93	1.7.93	18.8.93
34 of 93-94	18.2.94	5.3.94	20.2.94	22.4.94
2 of 92-93	13.10.92	28.10.92	28.10.92	2.7.93
3 of 89-90	7.9.89	22.9.89	21.9.89	11.10.89
2 of 89-90	7.9.89	22.9.89	21.9.89	1.12.89
5 of 89-90	27.9.89	11.10.89	11.10.89	20.11.89
6 of 89-90	27.9.89	11.10.89	11.10.89	27.11.89
1 of 93-94	2.4.93	17.4.93	16.4.93	5.5.93
3 of 94-95	27.4.94	11.5.94	11.5.94	3.6.94
2 of 94-95	27.4.94	11.5.94	11.5.94	3.6.94
20 of 94-95	28.10.94	13.11.94	12.11.94	12.12.94

17. a) Agreement No. 47 of 1993-94

.....

The work C/o 25 Nos. Type-A, 21 Nos. T-B and 8 Nos. T-C Flats (Job No. 5) was awarded to Sh. Dila Ram, Contractor vide agreement No. 47 of 1993-94 vide letter No. SDA(D-II)Acctt-7/93-6816-23, dated 25.3.94 but the contractor had commenced the work on 1.2.94 as per agreement deed. The commencement of work before the issue of work award letter be justified.

b) Agreement No. 10 and 11 of 1992-93

.....

These agreements were formed between the Development Authority and Sh. M.G. Sharma. These were not legally valid as the same were executed on judicial paper. instead of non-judicial paper. Besides above, the columns such as date of commencement, stipulated date of completion etc. were also not filled in. The matter needs to be looked into and ~~take~~ suitable action may be taken accordingly.

c) Excess consumption of cement in departmental works (Division No.II)

.....

It was noticed during test audit that the consumption of cement was wrongly shown consumed than the actual consumption worked out in audit. The consumption of sand and grit was not at par with consumption of cement as evident from the following instances :-

The consumption of cement in respect of item executed viz. concrete, masonry was worked out correctly but the quantity of sand used was very less. This shows that either the work was not executed as

per specification or the item shown executed just to show the progress of departmental labour. In the month of 2/94, total number of 78 bags of cement shown consumed in the M.A.S. through departmental labour whereas the consumption was worked out in audit for 75 bags only as per information obtained from connected measurement books.

Name of Item	Qty. executed	Factor	Consumption of bags
.....
P/L cement concrete 1:2:4	8.465 cum.	6.40 per cum.	54.00
-do- 1:6:12	0.83 cum.	2.20 cum.	2.00
RR Masonry in cement mortar 1:6	11.45 cum.	1.65 per cum.	19.00
Total :			75.00

As such ³~~36~~ bags shown consumed in excess which may be justified taking into account the quantity executed and consumption factor failing which the recovery be made from the concerned Engineer incharge.

Besides above, in the following cases also the consumption of sand and grit was not at par with consumption of cement.

Month	Consumption of sand as per MAS	Consumption of cement As per MAS	Qty of cement consumed in MAS	Qty of cement consumed per excess	Diff. As per MAS	Rate	Amount
5/93	5.37 cum	32 bags	25 bags	7 bags	1.10x	114/-	79/-
9/93	12.78 cum	66 bags	60 bags	6 bags	2.90	80	68/-
					3.10x	85/-	70/-

Total: 2736/-

18. Excess payment of Rs. 302.00
.....

Voucher No. 42 of 7/93 for Rs. 13178.00 (Div. II)

W.O. No. & date	Qty. executed	Rate Paid Rs.	Rate Payable Rs.	Diff. Rs.	Rate of Premium Rs.	Amount paid in excess Rs.	Name of Contractor
89 of 92-93	10.80m ³	318.20	309.30	9.00	62%	157.00	Sh. Bhugat Ram
90 -do-	9.96m ³	318.30	309.30	9.00	61.92%	145.00	-do-
Total:						302.00	

18. The recovery of excess payment to the contractor may therefore be made from the contractor or from the official at fault.

19. Vehicle

The following irregularities were noticed during the test ~~audit~~ check of log books. Necessary action may be taken in the matter and compliance be shown at the next audit.

a) Vehicle No. 0822 (Departmental truck)
.....

The perusal of log book, revealed that in the following cases, the purchase of journey was not recorded. This shows that the vehicle was used for private purpose. The purpose of journey may be given in each case failing which these journeys may be treated as private and recovery be made at the out turn date.

Date	Place visited	No. of KM.	Rate(Rs.)	Amount(Rs.)
11.8.93	BCS-Kasumpti & back	15	14.00	210.00
18.8.93	BCS- to Gumma	124	14.00	1736.00
19.8.93	BCS to Lal-pani	40	14.00	560.00
28.8.93	ECS to Not eligible	45	14.00	630.00
27.10.93 & 28.10.93	BCS to HIMFED & back	72	14.00	1008.00
21.12.93	ECS local 16	16	14.00	224.00

Total:

4368.00

- b) In the following cases, the purpose of use of truck was shown as 'lifting of excavated soil' at ECS but the particular site from which earth was lifted and where the same was disposed of was not shown in the log book due to which the correctness of out turn and authenticity of journeys performed could not be verified in audit. The requisite detail may be given in log book and shown to audit failing which the journeys may be treated as unauthorised and recovery effected from the official at fault:-

Date	Places visited	No. of KM.	Rate(Rs.)	Amount (Rs.)
8.4.93	ECS local	4	14.00	56.00
9.4.93	-do-	12	14.00	168.00
12.4.93 to 15.4.93	-do-	28	14.00	392.00
16.4.93 to 21.4.93	-do-	63	14.00	882.00
26.4.93 to 30.4.93	-do-	120	14.00	1680.00
7.12.93	Not recorded	70	14.00	980.00
Total:				4158.00

- c) The perusal of log book revealed that the distance of places visited were not correctly been recorded in the log book as per instances given below. This clearly shows

[illegible]

On dated 14.6.93, 1.2.94 and 9.2.94 the truck covered a distance of 5, 17 and 45 kms. respectively but these journeys were not verified by the official using the truck. As such these may be treated as private and recovery of Rs. 938/- be made from the official concerned immediately.

d) Vehicle No. HIS- 2673
.....

~~XXXXXX~~ Purpose of journey was not recorded in respect of following journeys. . The needful may be done now failing which all these journeys may be treated as private and recovery effected at out turn rate and compliance shown at the next audit :-

Date	Place visited	No. of km. covered	Rate Rs.	Amount Rs.	Name of Officer/ Official using the Vehicle.
2.4.93	Petrol pump to lift and back to office.	9	7	63	Driver.
-do-	Kasumpti to Dhali local & back	21	7	147	A.B.(I)
7.4.93	Kasumpti to Jatog to Dhali & back	36	7	252	A.E.(I)
10.5.93	Kasumpti to Sankat Mochan(two trips)	59	7	413	E.E.(II)
15.5.93	Kasumpti to BCS & Phase-II	23	7	161	A.B.(II)
18.5.93	Kasumpti to Stage IIIrd to BCS	19	7	133	A.E.(II)
6.6.93	Office to Kasumpti (Sunday) and back	4	7	28	Driver.
13.6.93	(Sunday) Dhali local	43	7	301	Driver.
2.7.93	Kasumpti to BCS	43	7	301	Driver.

....49.

2.3.93	Kasumpti to HIMFED Petrol pump & back	7	7	49	Driver (Purpose was wrong)
2.10.93	Shimla local	33	7	231	E.E. II
3.10.93	d-o-	26	26	7	182 E.E. II

e) The following journeys were not verified by the officer/officials using the vehicle of Shimla Development Authority. These journeys may be got verified now and shown at the next audit otherwise these may be treated as private and recovery of out turn rate may be effected from the concerned immediately.

Vehicle No.	Date	Place visited	No. of K.M. covered	Rate Rs.	Amount Rs.
.....
HIS-2673	26.4.93	Kasumpti to Ashwani Khad & back	36	7	252
-do-	30.4.93	Kasumpti to Kwalog and back	18	7	126
-do-	19 & 20.5.93	Kasumpti Dhalli and back	42	7	294
-do-	18.7.93	Kasumpti to workshop local and back	19	7	133
-do-	25.8.93	Kasumpti to workshop and back	26	7	182
-do-	27.8.93	-do-	36	7	252
-do-	1.9.93	Kasumpti to workshop and back	26	7	182

	3.9.93	Kasumpti to Ashwani Khad & back	42	7	294
-do-	10.9.93	Kasumpti to Work Field to State III and back	37	7	259
-do-	12.9.93	Kasumpti to W/Field and back	23	7	161
-do-	14.9.93	Kasumpti ^{to} BCS (two trips)	18	7	126
do-	15.9.93	Kasumpti to Stage III to H.P. Sectt. and back	23	7	161
-do-	17.9.93	Kasumpti to U.S. club to Dhalli and back	26	7	182
-do-	20.9.93	Kasumpti to Ashwani Khad and back	36	7	252
-do-	9.11.93	Kasumpti to D.C. Office to SDA to BCS	36	7	252

20. Name of work : C/o 56 Nos. Type-A Flats, 16 Nos. Type-B, 18 Nos. Type-C, 8 Nos. Type-B, and 12 Nos. Type-D Flats.

Name of contractor: M/S. Deep Dhara Builders and Engineers.

Ag. No. & year : 10 of 1989-90
(Division No. I)

.....
The following irregularities were noticed during audit which may please be attended to and compliance shown

at the next audit:-

- a) A sum of Rs. 50,000/- was recoverable from the contractor as per letter No. SDA-(D-I) DDBC/94-275-77 dated 9.3.94 with regard to execution of item No. 14(a), 17 and 55(i) of the agreement No. 10 of 1989-90. Out of above amount Rs. 34330/- were recovered from the running bill No. 34 of the contractor but the balance amount of Rs. 15670/- was not recovered till conclusion of audit i.e. till November, 1995. The recovery of balance amount may be effected from the contractor or from the official at fault and compliance shown at the next audit;
- b) The above contract was rescinded vide letter No. SDA-(D-I) Acftt.-7/DIB/94-4- 81-84 dated 23.4.94 and the remaining work was entrusted to the following contractors on the same terms and conditions agreed in agreement No. 10 of 1989-90 and accordingly fresh agreement were formed with the following contractors and the completion period of work was less than six months.
 1. Sh. Ajay Kumar Sood.
 2. Sh. M.L. Gupta and Associates.
 3. Sh. Balvinder Kumar Gupta/Sh. Kameshwar Contractors.

It was noticed during audit/^{that} excess payments have been made under clause 10(cc) which were not admissible to the contractors because the above noted clause ~~of~~ clearly provides that no compensation shall be payable for a work for which the stipulated period of completion

is 6 months or less. In the instant contracts the stipulated period of completion was less than 6 months and as such escalation under clause 10(cc) was not admissible. It was also the plea of the authority that the contracts have been granted on the same terms and conditions of the old contract which was not admitted as the time errors was separately agreed for less than six months by the contractors as separate agreement. In this way excess payment of Rs. 3,93,026/- have been made to the contractors uptill now. The detail of which is given below :-

S.No.	Name of Contractor	Amount of 10(cc) paid
1.	Sh. Ajay Kumar Sood	2,03,307/-
2.	Sh. Kameshwar	64,363/-
3.	M/S. M.L.Gupta & Associates	1.25,356/-
Total :		3,93,026/-

The upto date escalation under clause 10(cc) paid to the contractors be justified with reference to provision of said clause failing which the recovery be made from proper source.

c) Non-recovery of compensation under clause-2 of agreement amounting to Rs. 11,52,259/-

The compensation of 10% amounting to Rs. 11,52,259/- was levied by the executive Engineer vide letter No.

SDA-(D.II)-Acctt.-II/(DDB)/90-2109-12 dated 11-10-1990

and the same was upheld by the CEO-cum-Chief Engineer as conveyed vide his letter No. SDA-AB-(B)-Tender/ECS (2)/89-5501 dated 22.4.1994 but the recovery from the contractor was not made so far. The reasons for not affecting the recovery and not to comply with the orders since 10/91 may be intimated to audit beside making recovery and fixing the responsibility against the concerned officer/officials for not effecting the recovery.

- d) Excess payment of Rs. 13,58,190/- on account of 10(cc) claims.

.....

As per provision under clause 10(cc) such compensation for escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provision of clause 5 of the contract without any action under clause 2 of the contract. In the instant case, action was already taken under clause-2 of the agreement by the executive Engineer vide letter No. SDA-(D-II) Acctt.- / DDB/90-2109-12 dated 11-10-1990 and keeping in view the position stated above payments of claim under clause 2 were not admissible to the contractor after 11-10.90

But keeping aside the provision of said clause and ignoring the orders of the authorities for the payment to the tune of Rs. 13,58,190/- as calculated and conveyed by the CEO-cum-Chief Engineer vide his letter

No. SDA-AB(b)Tender/89-12102 dated 21.9.1994. The matter is also brought to the notice of higher authorities to look into the matter and fixed responsibility against the defaulters.

- e) Non forfeiting of security amounting to Rs. 1,00,000/-
.....

The above work was rescinded vide letter No.SDA-(D-I)-Acctt.-7/DDB/94-481 dated 23.4.94 and the security amounting to Rs. 100000/- was also forfeited in favour of the Development authority by the executive Engineer in exercising powers under clause 3(a) of the contract. The perusal of cash book revealed that the security was still in the name of the contractor, whereas effect of forfeiting the amount was required to be given in the cash book. Needful may be done now and it may be ~~ensured~~ ensured that no refund is made to the contractor on this account.

- f) Non recovery of Rs. 9792/- on account of cement
.....

As per cement register 68 bags of cement were in balance as on 31.3.94 and thereafter no consumption was shown in the cement register. The perusal of ~~extracted~~ connected record also revealed that neither the quantity in balance returned to the Development Authority nor the recovery was made from the contractor. As such, the recovery at double the issue rate of Rs. 144/- per bag for 68 bags i.e. Rs. 9792/- be made immediately and compliance shown at the next audit.

- g) Non recovery of Rs. 15284/- on account of empty cement bags.
.....

As per clause 42 of the contract, the recovery of empty cement bags was required to be made in case, the contractor fails to submit the receipt from collecting Agent with each running bill. In this contract neither the requisite receipt was submitted by the contractor nor the recovery as required under clause 42 of the contract was made. The recovery of Rs. 15284/- may now be made from the contractor failing which from the official at fault and compliance shown at the next audit.

h) As per inspection conducted by the worthy CEO-cum-Chief Engineer, the quality of shutters manufactured and fixed against job No. 2 were not in order. Similarly the quality of the tiles brought at site and fixed by the contractor were also below specification and the payment for execution of above items was required to be made at reduced rates whereas the payment was made at full rate. The position may therefore be reviewed and recovery ~~if~~ any, be worked out and effected at the earliest under intimation to audit.

i) The perusal of the cement register revealed that the following quantities of cement were shown consumed for repair and maintenance of houses, which does not seem to be correct to the extent that since the Blocks/Houses were not completed and handed over by the contractor, the repair and maintenance was not justified. The recovery be made unless otherwise justified:-

Date	Nos. of bags issued/ consumed.	Remarks
8.10.93 to 20.10.93	50	Shown for repair of slab and beams.
25.11.93	3	Shown for repair of beam and plaster.
12.3.94	16	Shown repair work
15.3.94	16	-do-
16.3.94	12	-do-
17.3.94	7	Shown for plaster repair.
18.3.94	11	-do-
19.3.94 to 31.3.94	196	Shown for plaster, mainten- ance, joining and repair.
Total : 311		

j) Irregular payment of secured advances

An amount of Rs, 1,91,909/- was paid to the contractor on account of secured advance as per entry at page 95 of M.B. No. 116, the abstract of cost was prepared for payment at Page 56 of M.B. No. 262 and this advance was paid for steel channels etc. shown to have been brought at site on dated 28.2.94. The perusal of letter at page 239 of the correspondence file of the contractor revealed that the material was supplied by M/S. Goel Brothers vide his bill dated 17.3.94. This clearly shows that the payment was made without receiving and stocking the material at site and without verification of material brought to site as the relevant record i.e. the bill of the firm,

from which the quantity of material and cost actually paid could be ascertained was not put up to audit. This was irregular as no advance payment can be made without the production of the record stated above. The matter is also brought to the notice of higher authorities to look into it and to take suitable action against the defaulters. The compliance may be shown at the next audit.

The above work was rescinded vide letter No. SDA-(D-I) Acctt.-7/DDB/94-481-84 dated 23.4.1994 and the secured advance amounting to Rs. 36,187/- was outstanding for adjustment against the contractor. The above amount has also not been recovered so far from the contractor. Needful may be done now and compliance shown at the next audit.

k) Non recovery of Rs. 8640/- on account of shortage of cement
.....

The physical verification of site cement store was conducted by the Assistant Engineer on dated 25.12.90. The balance of cement as per site cement as per site cement register was 123 bags but only 63 bags were found in the store. As such 60 bags were found short. The scrutiny of record shows that no action was taken for this shortage as yet. Needful may be done now and recovery at double the issue rate i.e. Rs, 144/- per bag be made from the concerned contractor for Rs. 8640/- at the earliest under intimation to this office.

21. Name of work : C/o Res. Complex below BCS Phase-II
Name of Contractor : M/S. DK.D.K. Contractors.
Agreement No. and Year : 4 of 1990-91
(Division No. I)
.....

The following irregularities were noticed during audit which may be accounted for and compliance shown at the next audit.

- a) As per record entries made in M.B. No. 203 total number of cement bags 6668 were consumed upto 5th ^{running} Bill. Thereafter the following items were executed :-

Name of item	Qty.	Factor	Bags consumption
P/L cc 1:6:12	10.484	2.2.	23.06
P/L CC 1:2:4	32.42	6.4.	207.48
(1) (Foundation & Footing)			
(ii) Walls etc.	19.95	6.4	127.68
		
Total :			358.22
		
Say: 358 bags.			

In the 6th running bill total consumption of 7058 bags worked out and recovery of 390 bags (7058-6668) was made from the contractor instead of 358 bags. As such 32 bags were shown consumed in excess for which recovery was to be made at double of the issue rate. The recovery of Rs. 2624/- may therefore be made from the contractor

- b) The perusal of 9th running bill revealed that 8556 bags of cement were actually consumed against the theoretical consumption of 8670.36 bags. In the 10th running bill item of cement concrete in cement mortar 1:2:4 was shown executed and paid for 16.93 cum. @1050/- per cum. but the actual consumption of cement was shown

shown 8540 bags i.e. 16 bags short as shown in 9th running bill. In the 10th running bill the actual consumption should be $8556+108=8664$ whereas it was shown 8540 bags. This clearly shows that no work of cement concrete was executed and excess payment of Rs. 17,777/- @ Rs. 1050/- per cum for 16.93 cum. was made. to the contractor. The matter needs investigation and in case it is proved to be fictitious entry, suitable action be taken against the defaulter besides effecting the recovery of excess/fictitious payment.

- c) It was noticed during audit that the position of cement issued from store consumed at site and balance was not tallied. The balance quantity was different in measurement books, contractor ledger and cement register (old and new) The perusal of old cement register also revealed that the entries made earlier were tampered to tally the quantity and later on the entries for the entire period were cancelled and carried forward to new register maintained. The circumstances under which the new register was maintained be intimated. Even after preparing new register, the position was not reconciled and the balances at the close of execution of work was as under :-

Description of record -.-.-.-.-	Balance quantity
M.B. No. 203 P-89	96 bags
Contractor ledger P-10	168 bags(pencil total)
Site cement register(old)	35 bags
Site cement register(new)	175 bags.

Similarly, the position of steel was also not tallied from contractor ledger to measurement books. The position was as under :-

Name of dia	As per Contractor Ledger			As per M.B. No. 203 P-91		
	Qty. Received (MT)	Qty. transfer (MT)	Net Qty. (MT)	Qty. received (MT)	Transferred Qty. (MT)	Net Qty(MT)
..-1-.-.-	..-.-.-.-	..-.-.-.-	..-.-.-.-	..-.-.-.-	..-.-.-.-	..-.-.-.-
8 mm	19.62	3.98	15.64	14.543	1.000	13.543
10 mm	19.851	9.885	9.966	30.663	11.800	18.863
12 mm	42.393	12.775	29.618	35.023	8.315	26.708
16 mm	5.55	3.40	1.15	5.50	2.50	3.00
20 mm	4.057	3.55	0.507	9.882	0.700	9.182
25 mm	5.878	6.26	(-) 0.382	8.478	5.700	2.778
.....						
Total:	96.349	39.850	56.499	104.089	30.015	74.074
.....						

Besides above the consumption of steel was worked out to 81.669 M.T. in M.B. No. 203 P-88 after adding 3% wastage of 2.379 M.T. This means that the recovery of 81.669 M.T. will be made from the final bill of the contractor against the receipt (Net qty.) of 74.074 M.T as worked out which needs to be elucidated. There was total receipt of 5.878 M.T. of 25 mm dia against which transfer of 6.260 M.T. was made which may also be justified. In all above cases, the balances may be reconciled and factual position be shown at the next audit.

- d) Upto 10th running bill, the consumption of 8540 bags of cement was worked out but the recovery of empty cement bags as required under clause 42 of contract was neither made nor receipt of the collecting agent was forthcoming in the record. As such, the recovery of Rs. 7686/- be made from the contractor failing which from the Junior Engineer concerned and compliance shown at the next audit.

22. Undue Grant of Extension/Non-levy of compensation under clause II of Agreement.

As per clause-2 of the agreement, the time allowed for carrying out the work as entered in the agreement was strictly to be observed by the contractor. In the event of failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the chief Executive Officer may decide on the tendered amount provided that the entire amount of compensation to be paid under the provisions of said clause shall not exceed ten percent of the tendered amount of the whole work as shown in the tender.

It has been observed that almost in all the contracts, the contractors have not strictly adhered to the stipulated time period for the execution of work. The extension was generally granted for a work which was to be completed in a year, for the period of two to four years and in some cases, the extension was granted beyond four years. This irregular grant of extension by the authorities had not only resulted in delay in completion of project but

also resulted into un-reasonable increase in the cost of the flats to the allottees. The Authorities have granted extension as a matter of routine and not on merits of the contract. Here it is pertinent to mention that due to introduction of 10(cc) clause, which is even not applicable in P.W.D. the contractor were intentionally interested in delaying the execution of work as they were more benefitted by getting 10(cc) claims. The authorities did not care much to stress upon the contractors for adhering the assence of time stipulated in the contract agreement. Besides, it has been observed that the authorities while granting extension did not care to observe the merit of delay. The grant of extension were allowed as a matter of routine and the excess payment which was to be paid in the shape of 10(cc) claims was not kept in consideration sincerely. It will not be wrong to mention here that the powers vested in authorities for the grant of extension have thus found to ^{be} almost misused. The authorities while granting extension forget to watch the future implication as the regular extension not only resulted in delay in completion of the project but subsequently the excess payment in the shape of ~~thxxx~~ 10(cc) claims have also burdoned the allottees. Had the authorities granted the extension in a restricted or judiciously manner and the action under clause-2 of the agreement have been initiated against the contractor for deleberate delay, the Pradhikaran could have in the receipt of huge amount in the shape of compensation from the contractor beside the timely completion of the

projects. For instance, the work pertaining to the Division No. II which have been checked in detail with respect to initiating action under clause-2 and found that the extention granted to the contractors on the basis of delay due to heavy rains, snow fall and on other un-reasonable grounds. In none of the case, the delay was not established on the part of Pradhikaran. Therefore, if the action could have been initiated against the contractor under clause 2 of the agreement for levy of compensation which is worked out to Rs. 69,08,409/- as detail given in Annexure 'C' to this report, the Pradhikaran would have been in receipt of said amount by way of compensation. The matter is brought to the notice of the higher authorities for looking into.

23. Serious irregularities in payment and recoveries of secured advances (Division No. II)
.....

a) The work of Commercial complex under KZC was awarded to Sh. Ashok Madan, Contractor vide Agreement No. 21 of 1989-90. In test audit check of secured advance payments, the following irregularities were noticed which may be attended to and compliance shown to audit :-

a) In 17th running bill, the recovery of secured advance was worked out to Rs. 20078/- against which the recovery of Rs. 18,863/- was made. The balance amount Rs. 1215/- may be recovered either from the contractor or from the official at fault.

b) The same may be effected from the contractor or from the official at fault at the earliest and compliance shown at the next audit.

b) A secured advance of Rs. 1,16,430/- was paid to the contractor for sanitary item in the month of September, 1992. It was noticed during audit that upto 3/94 an amount of Rs. 22770/- was recovered and the balance amount of Rs. 93,660/- was still to be recovered. Generally the secured advance is required to be recovered /adjusted within three months from the date of issue. In case this secured advance is not recovered within the said period, the reasons for its non-recovery are required to be recorded in each running bill in the secured advance column. The recovery pointed out above may be made along-with the interest @ 15% immediately either from the contractor or from the official at fault and action for giving favour to the contractor may also be taken

24. Negligence Caused loss of Rs. 11,63,167/-
.....

Name of Work : C/o Complex at K.Z.C.

Agreement No. & ; 48 of 1987-88
Year

Division : Design

Name of Contractor : M/S. Aggarwal & Co.
.....

The following serious irregularities were noticed during audit which may be attended to and compliance shown at the next audit :-

a) The above work was awarded to M/S Aggarwal & Co. vide letter No. SDA(b)-Acctt.7/87-259-66 dated 8.2.1988 wit

time period for completion of work within 15 months. The work was commenced on 22.2.88 and required to be completed by 21.5.89.

The contractor has been paid 25% increase over and above the tendered rates for all works executed after the stipulated period of completion i.e. 21.5.89, This enhancement was awarded by the Arbitrator and the decision of the Arbitrator was upheld by the Hon'ble High Court. The contractor sought the compensation from Arbitration on the grounds that the sites were not handed over to him by the Development Authority in time due to which he could not start the building work in time. The total number of blocks to be constructed as per scope of agreement were eleven for which site for construction of 5 blocks were handed over between February, 1988 and June, 1988. The site for 4 blocks were handed over between January, 1989 and April, 1989 and the site for one block was handed over as late as in December, 1989. The contractor took plea in Arbitration that the sites were not ~~refuse~~ handed over in time and he refused to continue the execution of work at the agreed rates and he demanded enhancement of 35% at which the work was awarded to the another contractor near to his site.

The Arbitrator in his decision concluded that the delay lies on the part of the Executive Engineer and it was decided that the contractor should be paid by the Executive Engineer an increase of 25% over and above their tendered rates for all works executed by them after the stipulated date of completion i.e 21.5.89. It is very clear from the facts of the case and the decision of the

Arbitrator that the negligence was on the part of the Development Authority as alleged by the contractor and subsequently decided by the arbitrator which was upheld by the Hon'ble court. Since, the extra expenditure due to award of the high court to the tune of Rs. 11,63,167/- was adjudged due to the negligence on the part of the Development Authority, the respective Officer/officials should have been held responsible for the act of negligence and recovery was to be made from them. Needful may be done now and the entire enhancement paid, be recovered immediately.

b) Excess payment of Rs. 5,81,421/- due to wrong calculation:

As mentioned in previous paragraph the Hon'ble court ordered to pay 25% premium on the rates quoted by the contractor. It was found that the cost of material supplied by the Pradhikaran had to be deducted from whole work done by raising the price of material by 25% on the issue rate, but it was deducted on the issue rate only. The issue rate is kept in consideration for preparing justification and consideration of the tender. Here in this case premium was allowed on the ground that the work had to be executed by the contractor late and thereby the escalation of rates was the main consideration. Certainly, the issue rate during the period for which contractor demanded premium, the cost of material was also increased and issue rate could also have been increased.

Therefore, non deduction of cost of material by adding 25% premium have thus resulted in to excess

payment of Rs. 5,81,421/- by not taking in consideration of this fact. This losses may be recovered from the ~~xxx~~ person responsible for allowing this excess payment. The detail is as under :-

Total cost to be deducted for the material (Adding 25%)	29,07,106/-
Cost actually deducted	23,25,685/-
Excess payment	5,81,421/-

25. Adjustment Account

The test check of adjustments made during the year in respect of stock account revealed that the classification of account was not correct and in some cases, the value accounted for was also not correct. Some example are given below by way of reference. The classification of whole adjustments and correctness of value may be ensured :

- The stock value of Rs. 1,52,978/- for the work Res. Complex below BCS SH: 7 mtrs. wide link road R.D. No. 0/000 to 0/635 Job No. 1 was wrongly debited to Rs. 1,84,557/- The difference may be reconciled.
- The total amount of stock adjusted through indents worked out to Rs. 1,01,76,335/- whereas the value was adjusted for Rs. 1,01,76,313/- The difference of Rs. 22/- may therefore be reconciled.

- c) The transfer entry for work R.D.O to 9/175 was Rs. 2,74,946/- whereas it was adjusted for Rs.2,74,940/- vide adjustment voucher No.2 Similarly, for job No. 4 the amount of Rs. 2,71,154/- was adjustment for Rs. 2,71,148/- The differences may be reconciled.
- d) 0.8 M.T. steel was transferred to job No.II vide transfer entry No.I of 9/93 and 8.60M.T. steel was also transferred to the above work vide indent No. OPR(D) 8/93-172/73. Both the indents were not signed by the contractor in taken of receipt of the material. The approval was also not accorded by the Executive Engineer. The adjustment of Rs. 76770/- (6250+70520) in the absence of above codal formalities may be justified. In this case, the apprehension of misappropriation of material can also not be ruled out. The matter may be looked into.
- e) The Executive Engineer vide his letter No.SDA(D-I) stock-Acctt/93-1282 dated 29.7.93 issued standing instructions to Assistant Engineers that every indent will be approved by the Executive Engineer from the perusal of indents adjusted revealed that these instructions were not adhered to strictly and the material was issued/transferred without the approval of Executive Engineer. The matter may be looked into and action may be taken as may be deemed fit.
- f) Vide adjustment voucher No. 6 total amount of Rs. 39,05,587/- was adjusted against the account of H.P. Civil Supply corporation instead of Rs.

39,44,046/- In this way, Rs. 38459/- seems to be adjusted less. The omission may be accounted for now;

26. Non-Recovery of Interest :
.....

The allottees whose detail is given in Appendix 'D' did not pay the instalment in due date. As per term and condition, the interest @ 18% is required to be charged for delayed period. But it was noticed that the recovery of interest which worked out to Rs. 7,40,136.57 did not effect from the allottees, causing huge losses to the Pradhikaran. These recoveries were delayed for two to three years, resulting continuous losses by way of compound interest. The responsibilities for not pointing out these recoveries may be fixed and immediate steps may be taken to recover the amount pointed out by the audit. It may also be ensured that in other similar cases also the recoveries of interest will be effected on above lines. The detail of interest recoverable is given in the Appendix 'D' attached to this report.

27. Excess payment of Medical re-imbursement claim
.....

During the course of audit, It was observed that in many cases cost of medicine was reimbursed which was not admissible. The detail of these inadmissible payments is given in Appendix 'E' of this report. Recovery of these excess payments may be made at the earliest. It may also be ensured that in future re-imbursement of medical claims is made after thorough

check in accounts branch of the Pradhikaran to avoid reimbursement of inadmissible medicines.

Irregualr payment of House rent to the Officers/
Employees of the Organisation.
.....

During the course of audit, it is observed that the payment of house rent has been made to all the officers/employees of the organisation without obtaining the requisite certificate from each of them. As per rules, the payment of house rent can not be allowed without obtaining the certificate from the concerned officer/employees vide which one has to record the certificate whether one's spouse is or not a employees of Govt. or other Organisations of the Government, So as to keep control on the double payment of house rent to husband and wife both working at same station. Certainly in this organisation there are number of officers/employees whose spouse are in Govt. or Semi Govt. service stationed at Shimla and both claiming the house rent allowance. The matter needs looking into departmentally and recovery if any on this account may be made forthwith under intimation to audit. The Pradhikaran authorities should please obtain the requisite certificate from each of its officer/employee for the entire period and paid up at the next audit for verification failing which the recovery of the house rent allowance made to these persons may be effected for the whole period. The D.D.O. may also be directed not to allow the payment of the house rent allowance in future without obtaining the requisite certificate.

29.

Un-authorized Payment of Honorarium
.....

The A.K. Vig Executive Engineer Electrical Division No. I H.P.P.W.D. Kasumpti, Shimla-9 was appointed on Part time ^{basis} ~~baiss~~ as Executive Engineer to took after the work of Electrical wing of SDA at the Honorarium of Rs. 250/- per month w.e.f. January, 1994 But under the provision of S.R. 12 Sh. A.K. Vig. neither obtained permission of the competent authority to receive the Honorarium nor he credited 1/3 share of his honorarium into the Government Treasury Beside obtaining the requisite permission the 1/3 rd share of honorarium which worked out to Rs. 825/- as detailed below may be recovered.

	Total Amt.	Amount on which 1/3 share is due.	1/3rd recoverable amt.
1/94 to 2/94 3 months @ 250/- p.m.	750	250	82.50
1/94 to 3/94 3 months @ 250/- p.m.	750	250	82.50
4/94 to 2/95 11 months @ 250/- p.m.	2750	2250	742.50
			825/-

30.

Inadmissible L.T.C. claim for Rs. 1920/-
.....

a) During the course of audit it has come to notice that the payment of Rs. 1920/- on account of L.T.C. claim for the block year 1990-93 was made to Sh.

K.K. Mahajan, C.E.O. cum-Chief Engineer, SDA, who performed his journey in a private car from Shimla to Chamba or back, whereas according to L.T.C. rules, L.T.C. is not admissible for journeys performed in a private car. (owned borrowed or hired) As such the payment made to the above officer, was not admissible and may be recovered immediately under intimation to audit.

- b) Voucher No. 40 dated 7.4.93 for Rs. 1165/-
.....

A sum of Rs, 1165/- was paid to Sh. O.M. Prakash draftsman on account of L.T.C. claim for the block year 1990-93 while checking the bill in audit, it was observed that Sh. O.M. Prakash, Draftsman claimed Rs. 612/- for outward journey and Rs. 552/- for return journey and the ~~same~~ mode of conveyance was the same. The payment for outward journey Rs. 612/- may be justified or the same may be restricted to Rs. 552/- i.e. fare paid for inward journey and Rs. 60/- excess claimed for outward journey may be got refunded and compliance shown at the next audit.

- c) Voucher No. 83 dated 9.3.94 for Rs. 2932/-
.....

L.T.C. advance of Rs. 2900/- was sanctioned vide office order No. PF-NKG/94-726-29 dated 12.1.94 in favour of Sh. N.K. Gandotra, Junior Engineer, Electrical for $3\frac{1}{2}$ seats of his family members for the block year 1990-93 from Shimla to Amritsar, who performed onwards journey on 12.1.94 but the payment

of advance of Rs. 2900/- was made to him vide Voucher No. 105 dated 20.1.94 i.e. after the completion of return journey . The advance was payable before the start of onward journey. After the completion of journey the actual claim was to be paid and not the advance. The irregularity may be accounted for and this practice be avoided in future.

31. Irregular Purchase
.....

- a) Following items were required to be purchased from the Govt. approved sources. But these items were purchased from the open market without observing codal formalities Purchase of these item from the open market may be justified. Stock entries of these items were also not made in the stock register, which is irregular. Needful may be done now and compliance may be shown to audit :-

Vr. No. & date	Amount	Particulars
62 of 9/92	15,685/-	Purchased 33.15 meter cloth and 301.81 Sq.ft. carpet from M/S. Krishana Carpet Co-Sector 17B, Chandigarh.
28 dated 5.4.93	2450/-	Purchased one Gopy heater from M/S. Central Traders the Mall, Shimla.
105 dated 17.7.93	2680/-	Purchased one steel Almirah from M/S. Vijay Agencies, Shimla.

- b) Stock entries of the following item were not made in the stock register which is serious irregularity. Needful may be done now and compliance shown to audit.

Vr. No.&date	Amount	Particulars.
104 dt. 17.7.93	2855	Purchased one steel Almirah from M/S. Ashoka Furniture Industries. The Mall, Shimla.
57 dt. 4.3.94	2831/-	Purchased one steel Almirah from M/S. Ashoka Furniture Industries.
105 dt. 17.7.93	2855/-	Purchased one steel Almirah from M/S. Vijay Agency, Shimla-I
147 dt. 28.5.93	25,800/-	Purchased one Electronic Typewriter from M/S. Net work Limited, Vasant Vihar, New Delhi.

32. Late Deposit:
.....

- a) The amount received by the Pradhikaran was not being deposited immediately after its receipt and was generally deposited after 7 to 10 days after the receipt. The irregularity may be accounted for and this should please be strictly avoided in future.

A few instances of late credit are as under :-

Date of receipt	Amount Received	Amount deposited	Date of deposit
2.9.93 to 7.7.93	2,60,315/-	1,97,000	7.7.93
8.7.93 to 12.7.93	1,49,891/-	1,50,410	12.7.93
17.7.93 to 20.7.93	1,54,215/-	1,50,900	20.7.93
24.7.93 to 30.7.93	93,941	16,500	30.7.93
3.8.93 to 5.8.93	2,79,000	2,43,950	5.8.93
6.8.93 to 13.8.93	2,10,551	2,03,400	13.8.93
18.8.93 to 27.8.93	1,68,040	1,23,810	27.8.93
28.8.93 to 8.9.93	4,11,653	2,02,500	8.9.93
9.9.93 to 14.9.93	3,86,258	3,49,560	14.9.93
16.9.93 to 21.9.93	88,450	4000	21.9.93
23.9.93 to 29.9.93	4,00,468	3,50,700	29.9.93

- b) Late Deposit/Direct payment out of the receipt
 According to the account procedure the receipt can not be utilized directly without crediting the same into the account. It has been noticed that in the Pradhikaran the payments have been made directly from the receipt before its credit in the Pradhikaran accounts.

Movable Property (Asset)
.....

Movable Property (Asset)
.....

But it has been noticed that the present care-taker while taking over the charge from his predecessor has taken over the articles on the basis of charge list supplied by his predecessor. To ascertain the position that whether all the articles have been handed over to him, audit demanded the production of register pertaining to these assets. The caretaker informed that he did not received such register ever.

Similarly, as evident from the Balance Sheet that the articles costing Rs. 6,82,880/- (after depreciation) the book value of which must be much higher were in balance of these articles were deliberately not produced inspite of repeated request.

The authorities may look into the matter seriously so that possible misappropriation of stock could be avoided. The stock register be put up alongwith the certificate of physical verification as required under rules.

An inventory of furniture and other equipments of the Pradhikarar may also be maintained to keep a proper watch on this movable property.

34. Muster-roll No. 88 of 6/93
.....

The above muster-roll was issued for 'C/o RCC Retaining wall on valley of road and between the Plots'

For the above work three mortar mate shown engaged and paid accordingly for a single job. The employment of three mortar mate for this work may therefore be justified or excess payment made good.

35. Bank Reconciliation (Division No.II)
.....

While exercising audit check on cash book of Division No. II, it was noticed that there was a difference of Rs. 280/- between cash book and Bank Account as on 31.3.1994. The difference may therefore, be reconciled and compliance shown at the next audit.

36. Minor Objection Statement :

It was not issued separately.

37. Conclusion :

The accounts requires closer supervision and improvement.

The internal check needs to be strengthened.



Examiner,

Local Fund Account,
Himachal Pradesh, Shimla-2.

- 1827


23 JAN 1996

पृष्ठांक संख्या: फिन॥ एल.ए.॥ सी॥ 15॥ 14॥-75/83-खण्ड-10

प्रतिलिपि: निम्नलिखित को सूचनार्थ एवं आवश्यक कार्रवाई हेतु :-

दस्तावेज

1. मुख्य प्रशासक, नगर विकास प्राधिकरण, कसुम्पटी, शिमला-9 को इस आशय के साथ प्रेषित की जाती है कि वह इस अवधि पर निवेदन पर की गई कार्रवाई का सटीक उत्तर इस विभाग को अतिशीघ्र भेजे।
2. ~~वि~~ वित्तियुक्त एवं सचिव (टी.सी.पी.) हिमाचल प्रदेश सरकार, शिमला-2
3. श्री विनोद राज गुप्ता, सहायक नियन्त्रक लेखा परीक्षा


Sd/- 11/1/96 23-1-96
संयुक्त निदेशक,
स्थानीय लेखा परीक्षा विभाग,
हिमाचल प्रदेश, शिमला-171002.

BALANCE SHEET

(AS ON 31ST. MARCH, 1984 'FISGVI SIGNAL')

Liabilities.		Amount.	Total 1993-94.	Previous year, 1992-93.	Assets.		Amount.	Total 1993-94.
P.1.		Rs.	P.1.	Rs.	P.1.		Rs.	P.1.
2.		3.	4.	5.	6.		7.	8.
CAPITAL FUND :								
Grant-in-Aid from N.P. Government:				7,27,070.10	As per Annexure 'A'.			6,65,996.45
3,55,00,000.00	As per last Balance Sheet.	3,55,00,000.00			WORK IN PROGRESS :			
	Add during the year.	10,50,000.00			C/o S.H.S. at Kasumpti Zonal Centre, Shirga :			
		3,65,50,000.00	3,67,50,000.00	2,06,76,905.75	1) Acquisition of land :			
					As per last Balance Sheet.		1,05,76,905.75	
					Add during the year.		7,266.00	
							1,06,84,191.75	
STOCKS :								
10,65,000.75	As per last Balance Sheet.	10,65,000.75			11) Expenditure on works :			
	Add during the year.	16,770.14			As per last Balance Sheet.		7,54,13,132.00	
		12,83,800.90	12,83,800.90	7,34,10,100.00	Add during the year.		85,69,264.20	
							8,40,82,396.20	
RESERVES :								
Stock Storage :				9,60,90,035.77	TOTAL : (1)+(11) :		10,47,66,585.97	10,47,66,585.97
7,71,335.93	As per last Balance Sheet.	7,71,335.93						
	Add during the year.	2,55,335.00						
		10,26,671.93	10,26,671.93					
LOAN FROM GOVERNMENT OF INDIA :								
25,25,100.00	As per last Balance Sheet.	25,25,100.00						
	Repaid during the year.	(-) 1,73,950.00						
		23,51,200.00	23,51,200.00					

Contd..2/2..

Conto..2/2..

2. 3. 4. 5. 6. 7. 8.

LOAN FROM HUDCO :

2,59,41,000.00 As per last Balance Sheet. 2,59,41,000.00
 Re-paid during the year. (-) 29,71,000.00 ✓
 2,29,70,000.00
 Add during the year. 2,71,59,000.00 ✓
 5,01,69,000.00 5,01,69,000.00

H.P. GOVERNMENT LOAN :

31,80,000.00 As per last Balance Sheet. 31,80,000.00 31,80,000.00

PUNJAB NATIONAL BANK OVER-DRAFT :

1,53,55,610.49 As per last Balance Sheet. 1,53,55,610.49
 Re-paid during the year. (-) 63,91,219.25
 89,64,391.23 89,64,391.23

EARNEST MONEY/DEPOSITS FROM ALLOTTEES :

25,22,60,612.40 As per last Balance Sheet. 25,22,60,612.40
 Add during the year. 6,95,32,514.74
 32,17,93,127.14
 Refunded during the year. (-) 21,55,218.00
 31,96,37,949.14 31,96,37,949.14

C/D RESIDENTIAL COMPLEX BELOW B.C.S. PHASE-I :

i) Acquisition of land :

84,52,180.65 As per last Balance Sheet. 84,52,180.65
 Add during the year. 50,72,974.00
 1,35,35,154.65

ii) Expenditure on works :

9,90,64,257.35 As per last Balance Sheet. 9,90,64,257.35
 Add during the year. 2,36,71,664.50
 12,27,35,921.85

TOTAL : (i) + (ii) : 13,62,71,076.50 13,62,71,076.50

C/D RESIDENTIAL COMPLEX BELOW B.C.S. PHASE-II :

i) Acquisition of land :

2,85,74,701.00 As per last Balance Sheet. 2,85,74,701.00

ii) Expenditure on works :

3,16,84,027.37 As per last Balance Sheet. 3,16,84,027.37
 Add during the year. 4,06,86,306.00
 7,23,70,335.37

TOTAL : (i) + (ii) : 10,09,45,036.37 10,09,45,036.37

Contd ... P/3/ ...

2.	3.	4.	5.	6.	7.	8.
DEPOSITS FOR PREFERENTIAL ALLOTMENT UNDER VARIOUS SCHEMES :						
30,13,560.00	As per last Balance Sheet.	30,13,560.00				
	Add during the year.	16,40,701.64				
		46,54,261.64				
	Refunded/adjusted during the year.	(-) 1,29,707.00				
		45,24,554.64	45,24,554.64			

LIABILITIES AND RECOVERIES :

22,549.55	Deposit work : (Town & Country Planning Department H.P.) For carrying out various planning, survey and investigation for preparation of development plan of Shiela.	-	22,549.55			
	Providing Water Supply Scheme to Kasumpti Zone Shiela Planning Area and Augmentation of Shiela Water Supply Scheme.			1,244.00		
(-) 2,19,566.03	As per last Balance Sheet.	(-) 2,19,566.03				
	Add during the year.	(-) 5,36,241.00	(-) 24,41,329.28			
		7,55,807.03	(-) 7,55,807.03			

H.P. URBAN DEVELOPMENT PROJECT :

2,33,533.55	S.H. Survey and Planning of Kasumpti Zonal Centre Shiela, Phase-III.		2,33,533.55			
	As per last Balance Sheet.					

C/O RESIDENTIAL COMPLEX BELOW B.C.S. PHASE-III :

1) Acquisition of land :

49,092.00	As per last Balance Sheet.	49,092.00				
	Add during the year.	8,450.00				
		57,542.00				57,542.00

C/O COMMERCIAL COMPLEX AT KASUMPTI ZONAL CENTRE :

Expenditure on works :

6,65,49,650.82	As per last Balance Sheet.	6,65,49,650.82				
	Add during the year.	1,80,46,120.60				
		5,65,95,771.42				5,65,95,771.42

FELLING OF TREES AND CONVERSION INTO SHIPPERS IN COMMERCIAL COMPLEX/ KASUMPTI ZONAL CENTRE :

1,244.00	As per last Balance Sheet.	-				1,244.00
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STOCK :

(-) 24,41,329.28	As per last Balance Sheet.	(-) 25,43,872.28	(-) 25,43,872.28			
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STATIONARY ARTICLES :

21,405.20	As per last Balance Sheet.	21,405.20				
	Less during the year.	(-) 1,899.35				
		19,505.85				19,505.85

REPAIR & MAINTENANCE OF
SHIMLA WATER SUPPLY SCHEME
(FROM ASHWANI KHAD) :

17,52,835.40	As per last Balance Sheet.	7,52,835.40
	Add during the year.	5,54,480.45
		<u>17,07,315.85</u>
		17,07,315.85

RESTORATION OF
RAIL GADGETS :

	C/c Retaining Wall on National Highway near Vikas Nagar.	5,87,000.00
--	--	-------------

CONTRACTORS ACCOUNT :

1) Earnest Money/
Security Deposits :

35,85,715.00	As per last Balance Sheet.	35,85,715.00
	Add during the year.	3,45,035.00
		<u>39,30,750.00</u>
	Less refunded/adjusted during the year. (-)	3,35,366.00
		<u>35,95,384.00</u>

11) Misc. Deposits :

15,147.10	As per last Balance Sheet.	15,147.10
	Add during the year.	3,10,166.00
		<u>3,25,313.10</u>

SUNDRY DEBTORS :

62,53,225.73	As per last Balance Sheet.	62,53,225.73
	Add during the year.	17,11,145.92
		<u>79,64,371.65</u>

LOANS & ADVANCES :

5,840.00	Wear clothing advance.	12,800.00
5,750.16	Advance with Staff.	14,630.16
6,654.00	T.A./T.T.A. advance.	5,895.00
-	L.T.C. advance.	-
7,000.00	Pay advance.	4,650.00
<u>25,044.16</u>		<u>37,975.16</u>

PREPAID EXPENSES :

	For Telephones :	
38,721.00	As per last Balance Sheet.	38,721.00
	Less adjusted during the year. (-)	2,304.00
		<u>36,417.00</u>

SECURITY DEPOSITS :

13,464.00	With H.P.S.C.B.	13,464.00
3,000.00	With P&T Department.	3,000.00
700.00	With H.C. Shimla.	700.00
<u>17,164.00</u>		<u>17,164.00</u>

INTEREST RECEIVABLE
On F.D.R's :

66,45,781.04	As per last Balance Sheet.	66,45,781.04
	Add during the year.	20,16,486.00
		<u>86,62,267.04</u>
	Less interest received. (-)	15,97,427.30
		<u>70,64,839.74</u>

82,67,239.74

	2.	3.	4.	5.	6.	7.	8.
	iii) Income Tax :				<u>FIXED DEPOSITS :</u>		
9,743.00	As per last Balance Sheet.	(-)	9,743.00	3,20,04,365.00	As per Annexure-'B'.		3,07,26,655.00
	Add during the year.		1,94,175.00		<u>CASH AND BANK BALANCES :</u>		
			1,64,432.00	14,13,606.72	As per Annexure-'C'.		10,85,051.55
	iv) With-held amount :						
1,51,875.00	As per last Balance Sheet.		1,51,875.00				
	TOTAL : (i) to (iv) :		42,57,010.10	42,57,010.10			
	<u>EXPENSES PAYABLE :</u>						
3,34,096.03	As per last Balance Sheet.		3,34,096.03				
	Less liabilities cleared during the year.	(-)	25,477.00				
			3,08,619.03	3,08,619.03			
	<u>INTEREST PAYABLE TO ALLOCATEES :</u>						
2,55,373.00	As per last Balance Sheet.		2,55,373.00				
	Less paid during the year.	(-)	2,28,952.00				
			26,381.00	26,381.00			
	<u>RECOVERIES TO BE REMITTED :</u>						
16,724.00	As per last Balance Sheet.		16,724.00				
	Less remitted during the year.	(-)	9,382.00				
			7,342.00	7,342.00			
	<u>SUSPENSE ACCOUNT :</u>						
1,673.00	As per last Balance Sheet.		1,673.00				
	Add during the year.		1,673.00	1,673.00			

2. 3. 4. 5. 6. 7. 8.

Provision for repair
& maintenance of off-
site services of
various Schemes :

As per last Balance Sheet.	3,82,30,585.45	
Add during the year.	1,23,00,000.00	
	<u>5,05,30,585.45</u>	5,05,30,585.45

25,31,82,246.63	GRAND TOTAL :	46,46,15,964.38	38,31,82,246.63	46,46,15,964.38
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Examined By -

Section Officer,
H.P. Nagar Vikas Pradhikaran,
Kasumpti, Shimla - 171 009.

Assistant Controller (P.A.),
H.P. Nagar Vikas Pradhikaran,
Kasumpti, Shimla - 171 009.

Superintending Engineer (Design),
H.P. Nagar Vikas Pradhikaran,
Kasumpti, Shimla - 171 009.

Chief Administrator,
H.P. Nagar Vikas Pradhikaran,
Kasumpti, Shimla - 171 009.

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Assistant Controller (P & A)
Shimla Development Authority
Khasi, Shimla-2

We have audited the above balance sheet of Shimla
Development Authority, for the year ending 31-3-94
and report (at above balance sheet (except as pointed
out in audit report) exhibits, a true and fair
picture of state of affairs to the best of our information
and explanation given and shown by the books of account.

Exhibit

Local Panchayat Account,
H.P. SHIMLA-171009

Dr. M. K.

Assistant Controller (Audit)

H.P. Local Audit Dept.
SHIMLA-2

07-0822-97

Chief Administrator,
H.P. Nagar Vikas Pradhikaran
Kasumpti - 9221-171 TCS

A Joint Controller (F & A)
- Shree Development Authority
Khalisi Shree-2

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SHIMLA DEVELOPMENT AUTHORITY, KASIMPURI, SHIMLA - 171 009
SCHEDULE OF FIXED ASSETS (FORMING PART OF THE BALANCE SHEET AS ON 31.03.1994)

* ANNEXURE - 'A' *

S.No. Particulars.

1.	2.	3. Rate of Depreciation.	4. Cost as on 01.04.1993.	5. Addition during the year.	6. Sale/ deletion during the year.	7. Total as on 31.03.1994.	DEPRECIATION		NET BLOCK		
							Upto 31.03.1993.	During the year.	Total as on 31.03.1994.	WDV as on 31.03.1994.	WDV as on 31.03.1993.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.
1.	Car No.HPS-6405.	20%	85,172.51	-	-	85,172.51	-	-	-	-	-
2.	Car No.HIS-948.	20%	1,05,330.61	-	-	1,05,330.61	75,631.71	-	-	-	-
3.	Car No.HIS-3228.	20%	1,29,484.93	-	-	1,29,484.93	77,143.41	-	-	-	-
4.	Jeep No.HIS-2453.	20%	1,23,249.00	-	-	1,23,249.00	69,817.73	2,308.16	75,939.87	9,232.64	11,540.80
5.	Van No.HIS-2673.	20%	85,343.20	-	-	85,343.20	72,569.80	5,637.44	82,780.65	22,549.76	28,187.20
6.	Truck No.HP-07/0822.	20%	2,61,023.75	-	-	2,61,023.75	34,937.60	11,933.44	81,751.17	47,735.76	59,667.20
7.	Furniture and Fixtures.	10%	2,97,666.85	15,077.36	-	3,13,544.21	1,05,105.35	10,135.84	82,705.64	48,543.36	50,679.20
8.	Office Equipment.	15%	3,32,120.47	37,116.00	-	3,69,236.47	1,24,577.95	6,081.12	61,018.72	24,324.48	30,405.60
9.	Drawing/Survey and Scientific Equipment.	15%	36,969.99	-	-	36,969.99	23,165.99	31,183.68	1,36,289.03	1,24,734.72	1,55,918.40
10.	General T&P.	15%	6,344.89	-	-	6,344.89	2,318.74	17,308.89	1,41,825.84	1,71,657.37	1,73,025.90
11.	Crockery and Cutlery.	40%	2,537.20	-	-	2,537.20	2,287.00	28,474.84	1,70,763.26	1,98,473.42	1,89,832.25
12.	Books and Publication.	-	9,670.20	1,771/-	-	11,441.20	-	603.92	2,922.66	3,422.23	4,026.15
								100.08	2,387.08	150.12	250.20
										11,441.20	9,670.20
			14,74,913.80	54,764.36		15,26,678.16	7,47,843.70				
									1,15,838.01	8,63,681.71	6,65,996.42
											7,27,070.10

*Attchd
mud*
 Assistant Controller (P & A)
 Shimla Development Authority
 Khali Shimla-2

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* _ A _ N _ N _ E _ X _ U _ R _ E _ - ' 0 ' - *

SHIMLA DEVELOPMENT AUTHORITY
KASUMPTI SHIMLA 171 009
* * *

SCHEDULE SHOWING THE DETAILS OF F.D.R'S AS ON 31ST MARCH, 1994 :

S.No.	Name of the Bank.	Amount of F.D.R's.
1.	UCO MAIN.	1,58,645.00
2.	PUNJAB NATIONAL BANK, SHIMLA.	5,40,000.00
		4,45,350.00
		25,23,650.00
		22,49,881.00
		2,48,11,329.00
		<u>3,07,28,855.00</u>

Attached
me
Assistant Controller (F & A)
Shimla Development Authority
Shimla-2

...

NARESI

SHIMLA DEVELOPMENT AUTHORITY,
KASUMPTI, SHIMLA - 171 009.

* * *

SCHEDULE OF CASH AND BANK BALANCES AS ON 31ST. MARCH, 1994 :

S.No.	Particulars.	Amount.
1.	2.	3.
1.	Cash in Hand (Head Office).	3,59,150.32
2.	-do- (E.E., C-I).	71,488.01
3.	-do- (E.E., C-II).	53,313.22
4.	-do- (E.E.(Design)).	6,715.00
5.	Postage Stamps (Head Office).	483.25
		<u>4,91,149.80</u>

SAVING ACCOUNT WITH :

1.	SBP; Shimla (Head Office).	11,433.44
2.	UCD; Bank Shimla (Head Office).	360.67
3.	SBI; Shimla (Head Office).	2,476.88
4.	PNB; Shimla (-do-).	97,329.25
5.	H.P. State Co-operative Bank, Shimla(Head Office).	635.55
6.	UCD. Bank, Shimla-9 (E.E., C-I).	2,919.17
7.	PNB; Shimla (E.E., C-I).	2,79,596.56
8.	PNB; Shimla (E.E., C-II).	62,026.73
9.	PNB; Shimla (E.E.(Design)).	1,36,323.50

TOTAL : 5,93,901.75

GRAND TOTAL 10,85,051.55

(P & A)
SHIMLA DEVELOPMENT AUTHORITY
KASUMPTI, SHIMLA

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SCHEDULE SHOWING THE DETAILS OF GRANT-IN-AID RECEIVED FROM H.P. GOVERNMENT AS ON 31.03.1994 (FORMING PART OF THE BALANCE SHEET) :

S.No.	Year.	Sanction Number & Date.	Amount. (Rs. in Lac).
1.	1979-80	PWB-2(8)6/79 Dt: 31.03.1980	10.00
2.	1980-81	PWB-4(2)6/79 Dt: 31.03.1981	3.00
3.	1981-82	PWB-2(6)/79 Dt: 22.09.1981	2.00
4.	1982-83	PWB-4(6)/79 Dt: 24.03.1983	25.00
5.	1983-84	PWB-15(36)/83 Dt: 20.03.1984	20.00
6.	1984-85	PWB-15(36)/83 Dt: 24.06.1984	45.00
7.	1985-86	PWB-B&R(8)30(6)85 Dt: 30.09.1985	60.00
8.	1986-87	PBW(B&R)(8)30/6/85 Dt: 18.08.1986	40.00
9.	1987-88	PBW(B&R)(8)30(6)/85 Dt: 30.01.1988	35.00
10.	1988-89	PBW(B&R)(8)30(6)/85 Dt: 20.08.1988	40.00
11.	1988-89	PBW(B&R)(8)26(19)/88 Dt: 12.12.1988	50.00
12.	1992-93	PWB(B&R)(8)26/68/87 Dt: 28.01.1993	25.00
13.	1993-94	PWB(B&R)(8)26-68/87 Dt: 14.06.1993	12.50
Total			367.50

HIMACHAL PRADESI GOVERNMENT LOAN :

1.	1990-91	PWB(B&R)(8)(38)/90 Dt: 25.03.1991	31.80
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GOVERNMENT OF INDIA LOAN :

1.	1980-81	PWB(B&R)(8)4(2)6/79 and PW(8)4(2)6/79 Dt: 21.11.1988	15.00
2.	1982-83	PW(8)4(2)6/79 Dt: 31.03.1983	13.12
3.	1984-85	PW(8)4(2)6/79 Dt: 29.03.1985	6.66
Total			34.78

Attested
per
Secretary (P & A)
Simla Development Authority
Simla, 30/06/94

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SCHEDULE SHOWING THE DETAILS OF SUNDRY DEBTORS/CREDITORS AS ON 31.03.1994 FORMING THE PART OF BALANCE SHEET :

S.No.	Sundry Debtors/Creditors.	Debit.	Credit.
1.	2.	3.	4.
1.	<u>EXECUTIVE ENGINEER(DESIGN) :</u>		
1.	H.P.S.C.S. Corpn. Ltd.	-	2,88,838.00
2.	M/s Aggarwal & Co.	-	911.00
3.	Shri R.K. Garg, Contractor.	-	30.00
4.	Shri Sharat Chander Vohra, Contractor.	1,528.00	-
5.	Shri Siri Ram Vohra, Contractor.	-	64.00
6.	M/s Kundan Lal Hari Ram & Co.	-	3,005.00
7.	Shri Ashok Madan, Contractor.	-	1,015.00
8.	M/s M.L. Gupta & Associates.	-	177.00
9.	Shri Atul Vohra, Contractor.	-	5,205.00
10.	H.P. Small Scale Industry & Export Corporation Ltd.	7,600.00	-
11.	Executive Engineer, National Highway Division, HP:PWD; Solan.	-	4,103.00
	Total =	9,128.00	3,03,348.00

11. EXECUTIVE ENGINEER(CONSTRUCTION DIVISION NO.1) :

1.	M/s Aggarwal & Co; Shimla.	911.00	-
2.	Shri Gian Chand, Contractor.	10.00	-
3.	Shri Sharat Chand Vohra, Contractor.	281.00	-
4.	M/s Kundan Lal Hari Ram & Co.	2,005.00	-
5.	Shri Siri Ram, Contractor.	64.00	-
6.	Shri Ashok Madan, Contractor.	1,015.00	-
7.	M/s M.L. Gupta & Associates.	177.00	-
8.	M/s Kapil Construction Co.	66.00	-
9.	M/s Allied Construction Co.	16.00	-
10.	Shri R.K. Garg, Contractor.	30.00	-
11.	Shri Rakesh Thakur, Contractor.	15.00	-
12.	Shri R.N. Madan, Contractor.	217.00	-
13.	H.P. State Civil Supply Corporation.	1,15,714.00	-
14.	Executive Engineer, N.H. Division, HP:PWD; Solan.	4,103.00	-
15.	A.C.C. Dargana.	13,633.00	-
16.	Steel Authority of India, Mandi, Gobindgarh.	27,59,878.52	-
17.	Tata Iron Steel Co; Jalandhar.	-	20,058.00
18.	Assistant Returning Officer, Shimla.	9,030.00	-
	Total =	29,07,165.52	20,058.00

Contd..P/2/..

1.	2.	3.	4.
116	<u>EXECUTIVE ENGINEER (CONSTRUCTION DIVISION NO.11)</u>		

1.	Shri R.S. Rana, Contractor.	5,219.00	-
2.	M/o M.G. Associates.	3,830.00	-
3.	Shri R.K. Kapila, Contractor.	2,271.00	-
4.	M/s Deep Dhara Builders & Contractor.	-	500.00
5.	H.P. State Civil Supplies Corpn. Ltd. Shimla.	-	7,14,739.00
6.	Shri Satish Kumar Goel, Contractor.	-	1,930.00
7.	Shri B.C. Kalia, Junior Engineer.	75.00	-
8.	M/n Sonmax Construction Pvt. Ltd.	3,760.00	-
9.	M/s Tata Iron & Steel Co. Jalandhar.	-	24,529.00
10.	Shri H.K. Anand, EE(C-1).	560.00	-
11.	Shri N.K. Gandotra, Junior Engineer. (Elect).	490.00	-
12.	Executive Engineer(C-1).	22,986.00	-
13.	M/s Gurcharan Industries.	250.00	-
14.	SAIL, Chandigarh.	31,448.00	-
15.	Shri Ram Rattan Thakur, Contractor.	-	6,740.00
16.	Shri Vijay Singh, Sr. Assistant.	8.00	-
17.	Shri D.S. Sohoru, Junior Engineer.	1.00	-
18.	Shri N.K. Panday, HDM.	20.00	-
19.	SAIL, Jalandhar.	-	1,92,900.00
20.	Shri Matroo Ram, Contractor.	750.00	-
21.	Shri L.N. Sharma, Junior Engineer.	392.00	-
22.	M/o N.R. Elect.	245.00	-
23.	A.C.C. Ltd; Chandigarh.	-	12,708.60
Total =		72,304.00	9,54,046.60

Grand Total
(I + II + III) = 29,88,597.92 12,77,452.00

Debitors as on
03.03.1994 = 17,11,145.92

Assistant Controller (P & A)
State Development Authority
Kharagpur-2

NARESI

Referred in para 9(b) of Audit Report for the year 1994-95. Annexure A

STATEMENT SHOWING THE AMOUNT OF LOAN RECEIVED FROM HUDCO-REPAYMENT MADE AND BALANCE OUTSTANDING AT THE END OF 09/1994 :

S.No.	Particulars.	Scheme No.	Amount sanctioned by HUDCO.	Amount received.	Repayment made to HUDCO upto the end of 09/1994.	Amount outstanding at the end of 09/1994.
			(Rs. in Lac).	(Rs. in Lac).	(Rs. in Lac).	(Rs. in Lac).
1.	2.	3.	4.	5.	6.	7.
1.	Composite Housing Scheme Phase-I, Kasumpti Zonal Centre (S.H.S.).	3329	43.05	41.53	41.53	—
2.	Composite Housing Scheme Phase-II, Kasumpti Zonal Centre (S.H.S.).	3330	36.27	36.27	36.27	—
3.	Composite Housing Scheme Phase-III, Kasumpti Zonal Centre (S.H.S.).	3750	54.02	54.02	54.02	—
4.	Social Housing Scheme below Brockhurst in Kasumpti Zonal Centre (SHS).	5325	66.16	43.97	27.05	16.92
5.	Composite Housing Scheme at Kasumpti Zonal Centre, Phase-I (BCS).	9831	175.98	175.98	27.00	146.16
6.	Composite Housing Scheme at Kasumpti Zonal Centre, Phase-II (BCS).	9447	151.77	44.95	6.97	37.08
7.	Composite Housing Scheme at Kasumpti Zonal Centre, PH-IV (BCS; PH-II & SHS).	944E	69.89	69.89	10.99	58.90
8.	C/o 60 HIG Type-I, 33 HIG Type-II, Flats at Kasumpti Zone (BCS; PH-II).	1051E	156.00	—	—	—
9.	C/o 29 HIG Type-I, 301 Kasumpti Zone (BCS; PH-II).	10254	137.51	76.00	—	76.00
10.	Development of 76 HIG Type-I Plots at KZC (BCS; PH-II).	10579	154.80	140.20	—	140.20

Contd..P/2..

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..P/2/..

1.	2.	3.	4.	5.	6.	7.
11: ✓	Land Acquisition Scheme for Residential Complex Shimla (BCS; Pn-II).	11224	172.00	137.60	14.34	123.26
	TOTAL =		<u>1219.45</u>	<u>819.51</u>	<u>218.97</u>	<u>600.54</u>

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