# FIFTEENTH KERALA LEGISLATIVE ASSEMBLY 

## COMMITTEE <br> ON <br> PUBLIC ACCOUNTS

(2021-2023)

## FOURTH REPORT

(Presented on . $16 . .$. . . March, 2022)



SECRETARIAT OF THE KERALA LEGISLATURE THIRUVANANTHAPURAM

# FIFTEENTH KERALA LEGISLATIVE ASSEMBLY 

COMMITTEE<br>ON<br>PUBLIC ACCOUNTS<br>(2021-2023)

## FOURTH REPORT

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## INTRODUCTION

I, the Chairman, Committee on Public Accounts, having been authorised by the Committee to present this Report, on their behalf present the Fourth Report on paragraphs relating to Public Works Department contained in the Report of the Comptroller and Auditor General of India for the year ended 31 ${ }^{\text {st }}$ March 2015 (Economic Sector).

The Report of the Comptroller and Auditor General of India for the year ended $31^{\text {st }}$ March 2015 (Economic Sector) was laid on the Table of the House on 28 ${ }^{\text {th }}$ June 2016.

The Committee considered and finalised this Report at the meeting held on $11^{\text {th }}$ March, 2022.

The Committee place on records their appreciation of the assistance rendered to them by the Accountant General in the examination of the Audit Report.

## SUNNY JOSEPH,

Thiruvananthapuram, CHAIRMAN, $16^{\text {th }}$ March, 2022. COMMITTEE ON PUBLIC ACCOUNTS.

## REPORT PUBLIC WORKS DEPARTMENT

[Audit paragraph 5.5 contained in the report of the Comptroller and Auditor General of India (Economic Sector) for the year ended 31 ${ }^{\text {st }}$ March 2015.]

Inadmissible payment to contractor on balance items of bridgework

> Irregular revision of rate of items mentioned in the agreement schedule by treating them as extra items and non-availing of agreed tender rebate while making payments thereon to the contractor resulted in undue benefit of ₹ 1.09 crore to the contractor.

As per clause 23 (e) of Notice Inviting Tenders (NIT), extra items of work are those which are not expressly or impliedly described in the schedule, plans or specification. Those items of work which though highly necessary for the proper execution of the work and its completion, if not provided for in the original contract, can be treated as 'extras'.

Further, as per Clause 3 (b) of NIT, the overall percentage rate accepted and specified in the agreement shall not be varied on any account whatsoever.

The Superintending Engineer, PWD, Roads and Bridges, North Circle, Kozhikode (SE) had awarded ${ }^{2}$ (April 2009) the work "construction of bridge at Varamkadavu in Chelora Grama Panchayat in Kannur district (balance work)" to a contractor ${ }^{3}$ at 21.80 per cent below estimated amount of ₹2.64 crore.

2 SE (K) 5/2009-2010 dated 17April 2009
3 Sri TA Abdulrahiman, Kasaragod

The items of work included in the original agreement schedule for formation of approach roads to the bridge structure which was completed in March 2005 consisted of earthwork for forming high embankment for approach roads, and ground improvement works using non-woven geotextiles, woven geo-textiles and Pre-fabricated Vertical Drain (PVD).

During execution of the work, these items were treated as extra items and their rates enhanced, by executing (November 2009/March 2010) Supplementary agreements by the SE with the contractor. The contractor had agreed to execute these extra items at 21.80 per cent below estimate rate. The work was completed in May 2011. The contractor was paid an amount of ₹ 3.81 crore in five part bills as of December 2015.

Audit scrutiny revealed that:

- The above items of work were expressly mentioned in the Agreement executed by the contractor for the balance work. So, as per clause 23 (e) of NIT, they could not be treated as extra items. However, in violation of this provision, SE had treated them as extra items and revised (November 2009/March 2010) their rates.
- The Executive Engineer, PWD Roads Division, Kannur, (EE) did not apply tender rebate from the payments made to the contractor on the extra items, even though it was agreed in the supplementary agreements executed. This was in violation of the rules on application of overall tender percentage contained in the NIT.

The above violations resulted in inadmissible payment of ₹ 1.09 crore to the contractor, which amounted to undue benefit extended to him, as shown in the table below:

| Description item in |
| :---: | :---: | :---: | :---: | :---: |
| Agreement | | Up to date |
| :---: |
| quantity | | Agreed rate |
| :---: |
| after |$\quad$| Revised rate |
| :---: |
| used for |$\quad$| Undue benefit |
| :---: |
| to the |


|  | executed | applying tender rebate | payment without tender rebate | $\begin{aligned} & \text { contractor } \\ & \text { (in ₹) } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: |
| (1) | (2) | (3) | (4) | [2 x (4-3)] |
| Earth work filling with all classes of soil suitable for forming high embankment... | $54174.38 \mathrm{~m}^{3}$ | $\begin{gathered} \hline \text { ₹ } 1516 / 10 \mathrm{~m} 3 \\ (1939, \text { less } \\ 21.80 \%) \end{gathered}$ | 2,424/10 m ${ }^{3}$ | 49,19,033.70 |
| Providing and laying non-woven geo-textile fabric... | $6332.08 \mathrm{~m}^{2}$ | $\begin{gathered} \text { ₹ 55.91/m2 } \\ (71.5, \text { less } \\ 21.80 \%) \end{gathered}$ | $88 \mathrm{~m}^{2}$ | 2,03,196.45 |
| Providing and laying woven geo-textile fabric... | $4380.78 \mathrm{~m}^{2}$ | $\begin{gathered} \text { ₹ } 59.82 / \mathrm{m} 2 \\ (76.5, \text { less } \\ 21.80 \%) \end{gathered}$ | $89.78 \mathrm{~m}^{2}$ | 1,31,248.17 |
| Providing and laying non-woven geo-textile fabric under water... | $800 \mathrm{~m}^{2}$ | $\begin{gathered} \text { ₹ } 55.91 / \mathrm{m} 2 \\ (71.5, \text { less } \\ 21.80 \%) \end{gathered}$ | $88 \mathrm{~m}^{2}$ | 25,672.00 |
| Providing and installing flexible pre-fabricated vertical drain... | $\begin{gathered} 130392.10 \\ \mathrm{~m} \end{gathered}$ | $\begin{gathered} \text { ₹ } 66.47 / \mathrm{m} \\ (85, \text { less } \\ 21.80 \%) \end{gathered}$ | 109.92/m | 56,65,536.75 |
| Total undue benefit to the contractor |  |  |  | 1,09,44,687.07 |

When the matter was pointed out (June 2013), Government replied (October 2014) as under-
$>$ revision of rates in earthwork was in lieu of wastage of earth during execution. Further, the estimate rate for earth work was adopted without applying tender rebate, as it was an extra item, and;
the ground improvement materials viz., geo-textiles and PVD, were brought from abroad and that an approximate rate taken from earlier
executed work was adopted in the estimate. But, when order was placed for these materials at the time of execution, their rates had increased. Further, these were not items included in the Schedule of Rates, but were market rate components for which tender variation was not applied.

The reply of Government was not tenable due to the following reasons:
> Earthwork for formation of approach roads was an item expressly provided in the original agreement schedule. Hence, revision of its rate by treating it as an extra item was a violation of the condition of NIT. Moreover, the contractor had clearly agreed in the supplementary agreement that the tender rebate of 21.80 per cent was applicable for this extra item.
> Similarly, the items for ground improvement work were also expressly provided for in the schedule of the balance work. So, the contractor had quoted his rates accordingly with tender rebate. Hence, classifying them as extra items of work and enhancing their rates was a clear violation of the NIT provision.
> Further, as per NIT, it was the duty of the contractor to ensure availability of materials before quoting his rates. Hence, the contractor was not eligible for rate revision on account of nonavailability of materials and variation in market rates. In this case also, the department failed to avail the benefit of tender rebate agreed by the contractor.

Thus, the action of the Department in enhancing the rates of items expressly mentioned in the agreement schedule by treating them as extra items in violation of the NIT provisions and non-availing of agreed tender
rebate on those items resulted in extending an undue benefit of $₹ 1.09$ crore to the contractor.
[Note submitted by the Government on the above audit paragraph is included as Appendix II.]

Excerpts from Committee's discussion with department officials.

1) Regarding the audit objection on inadmissible payment of ₹1.09 crore to the contractor by treating the items mentioned in the agreement schedule for the construction of Varamkadavu bridge as extra items and non availing of agreed tender rebate, the Committee enquired why the soil investigation had not been conducted and how the TS had been issued without considering the conditions of soil and the length of approach road. The Chief Engineer (NH), PWD answered that the original administrative sanction was issued on the total amount based on a rough cost estimate for the work without any detailed investigation. He added that the technical sanction was issued based on a detailed estimate but the length of approach road was not considered.
2) The Committee noticed that a higher cost had been incurred as the approach road was built at marshy areas. To a query regarding the action of the department in granting administrative sanction to the second work, the Chief Engineer (N.H) PWD, replied that the work of bridge proper was done by KSCC in 2005 but the work for raising up the approach road was terminated due to the sinkage of soil. Later agreement was executed by arranging the work of the approach road as balance work excluding the bridge proper.
3) He added that provision for the approach road was incorporated in the original work estimate. But minimum abutment height was specified in it. In technical sanction, a higher amount than that in the administrative sanction was provided for the work of bridge. But minimum provision for the approach road was given in the T.S. as the details of the work were not prepared. At the time of building the approach road the sinkage of soil was happened and KSCC demanded additional amount for the same and hence they were terminated from the work. The Committee expressed its displeasure over the attitude of the officials for not citing these matters in the RMT and for not submitting the concerned file at the time of audit.
4) The official from the office of Accountant General informed that audit observation was only on the balance work that was done without proper estimation and proper investigation. The Committee expressed its dissatisfaction over the termination of KSCC from the original work at risk and cost.
5) The Committee pointed out that the TS was issued without considering even the soil condition and the length of approach road, and the work which were expressely mentioned in the agreement schedule were treated as an extra item of work. Besides, non-availing of agreed tender rebate while making payments thereon to the contractor resulted in undue benefit to the contractor. The Committee directed the Department that a detailed report should be submitted within one month regarding the urgent situation behind issuing of TS, without considering the soil condition and in violation of NIT rules. The Joint Secretary, PWD assured to do so.
6) When enquired about the already worked out rate in the detailed estimate and the revised rate, the Chief Engineer, replied that the second work had done after 5 years from the original tendering and later when the
balance work was tendered there was a provision for using modern technologies like Prefabricated Vertical Drains with Geo textiles for soil treatment. He added that when the earth filling was done for the completion of embankment construction, unaccounted sinkage of soil had occured and subsequently an expert opinion from a Chennai based Geo-tech agency had been sought. The Chief Engineer also stated that since the material for PVD was imported from Malasia, the rates were varied in tune with the exchange rates. The contractor approached the Government to get it done at market rate. Subsequently the work was treated as extra items and revised their rates and the same was approved by the government.
7) The Committee directed the department to submit a detailed report on the matters deliberated above and the Joint Secretary, PWD agreed that it would be furnished within one month.
[The additional information submitted by the government on the above audit paragraph was considered by the Committee at its meetings held on 14.01.2020 and 22.01.2020]

Excerpts from Committee's discussion with department officials.
8) Regarding the construction of Varamkadavu bridge, the Committee enquired about the sanctioning of T. S. before completing soil investigation and revision of rates by considering earth works as additional work which was a clear violation of terms and conditions. The Secretary, PWD replied that rates were increased because new technology was used for the construction of vertical drains and fender piles.
9) The Chief Engineer (Bridges) explained the construction work of the Varamkadavu bridge. The work consisting of 476 m length bridge proper and approach road was under taken by Kerala State Construction Corporation Ltd.

The Construction of bridge structure was based on sub soil investigation done at abutment and pier points. Though the approach road was passing through water logged, marshy areas no sub soil investigation was done. The administrative sanction for the construction of bridge was obtained on the basis of rough cost estimate without any detailed sub soil investigation in respect of approach road. As the proposed site was found unable to bear extra weight, KSCCL not only comply the direction put forth for soil investigation but also requested to increase the estimate rate as well. When detailed investigation was conducted, there was a change in design parameters and in addition to this, pre-fabricated drains, woven and Nonwoven Geo Textile materials etc. had to be provided, thereby increasing the estimate rate.
10) The committee enquired whether there was any provision in PWD norms to tender a work based on rough estimate. The Chief Engineer informed the Committee that earlier, work was tendered with a rough estimate and the detailed design was submitted later. He further informed that this particular issue was in 2005 and now work cannot be tendered using rough estimate.
11) The Committee wanted to know how the detailed project report and detailed estimate was prepared. The Chief Engineer informed that it was prepared after conducting investigation and in this case investigation was done for Bridge proper and immediate approach construction.
12) When Committee enquired whether soil testing and detailed investigation was done as per PWD norms in this case, the Secretary, PWD replied that technical sanction was given only after all these procedure, and in this case detailed investigation was done for bridge proper and immediate approach road. The question of the Committee to clarify whether soil investigation was conducted as a part of investigation, the witness Executive

Engineer (Bridges), Public Works Department answered that detailed investigation was done for the place allotted for bridge proper but soil testing was not done for approach road construction.
13) The Committee acknowledged the fact that sometimes administrative sanction was provided considering rough estimate, and it was not unusual that AS amount may increase when soil testing is done due to presence of rocks or water logged area. The Committee also opined that estimate could be revised in cases where the land could not be acquired within the agreement period due to some unexpected works. But the Committee strongly commended that sanctioning TS according to a rough estimate cannot be justified and criticized the department for not following proper tender procedure.
14) The Committee wanted to know whether separate estimate was prepared for bridge proper and approach road for which Executive Engineer (Bridges) replied that both could be completed within a single estimate. He further informed the Committee that changes in foundation and piller of bridge may affect the estimate amount and the rate difference is usually rectified through revised estimate.
15) The Committee pointed out that the mentioned work was carried out violating PWD norms, without proper investigation or detailed estimate.
16) When enquired about the bill payment details, the Executive Engineer apprised the Committee that final bill had not been produced and that payment for the remaining amount is pending. The Committee then asked about the reason for not producing the final bill, the amount remaining to be settled; the total estimated amount and the difference in amount when the estimate was revised. The Executive Engineer informed that the total estimate was 21.15 crore which included 18 crore for bridge proper and 3.15
crore for approach road which later increased to 22.50 crore. To the question of the Committee when the construction of bridge was completed, the witness Executive Engineer (Bridges) replied that the work was completed in 2010 and that the bill was submitted in the same year itself.
17) The Committee expressed its displeasure to know that some files related to the above case seems missing as all files were not handed over to PWD from KSCCL. The Secretary, Public Works Department informed the Committee about the fact that the construction of Varamkadavu bridge was taken up by Kerala State Construction Company Limited and that they had not completely claimed their amount. He added that the work had been completed within 7 months as per the order of Hon'ble Highcourt and Chief Engineer had approved the design and there was no objection regarding the procedure of the work.
18) The Secretary, Public work department informed the Committee that the discrepancy came up as they used the latest technology available at that time for the construction, which accordingly increased the total estimate cost. The Committee enquired whether new technology was applied after the work was awarded and the agreement was signed.
19) The Chief Engineer (Bridges) Public Works Department informed the Committee that the total cost increased when land spanning has to be conducted due to deficiency of soil as well as when construction work had to be done through wet land. He added that similar instance could be identified in KIIFB project, Konnayil Kadavu where the construction work was dropped due to miscalculation in selection of appropriate site for construction.
20) Expressing dissatisfaction in the reply furnished by the department, the Committee criticised the department in according administrative sanction for construction of Varamkadavu Bridge and approach road without proper soil
investigation and in allowing inadmissible payment to contractor by treating the earth works as extra item. The Committee directed the department to avoid such delinquencies and to take strict measures not to repeat such instances in future.

## Conclusions/Recommendations

21) The Committee criticised the department in according administrative sanction for construction of Varamkadavu Bridge and approach road without proper soil investigation and in allowing inadmissible payment to the contractor by treating the earth works as extra item. The Committee directs the department to avoid such delinquencies and to take strict measures not to repeat such instances in future.
[Audit Paragraph 5.6 contained in the report of the Comptroller and Auditor General of India (Economic Sector) for the year ended 31st March 2015.]

## Disallowance of re-imbursement claim by MoRTH

> Execution of original works without prior approval of MoRTH by treating them as ordinary repair works resulted in rejection of reimbursement claim of ₹ 68.10 crore besides foregoing agency charges of ₹ 6.13 crore.

The Ministry of Road Transport and Highways (MoRTH) is primarily responsible for development and maintenance of National Highways (Nhs). The activities are monitored by the Regional Office of MoRTH in each State. The actual work of construction of NH is entrusted to State Government on agency basis under the provisions of Article 258 of the Constitution of India for which nine per cent agency charges are claimed by State Government from MoRTH. The role of State Government is confined mainly to maintain,
upgrade and improve the riding quality of existing NHs and carry out ordinary annual repairs.

Up to 31 March 2003, the State Government was to initially incur expenditure on construction and maintenance of NHs and then get it reimbursed from MoRTH. With effect from 1 April 2003, the system was changed to Direct Payment Procedure (DPP) by MoRTH for all NH works under the major head 5054 and Special repair and periodical renewal / Improvement of Riding Quality works under major head 3054. The transactions under DPP, therefore, do not involve the State Government budgetary system. For Ordinary Repairs (ORs) and Flood Damage Repairs (FDRs), the previous system was continuing. As such, the NH works undertaken as ORs and FDRs do not require prior sanction by MoRTH before execution.

Scrutiny of records (between December 2011 and October 2015) in five offices ${ }^{4}$ of NH wing of Public Works Department (PWD) revealed that 17 works were executed during the period 2011-12 and 2014-15 treating them as ORs, based on the sanctions of State Government only and claimed reimbursement from MoRTH (between January 2012 and June 2014) projecting them as ORs. The MoRTH disallowed (between March 2012 and September 2014) the claim for reimbursement stating that the works executed were not ORs but Original Works requiring prior sanction of MoRTH before execution. The claims thus disallowed amounted to ₹68.10 crore which the State Government had to bear from its own budgetary resources. Besides, the State also could not claim agency charges amounting to ₹ 6.13 crore.

Thus, the department failed to adhere to the guidelines of MoRTH

[^0]while making claim for reimbursement of expenditure incurred on the maintenance of NHs and consequently burdening the State exchequer to the extent of ₹ 74.23 crore.

Government replied that the department had arranged the works due to poor condition of NHs in the State and inadequacy of funds/sanction from Government of India. It was also stated that the works undertaken were ORS not requiring prior sanction from MoRTH. The reply is not tenable as the works executed were not Ordinary Repair works but were Original Works as remarked by MoRTH while scrutinising the claim for reimbursement. Further, these Original Works required prior sanction from MoRTH.
[Note submitted by the Government on the above audit paragraph is included as Appendix II.]

Excerpts from Committee's discussion with department officials.
22) The Chief Engineer (N.H) informed that during the period 2011-12 and 2014-15, there had been public protest over deplorable conditions of NH in the state, and the work were arranged on the basis of two G.Os charging to state exchequer and later of claim of $₹ 68.10$ crore was submitted to MoRTH for re-imbursement. But the claim was rejected by MoRTH stating that the works executed were not ordinary repairs but original works requiring prior sanction of MoRTH before execution. Later the amount was written back as per C\&AG's direction. Then the AG directed for the additional authorisation in the head of account '3054' when the chances of reimbursement became rare. Then the government additionally authorised ₹20 crore during 2013, and the remaining ₹ 40 Crore during the last year. For a query of the Committee on the amount of Central government allocation for NH maintenance, the witness replied that Central Government
allotted ₹12 crore for ordinary repair and ₹77 crore for major repair. He added that the department had arranged works due to poor condition of NHs and inadequacy of funds recieved from Government of India and the works undertaken were ORs not requiring prior sanction from MoRTH. The Committee remarked that a procedural lapse was vivid in the whole process. When a meeeting was convened by the Principal Secretary, PWD no representative of NHAI was invited. The issue could have been avoided had proper communications with the central government authorities were carried out.

## Conclusion/Recommendation

23) No Comments.
[Audit Paragraph 5.7 contained in the report of the Comptroller and Auditor General of India (Economic Sector) for the year ended 31 ${ }^{\text {st }}$ March 2015.]

## Awarding work without tender and providing undue benefit to a contractor

## The execution of work without tender process and unwarranted revision of agreed rates by PWD extended undue benefit of $\mathbf{F} 92.32$ lakh to the contractor.

As per Para 2003 of Kerala Public Works Department Manual, works shall normally be awarded through open tenders after getting administrative and technical sanction and ensuring provisions of funds in the Budget.

Secretary to Government, PWD sanctioned (December 2012) reconstruction of the partially collapsed Menonpara bridge across Korayar river in Nattukal- Velanthavalam State Highway in Roads Division,

Palakkad through M/s. Kerala State Construction Corporation Limited (KSCC) without inviting tender at an estimated cost of ₹ 10.15 crore to avoid delay in tendering process. The Superintending Engineer (Roads and Bridges), North circle, Kozhikode(SE), awarded (January 2013) the work to KSCC at a cost of $₹ 9.31$ crore. The site was handed over (January 2013) to the contractor for completion of work in 18 months. PWD revised (March 2013) the sanction to $₹ 18.30$ crore after including road improvement work of nine kms in place of three kms originally estimated. The work was completed in May 2014. The contractor was paid ₹17.49 crore up to June 2015.

One of the items of work included in the agreement schedule for the construction of bridge was "Boring through all classes of soil for cast in situ bored piles with concrete mix M25, 1.20 metre internal diameter anchoring of pile in rock for a minimum depth of 50 centimetres etc". The work involved construction of 28 piles, 12 piles for piers each having an average depth of nine metre and 16 piles for abutment each having an average depth of 10 metre. The total length of piles was estimated to be 270 m and the agreed rate was $₹ 16,344$ per metre. However, during actual execution, Chief Engineer, PWD Roads and Bridges (CE) revised (May 2013) the rate of the above item from ₹ 16,344 to $₹ 34,017$ per metre citing reasons such as increase in average depth of piles from nine to 19 m due to non availability of hard rock at the estimated depth, error in calculation of hire charges for piling plant and use of M Sand ${ }^{5}$ due to scarcity of river sand. CE sanctioned (May 2013) the rate of above item as 'extra item' and SE executed (June 2014) a SupplementaryAgreement for a total length of 549.85 m. An amount of $₹ 1.87$ crore was paid (July 2014) to the contractor for the 'extra item.

[^1]Audit scrutiny (February 2014) revealed the following:

- The bridge had collapsed in August 2010 and the Government decided to take up re-construction work only after a lapse of two-and-a-half years of collapse. Awarding of work to KSCC only without inviting open tenders after two-and-a-half years was lacking not only in justification but it was also against manual provisions which advocate transparency in selection of bidders through open competition.
- Items of work which do not form part of the original Agreement Schedule are treated as "Extra items". In this case, the item "boring cast in situ piles", was already existing in the Agreement Schedule. As such, it cannot be subsequently treated as an "extra item.
- The contractor is expected, before quoting his rates, to inspect the site of the proposed work and assess the availability of specified materials. He is also expected to get himself acquainted with the sanctioned estimate, approved plans and drawings. Once his rates have been accepted and agreement finalized and signed, he is bound by the same and cannot claim its revision on grounds of errors in sanctioned estimates, un-availability or scarce availability of the specified materials etc.
- In the name of approving an "extra item", the Department has resorted to revision of rates and specifications, after the award of work, on grounds of "scarce availability of river-sand", "error in calculation of hire charges of piling plant" and made an extra payment of ₹97.17 lakh to KSCC. The action of the department was wrong as the ground cited for their action were not valid.

Thus, undue revision of rate resulted in extra payment of $₹ 97.17{ }^{6}$ lakh to the contractor.

Government replied (October 2015) that the work was entrusted to KSCC to avoid delay as the tendering procedure would have taken long time. Further, the rates for piling were revised as the depth of piling work had to be increased from 270 m to 549 m during execution. Besides, due to non availability of good quality of river sand, the $M$ sand was substituted and that there was some mistake in preparation of data.

The reply of the Government was not acceptable because the period of two-and-a-half years between the date of collapse of bridge and award of work for re-construction was reasonably adequate for completing all open tender formalities including invitation of competitive tenders so that the work could be awarded without compromising transparency instead of giving to KSCC only. Further, the revision of rates for piling was also not acceptable as the rate agreed by the contractor for piling was per metre and not for casting entire pile for a specific length. Besides, rate once concluded in the agreement signed by both the parties, was not required to be revised.

Thus, unwarranted revision of rate resulted in extension of undue benefit of ₹92.32 ${ }^{7}$ lakh to the sub-contractor of KSCC.
[Note submitted by the Government on the above audit paragraph is included as Appendix II.]

[^2]Excerpts from Committee's discussion with department officials.
24) Regarding the audit objection, the CE (NH) apprised that the work entrusted to the KSCC was as per government order. Though the old Menonpara bridge was collapsed on 2010, the government accorded AS in 2012 for the re-construction work without tender. During actual execution the Chief Engineer, revised the rate of the item due to error in calculation of hire charges. The Committee noted that once the rates had been accepted and the agreement was finalised and signed, the revision of rates on grounds of errors in sanctioned estimates should not be permitted. It opined that the enhancement of rates from Rs. 16344/m to Rs. 34017/m had no basis and the original rate should have been applied for the increased length of piles. The awarding of work to KSCC without inviting open tender against manual provision had no justification. The Committee viewed it as a fraudulent act and directed the department to look into the matter seriously and take disciplinary action against the officials responsible for it.

## Conclusion/Recommendation

25) The Committee understands that the old Menonpara bridge collapsed in 2010, and the Government accorded AS in 2012 for the reconstruction work without inviting open tenders. During the actual execution, the Chief Engineer revised the rate of the extra item due to error in calculation of hire charges for piling plant. The Committee noted that once the rates had been accepted and the agreement was finalised and signed, the revision of rates on the grounds of errors in sanctioned estimates could not be permitted. The Committee opines that the revisions of agreed rates had no basis and the original rates should have been applied for the increased length of piles and the awarding of work to KSCC without inviting open tender against

PWD manual provisions had no justification. The Committee observes it as a fraudulent act and directs the department to look into the matter seriously and take disciplinary action against the officials responsible for it.
[Audit paragraph 5.8 contained in the report of the Comptroller and Auditor General of India (Economic Sector) for the year ended 31 ${ }^{\text {st }}$ March 2015.]

## Wasteful expenditure on construction of fender piles in a bridge work

Department constructed "fender piles" for protecting a bridge from the impact of collision with barges even though bridge did not have scope for navigation of heavy vessels resulting in wasteful expenditure of ₹ 3.12 crore.

The Public Works Department (PWD) awarded the work of the construction of 'Thadikkakadavu Bridge' across Periyar river by Roads division, Ernakulam for ₹27.51 crore. The site was handed over (June 2012) to the contractor for completion of work in 18 months (December 2013). The work remained incomplete (July 2015) and the contractor had been paid ₹ 15.71 crore (July 2015).

The bridge was designed to rest on a foundation of bored cast-in-situ piles, for which 2,650 metres of piles at a unit rate of $₹ 27,056$ per metre were planned. During execution, the length of piles was increased to 3,220 metres of which 729.79 metres were provided as 'fender piles's in a separate pile group, upstream and downstream of the bridge. The

[^3]department stated that the fender piles were required to protect the bridge from the impact of collision from heavily loaded cargo boats moving from Nedumbassery airport to Kochi city. The cost of construction of fender piles was ₹ 3.12 crore ${ }^{9}$.

Audit observed that though the original design of the bridge was approved (March 2012) by the Design Research and Investigation Quality Control wing (DRIQ), under the control of Chief Engineer (Designs) as stipulated in the PWD manual, the design of fender piles was approved (November 2012) by the CE himself, which means that the DRIQ was not involved in the change of design of fender piles.

It was further noticed that there was no specific request from various stakeholders / departments (KSINC, SWTD, IND etc.) regarding provision for fender piles. Moreover, the route identified for connecting Nedumbassery airport with Kochi city passes through the southern arm of river Periyar, whereas the bridge was constructed on the northern arm as shown in the sketch attached.

Further, there was no infrastructure for anchoring of cargo boats anywhere near the Nedumbassery airport. Therefore, the construction of fender piles by adducing to safety concerns from barges/cargo boats was not tenable.

[^4]
## Sketch of Location of Thadikkakaadavu Bridge



Audit also observed that the fender piles were made of concrete with no impact absorbing quality to provide protection either to the bridge structure or to the vessels in the event of a collision. Further, the top level ${ }^{10}$ of fender piles constructed was much below the Maximum Flood Level (MFL) ${ }^{11}$ of the river. The fender piles would not be visible during flood, making it likely to cause damage to the piers of the bridge as well as the barges. Thus, the purpose of protecting the piers with the help of fenders was doubtful.

On being asked, the Secretary, PWD replied (October 2015) that on account of concerns of polluting the drinking water projects at Chowara and Aluva, Cochin International Airport Limited (CIAL) shelved a proposal to develop the Southern branch of Periyar river as a waterway connecting CIAL to Kochi Seaport for cargo movement. An alternative proposal of developing the Northern branch was under consideration of CIAL, and hence, the fender piles were constructed in anticipation of movement of heavy cargo vessels through the same.

The reply was not tenable in view of the confirmation provided by

[^5]1151.825 metres

Irrigation Department that there were no plans of developing the Northern branch. of Periyar River over which the. Thadikkakadavu bridge is constructed, as a waterway connecting CIAL with the Kochi Seaport. Irrigation Department further confirmed that there were bottlenecks for large scale cargo movement from CIAL to Kochi city/seaport through the Northern branch, like insufficient vertical clearance of existing cross structures, insufficient width and depth in a five km stretch between CIAL and Chengal thodu.

Thus, the decision to change the designs for providing fender piles was taken without assessing actual requirement and approval of the DRIQ Board which led to wasteful expenditure of ₹ 3.12 crore on construction of fender piles.
[Note submitted by the Government on the above audit paragraph is included as Appendix II.]
Excerpts from Committee's discussion with department officials.
26) Regarding the audit paragraph, Executive Engineer, PWD informed that, it was decided to construct fender piles for protecting the pier of the Thadikkadavu bridge came up during the execution of work in view of an alarming incident of vessel hit to Venduruthy Bridge. The Committee questioned the purpose behind the construction of fender piles when the same would not be visible above the water level during floods.
27) The witness continued that the fender piles were constructed to protect the bridge, not the barge, and the possibility of occuring flood was rare. The Executive Engineer (Design \& Bridges) added that the irrigation department confirmed that there was no navigable water ways connecting

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Nedumbassery Airport to Periyar River, and thus the audit objection occurred, but they had constructed a locking system in Purappillykavu bridge in the northern arm of Periyar for navigation purpose. The Committee noted that the irrigation department gave an impression through the construction of Purapillykavu bridge that the northern arm was also navigable and the fender piles constructed at Thadikkakadavu Bridge was necessary. The Committee had requested Accountant General to verify the issue with the irrigation department and to furnish a reply in this regard.
[The additional information from the government on the above audit paragraph was considered in the meeting of the Committee held on 14.01.2020 and 22.01.2020. The Committee also considered verification report submitted by Accountant General upon the request of the Committee.]

Excerpts from Committee's discussion with department officials.
28) The chairman explained the background for the discussion. Audit para 5.8 is regarding the loss sustained to the tune of 3.12 crores by unnesssessary construction of fender piles for Thadikkakadavu Bridge. In earlier discussion PWD Officials had drawn attention of the Committee to the fact that similar fender piles were constructed for Puramppallykavu Bridge too. As per request of the Committee, Accountant General conducted a joint verification with Irrigation Department team and submitted a verification report before the Committee. In the report it is stated that Purappillykavu Bridge is actually a regulator-cum-bridge with navigation lock and dimension of navigation lock indicates that any bridges with a span of more than 10 meter either upstream or downstream would no way facilitate navigation due to bottleneck at Purappillykavu RCB. The report clearly states that since Purappillykavu RCB is suitable for movement of
small vessels only, need of fender piles at Thadikkakadvu Bridge was unwarranted.
29) Regarding the construction of bridge over water ways, the Secretary apprised that new guidelines had been issued for fixing minimum height for bridges included in State Water ways system and hence cost will increase for land acquisition and construction. The Committee pointed out that these guidelines was also compulsory for National Water Ways.
30) The Committee understands that regarding the construction of Thadikkadavu bridge, audit observation points out the extra expenditure of ₹3.12 Crore for construction of safe guard pillars, which was not included in estimate. The Chief Engineer (Bridges), PWD replied that the work was done as piling was about to be completed. The Committee pointed out that such a construction was done in a place which was not at all navigable and was clearly an unwarranted work.
31) The Committee considered the verification report submitted by Accountant General on Committee's request. In the report Accountant General strongly refuted the Department's stand, that fender piles were constructed at Thadikkakadavu bridge across Periyar for protecting the bridge from collusion by barges, by clearly showing specific evidence that the particular stretch of waterway is not suitable for navigation because of the bottleneck upstream at Purappillykavu RCB which makes passage of heavy or medium size vessels impossible. Also the portion of river is not included in national water ways and no plans are there for developing the stretch for navigation. The Committee, analysing Accountant General's report, observed that it was clearly an unnecessary work to construct fender
piles at Thadikkakadavu Bridge which resulted in the loss of $₹ 3.12$ crore to exchequer. The Committee suspects collusion between contractor and department officials in undertaking and completing such an unnecessary work. The Committee decided to drop the audit para with a stern warning to the Department to make sure that such flaws are not repeated in future, which if repeated, will force the Committee to make strong recommendations.

## Conclusion/Recommendation

32) The Committee observes that it was clearly a wasteful expenditure to construct fender piles at Thadikkakadavu Bridge which resulted in the loss of ₹3.12 crore to the exchequer. The Committee suspects collusion between contractor and department officials in undertaking and completing such an unnecessary work. The Committee decided to warn the Department and to make sure that such flaws are not repeated in future, which if repeated, will force the Committee to make strong recommendations.
[Audit paragraph 5.9 contained in the report of the Comptroller and Auditor General of India (Economic Sector) for the year ended 31 ${ }^{\text {st }}$ March 2015.]

## Avoidable payment on sinking of wells for foundation of four bridges

> Separate payment amounting to $\mathcal{F} 2.28$ crore was made to the contractors by PWD outside the agreed rate for removing obstacles encountered during sinking of wells for foundation of four bridges.

The special conditions of contract stipulate that the rate quoted shall be inclusive of all the operations contemplated in the specification and tender schedule which covers the incidental work necessary for such operations. The conditions further stated that all items should be carried as per the relevant specification in the Madras Detailed Standard Specification (MDSS) which specifies that when the well has reached the required level care should be taken to see that it is seated properly.

Superintending Engineer, Roads and Bridges, North Circle, Kozhikode (SE), had awarded ${ }^{12}$ (March 2011 to July 2012) four bridge works under PWD Roads Division, Manjeri at an estimated cost of ₹24.65 crore in Malappuram district. As per the agreement schedule, one of the items of work was sinking of reinforced cement concrete circular well in all classes of soil other than rock. The sinking process includes scooping of earth to line, level and plumb from inside and below steining with dredgers and other appliances including removal of obstacles. The EE made extra payments of $₹ 2.28$ crore to the contractors of four bridge works towards charges for cutting and breaking down boulders having the size of more than $40 \mathrm{dm}^{3}$ during sinking of wells and for seating of wells as shown below:

Table 5.1: Details of works showing extra payments made

| $\begin{array}{l}\text { Sl. } \\ \text { No. }\end{array}$ | Name of work | Particulars of estimated cost and extra payments for |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: |
| well sinking |  |  |  |  |$]$

[^6]|  |  | agreement) |  | (₹ in lakh) | payment on <br> estimated <br> cost |
| :--- | :--- | :---: | :---: | :---: | :---: |
| $(1)$ | $(2)$ | $(3)$ | $(4)$ | $(5)$ | $[(5) /(4)] \times 100$ |
| 1. | Construction of <br> Mythrakadavu bridge <br> Construction | 5 | 6.36 | 96.12 | $1,511.32$ |
| 2. | Construction of <br> Valippadam- <br> Alungalkadavu bridge | 6,7 | 15.15 | 63.49 | 419.08 |
| 3. | Construction of <br> Thayyilakkadavu <br> bridge | 6,7 | 11.57 | 30.00 | 259.29 |
| 4. | Construction of <br> Umminikadavu bridge | 6,7 | 15.01 | 38.51 | 256.56 |
| Total | $\mathbf{4 8 . 0 9}$ | $\mathbf{2 2 8 . 1 2}$ | $\mathbf{4 7 4 . 3 6}$ |  |  |

Source: Agreements and vouchers

As can be seen from the above table, the percentage of extra payment comes to nearly four times the estimated cost of the agreed item of well sinking and this payment was made without following the usual tender procedure.

In this connection Audit observed the following:
All works except the extra items were put to tender on 'percentage rate basis'in which the 'quoted rate' was inclusive of all operations contemplated in the specifications and tender schedules including incidentals. The workable rate quoted by the bidder was inclusive of charges for removing boulders irrespective of their size. Therefore, the payment for cutting and breaking down boulders of more than $40 \mathrm{dm}^{3}$ size during sinking of abutments and pier wells and for seating of wells on base,
over and above the estimated cost was contrary to the provisions contained in the agreement.

Secretary, PWD stated (October 2015) that the approved design of bridges insisted seating of well foundation upon a levelled hard rock stratum and well kerbs were to be anchored to a minimum 60 cm depth into hard rock and that in order to seat the well foundations, the top layers of rock formations were to be cut and removed as mentioned in design and that the rates for the above rock cutting works were not included in the agreed specifications. Further, the reply stated that the general note in Standard Data Book permitted the payment for cutting down boulders of size above $40 \mathrm{dm}^{3}$ and wooden logs of size above $100 \mathrm{dm}^{3}$ if encountered during well sinking.

The reply of the Government was not tenable as the quoted rate was inclusive of all operations contemplated in the specifications and tender schedules including incidentals. The specification in the tender schedule and agreement schedule for the item of well sinking included 'removal of obstacles'. As notes in the Standard Data Book were not made part of the agreements, extra payment for cutting down boulders of size above 40 dm 3 was not permissible. Thus, due to its failure to adhere to the specifications in the tender schedules, the Department had extended undue benefit of ₹2.28 crore to the contractors.
[Note submitted by the Government on the above audit paragraph is included as Appendix II.]

Excerpts from Committee's discussion with department officials.
33) The Committee noted that the special conditions of contract stipulated that the rate quoted was inclusive of all the operations
contemplated in specification and tender schedules including incidentals. The Executive Engineer (Design \& Bridges) informed that the approved design of bridges insisted seating of well foundation upon a levelled hard rock stratum and well kerbs were to be anchored to a minimum 60 cm depth into hard rocks and that inorder to seat the well foundations, the top layers of rock formations were to be cut and removed as mentioned in design and that the rates for the rock cutting works were not included in the agreed specifications. The Committee remarked that the specification in the tender schedule and agreement schedule for the item of well sinking included 'removal of obstacles'. As notes in the standard Data Book were not made part of the agreements, extra payment for cutting down boulders of size above 40 dm 3 was not permissible. The Committee remarked that the agreement executed for a work should be comprehensive enough to include all the incidental items that were essential for proper execution of the work.

## Conclusion/Recommendation

34) The Committee opines that the special conditions of contract stipulate that the rate quoted shall be inclusive of all the operations contemplated in the specification and tender schedule which covers the incidental work also. The Committee directs the department to ensure that the agreement to be executed for a work should be comprehensive enough to include all the incidental items that are essential for the proper execution of work.
[Audit Paragraph 5.10 contained in the report of the Comptroller and Auditor General of India (Economic Sector) for the year ended 31 ${ }^{\text {st }}$ March 2015.]

## Extra expenditure due to non-finalisation of tender within the firm period


#### Abstract

Lapse of the department in adhering to PWD Manual instructions and Government orders regarding finalisation of tender within firm period resulted in avoidable financial implication of $\boldsymbol{₹} 1.56$ crore.


According to the provisions of Kerala PWD Manual, consideration of tenders and the decision thereon should be completed well before the date of expiry of the firm period noted in the tender so that the selection notice is sent on or before the expiry of the firm period ${ }^{13}$. In case, selection notice is not issued before the expiry of the firm period, the bidder's offer would stand nullified automatically. In order to avoid such delays, Government had issued (May 2007) instructions prescribing time frame for completion of processing of tenders at various stages. Accordingly, the department shall place the tender before the Government within six weeks from the date of opening of tender followed by its submission before the Government Tender Committee (GTC) within seven days. After approval of proposal by GTC, order shall be issued within one week. The GOK, Finance Department had issued orders (January 2010) that in cases where tender amount is in excess of 10 per cent of Local Market Rate ${ }^{14}$ (LMR), justification should be submitted along with the tenders.

The Secretary (PWD) issued (December 2011) Administrative

[^7]Sanction (AS) to the work 'Improvements to Kodumba-Padalikkadu Canal bund road from km 0/000 to 8/200’ in Palakkad district at a cost of ${ }^{`} 5.10$ crore. Based on Technical Sanction (TS) given by CE, the Superintending Engineer, PWD, Roads and Bridges, North Circle, Kozhikode (SE) invited (January 2012) pre- qualification-cum-tenders (PQ) for works from eligible contractors, fixing date of opening as 6 March 2012. The firm period of tender was 120 days i.e. up to 3 July 2012. Of the two bids received, one was pre-qualified (2 April 2012) by the Chief Engineers' Committee. The SE opened (10 April 2012) the financial bid of the pre-qualified contractor ${ }^{15}$ whose quoted rate was 14.89 per cent above the estimate rate. After processing the tender, the department accepted (April 2013) the tender rate quoted by the contractor after delay of eight months. In the meantime, the firm period had expired due to which the contractor was not willing (May 2013) to take up the work.

After failing to award the work due to the contractor's unwillingness, the department re-tendered (July 2013) the work which evoked no response. However, citing urgency of the work, the department invited (November 2013) negotiated quotations from 'A' class registered contractors for the work at the same estimate rates in terms of instructions contained in PWD manual. The only quotation received from a contractor ${ }^{16}$ was at 48.50 per cent above the estimate rate which was accepted (May 2014) by the Department at 45.43 per cent above the estimate rate as recommended by the Committee of Secretaries. The work was awarded (May 2014) to the contractor for ₹7.24 crore. The work which was scheduled for completion by May 2015 had been extended up to February

[^8]2016. An amount of $₹ 5.05$ crore had been paid for the work done till September 2015.

Audit scrutiny relating to the first tender revealed that though the tenders were opened on 6 March 2012, the SE had furnished LMR justification only on 3 December 2012, after a delay of eight months as against six weeks as per guidelines. The delay in furnishing the LMR by SE resulted in delayed approval of tender by PWD and GTC. The LMR justification (December 2012) was 43.65 per cent above estimate rate. Audit observed that had the tender been accepted within the firm period, the work would have been executed by the first contractor at a cost of ₹ 5.68 crore as against agreed value of ₹ 7.24 crore.

On this being pointed out, the SE stated (August 2014) that the delay in forwarding tenders to PWD was due to the delayed response of the first contractor to negotiations. The reply was not tenable due to the reason that had the SE prepared LMR justification soon after the opening of financial bid, it would have been evident that the tender excess of 14.89 per cent above the Estimated Probable Amount of Contract offered by the first contractor was far below the LMR (December 2012) of 43.65 per cent.

Thus, the non-approval of the first tender by the department within the firm period due to non-preparation of LMR in time and delay in submission of tender documents adhering to the time schedules as per guidelines resulted in avoidable financial implication of $₹ 1.56^{17}$ crore which call for fixing of responsibility of the officials at fault for the inordinate delay in finalising the tender and initiate appropriate action

[^9]against them.
[Note furnished by the Government on the above audit paragraph is included as Appendix II.]
35) Regarding the audit paragraph, the executive Engineer (Design \& Bridges) PWD admitted that the first tender work was not finalised within the firm period due to the delay occurred in the preparation and submission of LMR Comparison Statement. He added that PWD had modernised the system of LMR justification estimate through 'PRICE Software' and the delay would be eliminated in future by the implementation of the new system. But the Committee was not satisfied with the explanation given by the department on the particular case and decided to recommend that disciplinary action should be taken against the officers responsible for the delay and resulted in loss to public exchequer and to report it to the Committee within one month.

## Conclusion/Recommendation

36) The Committee observes that the first tender work was not finalised within the firm period due to delay occured in the preparation and submission of LMR comparison statement resulted in huge lose to the exchequer to the tune of ₹ 1.56 Crore. Hence the Committee opines that it could not be condoned and recommends that disciplinary action should be taken against the officers responsible for the delay.
[Audit Paragraph 5.11 contained in the report of the Comptroller and Auditor General of India (Economic Sector) for the year ended 31 ${ }^{\text {st }}$ March 2015.]

## Double payment to the contractor for same work through

## Hand Receipts

> Failure to exercise required verification by PWD resulted in double payment for executing an item of work in the construction of Mythrakadavu bridge across river Chaliyar in Malappuram District.

Article 40 (b) of the Kerala Financial Code provides that every Government servant who incurs or authorises the incurring of any expenditure from public funds should see that the expenditure should not be prima facie more than the occasion demands. He is expected to exercise the same diligence and care in respect of all expenditure from public money under his control as a person of ordinary prudence would exercise in respect of the expenditure of his own money.

Superintending Engineer, Roads \& Bridges, North Circle, Calicut, (SE) had executed an agreement (March 2011) with Shri.V.P.Mohammad Ayub, contractor, Erahikode, Edavana, Malappuram District, for the construction of Mythrakadavu bridge across river Chaliyar in Malappuram District. The work was executed by the Executive Engineer, Roads Division, Manjeri (EE).

Audit of vouchers (July 2015) of Public Works Department transactions (PWD) in the office of the EE revealed that the EE had made (July 2015) a payment of ₹14.93 lakh through a Hand Receipt (HR) prepared by the Assistant Engineer, Bridges Section, Manjeri (AE) and verified by the Assistant Executive Engineer, Bridges Sub Division, Manjeri (AEE) for an item of work "cutting and breaking into small pieces of boulders size during sinking of wells and seating of well - pier-2". The
payment recorded at page 35 of Measurement Book No.7732, was made through the Bill Discounting System (BDS) and adjusted in the Monthly Account of July 2015 through a Transfer Entry (July 2015). The EE made (July 2015) payment based on the sanction accorded in respect of an item of work in the Daily Labour Report by the Chief Engineer, Roads \& Bridges (CE), Thiruvananthapuram.

As the sanction was more than two years old, a further scrutiny in Audit revealed that a total amount of $₹ 55.12$ lakh (including the amount of ₹ 14.93 lakh related to the work) was paid during July 2015 for executing the item and that the amount of ₹ 14.93 lakh had already been paid earlier during May 2013 (CBV 150Dn of May 2013) based on the same sanction for executing the same item. Both the payments, i.e. May 2013 and July 2015 were made through HR prepared by the then AE and verified by the then AEE and recorded on Page 6 of Measurement Book No. 9360 .

Further Audit investigation revealed that only one Daily Labour Report (DLR) was sanctioned in the Divisional records to support the payment of ₹14.93 lakh (May 2013). No DLR was available to support the second payment of July 2015 which confirmed that payment of ₹14.93 lakh made to the contractor during July 2015 through the BDS was double payment. On this being pointed out by Audit (December 2015), the EE admitted the double payment and got the amount remitted from the contractor in December 2015.

Audit of Internal Control Mechanism of the office of the EE, further revealed that the office was neither maintaining nor monitoring the requisite Control Registers as stipulated in Kerala Public Works Account Code Para No.10.5 (Works Abstract), Para Nos.10.6 and 5.3.3 (Works

Register), Para No.10.7 (Contractors’ Ledger) and Para No.22.2.7 (Miscellaneous Sanction Register). The AE was, thus, not exercising any preliminary checks on the contractors’ claims. Thus, disregard for the mandatory checks of consulting previous records by the EE led to double payment of ₹ 14.93 lakh for the same work.

Further, the double payment of July 2015 was made through the newly introduced Bill Discounting System (BDS). The Finance Department (FD) transfers the details of only those Bills into the BDS database which are processed and recommended by the CE in 'EMLI ${ }^{18}$ software and for which the FD had agreed to issue a Letter of Credit (LoC). The fact that the LoC for the payment of ₹14.93 lakh was issued by the FD in July 2015 and that the payment of July 2015 occurred through BDS, confirmed that the claim of the contractor was processed and recommended throughout the entire chain of authorities from the AE level to the CE level and that none of the authorities could detect the double payment being attempted. This revealed as under.

- a weak Internal Control Mechanism in the Roads and Bridges wing of the PWD;
- recovery of double payment in this case was at the instance of Audit but no action has been taken against the officials responsible for this. Besides, the present system gives scope for such double payments escaping detection in future; and
- The software EMLI was not able to detect the fact that a Letter of Credit had already been generated against the same sanction at an earlier date.

In this respect, Audit recommends as under:

[^10]1. The commission of double payment coupled with the weakness of the Internal Control Mechanism of the Department requires thorough investigation, preferably by Vigilance authorities to pre-empt any intentional negligence/fraud;
2. The software 'EMLI' may be modified so that only one Letter of Credit is generated against a sanction and any further attempt to generate Letter of Credit on the same sanction would be rejected by the system automatically; and
3. The payment of huge amounts through HRs (KPW Form 24), instead of the Forms KPW 22 (for making first and final payment to contractor) or KPW 23 (for making running payments), may be discouraged as the HRs lack the basic control measures and accountability provisions as compared to Forms KPW 22 or 23 which help to pre-empt irregular payments.

During Exit Conference, the Chief Engineer stated that this was the first instance and no other case of double payment was currently known to the Department. As regards enquiry about such instances taken place in other Divisions also, the Secretary to Government stated that assurance could be furnished only after an investigation in the matter. Thus, thorough investigation is required in the matter to guard against the recurrence of such serious lapses in future.
[Note furnished by the Government on the above audit paragraph is included as Appendix II.]
37) Regarding the audit objection, the Executive Engineer (Design \& Bridges) PWD informed that when the duplication in payment was detected, immediately the department issued an order to recover the excess amount paid and the contractor remitted the excess payment on the same day. Hence
no financial loss was sustained by government and departmental action was taken against the officials responsible for this.
38) With regard to the program of rectification of the software EMLI the Joint Secretary PWD, informed that they had discussed the matter with finance department and NIC.
39) The Committee observed that double payment and weak internal control mechanism existed in the Roads and Bridges wing of the PWD and needed a thorough investigation. The Committee directed the inspection wing of the Finance Department to conduct an enquiry for such instances that might have taken place in other PWD divisions. The Committee also directed the Public Works department to look into the matter seriously and the recurrances of such serious lapses should be avoided in future.

## Conclusion/Recommendation

40) The Committee observes that double payment and weak internal control mechanism exists in Roads and Bridges wing of the Public Works Department that needs to be investigated thoroughly. The Committee directs the inspection wing of the Finance department to conduct an enquiry for such double payment that might have taken place in other PWD divisions. The Committee also directs the Public Works department to look into the matter seriously and the recurrences of such serious lapses should be avoided in future.

Thiruvananthapuram, $16^{\text {th }}$ March, 2022.

## SUNNY JOSEPH,

 CHAIRMAN,COMMITTEE ON PUBLIC ACCOUNTS.

## APPENDIX I SUMMARY OF MAIN CONCLUSION/RECOMMENDATION

| Sl. <br> No. | Para <br> No. | Department concerned | Conclusion/ Recommendation |
| :---: | :---: | :---: | :---: |
| 1 | 21 | Public works | The Committee criticised the department in according administrative sanction for construction of Varamkadavu Bridge and approach road without proper soil investigation and in allowing inadmissible payment to the contractor by treating the earth works as extra item. The Committee directs the department to avoid such delinquencies and to take strict measures not to repeat such instances in future. |
| 2 | 25 | Public works | The Committee understands that the old Menonpara bridge collapsed in 2010, and the Government accorded AS in 2012 for the reconstruction work without inviting open tenders. During the actual execution, the Chief Engineer revised the rate of the extra item due to error in calculation of hire charges for piling plant. The Committee noted that once the rates had been accepted and the agreement was finalised and signed, the revision of rates on the grounds of errors in sanctioned estimates could not be permitted. The Committee opines that the |


|  |  |  | revisions of agreed rates had no basis and the original rates should have been applied for the increased length of piles and the awarding of work to KSCC without inviting open tender against PWD manual provisions had no justification. The Committee observes it as a fraudulent act and directs the department to look into the matter seriously and take disciplinary action against the officials responsible for it. |
| :---: | :---: | :---: | :---: |
| 3 | 32 | Public works | The Committee observes that it was clearly a wasteful expenditure to construct fender piles at Thadikkakadavu Bridge which resulted in the loss of $₹ 3.12$ crore to the exchequer. The Committee suspects collusion between contractor and department officials in undertaking and completing such an unnecessary work. The Committee decided to warn the Department and to make sure that such flaws are not repeated in future, which if repeated, will force the Committee to make strong recommendations. |
| 4 | 34 | Public works | The Committee opines that the special conditions of contract stipulate that the rate quoted shall be inclusive of all the operations contemplated in the specification and tender schedule which covers the incidental work also. The Committee directs the department |


|  |  |  |  |
| :--- | :--- | :--- | :--- |
| 5 | 36 | Public works | to ensure that the agreement to be executed <br> for a work should be comprehensive enough <br> to include all the incidental items that are <br> essential for the proper execution of work. |
| The Committee observes that the first tender |  |  |  |
| work was not finalised within the firm period |  |  |  |
| due to delay occured in the preparation and |  |  |  |
| submission of LMR comparison statement |  |  |  |
| resulted in huge lose to the exchequer to the |  |  |  |
| tune of ₹1.56 Crore. Hence the Committee |  |  |  |
| opines that it could not be condoned and |  |  |  |
| recommends that disciplinary action should |  |  |  |
| be taken against the officers responsible for |  |  |  |
| the delay. |  |  |  |$|$| Public works | The Committee observes that double <br> payment and weak internal control <br> mechanism exists in Roads and Bridges wing <br> of the Public Works Department that needs to <br> be investigated thoroughly. The Committee <br> directs the inspection wing of the Finance <br> department to conduct an enquiry for such <br> double payment that might have taken place <br> in other PWD divisions. The Committee also <br> directs the Public Works department to look <br> into the matter seriously and the recurrences <br> of such serious lapses should be avoided in <br> future. |
| :--- | :--- |
| 60 |  |

## 42. <br> APPENDIX II Notes Furnished By Government RMT ON RECOMMENDATION ON PARA 5.6-Report of PAC (2014-16) for the year ended March 2015 (Economic Sector)- REGARDING

PARA
REPORT
5.6

Report of
PAC
(2014-16) ended of NH is entrusted to work of construction reimbursement of amoumts. March 2015 agency basis under the provisions of Article First four works in (Economic nine percent agency charges are for which Sl.NO.5,6,7,8,9,10 and 11 Sector) State Government from Merthe claimed by were arranged on the basis of State Government is confin. The role of GO(Rt) No.1540/2011/PWD maintain, upgrade and improve mainly to dated 09.11 .2011 charging to quality of existing NHs and the riding state exchequer. The works ordinary annual repairs. carry out noted in Sl.No 15 was also

Up to 31 st March 2003, the State arranged following the issue Government was to initially State of GO(Rt)1139/2013/PWD expenditure on enstriatly incur dated 23.08.2013. maintenance of NHs and then and The works no.10,12,13, reimbursed from MoRTH. With effect get it 14,16 and 17 were arranged 1 April 2003, the system was changed by Departmental officers due Direct Payment Procedure (DPP) by Ned to to grave circumstances for all NH works under the major head similar to calming situations 5054 and Special repair and per head which gave rise to renewal / improvement of Riding works under transactions under DPP, therefore, do not 12 and 2014 the period 2011 involve the State Government budgetary band 2014-2015 there had sanction. For Ordinary Repairs (ORs) ary been public protest over Flood Damage Repairs (FDiss), (ORs) and deplorable conditions of NH system was continuing. As such, previous in the Stace. The protests works undertaken as Ors and FDRs the NH were mostly justifiable. require prior sanction by MoRTH do not Execution of work through execution.

Scrutiny of records (between to restore the roads in a December 2011 and October 2015) in, five meaningful way seemed offices of NH wing of Pubic Works almost unfeasible. Department(PWD) revealed that 17
works(appendix 5.1) were executed during A high level meeting the period 2011-12 and 201 4-I5 treating convened by Principal them as ORs, based on the sanctions of Secretary PWD on State Government only and claimed 29.10.2011 and 09.11.2011 reimbursement from MoRTH (between to sort out the issue at hand. January 2012 and June 2014) projecting Decision emerged was to them as ORs. The M o R T H disallowed (between March 2012 and Sep 2014) the claim for reimbursement stating that the arrange unavoidable works as state works and later submit works executed were not ORs but Original reimbursement to see if Works requiring prior sanction of MoRTH before execution. The claims thus disallowed amounted to 68.10 crore which the State Government had to bear from its own budgetary resources. Besides, the State also could not claim agency charges a mounting to 6.13 crore.

Thus, the department failed to adhere to the guidelines of MoRTH while making claim for reimburs ement $o f$ expenditure incurred on the maintenance of NHs and consequently burdening the State exchequer to the extent of 74.23 crore

Government replied that the department had arranged the works due to poor condition of NHs in the State and inadequacy of fund / sanction from only an expectation coming Government of India it was also stated that to get the shape of reality. the works undertaken were ORs not Hence it is requested to drop requiring prior sanction from MoRTH. The the para.
reply is not tenable as the works executed were not Ordinary Repair works but were Original Works as remarked by MoRTH while scrutinizing the claim for reimbursement. Further, these Original Works required prior sanction from MoRTH obtained.

The MoRTH returned the claim without reimbusement. The State was not sure about getting the money back.At the outset the State was prepared to bear the cost if MoRTH reimbursement had not materialized.The intention was to make NH traffic worthy. The thinking was " if MoRTH reimburses, well and good" otherwise the state will bear the cost'.

The disallowed amount is not so in normal sense. It is only an expectation coming to get the shape of reality.
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# REMEDIAL MEASURES TAKEN STATEMENT ON THE REPORT OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA FOR THE YEAR ENDED 31 ${ }^{\text {st }}$ MARCH 2015 (ECONOMIC SECTOR) 

| Para <br> No | Recommendation | Remedial Measures Taken |
| :---: | :---: | :---: |
| 5.10 | Extra expenditure due to non-finalisation of tender within the firm period. <br> Lapse of the department in adhering to PWD Manual instructions and Government orders regarding finalisation of tender within firm period resulted in avoidable financial implication of $₹ 1.56$ crore. <br> According to the provisions of Kerala PWD Manual, consideration of tenders and the decision thereon should be completed well before the date of expiry of the firm period noted in the tender so that the selection notice is sent on or before the expiry of the firm period. In case, selection notice is not issued before the expiry of the firm period, the bidder's offer would stand nullified automatically. In order to avoid such delays, Government had issued (May 2007) instructions prescribing time frame for completion of processing of tenders at various stages. Accordingly, the department shall place the tender before the Government within six weeks from the date of opening of tender followed by its submission before the Government Tender Committee (GTC) within seven days. After approval of proposal by GTC, order shall be issued within one week. The GOK, Finance Department had issued orders (January 2010) that in cases where tender amount is in excess of 10 per cent of Local Market Rate(LMR), justification should be submitted along with the tenders. | Pre-qualification tender for the work "NABARD RIDF XVII Improvements to Kodumba - Padalikkad Canal Bund Road $\mathrm{Km} 0 / 000$ to $8 / 200$ " in Palakkad District was invited by the Superintending Engineer, PWD North Circle, Kozhikode on 06.03.2012. Financial bid of the prequalified bidder was opened on 10/04/2012 and the rate quoted by the bidder M/s. P K Construction Company was $14.89 \%$ above estimate rate. With the intention to reduce the quoted rate further on negotiation, efforts were made to get it reduced vide Superintending Engineer's office communication to the bidder on 13/04/2012 and $04 / 05 / 2012$. But the bidder responded to that only on 17/05/2012 and reported that they were not willing to reduce the rate further. The tender documents were submitted by the Chief Engineer (Roads \& Bridges) to Government on 26.06 .2012 . The delay in submitting the tender for acceptance was due to the efforts taken to negotiate with the bidder to get reduced the quoted rate. Government directed the Chief Engineer (Roads \& Bridges) to submit the LMR comparison statement for the work vide letter dated 31.07.2012 and the Chief Engineer (Roads \& Bridges) submitted the same to Government on 18.12.2012. <br> As per G.O (Rt) No. 519/2013/PWD dated 08.04.2013, the tender in favour of M/s. P.K. Construction Company |

Administrative Sanction (AS) to the work 'Improvements to Kodumba - Padalikkadu Canal bund road from km 0/000 to 8/200' in Palakkad District at a cost of ₹5.10 crore. Based on Technical Sanction (TS) given by CE, the Superintending Engineer, PWD,Roads and Bridges, North Circle, Kozhikode (SE) invited (January 2012) pre-qualification-cum-tenders (PQ) for works from eligible contractors, fixing date of opening as 6 March 2012. The firm period of tender was 120 days i.e. up to 3 July 2012. Of the two bids received, one was pre-qualified (2 April 2012) by the Chief Engineers' Committee. The SE opened (10 April 2012) the financial bid of the pre-qualified contractor whose quoted rate was 14.89 per cent above the estimate rate. After processing the tender, the department accepted (April 2013) the tender rate quoted by the contractor after delay of eight months. In the meantime, the firm period had expired due to which the contractor was not willing (May 2013) to take up the work.

After failing to award the work due to the contractor's unwillingness, the department re-tendered (July 2013) the work which evoked no response. However, citing urgency of the work, the department invited (November 2013) negotiated quotations from ' $A$ ' class registered contractors for the work at the same estimate rates in terms of instructions contained in PWD manual. The only quotation received from a contractor was at 48.50 per cent above the estimate rate which was accepted (May 2014) by the Department at 45.43 per cent above the estimate rate as recommended by the Committee of Secretaries. The work was awarded (May 2014) to the contractor for $₹ 7.24$ crore. The work which was scheduled for completion by May 2015 had been extended up to February 2016. An amount of ₹5.05
was accepted at $14.89 \%$ above estimate rate (Revised SOR 2010). But the firm period of the work was expired and the contractor was not willing to extend the firm period and to take up the work. The work was re-tendered by the Superintending Engineer but there was no response from contractors. Meantime schedule of rates was revised twice ie., SOR 2012 and DSR 2013. Considering the delay on revising the estimate based on prevailing SOR and poor response from bidders, negotiated quotations were invited and the quotation received from $\mathrm{M} / \mathrm{s}$. P.G Construction, Mezhathur, Thrithala, Palakkad was accepted by Government @ 45.43\% above estimate rate vide G.O (Rt) No. 370/2014/PWD dated 04.03.2014.
'Audit observes that though the tenders were opened on 06.03.2012, the Superintending Engineer furnished LMR justification only on 03.12.2012, after a delay of eight months as against six weeks as per guidelines. The delay in furnishing the LMR by Superintending Engineer resulted in delayed approval of tender by the Government. The LMR justification (December 2012) was 43.65 per cent above estimate rate. If the tender had been accepted within the firm period, the work would have been executed by the first contractor at a cost of $₹ 5.68$ crore as against agreed value of ₹7.24 crore.

The first tender for the work in favour of M/s. P.K. Construction Company @ $14.89 \%$ above estimate rate was not finalized within the firm period due to the delay occurred in the preparation and submission of LMR comparison statement by the Superintending Engineer as observed by the audit. But it may be noted that the LMR
crore had been paid for the work done till September 2015.

Audit scrutiny relating to the first tender revealed that though the tenders were opened on 6 March 2012, the SE had furnished LMR justification only on 3 December 2012, after a delay of eight months as against six weeks as per guidelines. The delay in furnishing the LMR by SE resulted in delayed approval of tender by PWD and GTC. The LMR justification (December 2012) was 43.65 per cent above estimate rate. Audit observed that had the tender been accepted within the firm period, the work would have been executed by the first contractor at a cost of ₹5.68 crore as against agreed value of ₹ 7.24 crore.

On this being pointed out, the SE stated (August 2014) that the delay in forwarding tenders to PWD was due to the delayed response of the first contractor to negotiations. The reply was not tenable due to the reason that had the SE prepared LMR justification soon after the opening of financial bid, it would have been evident that the tender excess of 14.89 percent above the Estimated Probable Amount of Contract offered by the first contractor was far below the LMR (December 2012) of 43.65 per cent. Thus, the non-approval of the first tender by the department within the firm period due to non-preparation of LMR in time and delay in submission of tender documents adhering to the time schedules as per guidelines resulted in avoidable financial implication of $₹ 1.56$ crore which call for fixing of responsibility of the officials at fault for the inordinate delay in finalising the tender and initiate
comparison statement was prepared manually by the Assistant Engineer at the section office level, then it is scrutinized by the Assistant Executive Engineer at Sub Division level, Executive Engineer at Division level, Superintending Engineer at Circle Level and then by the Chief Engineer before submitting it to Government. For speedy preparation of LMR justification estimate, PWD started publication of those rates in the website from 01.07.2014. The above work was tendered and LMR preparation was done prior to this period. Considering time delay caused due to routine works of field staff and to avoid recurrence of such incidents in future, PWD has now modernized the system of LMR justification estimate through "PRICE" Software". The time delay associated with the preparation of LMR comparison statement could be eliminated by the implementation of the new system.


GOVERNMENT OF KERALA
Remedial Measures Taken Statement on Para no. 5.5,5.7,5.8,5.9 \& 5.11
in the Report of the Comptroller and Auditor General of India on economic Sector for the year ended in March 2015

Para No.
5.5

Recommendation
Inadmissible payment to contractor on balance items of bridge works.

Irregular revision of rate of items mentioned in the agreement scheduled by treating them as extra items and non - availing of agreed tender rebate while making payments thereon to the contractor resulted in undue benefit of Rs. 1.09 Crore to the contractor.

As per clause 23 (c) of Notice Inviting Tenders (NIT) extra items of work are those which are not expressly or impliedly described in the schedule, plans or specification. Those items of work which though highly necessary for the proper execution of the work and its completion. If not provided for in the original contract, can be treated as 'extras'.

Further, as per Clause $3(\mathrm{~b})$ of NIT, the overall percentage rate accepted and specified in the agreement shall not be varied on any account whatsoever.

The Superintending Engineer, PWD, Roads and Bridges, North Circle, Kozhikode (SE) had awarded (April 2009) the work "construction of bridge at Varamkadavu in Chelora Grama Panchayat in Kannur district (balance work)" to a contractor at 21.80 percent below estimated amount of Rs.2.64 Crore.

Action Taken by the Government
The original estimate of work of Varamkadavu bridge consists of bridge proper which includes the construction of bridge structure such as foundation, sub structure and superstructure based on the detailed design after conducting sub soil investigation only at abutment and pier points. No sub soil investigation was conducted along approach connections which is passing through waterlogged, marshy areas and also through places submerging during tidal effects. The original Administrative Sanction was issued based on a rough cost estimate for the work without any detailed sub soil investigations done at site. So the Administrative Sanction amount was not sufficient to cover all the provisions for the construction of bridge proper, whose estimate was as per design prepared after obtaining the Administrative Sanction. The balance amount left from the Administrative Sanction amount was given for the construction of approach roads. So only minimum provision of earth filling for forming approach roads based on tape measurements were given in the original estimate. The first estimate submitted was for the construction of the bridge and its approaches that got TS only for Rs.225.50 Lakh, which was not sufficient for the complete raising of the approach road after provisions for the bridge proper was given. Hence the earth quantity was reduced by reducing the height of the formation. The quantity in the estimate was arrived to 14380 m 3 Later when the revised estimate was submitted, the

The items of work included in the original agreement provision for the improvement of the approach road schedule for formation of approach roads to the bridge was increased by giving proper provisions like structure which was completed in March 2005 consisted increasing the height of the embankment over the of earthwork for forming high embankment for approach MFL and also by providing more width to the roads and ground improvement works using non-woven embankment to enable smooth and safe flow of traffic geo - textiles, woven geo - textiles and Pre -fabricated over the embankment. Thus the quantity of the earth Vertical Drain (PVD).
was increased to 21254 m 3 . Further during the progress of the work, it was decided to extend the
During execution of the work, these items were treated as extra items and their rates enhanced, by executing Supplementary $1 \times 500 \times(13+8) / 2 \times 2.4=12600 \mathrm{~m} 3$. This was added agreements by the $S E$ with the contractor. The up to the earlier submitted quantity of 21254 m 3 and contractor had agreed to execute these extra items at 21.80 per cents below estimate rate. The work was completed in May 2011. The contractor was paid an amount of Rs.3.81 Crore in five part bills as of December 2015

Audit scrutiny revealed that:

* The above items of work were expressly mentioned in the Agreement executed by the contractor for the balance work. So as per clause 23 (c) of NIT they could not be treated as extra items. However, in violation of this provision, SE had treated them as extra items and revised (November 2009/March 2010) their rates.
** The Executive Engineer, PWD Roads division, Kannur (EE) did not apply tender rebate from the payments made to the contractor on the extra items even though it was agreed in the supplementary agreements executed. This was in violation of the rules on application of overall tender percentage contained in the NIT.

The above violations resulted in inadmissible payment of Rs.1.09Crore to the contractor, which amounted to: undue benefit extended to him, as shown in the table below. the final quantity in that estimate was arrived to be 33854 m 3 that was rounded to 34000 in the estimate. When the K.S.C.C. failed to form approach road without doing any ground improvement works at the! site, the opinion of Geo-tech expert was sought. He studied the sub soil conditions at site which consists of deep layer of soft, highly compressible clay with high water content and proposed ground improvement works using prefabricated vertical drains (PVD) with Geo textiles in order to accelerate the primary settlement due to consolidation process dissipating pore water pressure from clayey strata and thereby attaining rapid strength increase in the sub soil. The initial levels were taken before commencing the ground improvement works. The settlement of the clayey sub soil underneath the ground level will start only after preloading over the embankment portion and the settlements were measured using settlement gauges fixed at interval installed at the ground level. The design of the ground improvement is based on achieving $90 \%$ consolidation: in the time prescribed and the final settlement is measured using settlement gauges. So the final quantity of earth filling could be known only after completion of the settlement after a time interval and completion of the final embankment construction This could not be assessed by while estimation. The

when the matter was pointed out (June 2013). Goverment replied (October 2014 ) as unde!:
behaviour of the clayey strata is highly complex in nature and depends on the properties of the clayey soil which varies from point to point. So study of the extract quantity of the settlement and behaviour of the clay underneath the fomation and its design will take more time and involves serious task for conducting detailed study of the various properties of the clayey strata on the entire formation areas.

Later during execution when the case of heaving of soil occurred it was decided to opt for PVD installation on the approaches. This required compaction of the earth fill to accelerate the primary settlement by dissipating pore water pressure from clayey strata through the PVD. This led to unaccounted sinkage of: the earth that was filled for embankment formation. This could not be accounted through level calculation, as the sinkage was happening exorbitantly to drain out the water from the clay beneath. So in order to account for this, some sinkage quantities weré included in the estimate. Due to this natural phenomena the contractor was not willing to continue with the work unless his desired compensation was given.

The approach road alignment is through marshy waterlogged portions having tidal effects. So while progress in the earth filling, there was loss of earth dumped filling, due to initial mixing with loose marshy top clay layer and losses due to tidal effect and this quantity was calculated as $25 \%$. The loss of dumped earth on sides could not be stopped as it was not possible to do side protection works at the toe of embankments before attaining the final settlement. This $25 \%$ loss in quantity was approved by Chief Engineer.

The Government sanctioned $25 \%$ increase in rate for earth filling zfter Chief Engineer recommended the
*revision of rates in earth work was in lieu of wastage of earth during execution. Further, the estimate rate for earth work was adopted without applying tender rebate, a it was an extra item and,
*the ground improvement materials viz, geo-textiles and PVD were brought from abroad and that an approximate rate taken from earlier executed work was adopted in the estimate. Eut, when order was placed for these materials at the time of execution, their rates had increased. Further, these were not items included in the Schedule of rates, but were market rate components for which tender variation was not applied.
The reply of Government was not tenable due to the following reasons:-

* Earthwork for formation of approach roads was an item expressly provided in the original agreement schedule. Hence, revision of its rate by treating it as an extra item was a violation of the condition of NIT. Moreover, the contractor had clearly agreed in the supplementary agreement that the tender rebate of 21.80 per cent was applicable for this extra item.
**Similarly, the items for ground improvement work were also expressly provided for in the schedule of the balance work.So, the contractor had quoted his rates accordingly with tender rebate. Hence, classifying them as extra items of work and enhancing their rates was a clear violation of the NIT provision.
$\cdots$ Further, as per NIT, it was the duty of the contracto: to ensure availability of materials before quoting his rates. Hence, the contractor was no: eligible for rate revision on account of non-avs:ribility of
revised rate in lieu of wastage of earth during execution. The $25 \%$ excess rate was allowed as per order No.CE/R\&B/KNR/ 16956/2002 dated, 22.10.2009 and in this order it was sanctioned as extra item. As per order No CE/R\&B/KNR/ 16956/2002 dated, 09.10.2009 of Chief Engineer(copy enclosed) it was ordered to give estimate rate for all extra items. Hence the original rate of Rs. 1939/10ma was revised to Rs.2424/ 10 m 3 and this was in order. Meanwhile the excess rate increase by $25 \%$ of its application without applying tender rebate was as per the order of Government approved after recommendation of Chief Engineer.

The reasons that attributed for the enhancement of the quantities of earth filling is different in each situation starting from the original estimate preparation till the end of final formation of embankment. There is no loss to Government due to this, as correct stable and more advanced technology which was also a new technology in the stage PVD was adopted in the construction. An alternative to this method is by increasing the length of bridge spaning over the entire water logged marshy portions which will be more expensive than the ground improvement works. At the time of execution the availability of good earth become a serious issue due to high public protest against cutting hill slopes garden lands etc Hence it became a difficult task for the contractor to obtain good quality and the source mentioned, in the sanctioned estimate has to be changed and additional conveyance even from remote places were sought for.

Hence the earth filling was approved by Chief Engineer as extra items. The earlier proposal that was put forward by
the soil investigation team in their report was for driving the PVD at a spacing of 1.3 m length wise and
materials and variation in market rates. In this case also, 1.12 in breadth wise. But even after the installation the department failed to avail the benefit of tenderiof the same, slight sinkage was found in the rebate agreed by the contractor. Thus, the action of the embankment. Hence the site was inspected by the Department in enhancing the rates of items expressly; Superintending Engineer and he proposed to provide mentioned in the agreement schedule by treating them/with closer intervals of PVD of the range of 60 to as extra items in violation of the NIT provisions and 70 cm . It was also verified by him that the actual non-availability of agreed tender rebate on those items depth of the PVD driven was in the range of 14 m than resulted in extending an undue benefit of Rs.1.09 Crore the earlier estimated length of 10 m . This has been clearly stated in the SE's certificate and the CE's order. These variations during the execution have led to the abnormal deviation from the estimate quantity. Moreover the rates of the PVD and Geotextiles were got approved by the Chief Engineer as per order No.CE/R\&B/KNR/16956/02 dated 18/03/2010(copy enclosed). In the order it was clearly stated that these may be treated as extra items. Moreover as per an earlier order of the same number and dated 09/10/2009, it was stated that the extra items can be given market rate without applying the tender below, which was as per the tender conditions. PVD technology had just arrived in India during those times and there were not many agencies that dealt with this. The materials for the same were to be imported from foreign countries. Hence the rates for! the same depended on the daily variations of the dollar rate of rupee rate. Hence when the quotation was called for the PVD, only one agency had quoted with an acceptable rate. Hence the rate of this item could only be taken as market rate, for which the item was made, as extra item, since the market rate varied exorbitantly. The quotation rate was approved as said earlier, by the Chief Engineer.

The close watching of the site execution of PVD driving has also resulted in informing in the higher authority of the insufficient spacing and thus changing the pacing for better result. Considering, all the above reasons, the audit objection may please be dropped
$-51-$

Regarding the work without tender and providing undue benefit to contractor.

The exectuion of work without tender process and unwarranted revision of agreed rates by PWD extended undue benefit of Rs. 92.32 lakh to the contractor.

As per para 2003 of Kerala Public Works Department Manual, works shall normally be awarded through open tenders after getting administrative and technical sanction and ensuring provisions of funds in the Budget.

Secretay to Government, PWD sanctioned (December 2012) reconstruction of the partially collapsed Menonpara bridge across Korayar river in NattukalVelanthavalam State Highway in Roads Division; Palakkad through $\mathrm{M} / \mathrm{s}$. Kerala State Construction Corporation Limited (KSCC) without inviting tender at an estimated cost of Rs. 10.15 crore to avoid delay in tendering process.

The Superintending Engineer (Roads and Bridges), North Circle, Kozhikode (SE). awarded (January 2013) the work to KSCC at a cost of Rs.9.31 Crore. The site was handed over (January 2013) to the contractor for completion of work in 18 months. PWD revised (March 2013) the sanction to Rs.18.30 Crore after including road improvement work of nine kms in place of three kms originally estimated. The work was completed in May 2014. The contractor was paid Rs. 17.49 crore up to June 2015.

One of the items of work included in the agreement schedule for the construction of bridge was 'Boring through all classes of soil 'for cast in situ bored piles with concrete mix M25, 20 metre internal diamete poncreting otherwise work will be delayed and will唯 anchoring of pilc in rock for a minimum depth of 50 . provided in the approved data of boring (Item No.4) centimeters etc. The work involved construction of 28 , Higher charges of piling rig and bentonite pump with piles, 12 mites tor piers eart hoving an average depth of accessories are wrongly entered as 275 per hour

- $52-$
nine metre and 16 piles for abutment each having an instead of 5126 per hour in the SOR 2012 (MORTH). average depth of 10 metre. The total length of piles was As the above work. was awarded not on the bask of estimated to be 270 in and the agreed rate was competitive tender and there is no contractor's profit Rs.16,344 per metre. However, during actual execution, allowed to the contractor, the data for the above item Chief Engineer PWD Roads and Bridges (CE) revised!was submitted to the Chief Engineer and the rate is (May 2013) the rate of the above item from Rs.16,344 to got approved.
Rs.34,017 per metre citing reasons such as increase in
average depth of piles from nine to 19 in due to non the above facts may kindly be got convinced and the availability of hard rock at the estimated depth, error in objection raised may kindly be dropped.
calculation of hire charges for piling plant and use of $M$
Sand due to scarcity of river sand. CE sanctioned (May 2013) the rate of above item as 'extra item' and SE executed (June 2014) a Supplementary Agreement for a total length of 549.85 m . An amount of Rs.1.87 Crore was paid (July 2014) to the contractor for the 'extra item'.

Audit scrutiny (February 2014) revealed the following:
*The bridge had collapsed in August 2010 and the Government decided to take up re-construction work only after a lapse, of two-and-a-half years of collapse. Awarding of work to KSCC only without inviting open tenders after two and-a-half years was lacking not only in justification but it was also against manual provisions which advocate transparency in selection of bidders through open competition.

* Items of work which do not form part of the original 'Agreement Schedule are treated as Extra items". In this case, the item "boring cast in situ piles", was already existing in the Agreement Schedule. As such, it cannot be subsequently treated as an "extra item".
* The contractor is expected, before quoting his rates, to inspect the site of the proposed work and assess the availability of specified materials. He is also expected to: get himself acquainted with the sanctioned estimate approved plans and drawings. Once his rates have been
accepted and agreement finalized and signed, he is bound by the same and
cannot claim its revision on grounds of errors in sanctioned estimates, un-availability or scarce availability of the specified materials etc.
* In the name of approving an 'extra item', the Department has resorted to revision of rates and specifications, after the award of work, on grounds of scarce availability of riversand', "error in calculation of hire charges of piling plant" and
made an extra payment of Rs.97.17 lakh to KSCC. The action of the department was wrong as the ground cited for their action were not valid.

Thus, undue revision of reate resulted in extra payment of Rs.97.17lakh to the contractor

Government replied (October 2015) that the work was entrusted to KSCC to avoid delay as the tendering procedure would have taken long time further, the rates for piling were revised as the depth of piling work had to be increased from 270 m to 549 m during execution. Besides due to non availability of good quality of river sand, the $M$ sand was substituted and that there was some mistake in preparation of data.

The reply of the Government was not acceptable because the period of two and a half years between the date of collapse of bridge and award of work for reconstruction was reasonably Adequate for completing all open tender formalities including invitation of competitive tenders so that the work could be awarded without compromising transparency instead of giving to KSCC only. Further, the revision of rates for piling was also not
acceptable as the rate agreed by the contractor for piling was per metre aind not for castina entire pile for a
specific length. Besides, rate once concluded in the' agreement signed by both the parties,
was not required to be revised.
Thus, unwarranted revision of rate resulted in extension of undue benefit of Rs.92.32 lakh to the sub contractor of KSCC.

Wasteful Expenditure on construction of tender In the original design for the construction of piles from bridgework Thadikkaddavu Bridge, there was no provision for Fender Piles. It is reported by the then officers that Department constructed tender piles for protecting a the proposal for providing Fender Piles for protecting bridge from the impact collision with bargers even the pier of the bridge came up during the execution of though bridge did not have scope for navigation of work in view of the alarming incidents of vessel hits to heavy vessels resulting in wasteful expenditure of Venduruthy Bridge Kochi in the past. The most Rs.3.12 Crore. convenient pier protection system used all over the world is the Fender Piles. With the increasing volume The Public Works Department (PWD) awarded the work of water transport, it was a common practice to of the construction of.'Thadikkakadavu Bridge' across protect the bridges from vessel impact with pier Periyar river by Roads division. Ernakulam for Rs.27.51 protection system. Hence a proposal for providing crore. The site was handed over (June 2012) to the! Fender Piles was included and the estimate for the contractor for completion of work in 18 months work had been revised. It is also seen from report that (December 2013). The work remained incomplete (July the work for the bridge was nearing completion during 2015 ) and the contractor had been paid Rs. 15.71 crore that lime. The design for the entire bridge had been (July 2015). completed by DRIQ and it is seen reported that considering the volume of work of design of other The bridge was designed to rest on a foundation of bridges pending in DRIQ, and as piling work for the bored cast-insitu piles, for which 2,650 metres of piles at bridge was nearing completion, it was necessary to a unit rate of Rs.27,056 per metre were planned. Duringisubmit the proposal for Fender Piles urgently so that it execution, the length of piles was increased to 3.220 could be constructed immediately after the piling of metres of which 729.79 metres were provided as tender the bridge, if the proposal is approved. It is also seen piles in a separate pile group, upstream and reported that since Fender Piles are not an integrated downstream of the bridge. The department stated that part of the bridge structure and as it is constructed the fender piles were required to protect the bridge from 15 m away from the pile cap of the bridge structure, the impact of collision from heavily loaded cargo boats; the design of the Fender Piles was made by a reputed moving from Nedumbassery airport to Kochi city. The structural consultant. The drawing is approved by the cost of construction of tender piles was Rs.3.12 crore. Technical Sanction Authority for the work and the proposal is seen included in the revised estimate for


Audit observed that though the original design of the bridge was approved (March 2012) by the Design Research and Investigation Quality Control Wing (DRIQ), under the control of Chief Engineer. (Designs) as stipulated in the PWD manual, the design of fender piles was approved (November 2012) by the CE himself, which means that the DRIQ was not involved in the change of design of fender piles.

It was further noticed that there was no specific request from various stakeholders/departments (KSINC, SWTD, IND etc.) regarding provision for fender piles. Moreover, the route identified for connecting Nedumbassery. airport with Kochi city passes through the southern arm of river Periyar, whereas the bridge was constructed on the northern arm as shown in the sketch attached.

Further, there was no infrastructure for anchoring of cargo boats anywhere near the Nedumbassery airport. Therefore, the construction of fender piles by adducing to safety concerns from barges/cargo boats was not tenable.

Audit also observed that the fender piles were made of concrete with no impact absorbing quality to provide protection either to the bridge structure or to the vessels in the event of a collision. Further, the top levelof fender piles constructed was much below the Maximum Flood Level (MFL) of the river. The fender piles would not be visible during flood, making it likely to cause damage to the piers of the bridge as well as the barges. Thus, the purpose of protecting the piers with the help of fenders was doubtful

On being asked, the Secretary, PWD replied (October 2015) that on account of concerns of polluting the drankmo water properts at Chowara and Aluva. Cochin
the work. In view of the above facts, the audit objection may please be dropped.
International Airport Limited (CIAL) shelved a proposal to develop the Southern branch of Periyar river as a waterway connecting CIAL to Kochi Seaport for cargo movement. An alternative proposal of developing the northern branch was under consideration of CIAL, and hence, the fender piles were constructed in anticipation of movement of heavy cargo vessels through the same.
The reply was not tenable in view of the confirmation provided by Irrigation Department that there were no plans of developing the Northern branch of Periyar River over which the Thadikkakadavu bridge is constructed as a waterway connecting CIAL with the Kochi Seaport. irrigation Department further confirmed that there were bottlenecks for large scale cargo movement from CIAL to Kochi city/seaport through the Northern branch, like insufficient vertical clearance of existing cross structures, insufficient width and depth in a five km stretch between CIAL and Chengalthode.
Thus, the decision to change the designs for providing fender piles was taken without assessing actual requirement and approval of the DRIQ Board which led to wasteful expenditure of Rs. 3.12 crore on construction of fender piles.

## Avoidable payment of sinking of wells foundation of four bridges.

The detailed estimate of all bridge works under audit enquiry were prepared adopting PWD standard data! and specification item No. 701 to 706 of chapter XV in
Separate payment amounting to Rs 2.28 Crore was' the PWD data book were approved for well sinking of made to the contractors by PWD outside the agreed rate abutment and piers of the bridges. The specification for removing obstacles encountered during sinking of of these items is given here under. wells for foundation of four bridges.
Sinking well in all soils other than rock to lines and The special conditions or contract stipulate that the rate levels ad plumb by scooping out from inside and quoted shall be inclusive of all the operations below the staining including use of dredgers or any! contemplated in the specification and tender schedule other appliance hire and labour for knetledge, jetting,
which covers the incidental work necessary for such dewatering blasting, vibrating or any other method operations. The conditions further stated that all items including removal of obstacles and dumping the spoils should be carried as per the relevant specification in the within a distance of 150 m . The size of obstacles, Madras Detailed Standard Specification (MDSS) which which were to be removed together with well sinking specifies that when the well has reached the required level care should be taken to see that it is seated properly.

Superintendent Engineer. Roads and Bridges, North Circle, Kozhikode (SE), had awarded - (March 2011 to
July 2012) four bridge works under PWD Roads Division, Manjeri at an estimated cost of Rs. 24.65 crore in Maläppuram district. As per the agreement schedule one of the items of work was sinking of reinforced cement concrete circular well in all classes of soil other than rock. The sinking process includes scooping of earth to linc, level and plumb from inside and below steming with dredgers and other appliances including removal of obstacles. The EE made extra payments of Rs. 2.28 crore to the contractors of four bridge works towards charges for cutting and breaking down boulders having the size of more than 40 dm 3 during sinking of wells and for seating of wells as shown below: operation has not been mentioned in the specification. But in the general note 5 given in the chapter XV of standard data book, the size of the obstacles are clearly mentioned that the unit rate for item 701 to 706 includes provision for removal of all obstacles except the following.

1. Boulders more than 40 dm 3 and logs of wood of more than 100 dm 3 in size which come under the cutting edge and inside the well and which have to be cut down or broken into small pieces for removal.
2. In the case of obstacles mentioned under note (1) extra shall be paid only for cutting down or breaking the obstacles into small pieces.
It is very clear from the specification and general note given in the standard data book that the rate for cutting down obstacles of size above 40 dm 3 , wooden logs, of size above 100 dm 3 and sinking well in rocks have not been included in item No. 701 to 706 of well sinking. And sinking wells through rock if any encountered during well sinking operation simultaneously together with well sinking operation, otherwise the contractor cannot continue well sinking operation and complete the work within time as this item of work is beyond scope of approved specification and terms of agreement provisions. This general note $S$ in Chapter XV of standard data book was included in the agreement schedule from long back ago and all contractors are well aware about this item and they had considered this during the time of tender quoting.Copies of the agreement schedule of ${ }^{\prime}$ bridges constructed during the period of 2013 is: enclosed.

Details of works showing extra payments made


The quantity of nature of work to be done of such items cannot be assessed while preparing either the estimate or agreement schedule since these items are invisible. Lump-sum provision are included in the sanctioned estimate and these items are executed on actual DLR basis by the department as and when encountered during well sinking. Approved detailed estimate and other design details etc are verified by the contractors and they are well known about these items of removal of obstacles other than included in well sinking items and considering this while quoting rate for the tender. No contractor's profit or tencier variations are allowed for executing these items of work. Hence the contractor has no monitory benefit of implementing these items and has not deviated/violated the agreed specifications.

Approved design of bridges insists seating of well foundation upon a levelled hard rock strata and well kerbes are to be anchored to a minimum 60 cm depth into hard rock. Undulated, soft and unweathered top layers of rock formations found in river beds are to be cut and removed to seat the well foundations as insisted in design. It is very clear from the agreed specification of well sinking items that the rate for cutting and removing rock has not been included in these items and these quite essential and inevitable items are to be carried out by the department separately on actual DLR basis simultaneously together with well sinking operation. Though the presence of obstacle can be noticed on core boring during sub soil investigation, exact Number, size, quantity and nature of work to be carried out for cutting and breaking down into pieces of these invisible obstacles can not be assessed for including the sanctioned estimate. Hence these items are being executed on actual DLR basis as and when encountered during well sinking. The work actually

As cari be seen from the above table, the percentage of extra payment comes to nearly four times the estimated cost of the agreed item of well sinking and this payment was made without following the usual tender procedure.

In this connection, Audit observed the following;
All works except the extra items were put to tender on 'percentage one basis' in which the quoted rate was inclusive of all operations contemplated in the specification and tender schedules including incidentals. The workab!e rate quoted by the bidder was inclusive of charges for removing boutders irrespective of their size. Therefore, the payment for cutting and breaking down boulders of more than 40 cm 3 size during sinking of abutments and pier wells and for sealing of wells on base, over and above the estimated cost was contrary to the provisions contained in the agreement.

Secietary. PWD stated (October 2015) that the approved design of bridges insisted seating of well foundation upon a leveled hard rock stratum and well kerbs were to be anchored to a minimum 60 cm depth into hard rock and that in order to seat the well foundations. the top layers of rock formations were to be cut and removed as mentioned in design and that the rates tor he ahove rock rutting works were not Moluded in tie agreed specification. Further, the reply siated that the genelai note in Standard Dain Book
done are often exceeded from nominal lump sum provision as there are limitations to include lump sum provision in sanctioned estimate. After preparing the DLR, it is submitted to higher authorities for according sanction. Revised estimate incorporating all the deviated items are prepared and got approved and regularized from the compstent authorities before final payment.

After adopting the MORTH data in Kerala PWD, this DLR item is changed to rate for sinking in soft rock and rate for sinking in hard rock as per MORTH: specification.

In view of the above facts the audit objection may please be dropped.
permitted the payment for cutting down boulders of size above 40 cm 3 and wooden logs of size above 100 cm 3 encountered during well sinking.

The reply of the Government was not tenable as the quoted rate was inclusive of all operations contemplated in the specifications and tender schedules including incidentals. The specification in the tender schedule and agreement schedule for the item of well sinking included removal of obstacles. As notes in the Standard Data book were not made part of the agreements. extra payment for cutting down boulders of size above 40 cm 3 was not permissible. Thus, due to its failure to adhere to the specifications in the tender schedules, the Department had extended undue benefit of Rs.2.28 crore to the contractors.

Double payment to the contractor for same work through Hand Receipts.

Failure to exercise required verification by PWD the double payment for executing an item of work in the construction of Mythrakkadavu bridge across river Chaliyar in Malappuram district.

Article 40 (b) of the Kerala Financial Code provides that every Government servant who incurs or authorizes the incurring of any expenditure from public funds should see that the expenditure should not be prima facie more than the occasion demands. He is expected to exercise e cian the same diligence and care in respect of all expenditure from public moneys under his cortrol as it berson of ordinary prudence would exercise cortrol as it On 31.03 .20142 Nos. of HR for the actual DLRs for the expenditi:e of his own money more than 40 dm 3 in size for an amount of

Superintending Engineer. Roads\&Bridges, North Circle Calicut. (SE) had executed an agreement (March 2011 ) Edavana, Malappuramed Ayub, contractor, Erahikode Edavana, Malappuram District, for the construction of Malappuram District across river Chaliyar Executive Engineer, Roads wivis was executed by the Audit of vouchers (July 2015) of Public Works Department transactions (PWD) in the office of the EE Rs.14,93 lakh through a Harid Receipt (HR) a payment of the Assistant Engineer Hand Receipt (HR) piepared by and verified by the Assistant Executive Engineer Bridges Sub Division, Manjeri (AEE) for an item of work cutting and breaking into small pieces of boulders size during sinking of wells and seating of well pier-2". The payment recorded at page 35 of Measurement Book No.7732, was made through the Bill Discounting System (BDS) and adjusted in the Monthly Account of July 2015 through a Transfer Entry (July 2015). The EE made (July 2015) payment based on the sanction accorded in
respect of an item of work in the Daily Labour Report by the Chief Engineer, Roads \& Bridges $\begin{aligned} & \text { (CE), }\end{aligned}$ Thiruvananthapurarm.

As the sanction was more than two years old. a further scrutiny in Audit revealed that a total amount of Rs. 55.12 lakh (including the amount of Rs 14.93 lakh executing the item and that the amount of Rs 14.93 lakh had already been paid earlier during May 2013 (CBV 150 of May 2013) based on the same sanction for executing
the same item. Both the payments. i.e. May 2013 and fuly 2015 were made through HR prepared by the then $A E$ and verified by the then AEE and recordes on Page 6 of Measurement Book No. 9360

Rs.14,92,714/ and Rs. 40,19,740/- were by the PWD Bridges Sub division, Mere submitted Executive Engineer, Manjeri as per No D2anjeri to the dated 31.03.2014. These HRs were sanction letters of the Chief supported by 2 $C E / R \& B / M N J / 9986 / 09$ dated 30.01 .2013 (No. Rs.14,92,714.50/-) and No.CE/R\&B/MNJ/9986/2009 dated 22.03 .2014 for Rs. $40,19,740 /$-). The bill received from the Sub division is registered as Bill No. 917 dated 31.03.2014. There are eight constituency areas coming under Bridges Section, Manjeri. The wift under Manjeri Bridges Section is very limited with 2 Overseers and Assistant Engirieer. Also the, number of works are very high during that period (7 ongoing works) and the whole works are scattered through out the nook and corner of Malappuram district. Hence supervising and monitoring under this section and traveling from one site to another will require a lot of time. So as a result the time available same was done in an urgent and the scrutiny of the duplication was in an urgent manner which lead to the of the payments which was later As
Engineer is prepared by a responsible Assistant was not suspupervised the work the genuineness previous payment is More over no evidence of detailed scrutiny of HR payment would be conducted at the time of final payment in work slip. Hence the faith from Rs.55.12,454/- was passed under good that them the Division office in June 2014. It is true, Divisio work register was not and action in the Division for a long period. But a new Register was opened in 2014-15 taken to the inspection furnish the details of previous payments on all ongoing works After the inspection of Accountant General the work Ranction register is also maintained.

## -62. 1 77

Further Audit investigation revealed that only one Daily Labour Report (DLR) was sanctioned in the Divisional Auring the special inspection conducted by the records to support the payment of Rs. 14.93 lakh (May Accountant General in December 2015, the duplication 2013). No DLR was available to support the second issayment was detected. Immediately the Division payment of July 2015 which confirmed that payment of Oid paid as per Rs. 14.93 lakh made to the contractor during July 2015 Order No.E4/A3/3255/2011 dated 31.12.2015 and the through the BDS was double payment. On this being pointed out by Audit (December 2015), the EE admitted the double payment and got the amount remitted from the contractor in December 2015

Audit of Internal Control Mechanism of the office of the EE, further revealed that the office was of that time. Now the final bill amount of Rs.1.84 Crore is maintaining nor monitoring the requisite neither still pending for payment Registers as stipulated in Kerala Puplicite Control Registers as stipulated in Kerala Public Works Account Normally all major bridge Works require revised 5.3 .3 (Works register). Para No. 10.7 (C) 10.6 and estimate. At the time of preparation of Revised Ledger) and Para No.22.2.7 (Miscellaneous Sanctors' Estimate the actual paid through HR would also be Register). The $A E$ was, thus, not exercising preliminary checks on the contractors claims. Thus detected. The detailed Scrutiny on all payments would disregard for the mandatory checks of consulting be conducted at the time of final payment. Hence the discrepancy will surely be detected at the time of final Rs.14.93 lakh for the same work and will. Now, the registers are maintained properly

Further, the double payment of July 2015 was made through the newly introduced Bill Discounting System (BDS). The Finance Department (FD) transfers the EM regard to this suggestion to modify the software details of only those Bills into the BDS database which are processed and recommended by the CE in EMLI view of the with the recommendation of the C\&AG. In software and for which the FD had agreed to issue a dropped letter of Credit (LOC). The fact that the LOC for the payment of Rs. 14.93 lakh was issued by the FD in July 2015 and that the payment of July 2015 occurred through BDS, confirmed that the claim of the contractor was processed and recommended throughout the entire chain of authorities from the $A E$ level to the CE level and that none of the authorities could detect the double owment bring attemptor this revealrod as under:

* weak Internal Control Mechanism in the Roads and Bridges wing of the PWD
*recovery of double payment in this case was at the instance of Audit but no action has been taken against the officials responsible for this. Besides, the present system gives scope for such, double payments escaping detection in future: and
*the software EMLI was not able to detect the fact that a Letter of Credit had already been generated against the same sanction at an earlier date

In this respect, Audit recommends as under:

1. The commission of double payment coupled with the weakness of the Internal Control Mechanism, of the Department requires thorough investigation, preferably by Vigilance authorities to pre-empt any intentional negligence/fraud
2. The software 'EMLI' may be modified so that only one Letter of credit is generated against a sanction and any further attempt to generate Letter of Credit on the same sanction would be rejected by the system
automatically: automatically;
3. The payment of huge amounts through HRS (KPW Form 24), instead of the Forms KPW 22 (for making first and final payment to contractor) or KPW 23 (for making running payments), may be discouraged as the HRs lack the basic control measure; and accountability provisions as compared to Forms KPW 22 or 23 which help to preerript irregular payments.

[^11]this was the first instance and no other Case or double payment was currently known to the Department. As regards enquiry about such instances taken place in other Divisions also, the Secretary to Government stated that assurance could be furnished only after an investigation in the matter. Thus, thorough investigation is required in the matter to guard against the recurrence of such serious lapses - in future.


## R. SREEKALA DEVI

Special Secretary to Govt.
Public Works Department
Govt
Govt. Secretariat, Tvpm.
Ph: 2327175, 2518465

# Attachinent No. 1 - Related to Para No.5.5 

1400534/2017/OS-PWD

No. CER\&B/KNK/16956/2009

> Oftice at the Chef Engineer.
> IWD Roads \& Bridges
> I huruvananthapuran
> Datedjo1.10.2009.

## From

The Chief Engineer
To

> The Superintending Engineer,
> R\&B North Circle,
> Kozhikode.

Sir,
Sub:- NABARD RIDF XII - Construction of tridge at Varamkadavi in Chelora Grama Panchavat in Kannur district.

Ket:- That ottice Letter No. DC2/2526/98 dated 15.09.20(4)

Under the circumstances explained by you vide your letter cited the proposal is approved (About $25 \%$ of earth as mentioned as extra items). Necessary data incorporating the item may be submitted immediately.


Copy to the Executive Engineer, Koads Division, Kannur

$0^{*}$
No.CE/R\&B/KNR/16956/02

From
The Chief Engineer
To
The Superintending Engineer, R \& B North Circle, Kozhikode.

Sir,
Sub:- PWD - NABARD RIDF XII - Construction of Bridge at Varamkadavu

- Chelora Panchayat at Kannur District (Balance work)

Ref:- Letter No. DC 14/2526/09 dated 15.03.2010 of Suptdg. Engineer, R\&B North Circe, Kozhikode.

Under the circumstances explained by you vide letter cited, the following extra items and rates are approved. You are requested to limit the total expenditure with the A.S. amount. Extraltems

1. Providing and laying non wooven Geo Textile fabrics
2. Providing and laying non wooven Geo Textile under water
3. Providing and laying wooven Geo Textile fabrics (Polyster or Proplylen materials of minimum 3 m width excess directed by the depth. officers at site.
4. Providing and installing of flexible pref fabricated vertical drain etc as directed by the depth. officers at site.

$$
: 88 / \mathrm{m} 2
$$

(Rupees Eighty eight only)
: $88 / \mathrm{m} 2$
(Rupees Eighty eight only)

$$
: 89.78 / \mathrm{m} 2
$$

(Rupees Eighty nine and seventy eight pase only)
: 109.92/m
(Rs. One hundred nine and Ninety two pase only)

for CHIEF ENGINEER

Ac 3



[^12]Attachment to Para No.5.9 \&5.11 (page 44-89 of the attachment related to Para No.5.9 and page 64-77 related to para 5.11) N:mie oi work: NABARD RIDF XVII-Construction of Thayyilakkadav Bridge across Kadalundi river in Malappuram District

|  | HREPML5 desigr, mix for moulding well kerb using_20mm_hard-grentit fraded broken-stono-as-corrse aggregate and river sand as fine aggregate, imixing, laying in position and compacting including cost and conveyance of alk IIIatérials.all labour charges, walering, curing, formwork charges, incidental expenses etc. comple but excluding the cost of reinforcement as per standard sioecifications and as directed by the departmental officers | 106.25 | M3 | 8850.00 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| - 5 | VRCC M 20 design mix for moulding well sleining using 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate. muxing , laying in position and compacting including cost and conveyance of all materials,all labour charges, watering, curing. formwork charges, incidental expenses etc. complete but excluding the cost of reinforcement as per standard specifications and as per the direction of departmental officers | 574.48 | M3 | 7950.00 |  |  |
| 6 | Sirixing of RCC circular well 8.5 m outer dia 6.5 m inner dia (M25 mix) for foundation of abutments in all classes of soil other than rock to lines and levels and plumb by scooping out earth from inside and below steining with dredgers or any other appliances including hire charges, labour charges, dewatering, casting, vibrating, removal of obstacles, dumping the spoil at suitable places with ail leads and lifts, incidental expenses etc. complete as per standard specifications and as directed by the departmental officers. |  |  |  |  |  |
|  | Gaynutial depth 3 m | 6 | M | 24872.00 | Rupees_Twenty Four Thousand Eight Hundred \& Seventy Two Onty | 149232.00/ |
|  | 6b) First depth 3.00 m to 4.50 m | 3 | M | 28175.00 | Rupees Twenty Eight Thousand One Hundred \& Seventy Five Only | 84525.00 |
|  | 6c) Second depth 4.50 m to 6.0 m | 3 | M | 31478.00 | Rupees Thity One Thousand Four Hundred \& Sevanty Eight Only Seventy Eight Only | 94434.00 / |
|  | 6d) Third depth 6.0 m to 7.50 m | 3 | M | 34781.00 | Rupees Thity Four Thousand Sevéf Hundred \& Eighty One Only | $104343.00$ |
|  | 6e) Fourth depth 7.50 m to 9.0 m | 3 | M | 38084.00 | Rupees Thirly <br> Thousand  <br> Only  | $114252.00 \%$ |
|  | 6i) Fifth depth 9.0 m to 10.50 m | 2.3 | M | 41387.00 | Rupees Fourty One Thousand Three. Hundred \& Eighty Sisen Only | 95190.10 |
| - | 6 g ) Sixth depth 10.5 m to 12.0 m bnature of Tenderer with seal | 0.4 | M | 44690.00 | Rupees Fourty Four Thousand Six Hiundred \& Ninely Oniv : | 17876.00 SE. |

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I.: me or woln:-NABARD RIDF XVII-Construction of Thayyilakkadav Bridge across Kadalundi river in Malappuram Dintia
 and plumb by scooping out earth from inside and below steining with dredgers or any other appliances including hire charges, labour charges, dewatering. casting. vibrating, removal of obstaclés, dumping the spoil at suitable places whth all leads and lifts, incidental expenses etc, complete as per standard
 speciications and as directed by the departnental officers


Signature of Tenderer with seal

## Attachment to Para No.5.9 \& 5.11 (page $44-89$ of the attachmefifrelated to Para No.5.9 and page $64-77$ related to para 5.11 ) <br> $-76$.



[^13]



Attachment to Para No.5.9 \&5.11 (page 44-89 of the attachment related to Para No.5.9 and page $64-77$ related to para 5.11$)$


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Attachment to Para No.5.9 $\& 5.11$ (page $44-89$ of the attachment related to Para No 0.59 and page $64-77$ related to para 5.11 )


Signature of Tenderer with seal

Colection and supply of 36 mm hard granite broken stone and stacking on the sides of road in standard heaps for pre-measurement inchuding cost, conveyance, all tabour charges, incidental expenses etc complete as directed by the departmental officers.
Supplying and stacking good grevelly red earth for briding and stacking on the sides of road in standard heaps for pre-measurement including cost, by the departmental officers
Metalling the roadway 100 mm thickness compactad to 75 mm using broken stone( graded granite stone in the ratio $7: 3$ of 60 mm and 36 mm size respecively) im3 per 10 m 2 and departmental binding material at 0.20 m 3 per $10 \mathrm{m2}$, bed rolling, spreading broken stones to template, roling dry to compaction from sides to centre until the movement of broken stone cease. watering profusely and re rolling until the fines cream up and fll the voids of the stone,then spreading the gravelly earth and sweeping in to the joints, watering and re roling until the gravelly earth has worked in to all crevices and a thin coat of sturry remains, then take off the roter and allow the surface to set to harden for 24 hours and re rolling next day until any deformity is rectified including fencing.lighting, watching, hire charges, cost and conveyance of all materials. atl labour charges, incidental expenses etc complate and maintaining the surface free from-miss for 15 days after completion as per standard specification and as rimed by the departmental officers( for sub base)
Metalling the roadway 100 mm thickness compacted to 75 mm using broken store 36 mm size, 1 m 3 per 10 m 2 and departmentat binding material at 0.15 m 3 per $10 \mathrm{m2}$, bed rolling, spreading broken stones to template, roling dry to compaction from sides to centre unth the movernent of broken stone cease. watering profusely and re rolling unth the fines cream up and fill the voids of the stone, then spreading the gravelly earth and sweeping in to the joints, watering and re rolling until the graveliy earth has worked in to all crevices and a thin coat of slurry remains, then take off the roller and aliow the surface to set to fiarden for 24 hours and re rolling next day until any deformity is rectified including fencing, lighting. watching, hive charges,cost and conveyance of all materials, all labour charges, incidental expenses etc complete and maintaining the surface free from ruts for 15 days after completion for sub base as per standard specification and as directed by the depertmental officers(for base course)

Collection and supply of 12 mm size hard granite broken stone and stacking on the sides of road in standerd hesps for pre-measurement including cost, conveyance, all fabour charges, incidental expenses etc complete as directed by the departmental officers


Signature of Tenderer with seal

|  | Collegionand supply or 6 mm size hard granite broken stone and stacking on the sides of road in standard heaps for pre－measurement including cost， conveyance，all labour charges，incidental expenses etc completa as directed by the departmental officers | 15 | M3 | 1333.00 | Rupees One Thousand Three Hundred \＆Thirty Three Only | $\because ¢ \bigcirc \%$－ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 15 | Providing 20 mm pre mixed chipping carpet over W．B．M surface with departmental broken stone after thoroughly cleaning the base with wire brushes，brass brooms and applying a priming cost of 7.50 Kg of bitumen $/ 10$ m 2 and spreading the premix（formed of $0.27 \mathrm{m3}$ of 12 mm metal and 12.96 kg of bitumen／ $10 \mathrm{m2}$ ）rolling to a dense surface then spreading the seal coat （comprising of a hot premix of $0.09 \mathrm{m3}$ of 6 mm departmental metal and 8.64 kg of bitumen／ $10 \mathrm{m2}$ ）again rolling including cost and conveyance of bitumen，oil， fuel etc，al labour charges，hire charges of brass broorns ，camber board． roller and other machineries，watching，lighting，incidental expenses etc， complete（total usage of bitumen $29.10 \mathrm{Kg} / 10 \mathrm{m2}$ ．）as per IRC specification and as directed by the departmental officers | 1575 | M2 | 162 c． | Rupees One Hundred \＆ Sixty Two Only | 3：$\because:$ |
| 16 | Provding precast guard stones of $20 \times 20 \times 90 \mathrm{~cm}$ mede of CC．M 20 using 20 mm hard granite broken stone with 4 nos HYSD．bars 10 mm dia and 6 mm stirrups ©15cm c／c for reinforcement and fixing in line and levels 60 cm below the ground level with CC $1: 4: 8(45 \mathrm{~cm} \times 45 \mathrm{~cm} \times 60 \mathrm{~cm})$ including cost and conveyance of all materials，all．labour charges，incidental expenses etc， complete as per standard spemifitem and as directed ty the departmental officers | 114 | Nos | 10¢ | Rupees One Thousar： \＆Fourty Three Only | ミミここ こと |
| 17 | Providing road markings with hot appliad thermo platstic compound 2.50 mm thick including reflectorising glass beadse250 grams per square metre area at the centre line and pedestrian crossings of road（thickness of 2.50 mm is exclusive of surface applied glass beads）and finishing the surface level and uniform free from streaks and holes including cost and conveyance of all materials all labour charges，incidental expenses etc complte as per standard MORTH specifications and as directed by the departmental officers． | 64 | M2 | 382 | Rupees 7 hree Hundred \＆ Eighty Four Only | 2457600 |
|  | Total for Appendix $B=11303951$ |  |  |  |  |  |
|  | Appendix C－Construction of culverts |  |  |  |  |  |
| 1 | Earth work excavation in all classes of soil except hard and medium rock， which require blasting for foundation of cuivert and depositing on tank with all lead and lifts and using the spoil for flling and forming of road wherever necessary．including breaking clods，watering，ramming and sectioning of spoil bank including all conveyance charges，labour charges，incidental expenses etc complete as per standard specifications and as directed by the departmental lofficers | 108 | M3 | 58 | Rupees Ninety Four Only | 1015200 | charges, watering, curing, formwork charges, incidental expenses etc all complete charges, watering. curing, formwork charges, incidental expenses etc, complete

as per standard specifications and as directed by the departmental officers
-

Cement Concrete 1:3:6( One Cement, Three Sand and Six Metal) using $60 \%$ 3 and compacting for footing hard granite broken stone, mixing, laying property

- conveyance of all materials, all labour charges, form work charges, watering. curing. incidental expenses etc.complete as per standard specificitions and as directec by the departmental officers
Reinforced cement concrete 1.11/2:3(One cement,One and half sand and
4 Three Metal) using 20 mm hard granite broken stones,mixing, laying property and compacting for culvert including cost and conveyance of all materials, all zomplete but excluding the cost of reinforcement, as per standarc Eomplete but excluding the cost of reinforcement,
specifications and as directeod by the departmental officers Providing renforcement for RCC work using TMT steel, fusion bonded and
5 of all materials, all labour charges, incidental expenses, complete as per standard specifications and as directed by the departmental officers
Total for Appendix $\mathrm{C}=1465958$
Earth work excavation in all classes of soil except hard and medium rock, wich require blasting for foundation of retaining wall and depositing on bank 1 wherever necessary and using the spoil for filting and forming of road sectioning of spoil bank including all conveyance charges, labour charges, incidental expenses etc complete as per standard specifications and as dirscted by the departmental officers
Cement concrete1.4:8 (One cement, Four sand and Eight Metai) using 40 mm hard granite broken stones,mixing, laying propery and compacting for foundation of retaining wall including cost and conveyance of all materials, all iabour charges,watering, curing, formwork charges, incidental expenses etc,
complete as per standard specifications. and as directed ty the departmenral lofficers.
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|  |  |

y officers

## Attachment to Para No. 5.9 \& 5.11 (page $44-89$ of the 9 ther

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[^14]

Attachment to Para No.5.9 \&5,11 (page 44-89 of the attachment related to Para No.5.2 and page $64-77$ related to para 5.11 )
1400534/2䐓7RSRWMR:-
 Malappuram Distriet

V/we
(a)
abimaterate
(a)
$7.90 \times$ below
\% below estimate rate.
(c) $\qquad$
less cost of Departmentai materiats and àd hire charges for departmental tools and plant spechied to be supplied and recovered at the rates given in the conditions enclosed ${ }^{-1}$
/ / we also agree that the tender emeostheduction may be applied on the amount calcutated after deducting the coat of all Departmental materials and all hire charces for departmental tools and plant frostingtal amount of the work worked out at the rate given in the schedule attached to the tender.

NOTE:

1. Strike out which is not applicable.
2. The rate may be quoted in words and figures.

No. of Correction


Page 1


## 1400534/2017/OS-PWD

Page 2
t M or Work-Construction of Vallippadam-Alungalkadavu Bridge across Kadalundi rivor in Malappuram District

|  | Probable Quantity | Description of Work |  | Rato In | Unit in Words | Amount. (Rupaes) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 5 | 796000 Cubic deci metre | VRCC 120 design mix for moulding well steining using 20 mm hard granite graded broken stone as coarse aggregare and river sand as fine aggregate, mixing, laying in position and compacting including. cost ànd conveyance of all materiais, all labour charges, watering. cuting, formwork charges, incidentaid expenses etc. complete but excluding the coist of reinforcement as per standard specifications and as per the direction of departmental officers | 79.50. | Rs Seventy Nine and paise fitty only | Ten Cubic deci metre | 6328200 |
| 6 |  | Sinking of RCC circular well 8.5 m outer dia 8.5 m inner dia (M25 mix) for foundation of abutments in an ctasses of soil other than rock to lines and levels and plumb by scooping out earth from inside and: below steining with dredgers or any other appliances including inire charges; labour charges, dewatering. casting. vibrating, removal of obstacles, dumping the spoil at suitable places with all leads: and lifts, ineidental expenses etc, complete as per standard specifications and as directed by tho departmental officers |  |  |  |  |
| -6a | 6 metre |  | 24703.00 | Rs Twenty Four Thousand Seven Hundred - and One only | One metre | 148206 |
| (fib | 3 metre | Second depth 3.00 m to 4.50 m . . . . . . . . | 28004.00 | $\begin{aligned} & \text { Rs Twenty Eight } \\ & \text { Thousand and } \\ & \text { Four only } \end{aligned}$ | One metre | 84012 |
| fr: | 3 metre | Third depth 4.50 m to 6.0 m | . 31306.00 | IRs Thinty One Thousand Three Hundred and Six lonly | One metre | 93918 |
| fid | 3 metre | Fourth depth 6.0 m to 7.50 m | 34609.00 | Rs Thirty <br> Fourr <br> Thousand <br> Hundred <br> Six <br> Nine only | One metre | $\stackrel{103827}{ }$ |
| (if | 2.6 metre | Fifth depth 7.50 m to $9.0 \mathrm{~m}{ }^{\circ}$ | 37912.00 | Rs Thirty Seven Thopusand Nine Hundred and: Twelve only | One metre | 98571 |
| ts | 1.5 metre | Sixth depth 9.0m to 10.50 m . . . . | /41215.00 | Rs Forty One <br> Thousand Two <br> Hundred and <br> Fifteen only  | One metre | $6.1823$ |
| 6 g | 1.5 metre | Seventh depth $10,5 \mathrm{~m}$ to 12.00 m | 44518.00 | $R s$ <br> Thousand <br> Hundred <br> Eighteen only | One metre | 66777 |

88-
Attachment to Para No.5.9 \&5.11 (page 4489 of the attachment related to Para No.5.9 and page 64-77 related to para 5.11)


D of Work- Construction of Vallippadam-Alungalkadavu Brddge across Kadalundi Aver in Malappurram District

|  | Probable Quantity | Description of. Work |  | Rate in | Words | Amount (Rupees) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 79 | 0.30 metre | Seventh depth $\mathbf{1 0 . 5 \mathrm { m }}$ to 12.00 m | 39890.00 | R's Thirty Nine Thousand Eight Hundred and Ninety only | One mietre | 11967 : |
| 8 | 223 Nos | Providing MS dowell bars with 25 mm M.S rods 2.50 m long plugging 1.0 m in the hard rock and 1.50 m in to concrete © 1 mclc after drilling 50 mm dia holes in granite rock including cost and conveyance of fall materials, all labour charges including cutting the rods in to required length and fixing the rod in to positton, incidental expenses etc, complete as per standard specifications and as directed by the departmental officers | 737.00 | $\begin{array}{ll}\text { Rs } & \text { Seven } \\ \text { Hundred } & \text { and }\end{array}$ Thirty Seven onty | Each | 164351 : |
| 9 | 350000 Cubic deci metre | C.C. M15 Grade mix for bottom plugging of well using 20 mm hard granitre broken stone including cone land conveyance of all moteriats, labour for dumping concrete, hire of mixer and vibrator and finishing: the surface to required lovels with all charges etc. complete as per Std. Specification and as directed by the departmentel officers. | . 66.00 | Rs Slxty Six only | Ten <br> Cubic deci metre | 2310000. |
| 10 | 28000 Cubic deci metre | Chipping and removing extra projection of well steining without damaging the remaining portion inctuding all labour charges, hire charges, incidental expenm- oft-complete as per Std. Specification land as directed by the departmental officers . | 38.00 | Rs Thirty Eight only | Ten Cubic deci metre | 106400 |
| 11 | 1269 Cubic metre | Filfing inside the wells with clean dry river sand including all leads and lifts, cost andervaryance of sand, consolidating and finishing the top to the required levels, al labour charges, incidental expenses etc, complete as per standard specifications and as directed by the departmental officers | 1217.00 | Rs One <br> Thousand Two <br> Hundred and <br> Seventeen only  | One Cubic metre | $1544373{ }^{\text {! }}$ |
| 12 | 37000 Cubic deci metre | C.C 1:2:4 (One Cement, Two sand, Four metal) using 20 mm hard granite broken stones Grade mix for top plugging of well : Including cost and conveyance of all materials, labour for dumping concrete, hire of mixer and vibrator and finishing the surface to required levels with all charges etc. complete as per Std. Specification and the direction of the depti. officers. | 62.50 | Rs Sixty Two and palse Fifty only | Ten Cubic deci metre | 231250 |
| 13 | 460000 Cubic deci metre | VRCC'M 30 design mix for moulding weil cap using 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate, mixing, laying in position and compacting including cost and conveyance of all materials, all labour charges, watering, curing, formwork charges, incidental expenses etc. comple but excluding the cost of reinforcement as per standard specifications and as directed by the departmental officers: | 71.00 | Rs Seventy One only | Ten Cubic deci metre | 3266000 |
| 14 | 377000 Cubic deci metre | VRCC M 20 design mix for moulding abutment and solid wing wall using 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate, mixing, laying in position and compacting including cost and conveyance of all materiais, all labour charges, watering, curing, formwork charges, incidental expenses etc. complete but excluding the cost of reinforcement as per standard specifications and as elirected by the departmental officers | 68.00 <br>  | Rs Sixty Eight Only | Ten Cubic deci metre $\qquad$ | 2563600 : |



| We of Work- Construction of Vallippadam-Alungalkadavu Bridge across Kadalundi river in Malappuram District : |  |  | Rate in $\quad$Unf in Anmount <br> Words (Rupees) |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $\begin{aligned} & \text { Probable } \\ & \text { Quantity } \end{aligned}$ | Description of Work . . . . |  |  |  |  |
| 23 | 1893 Quintal | Providing reinforcement for RCC work using TMT steel, fusion bonded and apoxy coated bend. tied and placed in position including cost and donveyance of all materials; all tabour charges, incidenta! expenses, complete as per standiard specificátions and as directed by the departmental officers. | $6855.00$ | Rs Six Thousand Eight Hundred lend Fifty Five only | One Quintal | 12976515 |
| 24 | 56 metre | Providing expansion joint between spans with Aluminium shoet 16 gauge 7.50 cm long and 55 cmi wide(weight of sheet $7.50 \times 0.5 \times \times 3.40 \mathrm{~kg} / \mathrm{m} 2$ )packing in position, cutting the same in position with slot and $10 \times 6 \mathrm{~mm}$ at 30 cm centre' to centre and filling the joints with mixture of bitumen, sand and saw dust including cost and conveyance of ell materials, all labour charges, incidental expenses etc complete as per standard specifications and as directed by the departmental officers - | 193.00 | Rs One <br> Thousand One <br> iHundred and <br> Ningety Three only  | One metre | 66808 |
| 25 | 670 Square metre | Providing and laying 60 mm average thick bituminous concrele wearing coat over the carriegeway wint heavy seal coat using 24 mm broken stone $0.36 \mathrm{m3}$. 18 mm broken stone $0.245 \mathrm{m3} .6 \mathrm{~mm}$ broken stone: .09 m 3 premixed with hot bitumen $(48 \mathrm{~K} g / \mathrm{m} 3) 71.86 \mathrm{Kg} / \mathrm{m} 2$ including a tack coat of $2.95 \mathrm{Kg} / 10 \mathrm{mz}$, rolling to a dense surface including cost and conveyance of all materials. all labour charges, hire charges of. roller, mixer, wheel barrows, incidental expenses etc, comptete as per standaid specifications and as; directed by the departmental officers | $467.00$ | Rs Four: Thousand Six: Hundred Seventy Ond: Only | Ten Square metre $\qquad$ | 312957 |
| 26 | 640 Square metre | Painting with synthetic enamet paint of suitable colour with approved quality two coats including cost and conveyance of all materials, 'all labour charges, incidental expenses otc' complete ass fer standardi specifications and as directed by the-departmental officers | 9000 | Rs Nine Huncred only | Ten Square metre | 57600 : |
| 27 | $10000 \mathrm{HP/Hr}$ | Bailing out water in trenches using 5 HP pump including cost and conveyanve of fuer, oil all labour charges, hire.charges, incidental expenses etc complete as per standard specifications and as directed: by the departmental officars | 3100 | Rs Thirty On only | One <br> Hp/hr | $\begin{array}{r}310000 \\ \hline 47612273\end{array}$ |
|  |  | ( |  |  | Rs | ¢:47612273: |
|  |  | DEDUCTION FOR DEPTL MATERIALS \& HIRE CHARGES OF TaP: |  |  |  | 547612273 |
|  |  | NEIPAC. | Dedut 5 | . 3 \% betow esimate |  | $\underline{2523450}$ |
|  | - - - | A | Agred PAC Rs |  |  | 45088823 |

## 92.

Attachment to Para No.5.9 \& 5,11 (page 44-89 of the attachment related to Para No, 5.9 and page $64-77$ related to para 5.11)


## Malapplate DMatrlet

 'I/ We agree to undertake to execute the work at (")
(a) Eeotinemineata
(a)
 \% below eatimate rate.
(c) $\qquad$
loss cost of Departnental materiais and all hire charges for departmantai tools and plant specified to be supplied and recoverpd at the rates given in the conchicits enclosed"

I/we also agree that the tencer emiess/reduction may be applied on the amount catculated after dectucting the coct of all Departinental materiats and all hire charges for departmental toots and plant Irom the total amount of the work worked out at the rate given in the achedule aittiched to the tercter.

NOTE:

1. Strike out which is not applicable.
2. The rate may be quoted in words and figures.

No. of Correction
No. of Overwiting
4.

Contractor


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a:


## Page 1

## SCHEDULE

Name of Work-Stimulus Package. Construction of Mythrakkadavu bridge across Chaliyar fiverin Malappuram Dintrict



Attachment to Para No.5.9 \&5.11 (page 44-89 of the attachment related to Para No.5.9 and page $64-77$ related to para 5.11)


## Prgea

| Name <br> ilitem iNo | Pribabio Quantity | Description of Work | Rate in |  | Unit in | $\begin{aligned} & \text { Moount } \\ & \text { (Rupeos) } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | $\begin{aligned} & \text { Figures } \\ & \text { (Rupeen) } \end{aligned}$ | Words |  |  |
| 15 | 7850 Cubic Deci Metres | Chipping and removing excess length of RCC pile M 35 without damaging the remaining portion up to the point where clear and fine concrete is visible and upto cut off level of the pile including all labour charges, all hire charges for equipments required, incidental expenses etc complete as per standard: | 34.50 | $\left\lvert\, \begin{array}{ll} \text { Bs } \\ \text { and } \\ \text { and poise } & \text { Fourth } \\ \text { onty } \end{array}\right.$ | Ten <br> Cubic <br> Deci <br> Metres | 27083 |
| 16 | 390 Tonne | ispecifications and as per the direction of deptartmental officers. <br> iTest toading on bored cast in situ piles for a total load of 140 MT for abutments and 185 MT for piers by means of hydraulic jack of 500 MT capacity placing over the test piles property seated over the piles by placing a thick MS Sheet in between jack and pile and placing 2 nos of MS girders of suitable tength land section $250 \times 600 \mathrm{~mm}$ as first tier and over which second tier of girders of suitable length and section $150 \times 300 \mathrm{~mm}$ at 60 cm cic properly cut and welded providing platform with MS plate over the second. tier of girders and loading over this by stacking sand begs carefully to the required weight inclioding cost and conveyance of all materials like sand and emply sand bags, hire and conveyance of loading platiorm and equipments such as hydraulic jack MS sheet,pressure gauge, ofial gauge, etc. ally incidental expenses and unloading carefully after test loading and removing the platform etc completeias per the specifications in relevant IS codes and as directed by the departmental officers: | 321300.00 | Rs Three <br> Takhs  <br> Twenty One <br> Thousand and <br> Three Hundred <br> only $\|$ | Each | 642600 |
| 17 | 17 Cubic Metres | Cement concrete1:4: ,unve cement,Four sand and Eight Metail using 40 mm hard granite broken stones,mixing, laying and compacting for the base of pile cap and well cap up to a thickness of 100 mm including cost and conveyance of all materiats, all tabour charges,watering, curing, formwork charges, incidental expenses etc. compleie as per standard specifications and as directed by the depertimental | 2570.00 | Rs Two <br> Thousand Five <br> Hundred and <br> Soventy only  | One Cubic Metre | 43690 |
| 18 | 538000 Cubic Deci Metres | officers <br> VRCC M 25 design mix for moulding pile cap and well capusing 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate, mixing, laying in position and compacting including cost and conveyance of all materials, all labour charges, watering, curing, formwork charges. incidental expenses etc. completeas per standard specifications and as per the divection of | +18.50 | Rs Forty Six and palse Fifty only | Ten Cubic Deci Metres | 2501700 |
| 19 | 107000 Cubic Deci Metres | departmental officers but excluding the cost of reinforcement <br> VRCC M 20 design mix for moulding abutment and solid wing wall using 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate, mixing, laying in position and compacting including cost and conveyance of all materials, all labour charges, watering. curing. formwork charges, incidental expenses elc. completeas per standard specifications and as per the direction of departmentel officers but exchuding the cost of roinforcement | d 49.00 | Rs Forty 'Nine only | Ten Cubic Deci Metres | 524300 |

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## 1400534/2017/OS-PWD

| tem No | Probable Quantity | Description of Work |  | Rate in | Unit Words | Amount (Rupees) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Figures (Rupees) | Words |  |  |
| 33 | 822 Cubic Metres | Construction of granular sub-base by providing close graded Material, mixing in a mechanical'mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader oni prepared surface and compacting with vibratory power roller to achieve the desired density,inctuding. cost and conveyance of all materials, all labour charges, hire charges, incidental expenses etc, complete as per clause 401 of standard MORTH specifications and as directed by the departmental officers | ( 960.00 | Rs Nine Hundred and Sixty only | One Cubic Metre | 789120 |
| 34 | 1028 Cubic Metres | Providing, laying. spreading and compacting graded stone aggregale to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver in sub-base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density.including cost and conveyance of ally materials, all labour charges, hire charges, incidental expenses etc, complete as per clause 406 of standard MORTH specifications and as directed by the departmental officers | 1112.00 | Rs One <br> Thousand One <br> Hundred and <br> Twelve only  | One Cubic Metre | 1143136. |
| 35 | 5282 Square Metres | Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.20 kg pen squer the prepared bituminous/granular surface cleaned with mechanical broom including cost and conveyance of all materials, all labour charges, hire charges, incidental expenses-etc complete as per MORTH specification No 503 and as per the direction of departmental officers | 6.25 | Rs Six and paise twenty Five only | One Square Metre | 33013 |
| 36 | 265 Cubic Metres | Providing and laying bituminous macadam with $100-120$ TPH hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading premixed with bituminous binder, transported to site. laid over a previously prepared surface with paver finisher to the required grade, level and alignment and rolled as per clauses 501.6 and 501.7 to achieve the desirgd compaction including cost and conveyance of all materiats, all labour charges, hire charges, incidental expenses etc complete as per MORTH specification No 504 and as per the direction of departmenta officers | 4171.00 | Rs Four <br> Thousand One <br> Hundred and <br> Seventy One only | One Cubic Metre | 1105315 |
| 37 | 133 Cubic Metres | Providing and laying bituminous concrete with 100-120 TPit batch type thot mix plant producing an laverage output of 75 tonnes per hour using crushed aggregates of specified grading. prembled with bituminous binder © 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finlsher with sensor control to the required grade, level and alignment, rolling: with smooth wheeled, vibratory-and tandem rollers to achieve the desired compaction including cost and conveyance of all materials, all labour charges; hire charges, incidental expenses atc complete as per MORTH specification No 509 and as per the direction of departmental officors | 5558.00 | Rs Five <br> Thousand Five <br> Hundred and <br> Fifty Eight only  | One Cubic Metre | 739214 |

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| $\left\{\begin{array}{l} \text { Nam } \\ \text { No } \end{array}\right.$ | Probable Quantity. | Description of Work $\quad$ Unik injamount |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |
|  |  |  | Figures (Rupees) | Words |  |  |
| 38 | 4 Nos | (triangle) as per IRC :67 made of wide angle micro prismatic lens refective sheating contorming to type IX table 3, of ASTM D 4956-01 fixed over aluminium sheeting, 1.5 mm thick conforming to is 736 clause 1.2 .5 supported on a mild steel angle iron post $75 \mathrm{~mm} \times 75 \mathrm{~mm} \times 6 \mathrm{~mm}$ firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete $45 \mathrm{~cm} \times 45 \mathrm{~cm} \times 60$ $\mathrm{cm}, 60 \mathrm{~cm}$ below ground level as per approved drawing including cost and conveyance of all materiats lall labour charges, incidental expenses etc complte as per standard MORTH specifications and as directed by the departmental officers.(retro reflectorised traffic signs $30^{\circ} 90$ cmrectangular hazard marker) | 2547.00 | Rs Two <br> Thousand Five <br> Hundred and <br> Forty Seven only  | Each | 10188 |
| 39 | 4 Nos | Providing and fixing of retro- reflectorlsed cautionary, mandatory and informatory sign $(90 \mathrm{~cm}$ equitoriat Iriangle) as per IRC :67 made of wide angle micro prismatic lens reflective sheeting conforming to type IX table 3, of ASTM D 4956-01 fixed over aluminium sheeting, 1.5 mm thick conforming to is 736 clause 1.2 .5 supported on a mild steel angle iron post $75 \mathrm{~mm} \times 75 \mathrm{~mm} \times 6 \mathrm{~mm}$ firmly fixed to the, ground by means of properly designed foundation with M15 grade cement concrete $45 \mathrm{~cm} \times 45 \mathrm{~cm} \times 60$ $\mathrm{cm}, 60 \mathrm{~cm}$ below ground level as per approved drawing including cost and conveyance of all materiats: latl labour charges. incidental expenses etc complte as per standard MORTH specifications and as; directed by the departmental officers..(retro reflectorised traffic signs $60^{\circ} 80 \mathrm{~cm}$ rectangutar for single. chevron) | $3795.00^{-}$ | $\begin{array}{\|ll\|} \text { Rs } & \text { Three } \\ \text { Thousand } & \text { Seven } \\ \text { Hundred } & \text { and } \\ \text { Ninety Five only } \end{array}$ | Each | 15180 |
| 40 | 6 Square Metres | Providing and erecting direction and place identification retro-reflectorised sign with size more than 0.9 Samm as per IRC: 67 made of wide angle micro prismatic lens reflective sheeting conforming to type $1 x$ table 3. of ASTM D 4956-01 fixed over aluminium sheeting, 2 mm thick conforming to is $736^{\circ}$ clause 1.2.5 with area not exceeding 0.9 sqm supported on a mild steel single angle iron post $75 \times 75 \times 6 \mathrm{~mm}$ firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete; $45 \times 45 \times 60 \mathrm{~cm} .60 \mathrm{~cm}$ below ground level as per approved drawing including cost and conveyance of all materials atl labour charges, incidental expenses etc comple as per standard MORTH specifications and as directed by the departmental officers. | 8843.00 | Rs Eight <br> Thousand Eight Hundred and Forty Three only | One Square Metre | 53058 |
| 41 | 2450 Nos | Welding $V$ cut joints for the MS rods after cleaning the $V$ cut ends induding cost of electrodes, electricity charges, hire for welding plant, all labour charges,incidental expenses etc complete as per standard specifications and as per the direction of departmental officers | 162.00 | Rs One Hundred and Sixty Two onty | Each | 396900 |
| 42 | 186 Cubic Metres | conveyance of sand, consolidating and finishing the top to the required levels, all labour charges, incidental expenses etc, complete as per standard specifications and as directed by the departmentali officers | 381.00 | Rs Hundred Eigree Eighty One only | One Cublc Metre | 70866 |

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| $\begin{aligned} & \text { hem } \\ & \text { No } \end{aligned}$ | Probable Quantity | Description of Work | Rate in |  | Unií in Words | Antrount (Rupees) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Figures (Rupees) | Words |  |  |
| 43 | 686 Square Metres | Finishing hand rail and posts with ready mixed plastic emulsion paint over a priming coat after cleaning Ithe surface including cost and tonvoyance of all materials, all labour charges, incidental expenses etccomplete as per standerd specifications and as directed by the departmental officers | 629.00 | Rss Six Hundred and Twenty Nine only | Ten Square Metres | 43149 |
| 44 | 294 Square Metres | Painting with synthetic enamel paint of suitable colour with approved quality wo coats including eost land conveyance of all materiais, all labour charges, incidental expenses etc complete as per standard: specifications and as directed by the departmental officers | 610.00 | RRs Six Hundred fand Ten only | Ten Square Metres | 17934. |
| 45 | 10000 HPM | Bailing out water in trenches using 5 HP pump including cost and convoyanve of fuel, oil att labour charges, hire charges, incidental expenses etc complete as per standard specifications and as directed by the depertmental officers | 21.00 | Rs Twenty One only | One Hp/hr | 210000 |
|  |  | ITOTAL FOP APPENDIXA |  |  |  | 52185096 |
|  | APFENDIX | - MPPROACHROAD |  |  |  |  |
| 1 | 15130 Cubic Metres | Earth wark filling with contractor's own earth cut and conveyed from sources of availability and forming embankment with all leads and lifts by spreading in toorizontal layers of uniform thickness over the fulf width, drying or watering as the case may be, scarfying to get unform OMC compacting the fiwed earth using power roller in layers not exceeding 25 cm (loose thickness) satisfying compaction tests. including, trimming slopes to lines and levels including cost of oit, fuel etc, hire charges of roller including cost land conveyance of all materials, all labour charges, incidental expenses etc complete as per standard: specifications and as directed by the depertmental officers | 2013.00 | Rs <br> Thousend <br> Thiteen only | Ten Cubic Metres | 3045669 |
| 2 | . 1140 Cubic Metres | Coitection and supply of quarty muck containing aggregates of size $40 \%$ of 80 mm metal, $25 \%$ of 36 mm metal. $10 \%$ of 12 mm metal and $25 \%$ quarry dust, for raising the low lying portions of the road and deep berms spreading,watering, ramming compacting with power roller etc including cost and coveyance off lail materials, all labour charges, hire charges, incidental expenses etc complete as per standard specifications and as directed by the deparmental officers | 692.00 | Rs Six Hundred iand Ninety Two only | One Cubic Metre | 788880 |
| 3 | 2130 Cubic Metres | Earth work excavation in all classes of soil except hard and medium rock, which require blasting for foundation of retaining walls and depositing with all leads and litts and using the spoit for fiting and: forming of road wherever necessary including breaking clods, watering, ramming all tabous charges,incidental expenses etc complete as per standard specification and as per the direction of departmental officers | 1155.00 | Rs One <br> Thousand One <br> Hundred and Fity <br> Five only  | Ten Cubic Metres | 246015 |
| 4 | 675 Cubic Metres | Cement conctrete1:4:8(One cemenl,Four sand and Eighl Metai) using 40 mm hard granite broken stones,mixing. laying properly and compacting for foundation of quadrant wall inctuding cost and conveyance of all materials. all lebour charges, watering. curing. formwork charges. incidentel expenses etc, complete as per standard specifications and as directed by the departmental officers | 2570.00 | Rs Two <br> Thousiand Five <br> Hunded and <br> Seventy only  | One Cubic Matre | 1734750 |

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| $\begin{aligned} & \text { fem } \\ & \mathrm{No} \end{aligned}$ | Probibite Quantity | Description of Work |  | Rate in | Unit Words | Amount (Rupees) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Figures (Ruper) | Words |  |  |
| 5 | 3035 Cubic Metres | Cement Concrete 1:3:6( One Cement, Three Sand and Six Metal) using $60 \%$ of 40 mm and $40 \% 20 \mathrm{~mm}$ ihard granite broken stone, mixing, laying properly and compacting for quadrant wall inciuding cost and conveyance of all materiats, all labour charges, form work charges, watering. curing, incidental expenses etc.complete as per standard specifications and as directed by the departmental officers | 3293.00 | RsThree <br> Thousand <br> Hundred <br> Two <br> Ninety Three only | One Cubic Metres | 9994255 |
| 6 | 80 Cubic Metres | Random rubbla masonry in cement mortar 1:6 (One cement, Six sand) using hard blasted quarry irubble for foundation and super structure of retaining walls including cost and conveyance of all materiais, all labour charges, incidental expenses etc, complete as per standard specifications and as directed by the departmentai officers | 1546.00 | Rs <br> Thousand <br> Hundred <br> Forty Six only <br> Ond | One Cubic Metre | 123680 |
| 7 | 10000 Cubic Deci Metres | Plain cement concrete 1:2:4(One cement, Two sand and Four Metai) using 20mm hard granite brgken stones,mixing, laying properly and compacting for top belt of toe wall including cost and conveyance of all materials, all labour charges,formwork charges, watering, curing, incidental expenses etc, complete, las per standard specifications and as directed by the departmential officers | 40.00 | Rs Forty only | Ten Cubic Deci Metres | 40000 |
| 8 | 333 Nos | Provding guard stones of $20 \times 20 \times 120 \mathrm{~cm}$ made of CC 1:11/2:3 reinforced with 4 nos HYSD bars and 6 mm dia stirrups at $150 \mathrm{~mm} \mathrm{c} / \mathrm{c}$ and fixing in line and levels 60 cm below the ground level with CC 1:3:6 ( $45 \mathrm{~cm} \times 45 \mathrm{~cm} \times 60 \mathrm{~cm}$ ) including cost and conveyance of all materials, all labour charges, incidental expenses etc, complete as per standard specifications and as directed by the departmental officers | 1794.00 | Rs <br> Thousand <br> Seven <br> Hundred and <br> Ninety Four only | Each | 597402 |
| 9 | 150 Nos | Applying and fixing high intensily diamond reflectory tiles of size IRC specification $20 \mathrm{~cm} \times 10 \mathrm{~cm}$ for nearest available size fixed on glazed tiles of approved quality fixing to guard stone parapet and median using 1:3. 12 mm thick including costa and conveyance of all materials, all labour charges, incidental expenses etc, complete as per standard specifications and as directed by the departmental officers | 99.00 | Rs Ninety Nine ondy | Each | 14850 |
| 10 | 187.50 Square Metres | Providing rosid markings with hot applied thermo platstic compound 2.50 mm thick incuuding reflectorising glass beads(0250 grams per square metre area at the centre line and pedestrian crossings of road (thickness of 2.50 mm is exclusive of surface applied ghass beads) and finishing the surface level and uniform free from streaks and holes inctuding cost and conveyance of all materials all labour charges, ifcidental expenses etc complte as per standard MORTH specifications and as directed by the depanmental officers. | 401.00 | Rs Four Hundred iand One only | One Square Metre | 75188 |
| 11 | 18 Cubic Metres | Rough stone dry packing using hard blasted quarty nuble for bem portion of approach road near, bridge including cost and conveyance of all materiak, all labour charges. incidental expenses etc. complete as per standard specifications and as directed by the departmental officers | 795.00 | Rs Seven <br> Hundred and <br> Ninety Five only  | One Cubic Matre | 14310 |



Name of Work- Stimiulus Package- Construction of Moythrakkadavu bridge across Challyar river in Malappuram Otitrict

| $\begin{aligned} & \text { nem } \\ & \text { No } \end{aligned}$ | Probable Quantity | Desicription of Work : | Rate in |  | Unk in Words | Amount (Rupees) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | Figures (Rypess) | Words |  |  |
| 7 | 2 Cubic Metres | Random rubble masonry in coment mortar 1:6 (One cement, Six sand) using hard blasted quairy rubble for curtain wall including cost and conveyance of all malerials, all labour charges, incidenta expenses etc, complete as per standard specifications and as directed by the departmental officers | 1546.00 | Rs <br> Thousand <br> Five <br> Hundred <br> Forty Six only | One Cubic Metre | 3092 |
|  |  | TTOTAL FOR APPENOIX C |  |  |  | 2107723 |
|  | APPENDIX D-RIVER TRAINING WORKS |  |  |  |  |  |
|  | A-River protartion works |  |  |  |  |  |
| 1 | 1908 Cubic Metres | Rough sione dry packing using hard blasted quarry rubble for bed of river near bridge including cost and conveyance of all materiais, al labour charges, incidental expenses etc. complete as per standard specifications and as directed by the departmental officers | 795.00 | Rs Seven <br> Hundred and <br> Ninety Five only.  | One <br> Cubic <br> Metre | 1518860 |
|  |  | TOTAL FOR APPENDX D(A) |  |  |  | 1516860: |
|  | B-Side protection works |  |  |  |  |  |
| 1 | 3200 Cubic Metres | Earth work excavation in all classes of soil except hard and medium rock. which floundation of side protection wall and depositing with all leads and litts. and using the spoil for filling, land forming of road wherever nocessery including breaking clods, watering, ramming all tabourf charges,incidental expenses etc comptete as per standard specification and as per the direcuion of departmental officers | 619.00 | Rs Six Hundred and Nineteen only | Ten Cubic Metres | $198080{ }^{\text { }}$ |
| 2 | 1280 Metres | Supplying and stacking coconut pilos of size 200 to 300 mm diametor on the site including coste nd iconveyance, al labour charges, incidental expenses etc. complete as per standard specifications and ias directed by the dopartmental officers | 90.00 | Rs Ninety only | One <br> Merre | 115200 |
| 3 | 1280 Metres | Driving down coconut piles 200 mm to 300 mm diameter to approved lines and levels through variousi Strata after pointing the bottom and up to 8 m depath below the ground lovel including all tabour charges; land hire charges for fixing staging platform and at other appliances necessary for pite driving, incidenta: iexpenses etc. complete as per standard specifications and as directed by the departroental officers | 245.00 | Rs Two Hundred and Forty Five only | One | 313600 |
| 4 | 281 Cubic Meires | Filing with clean ony river sand over the piles inclucing all leads and ifis, cost and conveyance or sand, consolidating and finishing the top to the required levals. all labour charges. incidental expenses etc. complete as per standard apecifications and as directed by the dopartmental officers | 370.00 |  | $\begin{aligned} & \text { One } \\ & \text { Cubic. } \\ & \text { Metre } \end{aligned}$ | 103970 |
| 5 | 156 Cubic Metres | Reinforced cement concrete1:2:4(One cement, Two sand and four Metal) using 20 mm hard granite: broken stones, mixing. laying properly and compacting for foundation including cost and conveyance of all materials.' all labour charges,formwork charges,watering, curing, incidental expenses etc,exchuding ithe cost of reinforcement, complete as per standard specifications and as directed by the departmental officers | 3955.00 | Rs Three Thousand Nine Hundred and Fifty Five only | One Cubic Merre | 616980 |

Page 13


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(a) $\qquad$
(c) $\qquad$
less cost of Deppartmental materials and all hire charges for copartmentaltools and plant spectied to be supplied and recovered at the rates given in the conditions enclosed"

I/ we also agree that the tender excessirvtiention may be applied on the amount calculated after deducting the cost of all Departmental materials and all hire charges for departinental toota and ptant from the total amount of the work worked out ai the rate given in the schedile aftached to the tender.

NOTE: 1. -Strike out which is not applicable.
2. The rate may be quoted in words and figures.

## No of Correcition

## Na. ol Overwiting

## 80

Contractor
$30 / 0$
SUPERINTENDUNG ENGINEER, P.W.D(ROADS \& BRIDGES) NORTH CIRCLEGANCUT-1

## $-107$

Attachment to Para No.5.9 \&5.11 (page 44-89 of the attachment related to Para No, 5.9 and page 64-77 related to para 5.11)



Construction of Umminikkadavav Bridge across Kadalundi river in Malappuram District


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Attachment to Para No.5.9 \&5.11 (page 44-89 of the attachment related to Para No.5.9 and page 64-77 related to para 5.11)


Construction of Umminikkadavuv Bridge across Kadalundi river in Malappuram District


Attachment to Para No.5.9 \& 5.11 (page 44-89 of the attachment related to Para No.5.9 and page 64-77 related to para 5.11)

Construction of Umminikkadavuv Bridge across Kadalundi river in Malappuram District


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Attachment to Para No.5.9 \&5.11 (page 44-89 of the attachment related to Para No. 5.9 and page $64-77$ related to para 5.11 )

| 6.6-M46-6rede-mix 14 siog-20mm_harchofanite broken stones Grade mix for top plugging of well including cost and conveyance of all materials, labour ion dumping concrete, hire of mixer and vibrator and finishing the surface to required tevels with all charges etc. complete as per Sid. Specification and the direction of the deptl. officers. | 37 | M3 | 6400.00 | Rupees Six Thousanc Four Hundred Only | 236800.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| VRCC M 30 design mix for moulding well cap using 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate, mixing, laying in position and compacting inctuding cost and conveyance of all materials, all labour charges, watering, curing, formwork charges, incidental expenses etc. comple but exchuding the cost of reinforcement as per standard specifications and as directed by the departmental officers | 460 | M3 | 7250.00 |  | 3335000.00 |
| VRCC M 20 design mix for moulding abutment and solid wing wall using 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate, mixing, laying in position and compacting including cost and conveyance of all materiais, all labour charges, watering, curing, formwork charges, incidental expenses etc. complete but excluding the cost of reinforcement as per standard specifications and as directed by the | 377 | M3 | 6950.00 | Rupees Six Thousand Nine Hundred \& Fifty Only | 2520150.00 |
| VRCC M 30 design mix for moulding pier and pier cap using 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate, mixing . laying in position and compacting including cost and conveyance of al materiats,all labour charges, watering, curing. Formwork charges, incidental expenses etc. complete but excluding the cost of reinforcement as per standard specifications and as directed by the depertmental officers | 203 | M3 | 10100.00 | Rupees Ten Thousand One Hundred Only | 205030000 |
| VRCC M 25 design mix for moulding abutment cap using 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate. mixing, laying in position and compacting including cost and conveyance of all materiats, all labour charges, watering, curing, formwork charges, incidental expenses etc. complete but excluding the cost of reinforcement as per standard specifications and as directed by the departmental officers | 8 | M3 | 8100.00 | Rupees Enght <br> Thousand One <br> Hundred Only  | 948CO.Jis |



|  | VRCCM 25 design mix for moulding dirt wall using 20 mm hard granite graded |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 17 | laying in position and compacting including cost and conveyance of all materiats,all labour charges, watering, curing. formwork charges, incidental expenses etc. complete but excluding the cost of reinforcement as per standard specifications and as directed by the departmental officers | 22 | M3 | 9550.00 | Rupees Nine <br> Thousand Five <br> Hundred \& Fifly Only | 210100.00 |
| 18 | VRCC M 30 design mix for moulding pedestal using 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate, mixing , laying in position and cimpacting including cost and conveyance of at materials,all labour charges, watering, curing, formwork charges, incidental expenses etc. complete but excluding the cost of reinforcement as per standard specifications and as directed by the departmental officers | 6 | M3 | 7900.c3 | Rupees Seven <br> Thousand Nine <br> Hundred Only.  | 4740000 |
| 19 | Supplying and fixing elastometric bearing of size $500 \mathrm{~mm} \times 360 \mathrm{~mm} \times 99 \mathrm{~mm}$ compressed in three layers of mixture laminations each 3 mm thick and two layers of elastometric pads 12 mm thick in between metal plates and with 3 mm thick outer elastomatric cover at top and bottom and 6 mm thick elastometric cover alround including cost and conveyance of all materials, all labour charges, hire charges ${ }_{\text {w }}$ inecidental expenses etc complete. as per standard specifications and as mivered by the departmental officers | 24 | Nos | 1500c: | Rupees Fifteen <br> Thousand Only | 360000.0C |
| 20 | VRCC M 25 design mix for moulding T beam, deck slab, kerb elc ușing 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate, mixing , laying in position and compacting including cost and conveyance of all materials, all labour charges, watering, curing, formwork charges, incidental expenses etc. complete but excluding the cost of reinforcement as per standard specifications and as directed by the departmental officers | 364 | M3. | $22800: 6$ | Rupees Twenty Two <br> Thousand  Eight <br> Hundred Only  | 8299200.00 |
| 21 | VRCC M 20 design mix for moulding handrail using 20 mm hard granite graded broken stone as coarse aggregate and river sand as fine aggregate, mixing, taying in position and compacting including cost and conveyance of all materials,all labour charges, watering, curing, formwork charges, incidental expenses etc. complete but excluding the cost of reinforcement as per standard specifications and as directed by the departmental officers | 20 | M3 | 120000 | Rupees $\quad$ Twelve Thousand Only | 240000.00 |

Gpplying and fixing draingae spouts with 63 mm dia PVC pipe 60 cm long witb El gratings of $150 \times 150 \mathrm{~mm}$ size for deck siab inchuding cost and conveyance stand materiats, all labour charges, incidental expenses etc. complete as per Providing reinforcement for RCC work using TMT steel, fusion bonded an

23 epoxy coated bend, tied and placed in position including cost and conveyance
of all materials, all tabour charges, incidental expenses complese as standard specifications and as dirifected by the departmental officers

24
Welding $V$ cut joints for the MS rods after cleaning the $V$ cut ends including
cost of electrode, current charges hire cost of electrode, current charges,hire for welding plant etc.complete as per standard especifications and as per the direction of departmental officers
Providing expansion joint between spans with Aluminium sheet 16 gauge 7.5 cm long and 55 cm wide(weight of sheet $7.50 \times 0.5 \times 3.40 \mathrm{~kg} / \mathrm{m} 2$ ) packing in position, cutting the same in position with stot and $10 \times 6 \mathrm{~mm}$ at 30 cm centre to centre and filling the joints with mixture of bitumen, sand and saw dus including cost and conveyance of all materials, all labour charges, incidental expenses etc complete as per standard specifications and as directed by the departmental officers
Providing and laying 60 mm average thick bituminous concrete wearing coat over the carriageway with heavy seal coat using 24 mm broken stone $0.36 \mathrm{m3}$, 18 mm broken stone $0.245 \mathrm{m3}, 6 \mathrm{~mm}$ broken stone .09 m 3 premixed with hot bitumen ( $48 \mathrm{Kg} / \mathrm{m} 3$ ) $71.86 \mathrm{Kg} / \mathrm{m} 2$ including a tack coat of $2.95 \mathrm{Kg} / 10 \mathrm{~m} 2$, rolling to a dense surface including cost and conveyance of all materials, all labour charges, hire charges of roller, mixer, wheel barrows . incidental expenses etc. complete as per standard specifications and as directed by the departmenta! officers
Painting with synthetic enamel paint of suitable colour with approved quality wo coats including cost and conveyance of all materials, all labour charges,
incidental expenses etc complete as per standard specifications and incidental expenses etc complete
directed by the departmental officers
Bailing out water in trenches using 5 HP pump including cost and conveyanve of fuel, oil all labour charges, hire charges, incidental expenses etc complete
as per standard specifications and as as per standard specifications and as direcled by the departmental officers


Attachment to Para No.5.9 $\$ 5.11$ (page $44-89$ of the attachment related to Para No. 5.9 and page $64-77$ related to para 5.11) 1 053/2017/OS-PWD $-114$
Rough stone ory packing using hard blasted quany natuanain river in Matappuram District

and compacting for measurement for fulling the low thing on the road sides in and compacting with power rofter Including cost the low portions of the road directed by the dexpenses etc complete as per standard specifica, at labour Earth work exc depertmental officers which require blastion in aill classes of soil except hard and medion and aswectioner necessary including oreaking clor filling and forming of roadcharges,incidentsoil bank including all clocs, watering, ramming andas directed by the expenses etc complete as perveyance charges, labourCement coricrete depertmental officers
hard grenite $1: 4: 8$ (One cement, Four and and Eight
4 foundation of retaining wall inchixing, laying properly and compacting for labour charges,watering, curing. formwork charges, indiden of all materials, all officers
$\qquad$

| 5 | Cement Concrete 9:3:6 ( One Cement, Three Sand and Six Metal) using $60 \%$ of 40 mm and $40 \% 20 \mathrm{~mm}$ herd granite broken stone, mixing, laying properly and compacting for rquadrant wall including cost and conveyance of an materials, all labour charges, form work charges, watering. curing: incidental expenses etc.complete as per standard specifications and as cirected by the departmental officers | 754 | M3 | 5228.00 | Rupees Five <br> Thousand Two <br> Hundred \& Twenty <br> Eight Only  | 306i91200 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 6 | Colfection and supply of 60 mm hard granife graded metal in the ratio of $7: 3$ of 60 mm and 36 mm metal by volume respectively and stacking on the sides of road in standard heaps for pre-rieasurement inchuding cost, conveyance, alt labour charges, incidental expenses etc complete as directed by the departmental officers | 78 | M3 | 1067.00 | $\left\|\begin{array}{lr} \text { Rupees } & \text { One } \\ \text { Thousand } & \text { \&Sixty } \\ \text { Seven Only } & \end{array}\right\|$ | £3226.00 |
| 7 | Collection and supply of 36 mm hard granite broken stone and stacking on the sides of road in standard heaps for pre-measurement including cost, conveyance, all labour charges', incidental expenses etc complete as directed by the departmental officers | 75 | M3 | 1160.00 | $\|$Rapees One <br> T-rusand One <br> r-idred $\&$ Sixty <br> Only  | 3-0000 |
| 8 | Supplying and stacking good gravetly red earth for binding and stacking on the sides of road in standard heaps for pre-measurement inctuding cost. conveyance, all iabour charges, incidental expenses etc complete as directed by the departmental officers | 27 | M3 | 374.00 | $\|$Rinetes Three <br> Hicnared  <br> Fari: Only Seventy | 1005800 |
| 9 | Metalling the roadway 100 mm thickness compacted 1075 mm using broken stane( graded granite stone in the ratio $7: 3$ of 60 mm and 36 mm size respecively) 1 m 3 per 10 m 2 and depertmental binding material at 0.20 m 3 per 10 m 2 , bed rotting, spreading troken stones to template, rolling dry to compaction from sides to centre until the movement of broken stone cease. watering profusely and re rolling until the fines cream up and fill the voids of the stone, then spreading the gravelly earth and sweeping in to the joints, watering and re rolling until the gravelly earth has worked in to all crevices and a thin coat of slurry remains, then take off the roller and allow the surface to set to harden for 24 hours and re rolling next day until. any deformity is rectified including fencing, lighting, walching, hire charges, cost and conveyance of all materials, all labour charges, incidental expenses etc complete and maintaining the surface free from ruts for 15 days after completion as per $\begin{aligned} & \text { standard specification and as directed by the departmental officers(-for sub } \\ & \text { base) }\end{aligned}$ | 772 | M2 | 62.90 | Ruppess Sixty. Two Pase Ninety Only | 4855880 |

Matalling-the-fieedwaym00 hint thickress compacted to 75 mm using broken stone 36 mm size, 1 m 3 per 10 m 2 and departmental binding material at 0.15 m 3 per $10 \mathrm{m2}$, bed rolling, spreading broken stones to template, rolling dry to compaction from sides to centre untid the movernent of broken stonie cease. watering profusely and re rolling uritil the fines cream up'and fili the voids of the stone,then spreading the gravelly earth and sweeping in to the joints, watering and re rolling until the gravelly earth has worked in to all crevices and a thin coat of slurry remains, then take off the roller and allow the surface to set to harden for 24 hours and re rolling next day unth any deformity is rectified including fencing,lighting, watching, hire charges.cost and conveyance of alf materials, all labour charges, incidental expenses etc complete and maintaining the surface free from ruts for 15 days after completion for sub base as per standard specification and as directed by the departmentat officers(for base course)

Collection and supply of 12 mm size hard granite broken stone and stacking
on the sides of road in standard heaps for pre-measurement inchuding cost. conveyance, all labour charg
by the departmental officers
Collection and supply of 6 mm size hard granite broken stone and stacking on
12 the sides of road in standard heaps for pre-measurement including cost, conveyanice; all labour charges, incidental expenses etc complete as directed by the departmental officers
Providing 20 mm pre mixed chipping carpet over W.B.M surface with departmental broken stone after thioroughty cleaning the base with wire brushes, brass brooms and applying a priming coat of 7.50 Kg of bitumen 110 m 2 and spreading the premix(formed of 0.27 m 3 of 12 mm metal and 12.96 kg of bitumenf 10 m 2 ) rolling to a dense surface then spreading the seal coal (comprising of a hot premix of 0.09 m 3 of 6 mm departmental metal and 8.64 kg of bitumen / 10 m 2 ) again rolling including cost and conveyance of bitumen, oit, fuel etc, all labour charges, hire charges of brass brooms, camber board rofter and other machineries, watching. lighting. incidental expenses etc complete (total usage of bitumen $29.10 \mathrm{Kg} / 10 \mathrm{mz}$,) as per IRC specification and as directed by the departmental officers


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Attachment to Para No. 5.9 \&5:11 (page 44-89 of the attachment related to Para №.5.9 and page 64-77 related to para 5.11)


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Attachment to Para No.5.9. \&5.11 (page 44-89 of the attachment related to Para No.5.9 and page 64-77 related to para 5.11)

W/4 Thrimathy Centracting Cminany, V.P.Ca.Contro, Hoppltal Read, Nil ombur. $\mathrm{m}_{1} /$ We agree to indertake to oxecute the work at ( ${ }^{\circ}$ ).
(a) estimate rato
(a)
$\qquad$ \% \%abeysestumats. rale.
(c)
lesis cost of Departmental materials and all hire charges for departmentai tooks and plant speclifed to be supplied and recovered at the rates given in the condituns encloseor
may be applied on the amount calcutated afier decrecing the cost of ail Depertiontal materats and ail nirs inary.:
 for departientas tools and plant from the total arnount of the work worked out at the rate given in the schedule attached to the render.

NOTE:

1. -Strike out which is not applicable.
2. The rate may be quoted in words and figures.

## No. of Correction

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No.of Overwiting
    &a/-
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Contractor.


Draft para 5.5 is regarding the inadmissible payment to Contractor on baiance tem of Bridge worl- "Construction of Varamkadava Bridge and Approfech Road in Chelora Panchayath ${ }^{n}$ in Kannur District.

The Original work "Construction of Bridge at Varamkadavu in Chelora Panchayath in Kannur District was awarted for execulon on o $M / S$ Kerala State Construction Corporation Limited vide agreenent No SE(K)-33/2002.03 dated 21.2 .03 and site hand over on $04 / 204 / 2002$. The work consists of construction of Bridge proper and approach Road totaling 476 meters. Contractor of this works M/S Kerala State Construction Corporation Ltd completed the work of Bridge Propet in March 2005 and could not done forming the approach Roaddede to the reason of sub soil failure.

As already mentioned above, the original estimate for fork Varamkadavu Bridge consistst of bridge proper which inetuded he construction of briage structure such as foundation, sub structuyd $k$ dag superstructure based on the detailed design prepared as per the result of sub soil investigation done only tyabutment tand pier points. No sub soif investigationy was conducted along approach connections, which gare passing through waterlogged, marshy areas and also through areas submerging under water during tidal actions. The original Administrative Sanction was daccorded based on a rough cost estimate for the 10 ork without any detailed sub soil investigations done wit site in respect of they approach roadyso the Adr̄ininstrative Sanction amount rece kyed wos not
 whose estmate wás as per design prepared tafter obtaining the

# Admistrative Gantuondy The zow wav amount Administrative Sanction amount only was available for the constructiont 

 approach roads. So dily minimum provision of earth filling for formugg approach roads based on tape measurements were given in the original work entrusted to M/S Kerala State Construction Corporation Ltd.When M/S Kerala State Construction Corporation Ltd. Failed to form approach road owing to sub soil failure. The opinion of Geo Technical expert was sought. He studied the sub soil conditions at site which consists of deep layer of soft, highly compressible clay with high water content and proposed ground improvement works using Pre fabricated Vertical Drains (PVD) with woven and nonwoven Geo Textiles in order to accelerate the primary settlement due to consolidation process dissipating pore water pressure from clayey strata and thereby attaining rapid increase in the strength of sub soil.

The Revised estimate in corporating those items necessary for ground improvement which are included as per the suggestion made by Geo Technical Experts and based on SOR 1999 was sanctioned by Government on June 2008. But Kerala State Construction Corporation Ltd did not résumé the work as they demanded enhancement of Agreed Rate. Meanwhile one Mr. D.V.Muhammed Ashik from the locality approached the Hon'le High Court of Kerala praying for directing PWD to complete the work in all respect and the Hon'ble High Court of Kerala in the order In WPQNo. 8266 of 2008 directed PWD to complete the work within 9 months and later extended the date to 10.2.2010. Hence, after several conmunication between PWD and Kerala State Construction Corporation Ltd, and also based on the decision taken during the meeting by the Hon'ble Minister for Public Works Department on 29/11/2008 and taking into account the order in the judgment by the Hon'ble High Court of
 Corporation Ltd was terminated at the Riskina cost of contractor by th Superintending Engineer vide, Order No. DCE 54524498 絙 fated 30.20.2008
a) Audit Note: Uniustified revision of Ouantity of earthy wotk and tates:-


SAfter terminating the contact, with M/S Kerala State Construction Corporation Ltd., the balance estimate according to the ssanctonec revised estimate was prepared for the construction of approach roads. B the time of preparing balance Estimate. ie, some changes took place along the surroundings of the river portions, These marshy portions, alonh which the approach road is to be formed, got changes due to continuous submergence under water and due to tidal effects. In the balance estimate for construction of approach roads also no detailed level calcilation, was done towards arriving Earth work quantity due to pecuiliar site condition and only lumpsom provision towards embankment settlement given as it was not possibleto know the exact final settlement of embankment prior to the completion of ground improvenent works. A Provision of $34000 \mathrm{~m}^{3}$ earth filling was proposed in the balance estimate This quantity increased to $38141 \mathrm{~m}^{3}$ when initial levels were taken at close intervals on awarding the work. One of the reasons for this kus due to changes in the topography of the marshy and tidal affected aseas where embankment was to be formed since the termination of the original contract with $\mathrm{M} / \mathrm{s}$. Kerala State Construction Corporation Ltd. Another reason was that the LS provision given to account for settlement after ground improvement. Also the botton, width of formation at ligh embankments were increased from that in the original proposki, so that the area subject to submergence will increase and that will reduce the length of 50 meters, so as to complete the work properly, this finecessitated additional earth work and thus, the final quantity of earth filling was increased to 54174.38 . The initial levels were taken before commencing the ground improvement works. The settlement of the clayey sub soil underneath the ground level will start only after preloading over the embankment portion and the settlements were measure using settlement gauges fixed at interval installed at the ground level. The design of the ground improvement is based on achieving $20 \%$ consolidation in the time prescribed and the final settlement is measure using settlement gauges, So the final quantity of earth filling could be known only after completion of the settlement after a time interval and completion of the final embankment construction. The behavior of the clayey strata is highly complex in nature and deepens on the properties of the clayey soil which varies from point to point. So study of the exact quantity of the settlement and behavior of the clay soil underneath the formation and its design will take more time and involves tedious task for conducting detailed study of the various properties of the clayey strata on the entire formation areas.

The approach road alignment is through marshy, water logged portions subjected to tidal actions. So while progressing the earth filling, there were heavy loss of earth dumped on the approach alignment due to initial mixing with loose and soft marshy top soil $\&$ losses due to tidal effect and due to initial settlement. The loss of dumped earth along the sides could not be arrested as it was not possible to do side protection works at the toe of embankments

 guantity. But the department considering all the fact 1 Iimited 1 the percentage of wastage to $25 \%$ of the total filling quantity withe the approval of Chief Engineer. Further, since embankment formation for approach road is done along submerged and loose and marshy soil suffect to, tidal action, it was not possible to qualify and measure the earth lostry It was finally decided to allow $25 \%$ increase on the agreed date revising the agreed, rate, to $R \mathrm{~s} .2424 / 10 \mathrm{~m}^{3}$ and approved, vide order No. CE/R\&B/KNR/16956/2002 dated 09/10/2009 as extra items. It was also ordered to give estimate rate for all the sanctioned extra items andythis was subsequently upheld vide Govt. letter No. $25592 / \mathrm{D} 1 / 09 / \mathrm{PWD}$ dated $18 / 2 / 2010$.
The reason that attributed for the enhancement of the quantities of earth filling is different in each situations, starting from the ori ininal estimate preparation till the end of final formation of embankment. Where is no loss to Government due to this, as correct stable and more advanced technology which was also a new technology in PWD had beer adopted in the construction. An alternative to this method is by increasing the length of bridge spanning over the entire water iogged marshy poritind which will be more expensive than the ground mprovements works: Hence considering, all the above, Ghief Engineer has revised the rate for earth

b) Uniustified change of design, quantity, rates for syounid improvemênt xorks.

In the estimate of balance work, the quantity of installation of PVD was 47500 m where as the executed quantity was $130392,10 \mathrm{~m}$. The Geo- underneath proposed to provide PreFabricated Vertical drains a ong with Geo textiles. A deep study of the compete area of the embankment portions on each side of bridge proper could not done due to lack of facilities then. There were no research or lab facilities for designing this new advanced technology in the construction field at that time sub soil exploration at some points along the embankment portions only were not sufficient as they give only an approximate idea of the application of new technology.

Due to very loose and deep soff clay, with high water content, the average residual settlement in this portion is very high. In order to accelerate the primary settement due to consolidation by dissipating the pore water pressure, the pre fabricated vertical drain (PVD) was adopted. The use of PVD's for ground improvements is a modern technique well accepted internationally and adopted recently in the Country. At the time of execution research studies were still going on towards the application and hence in the balance estimate preparations the provisions given for PVD were not exactly the quantity as required at the site conditions. It needs more study about the soil conditions considering all parameters at the site. The PVD's were installed together with pre loading by surcharge embankments creating drainage paths which are inserted in to soft clayey sub soil. Thus the pore water squeezed out during the consolidation of the clay due to hydraulic gradients created by preloading can flow faster in the horizontal directions towards the PVD's and then it flows along the PVD's vertically upwards. It consequently accelerates the consolidation process and allows the clay to gain rapid strength. PVD is installed by using an installation ris by penetrating the mandrel which penetrates vertically into compressible soils to the desired depth. After completion of auges and, piezo meters were installed. Settienent gauges insed vor measurement of settlement of the ground and piezo meters are ysed for the measurement of changesin pore-pressure. By closely watching the settlement and its speed, modifications in the spacing of PVD were done. If the settlement rate is fast and if development of cracks noticed on top of embaniknents PVD's at closer intervals are provided. Similar situations arised during the execution of embankment close to abutment pertionsin Varamkadayu site where a sign of failure of the embankment noticed with crads spread widely on top extending downwards. Hente th consultation with Geo-Techical expert installation of PVD at, CSENA intervals were provided. This was considering the height of embanknents and increased water content in embankment portions close to abuiments. Also the depth of installation of PVD was increased depending upon the depth of soft clayey strata till a refusal strata (stiff soil) was reached. Hence the quantity of PVD provided originally in the estinate based on a rough design had to be nodified as per thes changes noticed ${ }^{\text {in }}$ the behavior of the embankment during construction carefully toting the surface condition on top of formation, noting the readings In set lement gauges and piezo meters. So the guantity of tems $\}$ of $k$ bepind improvements increased for the proper completion of embanknent.

The construction of pre fabricated vertical drains needs, sophisticated machineries such as installation rig consisting a mandrel for driving fhes PVD, anchor plate, PVDs, geo textiles imported and also instruments such as the settlement gauges, piezo meters etc. Sil the items used in the constructions are highly sophisticated and not indluded in the PWD schedule of rates. Hence the items of PVD and geo textiles were treated as extra items and no tender variation was applied.

The rates towatrds the ground improvenertis wowtes 14 the sanctioned estimate anid agreementschedule was based on matket thits: The entire item related to ground improvement works using PVD etc werc) executed by contractor collaborating with firm experienced in this filed having foreign tectinical expertise. Payments towards all items were dotie by this as per then prevailing market rates. Moreover, shice there is Change in specification of PVD from the original agreement specification, and change in the data rate which was purely based on market rate Competent authority revised the items and approved revised rate and increase in quantity. Then supplementary agreement executed with the Contractor to this sanctioned extra item with revised quantity and reyised rate which was based on market rate. This was also subsequently approved by Govt vide letter No. 25592/D1/09/PWD dated 18/2/2010 and allowed sanctioned rate (Estimate Rate). Hence no Tender variations affected.

All decision right according to the circumstances were taken whenever warranted by all the concerned officers in charge of this work towards proper completion of the work and also to adhere to the direction of the Hon'ble High Court of Kerala. The work completed, formally inaugurated and open to public traffic in appropriate mainer.

In view of the above facts the audit objection may be dropped. $-127-$

## VERIFICATION REPORT

Sub: Committee on Public Accounts 2016-19 meeting on 30.05.2018
Ref: Para 5.8 of Audit Report on Economic Sector for the year ended March 2015-Report No. 4 of the year 2016

Audit has observed that Public Works Department had constructed fender piles along with construction of Thadikkakkadavu Bridge across Periyar River. The fender piles constructed at a cost of Rs. 3.12 crore were meant for protecting the Bridge against the impact of collusion by barges. The requirement for fender piles was not theresince that particular stretch of waterway was considered not suitable for navigation. The Irrigation Department also did not have any plans for developing the stretch for navigable purposes. The Irrigation Department has also confirmed there was no navigable water way connecting the Nedumbassery Airport to Periyar River. The said Thadikkakkadavu Bridge was constructed in the northern arm of Periyar River by including fender piles to facilitate navigable purpose. The Irrigation Department has stated that the southern arm of Periyar is the shortest and economically feasible route for cargo movement from Nedumbassery Airport to Kochi Seaport. However, even this route was having bottlenecks due to insufficient clearance and requirement of widening of about 5 Kms length between Nedumbassery Airport and Chenkalthodu.

During Course of discussion of this observation, an official from the PWD had informed that Irrigation Department had constructed a locking system in Purapillykavu Bridge in the northern arm for navigation purpose. This gave an impression that the northern arm is also navigable and the fender piles constructed at Thadikkakkadavu Bridge is necessary and probably constructed with foresight. The Committee had requested Accountant General to verify this issue and give a report.

Accordingly, an audit team was deputed to verify the facts, it was found that the Purapillykavu Bridge was actually a regulator-Cum-bridge (RCB) with a navigation lock. The dimensions of navigation lock were 35 -metres-long shutter to shutter and inner width of 10 metres suitable for vessels having lesser dimensions and up to 1.20 -metres draft. This indicates that vessels which are having a length of less
than 33 metres width less than 9 metres and require draft of less than 1.20 metres alone only can pass through the Purapillykavu RCB. This also indicates that any bridges with a span of more than 10 metres either downstream or upstream would in no way facilitate navigation due to the bottleneck at Purapillykavu RCB. Incidentally during physical verification of the Purapillykavu RCB, the audit party witnessed the operation of RCB for allowing passage for a small boat pulling a barge of size of 12 metres length and 6.5 -metres width used for conveying construction activities (photos enclosed). The entire operation took more than half an hour for completion. The operation of the navigation lock is rare and done at the request of parties who are in need of such service. It was also seen that the depth level of RCB was restricted to plus 6.6-metres similar to that of the Manjali Bridge constructed by PWD 1.5 Km downstream of RCB. This part of river was not included in the National Waterways as decided in the meeting dated $11^{\text {th }}$ June 2013 in the chamber of Minister of Water Resources (copy of minutes enclosed). Thus, it is apparent the horizontal as well as vertical clearance of Purapillykavu RCB was not suitable for passage of heavy or medium size vessels. Consequent to this verification, it is reaffirmed that construction of fender piles at a cost of Rs. 3.12 Crore at Thadikkakkadavu Bridge was unwarranted since the stretch was not suitable for navigation purpose in view of the bottlenecks. It is also apparent that the decision to construct the fender piles was a decision taken by the concerned Chief Engineer (Roads \& Bridges) without the concurrence of Design, Research and Investigation, Quality Control wing (DRIQ) which had originally approved the design of Thadikkakkadavu Bridge.

Thus it is apparent the Purapillykavu RCB is suitable for movement of smaller vessels only. Hence the need for fender piles at Thadikkakkadavu Bridge which is having a span of more than three times that of Purapillykavu RCB was unwarranted resulting in wasteful expenditure of Rs. 3.12 Crore.
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No. ESII/DP Cell (Works) 1 B 2834/2015-16/

## To

Shri Harinarayanan NS,
Chief Engineer (Irrigation \& Administration), Irrigation Department, Government of Kerala, Thiruvananthapuram

Sir,
Sub: Details of Periyar river-structures built across the river and route followed.
It has been reported by Public Works Department that there is a water transport route through the northern branch of Periyar, from Neduvannur via Purapillykavu and Kadmakkudy, and the said route was being actively considered for connecting Kochi port with Nedumbassery airport. In this connection, the following information relating to Periyar river may please be furnished:

1. The river Periyar splits into two branches, viz., Managalapuzha and Varappuzhe, near Alva manappuram. Please confirm whether structures like bridge at Thadikkakadavu and Regulator-cum-bridge at Purapillykavu, currently under construction, are located on the "Managlapuzha branch' in the 'northern arm' of Periyar.
2. Whether there is any navigable waterway connecting the Nedumbassery airport to Periyar river. If yes, details of the same may be furnished. If not, please name the location nearest to the airport through which Periyar passes.
3. Whether there is any proposal to develop the "northern arm" of Periyar as a waterway connecting Nedumbassery airport to Kochi city/seaport for cargo transportation? If yes, please furnish the details.
4. Whether there are any drinking water projects in Periyar between the portion of rity that passes nearest to the Nedumbassery airport and the point where the northern arm of the river connects with the Chalakkudy fiver
5. Which of the routes, i.e northern or southern arm of Periyar, is economically feasible for transporting cargo from Nedumbassery aiiport to Kochi city/seaport?
6. Details regarding the type of cargo vessels fooats/barges that can navigate through the 10 metres wide lock forming part of the Regulator-cum-bridge at Purapillykavu may be fumished. Expected volume of cargo movement through the lock may be stated.
7. Whether there are any bottlenecks for large-scale cargo movement fron Nedumbassery airport through the northernarm of Periyar to Kochi city/airpoit?
The information cited may please be furnished by 12.11 .2015 .

(N. Subrardanian)

Deputy Accountant General (ES I) rom

4. Yes, Chowara Drinking Water Scheme (KWA) near Aluva is the exist nearest to the Nedumbassery Airport. More details may be obtained frof Kerala Water Authority, Aluva.
 importing cargo from Nedumbassery Airport to Kochi City scappite
6. Cannot specify the types of ofessel. that can pass throuxy whe wo k Purappillykavu Reguato Cumbriage. But vessels having 89 muthoig and 9 mtr wide with 120 mit otratt can pass through the lock:
7. Yes. There are botte hecksine to insufficient clearancevinder the

 deepening

Report on the joint inspection of site of Regulator cum Bridge at Purappillikkavu across Periyar Exiver in Ernakulam district, conducted by PW Party-V, along with Sri.KK Syamkumar, Assistant Executive Engineer, Irrigation Investigation Sub-division Aluva on 05-06-2018.
The Audit team along with the departmental engineers reached the site at 11.00 am . The RCB was constructed with 22 spans including the navigation lock. The civil and mechanical works were seen completed and electrical work not carried out.

The AEE informed that the electrification work was arranged, agreement executed and work generators on hourly basis through tender. The AEE informed that the navigation lock was constructed with dimensions 35.00 m long (shutter to shutter) and inner width of 10 m and those vessels having lesser dimensions with 1.20 m draft alone could be passed through the Lock.

It was also seen that the deck level of the RCB was restricted to +6.65 m , similar to that of the Minister of Water Resources. Hence the horizoded in the meeting dated 1-06-13 in chamber of was not suitable for passage of heavy or medium sized cargo s the vertical clearance of the Lock Shutters of navigation lock are being lift ergo vessels. by chance, the Party could witness the operaccasionally based on the request by the parties. But, small boat pulling a barge of size $12 \mathrm{~m} \times 6.5 \mathrm{~m}$ (approximavigation lock for allowing passage for


K K Syamkumar,

- Assistant Executive Engineer

Bismi Shana US
Assistant Engineer


## APPENDIX III

Appendix From Audit Report

Statement showing the works executed during the period 2011-15 treating as ordinary repairs
(Reference: paragraph 5.6; Page:顺)

| $\begin{aligned} & \text { SI. } \\ & \text { No. } \end{aligned}$ | Name of work | Divisk |  |
| :---: | :---: | :---: | :---: |
| 1. | Renewal/IRQP from km 231/000 to km 263/444 of NH-17 | Kozhikode | 1251.14 |
| 2. | Resurfacing NH-212 km 66/00 to km 76/00 | Kozhikode | 656.18 |
| 3. | Periodical renewal (PR) of $\mathrm{NH}-17$ providing 50 mm BM and $25 \mathrm{~mm} \mathrm{BC} \mathrm{km} \mathrm{194/610} \mathrm{to} \mathrm{km}$ 206/500 | Kozhikode | 1,042.86 |
| 4. | Repairs to Railway overbridge at Vengali, Vengalam and Chengathukavu on NH-17 | Kozhikode | 179.82 |
| 5. | PR 2010-11, providing BM and BC in km 29/000 to km 41/000 of NH-17 | Kannur | 664.56 |
| 6. | Resurfacing of $\mathrm{NH}-17$ from $\mathrm{km} 58 / 000$ to km 63/000 | Kannur | 464.05 |
| 7. | Improvements to Kondotty town km 27/500 to km 29/150 of NH-213 | Malappuram | 330.90 |
| 8. | Widening of NH-213 between Angadipuram and Perinthalmanna | Malappuram | 336.46 |
| 9. | Monsoon work NH-49 Madurai-Kochi road 40 mm BC between $\mathrm{km} 279 / 000$ to $\mathrm{km} 286 / 610$ | Muvattupuzha | 349.99 |
| 10. | NH-17 2013-14 providing $1.20 \times 1.50$ span slab culvert and drainage facilities (km 331/500 to km 331/750) | Malappuram | 19.93 |
| 11. | NH-2 22 - resurfacing work between km 97/600 to km 117/600 in Wayanad district | Kozhikode | 580.53 |
| 12. | $\mathrm{NH}-213$ for 2013-14 extension of culvert drain ( $\mathrm{km} \mathrm{41/040}$ and $\mathrm{km} 40 / 700$ ) and ( $\mathrm{km} \mathrm{42/800}$ and km 43/200) | Malappuram | 4.62 |
| 13. | NH-213 for 2013-14 extension of culvert drain at km 79/200 (left side) | Malappuram | 4.98 |
| 14. | $\mathrm{NH}-213$ for 2013-14 extension of culvert at km 46/800 | Malappuram | 4.95 |
| 15. | NH-47 Resurfacing work from Vadakkancherry to Vaniyampara (km 240/000 to km 249/000 and Vazhukumpara to Mannuthy) | Kodungallur | 1,526.00 |
| 16. | Repairs to damaged drain in providing cover slabs between km 70/800 to km 70/900 (right side) | Malappuram | 2.99 |
| 17. | Repairs to damaged drain in providing cover slabs between $\mathrm{km} 70 / 900$ to $\mathrm{km} 71 / 000$ (right side) | Malappuram | 3.00 |
| Total |  |  | 7,422.96 |


[^0]:    4 NH Division Kannur, Kodungallur, Kozhikode, Moovattupuzha and NH North Circle Kozhikode.

[^1]:    5 Mineral sand - This is at times used as an alternate for river sand.

[^2]:    6 (₹ 34,017 - ₹ 16,344 ) x 549.85 m
    7 ₹ 97.17 lakh less ` 4.85 lakh being five per cent margin of KSCC.

[^3]:    8 Fender piles are provided in ports and harbours to absorb the impact of berthing vessels and to avoid damage both to the vessels and the structure which are made of shock absorbing materials.

[^4]:    9 Floating platform for working `25.61 lakh (+) anticorrosive treatment to reinforcement ₹ 4.51 lakh (+) boring and concreting` 197.45 lakh ( + ) providing casing pipe ₹ 75.90 lakh ( + ) providing reinforcement to concrete ₹ 43.24 lakh $=₹ 346.71$ lakh less tender rebate ₹ 34.95 lakh $=₹ 311.76$ lakh say ₹ 3.12 crore .

[^5]:    $10 \quad 49.8000$ metres

[^6]:    12 Shri.V.P.Mohammed Ayub, Eranhikode, Edavana, Malappuram, M/s Ernad Engineering Enterprises Ltd., Kodur P.O, Malappuram, M/s Thrimathy Contracting, CPC Centre, Hospital Road, Nilambur.

[^7]:    13 The firm period of a tender is the period from the date of opening of the tender to the date upto which the offer given in the tender is binding on the bidder. The firm period is fixed as the maximum time required within which a decision can be taken on the tender and order of acceptance issued in writing to the bidder, which shall be prescribed in the NIT.

    14 The Local Market Rate for materials and labour shall be fixed by the EE twice every year for preparing LMR justification for the purpose of estimates for tender approval.

[^8]:    $15 \mathrm{M} / \mathrm{s}$ PK Construction Company, Muvattupuzha.
    16 M/s P.G Constructions, Pullani, Oarambil, Thrithala, Mezhathur P.O, Palakkad.

[^9]:    17 ₹ 7.24 crore - ₹ 5.68 crore = ₹ 1.56 crore

[^10]:    18 EMLI-Effective Management of Letter of Credit Issuance

[^11]:    Dung Ex:- Conference, rhe rrit Engineer stated that

[^12]:    Signature of Tenderer with seal

[^13]:    Signature of Tenderer with seal

[^14]:    Signature of Tenderer with seal

