

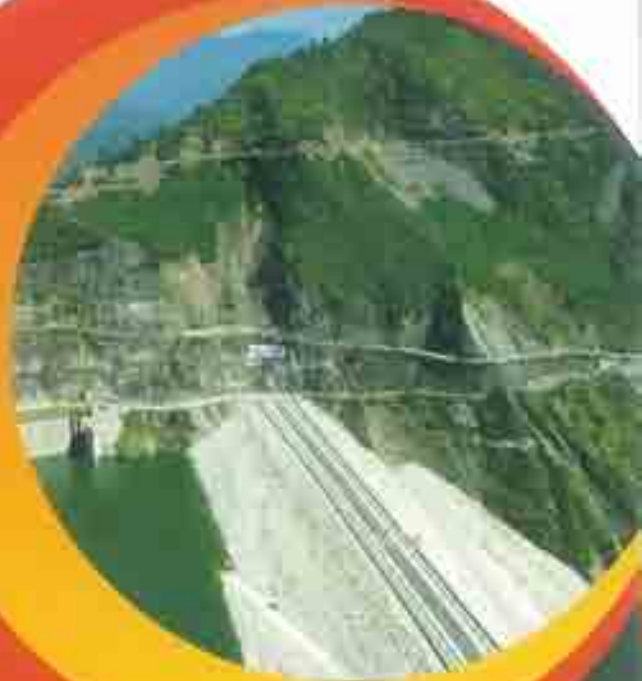
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टीएचडीसी इंडिया लिमिटेड  
THDC INDIA LIMITED

PROBLEM AREAS OF CORRUPTION IN  
WORK CONTRACTS/CONSTRUCTION  
IDENTIFIED BY CTE & SYSTEMIC  
IMPROVEMENTS ISSUED BY  
VIGILANCE DEPARTMENT

2019-20

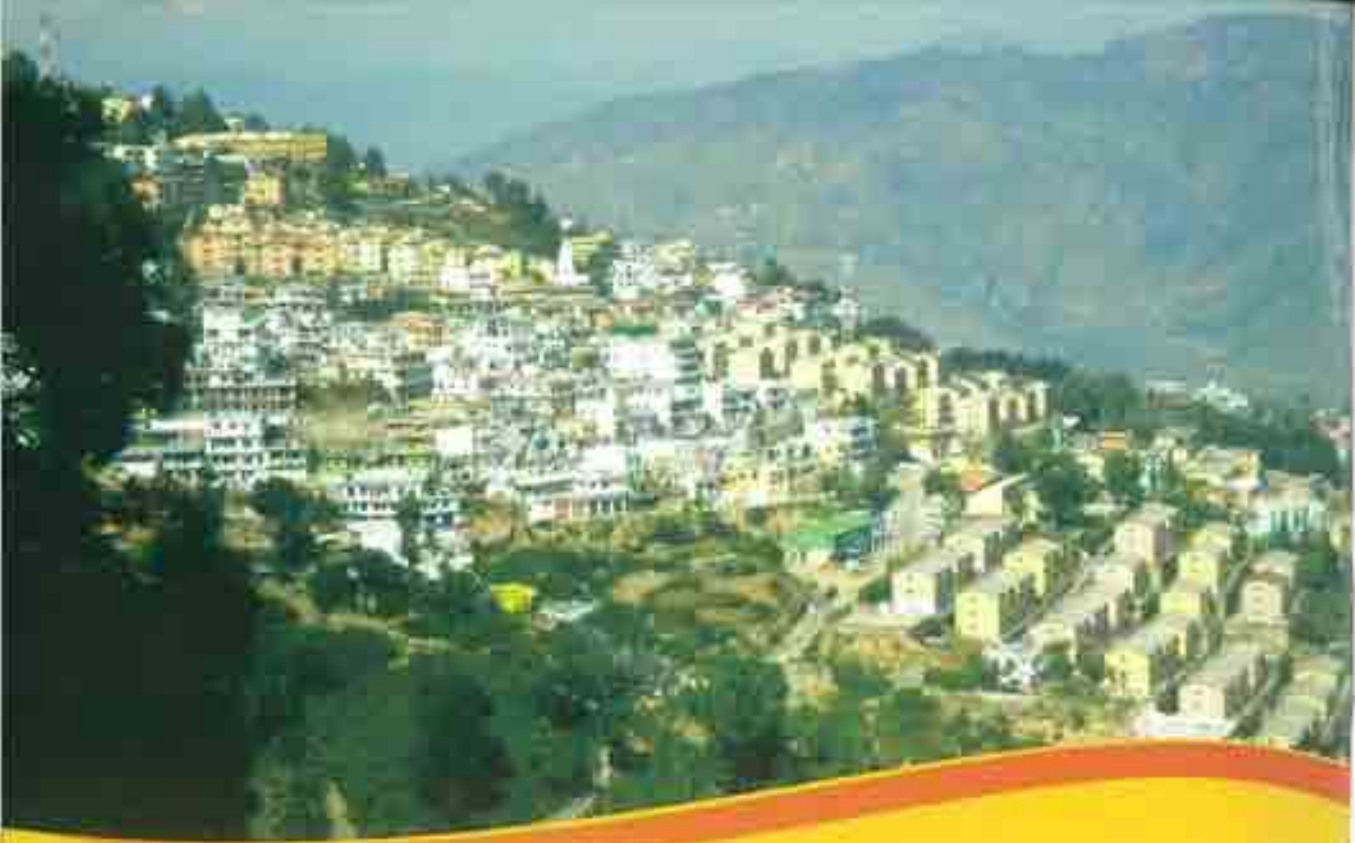


**VIGILANCE DEPARTMENT**

**THDC INDIA LIMITED**

(A Joint Venture of Govt. of India & Govt. of U.P.)

Ganga Bhawan, Pragatipuram, Bye-Pass Road, Rishikesh-249201- Uttarakhand



### VISION

A world class energy entity with commitment to environment and social values.

### MISSION

- To plan, develop and operate energy resources efficiently.
- To adopt state of the art technologies.
- To achieve performance excellence by fostering work ethos of learning and innovation.
- To build sustainable value based relationship with stakeholders through mutual trust.
- To undertake rehabilitation and resettlement of project affected persons with human face.





राष्ट्रपति  
भारत गणतंत्र  
PRESIDENT  
REPUBLIC OF INDIA

MESSAGE

I am happy to know that the Central Vigilance Commission is organising Vigilance Awareness Week from 28<sup>th</sup> October to 2<sup>nd</sup> November, 2019 on the theme "Integrity-a way of Life"

The Commission is conducting public campaigns on the above theme across cities, towns and villages and making efforts to reach out to the youth by organizing related activities in schools and colleges across the country.

Ethical conduct and integrity are essential elements of good governance in our institutions and pre-requisites for inclusive development. This campaign to promote such qualities must cover all aspects of our national life.

I extend my greetings and felicitations to all those associated with the Central Vigilance Commission and wish the Vigilance Awareness Week every success.

  
(Ram Nath Kovind)

New Delhi  
October 25, 2019



भारत के उपराष्ट्रपति  
VICE-PRESIDENT OF INDIA  
MESSAGE

I am happy to know that the Central Vigilance Commission (CVC) is organizing Vigilance Awareness Week on the theme "Integrity – a way of Life" from 28<sup>th</sup> October to 2<sup>nd</sup> November, 2019.

CVC is the apex vigilance institution of India. It has been working relentlessly towards eradicating the menace of corruption by infusing greater transparency and accountability into the functioning of public institutions.

We must empower the general public so that they actively participate in the governance process. Awareness is a necessary pre-condition to participation.

I am glad to learn that during the Vigilance Awareness Week, officials of the vigilance organizations along with public and private organizations will conduct seminars, lectures, debates, plays and drawing competitions in schools, colleges and at other places. Such outreach activities will certainly help in informing and educating the general public about the derogatory effects of the formidable challenge of corruption.

I appreciate the role played by the CVC in the promotion of transparency, accountability and efficiency in governance.

I hope that the "Vigilance Awareness Week" will go a long way in strengthening the national movement against corruption.

I wish the CVC all success in its future endeavours.

  
(M. Venkaiah Naidu)

New Delhi  
23<sup>rd</sup> October, 2019

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सत्यमेव जयते

केन्द्रीय सतर्कता आयोग  
CENTRAL VIGILANCE COMMISSION



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019/VGI/029

सं./No.

दिनांक / Dated 16.10.2019

MESSAGE

The Vigilance Awareness Week observed each year by the Central Vigilance Commission affirms Commission's commitment to promotion of integrity and probity in public life through citizen participation.

"Integrity- A way of life" has been chosen as the theme for the Vigilance Awareness Week this year by the Commission. Integrity and Ethics form the foundational pillars of a nation and national development takes place when individuals and organisations are committed to integrity as a core value. Combating corruption is not just a matter of making laws and creating institutions, but is deeply rooted in human values and morals of individuals. Cultivating ethical values is essential for building a New India.

The Commission believes that this theme would help draw the attention of all sections of society especially the youth of the significance of ethical conduct in the building of an honest, non-discriminatory and corruption free society.

The Commission's initiatives like the taking of voluntary Integrity Pledge, Integrity Clubs in schools and colleges, mass awareness campaigns are efforts to motivate people to observe ethical behaviour in everyday life.

The Commission appeals to all to inculcate integrity as a way of life for the realisation of the full potential of the individual and progress of the nation.

  
(Shival Kumar)

Central Vigilance Commissioner



**D.V. SINGH**  
Chairman & Managing Director  
THDC India Limited

## **FOREWORD**

Vigilance Awareness Week is to be observed from 28<sup>th</sup> October to 2<sup>nd</sup> November 2019. The Vigilance Department is publishing a booklet on "Problem Areas of Corruption in Work Contracts/Construction identified by CTE & Systemic Improvements issued by Vigilance Department". The coverage is quite comprehensive and will go a long way in preventive vigilance within the organization and to that extent help in reducing corruption. Some of the issues raised by Vigilance department in form of systemic improvements for information to all concerned have also been incorporated in the booklet.

This year the theme of the Vigilance Awareness Week is "Integrity- A Way of Life". Integrity is the key attribute of Good Governance which means the process of making good decisions and their effective implementation. It is imperative that Integrity, Transparency and Accountability have to be inculcated in governance to ensure the effective implementation of policies, procedures & rules of organization and to empower the general public. Effective and conscientious contribution of public is essential to promote integrity and fight against corruption.

On the occasion of Vigilance Awareness Week - 2019, I congratulate the Vigilance Department for releasing the Booklet and for its efforts in implementing Systemic improvements and preventive vigilance approach keeping in the view of Vigilance aspects, interests of Corporation, norms of transparency and executive functioning.

Place: Rishikesh

Date: 10.10.2019

(D.V. Singh)

**Sh. B.P. Gupta, IFS**  
**Chief Vigilance Officer**



## PREFACE

Vigilance is, in fact, a state of being alert or watchful all the time in every ambit of working. It's a management function with a wholesome approach to combat corruption and instill probity, integrity, transparency, impartiality in public works. Vigilance function plays a critical role in induction and adoption of the best practices of corporate governance and ethics in any organization. The principles of honesty, integrity, transparency, fairness, and righteous action are the guiding lights for efficient and effective governance. In THDC India Limited, we are committed to ensure the adoption and implementation of highest standards of corporate governance. Vigilance Awareness Week gives us an opportunity to rededicate ourselves to the cause of eradicating corruption from our society and reinforcing the fact that the Honesty is the best Policy.

On the occasion of Vigilance Awareness Week from 28<sup>th</sup> October to 2<sup>nd</sup> November 2019, Vigilance department is publishing a booklet on "Problem Areas of Corruption in Work Contracts/Construction identified by CTE & Systemic Improvements issued by Vigilance Department". Attempt has been made to identify the areas vulnerable to corruption in the construction industry from the experience gained by the C.T.E. organization during the intensive examination of works. I hope this publication would help the officials in the organization to discharge their functions effectively.

This year the theme of Vigilance Awareness Week is, "Integrity- A Way of Life". Transparency, Integrity and Accountability as the virtue of good governance would not only result in removing negative connotations attached with vigilance work but also in ensuring the implementation of anti-corruption policies in the business activities and management of the company's resources.

The participation of each and every employee of the Corporation for creation of greater awareness and their anti-corruption efforts would strengthen the resolve to eliminate corruption from society.

Place: Rishikesh

Date: 10.10.2019

  
(B.P. Gupta)



## स्वत्व त्याग/ Disclaimer

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**PART-I**

**PROBLEM AREAS OF  
CORRUPTION IN WORK  
CONTRACTS/  
CONSTRUCTION**



## 1. INTRODUCTION:

Punitive action should not be the main function of the vigilance unit of any organization. Effective vigilance function lies in the preventive vigilance measures taken. Work specifications, manuals, codes, etc. are available to follow during execution of works. However, they are found to be exhaustive for anyone to read and memorize. If vulnerable areas of corruption are brought to the notice of the concerned, prevention of the occurrence of the calamities can easily be achieved. Excuse of ignorance can also be defeated by the preventive vigilance measures. Attempt has been made to locate the areas vulnerable to corruption in the construction industry from the experience gained by the C.T.E. Organization

## 2. PROBLEM AREAS:

Quality in the construction was the area exploited initially for getting bribes from the contractors by allowing inferior quality of works. The payment to the contractors became the next area. Most of the activities in the construction had now become problem areas of corruption. The following areas are identified as the problem areas from the past experience.

- i) Administrative Approval
- ii) Detailed Estimate & Technical Sanction
- iii) Consultancy
- iv) Preparation of Tender Documents
- v) Invitation and Opening of Tenders
- vi) Tender Scrutiny & Award of works
- vii) Works Agreement
- viii) Payment to Contractors
- ix) Site Records
- x) Quality in Construction

## 3. ADMINISTRATIVE APPROVAL:

For every work (excluding petty works and repairs), it is necessary to obtain the concurrence of the competent authority of the administrative department before commencement. The formal acceptance of the proposals by the competent authority is termed as "Administrative Approval(A/A)." The following are the main purpose of the above approval:

- i) To check whether the work is really required.
- ii) To see whether the estimate is not an inflated one.
- iii) To see whether yardstick for various provisions are not exceeded.

### 3.1 PROBLEMS:

**3.1.1 No approval accorded:** According of A/A provides to the competent



authority an opportunity to take decision regarding scope of work, specifications and cost involved. Otherwise there is likelihood of misuse of the powers by the subordinate authority.

**3.1.2 Inflated provisions in the P.E. (Preliminary Estimate):** At the conception stage itself, inflated provisions are incorporated in the preliminary estimate and the margin thus available in the sanctioned estimate is misused for non essential works and also for awarding the work at higher rates to the contractor.

**3.1.3 Major changes made during execution :** The scope and specifications of the work are drastically changed by the executing authorities. This exercise is mainly to give undue benefit to the contractor by allowing him to execute the items at higher rates. Apart from the high rates, the contractor gets additional work without competition.

**3.1.4 Funds allotted to one head incurred on another** There were instances of utilizing the funds on the works not approved by competent authority by diverting funds from approved works. There is no financial discipline in this case apart from utilizing the funds for the lavish expenditure.

**3.1.5 Cost overrun due to delay in award of work:** in many instances it was noticed that there has been unreasonable delay in A/A after submission of the estimate, planning and design, inviting tenders, acceptance and award of work after receipt of administrative approval. This results in exorbitant cost overruns to the tune of crores of rupees

**3.1.6 No check on the preliminary estimate prepared by Consultants:** The consultants engaged for planning, design and execution of work may furnish the preliminary estimates with ambiguous provisions and inflated rates etc. The administrative departments simply sanction these estimates without scrutiny resulting in the approval of inflated cost estimates which can be a source of corruption.

**3.1.7 Non observance of Yard stick:** There must be some yard stick prescribed for various requirement such as floor area, finishing items, air-conditioning works etc. for various type of buildings for a particular use. The competent authority should see that these yard sticks are observed strictly while according administrative approval to safeguard the public money against its misuse for personal comfort and benefit

**3.1.8 Unit Cost not considered :** The estimate prepared for obtaining administrative approval should have some basis, such as unit cost etc. Some organizations such as CPWD follow well established practice, such as 'plinth area rates' for preparation of estimate for accord of A/A. If no such practice is adopted, it is difficult to exercise control over the cost, and there is every possibility of approving an inflated cost estimate by the administrative authority.

**4. DETAILED ESTIMATE & TECHNICAL SANCTION :** The detailed estimate supported by complete details such as schedule of all items, quantities, rate, cost, drawings, specifications, rate analysis, measurement details needs to be prepared for each work and technical sanction of competent authority should be obtained. Technical sanction ensures that the proposal is structurally sound and estimate is an economical one. The nomenclature of various items of works should be without ambiguity. The rates should be adopted from standard schedule of rates and for non-schedule items, rates should be based on proper an analysis of rates. If the estimate is prepared by the consultants, the estimate has to be checked and sanctioned by the competent engineers of the organization which appointed the consultant to ensure economy as well as structural soundness of the project.

#### **4.1 PROBLEMS:**

**4.1.1. Estimate not prepared:** Instances have come to the notice of this organization, where the process of preparation of detailed estimate and call of tenders was dispensed with and contractors were asked to execute the work.

**4.1.2 No sanction accorded for the estimate to ensure economy and structural soundness :** Very often, the detailed estimated prepared by the consultants were not checked by the Department. Tenders were invited based on the cost estimated by the consultant. The estimate prepared by the consultants are usually inflated one. Invitation of tenders based on such inflated estimates often lead to the possibility of acceptance of the same at higher rates extending undue financial benefit to the contractor.

**4.1.3 Nomenclature of items - ambiguous:** Any ambiguity in the nomenclature of the items in the estimate results in quoting of erratic rates by the contractor as well as in disputes, ultimately resulting in loss to the organization.

#### **4.1.4 i) No schedule of rates followed**

**ii) No analysis for non-schedule items :** Detailed estimates should be prepared on the basis of standard schedule of rates and in case standard schedule of rates is not followed, the rate need to be analysed based on NBO/CPWD guidelines etc. If the above procedure is not followed, it results in adoption of arbitrary rates for items in the Detailed Estimate. This ultimately will lead to inflated estimated cost, which could be a source of corruption.

**4.1.5 No details and reference to drawings for quantities adopted:** It was observed in many cases that the details of measurements and drawings are not made as a part of the detailed estimate resulting in arbitrary adoption of quantities in the estimate. This often led to abnormal and unreasonable deviation in the quantity of various items of the work. The above again can be a source of corruption during execution to extend undue benefit to the contractor.



**4.1.6 Same component repeated in more than one item:** Repetitive stipulation of the same component in more than one item in the detailed estimate, results in over payment to the contractor.

**4.1.7 i) No check on the estimate prepared by the prepared by the consultants**

**ii) No check on use of imported Material :** It is the tendency of the consultants to use costly as well as imported items in the estimate to increase the cost of work as the fee payable to them is fixed as certain percentage of the cost of work. Due to the above, the works are awarded at high rates. Thus the consultants and contractors were benefited during the above process which had become the source of corruption.

**4.1.8 Technical sanction based on earlier accepted rates :** Instances have come to the notice of this Organization where technical sanction of detailed estimates was prepared based on the high rates quoted by the contractor and accepted in earlier tenders. This resulted in the high estimated cost, which was used for award of work to the contractor at higher rates extending undue benefit to contractor by corrupt officials.

## **5. CONSULTANCY:**

It was observed that the appointments of consultants were mostly made arbitrarily without transparent manner.

### **5.1 PROBLEM:**

**5.1.1 No Publicity:** Appointment of consultant is generally being done without proper publicity and without collecting adequate data about their performance, capabilities, experience etc. Most often, panel of known firms is made and the consultancy contract is given arbitrarily to one of the firms at higher fee without proper publicity and competition.

**5.1.2 Appointment From Old Panel :** It has been observed that consultants are picked up from very old panels kept by the department and contracts were awarded to them arbitrarily. For big projects, the consultants have to be selected by inviting fresh tenders indicating the requirement to get competent consultants at competitive rates instead of selecting them from the old panel.

**5.1.3 Ad-hoc Rates:** Award of consultancy contract at pre-determined/ad-hoc rates and not resorting to competitive price bids results in acceptance of exorbitant fees.

**5.1.4 Consultant appointed when in-house facility is available:** Appointment of consultants when in-house expertise is available, becomes the source of corruption in addition to non-utilisation of available resources.

**5.1.5 No action for part Performance:** Punitive action against the consultants is generally not taken even though they fail to perform the required

services as per terms of the contract. This result in financial loss to the Government and also the project is delayed resulting in indirect loss in terms of payment of escalation to the contractor.

**5.1.6 No Maximum limit fixed for payment:** The Consultants tend to increase the cost of work for more fees as generally the fees of the consultant is fixed at a certain percentage of the cost of the work. In case, the clause related to maximum ceiling of payment is incorporated in the agreement, then this can serve as a tool to check such tendency of consultants to increase the cost of the project.

**5.1.7 Rates for repetitive works not fixed :** In the consultancy agreement, generally nature of repetitive type of work is not defined. Fee for such work should be less as no extra input other than issue of additional set of drawings is required.

**5.1.8 Paid for the services not rendered:** In many instances, it was observed that payment was released to the consultants even though services required to be rendered were not complete in all respects, e.g. complete structural drawings were not submitted by the consultant but payment was released or supervision not done but payment released.

**5.1.9 Consultants were allowed to receive sale proceeds of tenders:** Some of the banks and public sector undertakings allowed consultants to invite tenders on behalf of the organization. Consultants collected the sale proceeds of the tender documents sold and did not remit the amount to the concerned PSUs etc. This is highly irregular as it amounts to undue financial benefit to the consultant beyond the scope of contract.

**5.1.10 No control on the travel expenses of consultants for site visits:** Many cases of excess payment to the consultants on travelling expenses have been observed. Payment made towards travelling expenses sometimes exceeds the fee payable to the consultants.

**5.1.11 No check on consultants' planning, design, and execution – Contractors benefited in the process:** In many cases, it has been observed that the departments entrust the responsibilities relating to the preparation of estimate, structural design and execution of work to the consultant. The consultant tends to be over safe in the structural design because of the fact that the above adds to the fees payable to them on account of increase in cost. It has also been observed that the consultants generally do not take much pain while doing the structural design and essential criteria such as earthquake resistance design etc. is ignored. Hence the checking the structural design and drawings of the consultants by the departmental officers is a must to ensure that the design is an economical one apart from the structural soundness.

**5.1.12 Consultants passing on their responsibility to contractor:** Consultant was supposed to give design and drawing as per the consultancy agreement. While preparing the tender document for construction work, the responsibility

of the preparation of drawings and structural design was entrusted with the construction contractor by adding a condition to that effect. Finally, the contractors loaded the quoted rates for the above work and the consultant was benefited during the above process at the cost of the organization.

## 6. PREPARATION OF TENDER DOCUMENT:

Tender documents (generally called NIT) comprising of notice inviting tender, standard tender form with conditions, schedule of quantities, set of drawings, specification of the work etc. should be prepared and approved by the competent authority. The NIT should be properly bound and sealed and it should be made available for inspection.

### 6.1 PROBLEMS:

**6.1.1 *Approval of competent authority not accorded:*** In many PSUs tender documents as prepared by the consultants are issued to the contractors without scrutiny and approval. Tender documents should be issued only after scrutiny and approval by the competent authority of the department to avoid irregularities.

**6.1.2 *Contain conflicting, vague and ambiguous provisions resulting in disputes, delays and financial losses:*** Conflicting provisions in the tender documents often lead to dispute, delay and financial loss to the Government.

**6.1.3 *Prequalifying criteria ambiguous/stringent:*** It has been observed that either eligibility/prequalifying criteria is not specified clearly in the NIT or made very stringent thereby restricting the numbers of intending bidders.

**6.1.4 *Rate only Item:*** "Rate only" items are seen provided in the bill of Quantities without giving quantity against the item. Such items do not alter the position of the tenderers irrespective of the rates quoted. For such items, generally abnormally high rates are quoted by the tenderers and such A.H.R. items are operated to the advantage of the contractor during execution. Therefore, the rate only items should not be provided in the tender documents.

**6.1.5 *Advance for old machinery already in possession of contractor:*** It has been observed that in some of the hydro projects, plant and equipment advance to the tune of crores of rupees were allowed to the contractor for the old machinery acquired by the contractor prior to award of work for which no additional expenditure was incurred by the contractor after award of the work.

**6.1.6 *Mobilization advance without interest:*** This commission vide O.M. No.N4/POL/19 dated 8.12.97 directed that mobilization advance should be allowed for selected works only and it should be interest bearing. But it has been observed in a number of cases that the contractors were given interest free mobilization advance.



**6.1.7 Unworkable period of construction:** The stipulated period of completion of work should be realistic based on magnitude of work etc. Stipulation of unworkable period leads to frequent grant of extension of time, litigation and corrupt practices.

**6.1.8 Tender documents prepared by splitting bigger works deliberately to fall within the competency of subordinate officers:** Subordinate officers deliberately split the bigger works into smaller works so that these small works fall within their jurisdiction in respect of technical sanction, award of work etc.

**6.1.9 Particular Brand of products stipulated:** It is appropriate to stipulate the use of ISI marked products instead of stipulating a particular brand of product in the tender document, as it encourages restrictive trade practice. Use of a particular brand of product might have been done to favour the known manufacturer.

**6.1.10 Improper type of contract followed:** Works are generally awarded on item rate contracts. L.S. contracts are awarded when all design, drawings, specifications etc. were ready before inviting tenders.

**6.1.11 Voids to be deducted for earth filling (other than those below flooring) not specified.**

## **7. INVITING AND OPENING OF TENDERS:**

### **7.1 PROBLEMS:**

#### **7.1.1 Adequate time for publicity not given:**

Adequate time is not given to restrict the competition in tendering so that the work can be awarded to a favoured contractor at exorbitant rates.

**7.1.2 Wide publicity not given:** It was observed in many cases that the tenders were published in newspapers having hardly any circulation. Publicity through websites are to encouraged as far as possible. Also tender notices are not sent to the Building Association. It has come to the notice that wide publicity is not given or restricted tenders are invited by some corrupt officials due to the following:

- i. To favour a few contractors who normally executes the works for such organizations.
- ii. To award works to the above contractors in turn by having understanding among the contractors and the corrupt officials.
- iii. "Bribe Money" for awarding the works is extracted by the corrupt officials well in advance at various stages. In certain cases, the bribe money is paid well before invitation of tenders for the works since the prospective contractors are decided much before the invitation of tenders. Hence wide publicity is a must.



**7.1.3 Tenders issued to ineligible applicants** : The pre-qualification criteria specified in tender notice are not being checked before issue of tenders resulting in award of works to ineligible contractors.

**7.1.4 Tender Sale and opening registers not maintained**;

**7.1.5 Opening tenders in the absence of tenderers**: For fair and transparent system of tendering, the tenders should be opened at the prescribed time and place in the presence of bidders who choose to be present at that time. The rates quoted by various tenderers are read by the tender opening officer.

**7.1.6 Corrections, omissions etc. in tender not numbered and attested by the tender opening officers**: It is a must that all corrections, omissions and insertions etc. are proper numbered and attested by the tender opening officers to avoid possibility of tampering of documents.

**7.1.7 Rate not quoted in figures by Tenderers**: The rates for various items are to be quoted in words also. The tender document should have provision of quoting rates in figures and words by the tenderer. In case the tenderer fails, the rate in words must be written by the tender opening officer.

**7.1.8 Tender invited without availability of site and approval of local body** : Award of works without obtaining possession of site and approval of the scheme by local body is not proper as it results in non utilization of assets created and huge escalation payment to the contractor due to delay in commencement and completion of the works.

**7.1.9 Limited tenders invited as emergency work but later either work delayed or not put to immediate use on completion** : It was observed that limited tenders were invited on grounds of emergency but later either the completion was abnormally delayed or assets were not put to use on completion. The above is done to avoid competitive bidding and mainly to award the work to favourite contractors at higher rates.

**7.1.10 Tenders received late considered for evaluation/award**: Tenders received after due date and time of receipt are not to be considered to maintain the sanctity of tender system and to avoid malpractices.

## **8. TENDER SCRUTINY AND AWARD OF WORKS;**

### **8.1 PROBLEMS;**

**8.1.1 Certificates for satisfactory completion of work executed for private organizations accepted without TDS certificate**: The certificates produced by the contractors for having executed works for private organizations are accepted without ascertaining the TDS details as a proof for completion of work of required magnitude. The same is not proper and may result in award of work to the ineligible contractors. Therefore, TDS certificate in addition to the certificate issued by the Organization shall form the basis for considering experience of work executed for private organization.

**8.1.2 Non-evaluation of conditions quoted by the tenderers and accepting**



undue conditions during negotiations to give undue benefits to the contractor: Financial implications of the conditions given at the time of submission of the tenders are generally not worked out to decide the relative position of the tenderers. Due to the above, the work is not awarded to the actual 'L1' During negotiations certain additional conditions are accepted regarding supply of non-specified material/machinery, interest free mobilization/equipment advance; and increase in rates of few items etc. The same is not proper and results in extending undue advantage to certain contractors.

**8.1.3 Non-finalization of tenders within validity period:** The acceptance of tenders is delayed without any justification. This results not only in time and cost overrun but also a major source of corruption.

**8.1.4 L-1 ignored pointing out non-satisfactory performance or on other flimsy ground :** L-1 contractor, though pre-qualified based on the criteria stipulated in tender documents, at times is ignored on flimsy grounds or on unsatisfactory performance. The same is done as the favoured contractor has quoted higher rates and the work cannot be awarded to him unless L-1 is ignored.

**8.1.5 Comparative statement not prepared and checked:** It is observed that comparative statement of rates quoted by the tenderers was not prepared, checked and signed by the officials. The same can result in award of work to agency other than L-1.

**8.1.6 Market rate justification not prepared to assess the reasonability of quoted rates before acceptance:** The rates at which works are to be awarded, shall be reasonable considering the prevailing market rates of material and labour and other factors pertaining to the work. At times, the quoted amount is compared with the inflated estimates of consultants, which were prepared without any basis, resulting in award of work at higher rates.

**8.1.7 Justification statement prepared wrongly to justify higher rates.**

**8.1.8 Tenders accepted on higher rates during second call :** The tenders during first call, at times, are not accepted on flimsy grounds if the favoured contractor is not the lowest. To avoid the work, to predetermined/favoured contractor, the tenders are re-invited and works awarded at higher rates/amount than first call, either with the same or changed condition.

**8.1.9 Work awarded without proper verification of papers furnished by the tenderer:** It is often observed that the works are awarded to the contractor without proper verification of documents furnished by the tenderers. Sometimes, E.M.D. is submitted in mode other than the prescribed one or false proof of completed work is considered or work awarded to the contractor not having valid income-tax clearance certificate or sales-tax registration.

**8.1.10 Similar/Identical contracts awarded at the same time with different rate for major items:** The rates quoted by the tenderer are not being compared with the rates of similar/identical works and work is awarded at higher rates.

**8.1.11 *Contract at risk and cost of contractor:*** Tender document for the left out work of a rescinded contract is to be executed at the risk and cost of defaulting contractor. The specifications and condition of contract are also not to be altered.

**8.1.12 *Back to back contracts by PSUs :*** Some PSUs undertaking construction works participate in the tender for works by having pretender tie-up with one contractor. In the above tie-up, the contractor agrees to execute the works of certain percentage less than the tender amount awarded to the PSU. This is irregular since the competition in awarding the work by the PSUs (undertaking construction works) is missing in addition to award of works to favourite contractors.

## 9. WORKS AGREEMENT:

### 9.1 PROBLEMS:

**9.1.1 *Unwanted papers in the agreement:*** Most often, it is observed that contract documents are not drawn in complete and detailed manner, i.e. either lot of unwanted papers are kept or vital papers e.g. original price bid, letters of negotiations etc. are kept in loose file. Therefore, the contract document should be precise, definite and complete.

**9.1.2 *Important papers such as negotiation letters missing:*** Important papers such as negotiation letter, copies of amendments subsequent to issue of tender documents etc. shall be made part of contract agreement to avoid contractual complications.

**9.1.3 *Performance guarantee obtained late:*** It has been observed that the performance guarantee is being obtained later than stipulated in the tender document. Late submission of performance guarantee amounts to giving undue advantage to the contractor by way of saving bank charges.

**9.1.4 *Insurance not taken as per conditions:*** Contract documents of most of PSUs stipulate, furnishing of insurance policies such as Contractor's all risks policy, workmen compensation, third party policy and policy of machinery/T&P by the contractor. The contractors either do not submit these policies or submit policies for less period. The same can result in large commitments due to mishap during execution. The contractor also gets benefit by saving the insurance policy charges.

**9.1.5 *Bank Guarantee not verified through issuing bank:*** In many cases, it has been observed that the bank guarantees are not verified from the issuing banks. In one of the cases, on verification of BG, subsequent to intensive examination, the BG was found to be fake.

**9.1.6 *Labour License not obtained:*** As per the agreement and the relevant Act, labour license from appropriate authority is to be obtained by the agency before commencement of work. But this aspect is not taken care of and work is

allowed to proceed without labour license.

**9.1.7 Technical staff not employed by the contractor:** It has been observed that the technical staff required as per the terms and conditions of contract are not employed by the contractor resulting in execution of bad quality work due to lack of supervision as well as undue financial benefit to the contractor.

**9.1.8 Safety precautions not taken at site:** A number of provisions regarding safety precautions to be taken at site during execution, such as providing barricading, red flags, night lamps, road diversion boards and double steel scaffolding etc. are made in the agreement. But it has been observed that no importance is given to such an important aspect, which can result in fatal accidents and also contractors are benefited by not complying with the contract provisions.

**9.1.9 Issue of material/machinery not stipulated in the contract agreement :** Material/ machinery for which no provision is made in the agreement is being issued to the contractor on meager charges, resulting in financial benefit to the contractor.

**9.1.10 Stipulations regarding approval of sample not adhered to/work not executed as per the approved sample:** In most of the cases, it has been observed that the samples of material to be incorporated in works are not approved by the competent authority. In works where samples are approved, the work is not executed as per the approved samples and contractor is benefited by using substandard materials.

**9.1.11 Price escalation paid though not stipulated:** It has been observed in a few cases that price escalation was paid to the contractor though there was no provision for the same in the agreement resulting in undue benefit to the contractor.

**9.1.12 Risk and cost action not taken and balance work awarded at high rates:** On failure of the contractor to provide the desired services, the contract agreement is rescinded by the Department. The left over work is awarded at the risk and cost of the original contractor.

**9.1.13 Guarantees on various accounts not obtained :** Certain guarantees for water proofing treatment/anti-termite treatment etc. are to be obtained as per the provisions in the agreement. These guarantees are not often obtained and no action can be taken against the contractor for defects noticed in the guarantee period.

**9.1.14 Non-execution of specialized work through specialized agencies:** A provision for execution of specialized works like anti-termite treatment, water proofing treatment, aluminum work, fire check doors, flush doors etc. is often made in the agreement. These conditions are not implemented at site resulting in large savings to the contractor and execution of sub standard works.

**9.1.15 Design of concrete mix not done by the approved lab and design not**



*revised with change in source of ingredients:*

**9.1.16 Recording fictitious date of completion though work not completed :**

The date of completion, at times, is recorded before actual date of completion of work to favour the contractor by non-levy of liquidated damages due to delay and also to relieve him early of his responsibility of defect liability period.

## **10. PAYMENTS TO CONTRACTORS :**

### **10.1 PROBLEMS :**

**10.1.1 Excessive deviations allowed without approval of competent authority:** The quantities of various agreement items advantageous to the contractor are indiscriminately deviated during execution of work. The deviation can also occur due to inaccurate detailed estimates and due to wrong/over measurements. Prior approval of the authority competent for deviation is not generally taken by the subordinate officers.

**10.1.2 Less quantity of Abnormally Low Rated items executed and paid Items for which contractor has quoted abnormally low rates are to be identified at the time of award of contract :** Execution of less quantity or substitution of such items results in undue advantage to the contractor.

**10.1.3 More quantity of AHR items executed and paid:**

Similarly, abnormally high rated items are to be identified at the time of award to avoid increase in quantity of these items during execution since it results in undue advantage to the contractor.

**10.1.4 Items substituted to the advantage of contractor :** It has been observed quite often that items not beneficial to the contractor are substituted to other items.

**10.1.5 Inadmissible extra items paid :** At times, extra items which are not admissible, are paid to extend undue benefit to the contractor

**10.1.6 Exorbitant rate fixed for extra/substituted items:** It has been observed that the rates of extra/substituted items are not derived based on the conditions of contract. They are derived on abnormally high rated items, which results in undue benefit to the contractor.

**10.1.7 Measurements not recorded in MBs :** Measurements of the items are to be recorded and kept in a bound Book which should be kept ready for inspection. But in many cases, the same were found in loose sheets, which could be changed at any time.

**10.1.8 Checking measurements:** The measurements including hidden and high rated items are to be checked by senior officers to avoid overpayment. But it is not done in many cases.

**10.1.9 Incomplete items paid on full rates or excessive part rates allowed:**

The payments to contractor for various items are being made as per contractors quoted rate even if the complete scope of the item is not executed by the contractor and this results in over-payment. In certain cases, it was observed that part rates allowed were more than the admissible.

**10.1.10 Voids not deducted before allowing payment to contractor for work in filing:** Deduction on account of voids in earth/stone filling work is to be done where compaction is not as per the desired density under OMC conditions. Non-deduction of voids results in huge overpayment to the contractor in connivance with the field staff.

**10.1.11 Measurement no restricted as per the drawing**

- ii) More working space measured than admissible in earth work in excavation
- iii) Excessive offset and side slope than admissible measured and paid in earth work in excavation.

**10.1.12 i) Secured advance paid for larger quantity than required for execution at Site**

- ii) Secured advance paid for perishable materials without insurance cover
- ii) Secured advance paid without adequate testing of materials
- iv) Not effecting recoveries of secured advance in respect of material utilized in the items which were measured and paid.

**10.1.13 Non-recovery of Income Tax and Works Contract Tax :** Statutory deductions are not made as per the requirement resulting in huge benefit to the contractor. In few cases, it was observed that Income Tax and Works Contract Tax were not recovered from the contractor's bills. At times recovery is made on net amount after deducting cost of stores/hire charges from contractor's gross payment. The above practice is highly irregular. Recovery shall be made on gross amount of the bill.

**10.1.14 Wrong payment of escalation :** Escalation, at times is paid based on provisional indices. It has further been observed that the escalation is paid on gross amount of bill without deducting cost of materials issued by the Department. The above result in extending undue benefit to the contractor.

**10.1.15 Escalation paid for period for which extension of time was not granted by the competent authority.**

**10.1.16 Wrong mode of measurements/wrong coefficients adopted :** It has been observed that the mode of measurement for brick work in most of the works is not as per the relevant IS Code and also wrong coefficients of reinforcement are adopted while working out quantity for payment to the contractor, resulting in overpayment to the contractor.

**10.1.17 Recording measurement under wrong item of agreement:** It has been

observed that measurements of items are recorded under items other than the appropriate one to extend undue benefit to the contractor

*10.1.18 i) All the accepted rebates of the contractor were not availed by the department while releasing payment to the contractor*

*ii) Rebate not considered while finalizing the rates for extra/substituted items.*

*10.1.19 Retention money released before due date.*

*10.1.20 Payment made on full rates for sub-standard work:* The work not executed as per the specification is not to be accepted and contractor is supposed to redo the work. If it is structurally impossible to rectify the defect, the payment shall be made of reduced rates, after approval of the competent authority. The payment at times for substandard work is made at full rates resulting in huge benefit to the contractor.

*10.1.21 Correction in MBs not attested by concerned official.*

## **II. SITERECORDS:**

Proper documentation of test records, site instructions, issue of cement and steel etc. is essential to ensure execution of quality work. Recoveries, grant of EOT etc. are decided at a later date based on site records. Therefore, all the site records prescribed in the works manual are to be maintained at site and produced during vigilance inspection.

### **11.1 PROBLEMS:**

*11.1.1 Registers with pages numbered serially not issued by the competent authority.*

*11.1.2 Hindrance register not maintained:* Hindrance Register is a very vital document. All the hindrances with date of occurrence and removal are to be noted in the hindrance register. Record of hindrances is not only required for grant of E.O.T. but also required for early removal of hindrance by the site officials etc.

*11.1.3 i) Site order book not maintained.*

*ii) Compliance in site order book is not recorded by Engineer-in-Charge.*

*11.1.4 MAS A/c Registers not maintained:* In some of the cases, it was seen that MAS A/c registers of important materials viz. cement, steel, bitumen, etc. were not maintained. In the absence of such basic record, source, quality, quantity and day to day consumption of these materials cannot be checked. It is, therefore, essential to maintain MAS A/c registers for above mentioned materials.

*11.1.5 Cement and steel not tested/Test Certificates not available:* Cement and steel are the major materials used in the construction of any building,





Hence, proper quality of these materials has to be ensured by the site officials. Lot wise manufacturer's test certificates should be obtained and kept in record. Reference of these test certificates should be given in corresponding cement and steel Registers to facilitate checking by any independent authority. Independent testing of cement and steel should be also done at regular intervals to ensure proper quality. The above procedure is generally not done and the same results in showing undue benefit to the contractor by accepting inferior quality materials apart from the danger of structural failure.

**11.1.6 Cutting/over writings in the cement register. Test checks not done by senior officers:** Cutting/over writings are to be avoided in cement registers. Any cutting, overwriting etc. gives an indication manipulation of cement records to cover up less/over issue of cement. Periodical test checks of cement register as per required frequencies are to be done by senior officers to avoid any manipulation by junior officers.

**11.1.7 Record for mandatory tests not maintained properly:** Mandatory tests on various materials are to be conducted as per the prescribed frequency in the contract document/BIS codes to ensure the quality of materials used in the work. Test results obtained from outside labs are to be properly recorded in the test registers by giving the reference to the test report. The test results should be compared with the acceptability criteria in the test registers to ensure that the results obtained passes the acceptability criteria. Record of quantity of material brought and tests conducted should also be maintained in the test registers to ensure that tests have been conducted as per prescribed frequency.

**11.1.8 Record of test of water not maintained.** Water is a very important ingredient which affects the quality of concrete. Use of proper quality water must be ensured by site officials to ensure quality of concrete work. Water must be tested regularly at the specified frequency to ensure proper quality of concrete work and to avoid benefit to the contractor for allowing bad quality water in case the contractor has to arrange water.

**11.1.9 Record of check of surface undulations in case of cement concrete pavement/bitumen pavement not maintained:**

The above will help the contractor in allowing bad quality work which goes to the benefit of the contractor.

**11.1.10 Bituminous works:**

- i) Record of tests of DAC, SDAC, Bituminous Macadam for bitumen content, grading of aggregate and field density not maintained.
- ii) Record of level of bottom/top of DAC, SDAC and bituminous macadam not maintained.
- iii) Record of temperature of bitumen macadam, DAC, SDAC not maintained.
- iv) Record of core test or proctor density test of BM, SDAC and DAC not



maintained. During vigilance inspection, variations which were beneficial to the contractors were detected.

**11.1.11 Record of testing of earth brought from outside for filling not maintained.**

**11.1.12 Record of testing of earth disposed off declaring unserviceable not maintained.** Testing of earth is to be carried out before declaring the earth unserviceable to avoid corrupt practices.

**11.1.13 Record of disposal of rejected material by specifying Truck No. and date of disposal not maintained.**

**11.1.14 Testing of piles not done.** Initial and routine pile tests are mandatory as per IS codes to check the capacity of piles. Such tests were found not done in many cases. Records were not maintained in certain cases.

**11.1.15 Inspection notes not issued by senior officers.** Inspection of site by senior officers improves the quality of work. However, it was noticed that senior officers are not issuing any inspection notes as a record of their inspection. This is mainly due to the fact that senior officers are not keen in taking any responsibility for quality of work. The inspection of senior officers are not to be confined only to issues concerning progress, coordination etc. Senior officers are required to inspect the site to check quality of work etc. Works manual of the organization should specify such matters. Inspection note is to be issued invariably for each inspection carried out by senior officers. An inspection register is to be maintained at site and inspection notes are to be entered in these registers. Senior officers must review the inspection notes on subsequent visit to ensure its compliance. In the absence of the above procedure, there is a tendency for the subordinate officials to allow bad quality work for giving undue benefit to the contractor.

## **12. QUALITY IN CONSTRUCTION:**

### **12.1 PROBLEMS:**

It is noticed in a number of inspections that site officials incharge of the work do not pay much attention to the workmanship and quality of materials used in the work. Sub-standard work were allowed. When deficiencies were pointed out by inspecting officials of CTEO, the department resorted to effecting recovery for sub-standard works. It is hereby again emphasized that recovery is not a substitute for acceptance of bad work. Officials responsible for execution of sub-standard work are liable to disciplinary action apart from the recovery.

PART-II  
SYSTEMIC  
IMPROVEMENTS

## Systemic Improvement undertaken by Vigilance Department consequent to observations made during Surprise Checks & Intensive Examinations during the period

### (i) Systemic Improvement in respect of Technical Specifications for Open Tender Enquiries.

A complaint was received in Vigilance Deptt. from a bidder for not considering their protest lodged by them and being disqualified on commercial and Technical grounds. It was alleged that technical specifications for the tender for purchase of Seismographs were copied from technical specifications of a particular model. Besides, also alleged that even International Society of Explosive Engineers (ISEE) specifications for Seismographs for monitoring Blast Induced Ground Vibrations don't specify weight or type of screen, which are non-technical in nature as under:

- Touch screen facility with virtual key pad for entry site details.
- Small enough unit to be hand-held low weight unit weight below 800 gms (high flexible portability).

### The brief of the case is as under:

1. As per provisions of Agreement with HCC under Technical Specifications, HCC was required to have Seismographs for Blast Monitoring and engage one Blast Monitoring Consultant. Accordingly, HCC engaged CIMFR (Central Institute of Mining and Fuel Research) as Consultant for blast monitoring at VPHEP, Pipalkoti. HCC had only one Seismograph (Micromate) in working condition.

2. HCC requested THDC to purchase 01 No. Seismograph and to deduct the cost of Procurement from IPC's or any other payment due. The specifications for Seismograph (Micromate) were provided by CIMFR. Accordingly, the estimate for procurement of 01 No. Seismograph was prepared based on the detailed offer of M/s Globe Agencies, New Delhi (the Indian Distributor of Micromate Seismograph).

3. After deliberation amongst General Manager (Project), DGM(C&MM) & QC Deptt., it was decided to procure 02 Nos. of Seismographs (01 for HCC and 01 for THDC) through Open Tender. The tender was then uploaded on e-procurement System (CPP Portal) for invitation of Bids.

4. During the course of tendering, M/s Uttam Blastech, Hyderabad (the Complainant) vide their mail requested C&MM deptt. to look into the technical specifications of tendered Seismographs which they found as the technical specifications of a product manufactured by a Company. The indenting deptt.

was then asked to comment on the observations of the prospective bidder by C&MM department. QC deptt., reiterated the need of procurement of Seismograph in line with specification given by their consultant-M/s CIMFR. Subsequently, M/s Uttam Blastech was informed through e-mail to submit their quote as per technical specifications of seismograph mentioned in the NIT only.

5. The tenders of two parties namely M/s Globe Agencies, New Delhi and M/s Uttam Blastech Pvt. Ltd., Hyderabad, who participated in the tender, were opened on scheduled date and sent to Execution deptt. for technical suitability. The tender of the complainant was rejected during evaluation of technical bids on account of not meeting the requirement of touch screen facility and weight below 800gm. In addition weightage was given to the fact that Calibration & Maintenance for Nomis Seismograph of M/s Uttam Blastech is to be carried out in Hyderabad whereas for Instantel Seismograph (Micromate) in NCT-Delhi thereby reducing time for shifting the device from site to service provider by 2-3 days though no such requirement was specified in the tender. The purchase order was issued to M/s Globe Agencies, New Delhi.

6. CIMFR have though recommended Micromate seismograph. They however, did not record proper justifications- Why only Micromate Seismograph should be procured. In the specifications provided by CIMFR, the word 'preferably' is used for touch screen access, but this has been made mandatory in tender. Similarly, the suggestion of CIMFR is that Seismograph should be rugged and portable and weight criteria as below 800gm has not been specified.

7. Though initially, based on the recommendations received from HCC, a note was initiated by QC deptt. to purchase Micromate Seismograph as Proprietary item through single tender but it was turned down during discussions amongst GM (Project), QC deptt. and C&MM Deptt. and a decision to go for Open Tender was taken by the Competent Authority. Despite decision of going for Open Tender was taken, the specifications of seismograph in tender were very specific for Micromate Seismograph.

All the aforementioned criteria are non technical in nature. The Seismograph of complainant had following feature:

- i. Virtual keypad for entry site details.
- ii. Weight below 1050 gms

Besides, it met the major technical requirement of being ISEE compliant.

8. The tender committee was wrong in rejecting the techno- commercial bid on account of minor variation in non technical criterias. Technical Specifications in Open Tender Enquiry Seismograph were kept of a specific Brand/make. Specifying brands or specifications of a particular brand in open tender vitiates the process and deprives other brands including domestic manufacturers of an opportunity to participate in the tender which tantamount to restrictive Trade



Practice. For Open Tender enquires, the specifications of items be made general to enable all eligible bidders to quote.

**(ii) Systemic Improvement in framing the PQ criteria in respect of AMC works of Main Generating Hydro Power Plants.**

A firm lodged complaint regarding injustice in tendering process of Annual Maintenance Contract of one of the Generating Hydro Power Plants favoring a Contractor. The detailed investigation of award of AMC work of two main Generating Hydro Power Plants and its associated Auxiliary System was carried out. A detailed comparison of existing PQ criteria of both the Projects was done. As an outcome of the investigation, following points of concern have been observed by the Vigilance Deptt.:

1. The estimate was based on budgetary offers only.
2. PQ criteria for one Project were not in line with PQ criteria for other Project despite similar nature of work. The experience requirement of Erection & Commissioning for one Project was made mandatory whereas in other Project it was kept optional.
3. The time period of AMC for both the Hydro Power Projects were kept different i.e. 01 Year for one Project & 02 Years for the other Project.

In view of above, following points for Systemic Improvement are suggested so that such issues are not repeated in future:

1. Estimate may be prepared on the basis of previous year's awards and actual work required.
2. Definition of Similar work, Experience requirements may be reviewed. Common terms & conditions including PQ criteria for similar Projects may be formulated in a rational manner.

**(iii) Systemic Improvements in respect of Running and Maintenance (Catering, House Keeping and Sanitation Services) of Transit camp, THDC India Limited.**

(i) Vigilance Deptt. received a complaint against Tender for Running and Maintenance (Catering, House Keeping and Sanitation Services) of Transit camp regarding award of work to a particular agency. During investigation, on scrutiny of tender documents of the case, it was observed that there was a specific clause in the Section-IV of Special Conditions of Contract(SCC) of the Tender documents which stipulates as under:

*"The price schedule(s) except for Fooding items (i.e. BOQ-1), provided in the bidding documents are based on the Minimum Wages per day per Person. Bidders have to quote only their charges (Overhead Expenses and Profit) per person per day in the space provided in these Price Schedules. If a firm/bidder quotes 'Nil' charges/consideration, the bid shall be treated as unresponsive and will not be considered."*

It has been observed that Tender evaluation committee while evaluating the bids of the bidders, did not pay attention to the specific clause of Special

Condition of Contract (SCC) of the Tender document and recommended to award the work to one of the Bidder who quoted 0% in BOQ-1 (on account of Overhead Expenses and Profit) and was not fulfilling the requirement of specific clause of SCC.

It is therefore requested that due diligence may be observed by members of Tender Committee during evaluation of Bids. All officers of the Tender Committee be instructed to comply with all the laid down requirements of the Tender document during evaluation of bids before submitting their recommendations to the Competent Authority. Tender Committee should also follow the DOP Provisions, Policies and Procedures for Procurement of Goods & Services in letter and spirit to avoid any lapse in future. Any deliberate lapse in the procurement process may attract the disciplinary action.

(ii) Vigilance department received complaints regarding fake documents submitted by a firm against Tender for Annual Contract for Running & Maintenance (Catering, House Keeping and Sanitation Services) of Hostel, Guest House & Canteen. The Vigilance deptt. investigated the complaints against a particular bidder who also participated in the tender process. On scrutiny of documents of case, it has been observed that during the evaluation process of bids, certain complaints against a particular agency were received. The allegations were examined by the tender evaluation committee and also summarized in their recommendation of evaluation report.

A peculiar feature of these complaints was that these were lodged with intention of influencing/delaying the tender evaluation process. While the tender process is ongoing, there is a natural tendency that the bidders lodge complaints against each other to get their competing counterpart eliminated during the tender process. It has been observed that many issues, which were raised in various complaints, have been deliberated upon by the tender committee. This seems not to be proper in the eyes of law. *The evaluation of tenders needs to be done as per the pre notified criteria in an objective manner. The tender committee should not pay heed to the complaints; rather they should decide the tender based on merits and the objective criteria/conditions given in the tender/bid documents.*

Further, for the purpose of evaluation/comparison, the clubbing of Labour Charges (BOQ 1 to 3) with fooding charges (BOQ4) does not seem to be reasonable, because BOQ4 rate is quite insignificant in comparison to rates of BOQ 1 to 3 summed up together. If it needs to be clubbed, then fooding rates should be multiplied by a pre-estimated number of persons to be served food by the selected vendor/contractor and this multiplication criterion should be mentioned in the bid documents.

Further, during the examination of documents, it was found that the column 10 (Net Rate) and 11 (Total Amount) of the Price Bid Forms (of BOQ 1 to 3) are pre-filled in the tender documents, which was wrong created confusion with the Bidders. It is suggested that in future the column 9, 10 & 11 of the Price Bid



Forms (of BOQ 1 to 3) should be kept blank, which shall be filled by the Bidders.

Lastly, it has been observed during the examination of various complaints on the similar subjects that there is no uniformity in the criteria and conditions in the tender/bid documents notified by different offices/projects of THDCIL. The Corporate office may like to develop uniform and standard criteria to be followed by all offices/projects. If it is already there, it should be reiterated to the field offices.

(III) Vigilance department received complaints regarding awarding the contract for Running and Maintenance (Catering, House Keeping and Sanitation Services) of Canteen to a firm who has quoted below than Minimum Wages. The Vigilance deptt. investigated the complaints and on scrutiny of documents of the case, following discrepancies have been observed:

1. The time taken from initiation/start of proposal for the subject work to issue of LOA was almost 02 years. The processing of subject tender is inordinately delayed which may result in time and cost overruns. It is, therefore, essential that tenders are finalized and contracts are awarded in a time bound manner within original validity of the tender, without seeking further extension of validity. Any delay, which is not due to unforeseen circumstances, should be viewed seriously and prompt action should be initiated against those found responsible for non-performance.

2. Further, it has been observed that the price bid was opened on 5<sup>th</sup> Nov, 2018 after a gap of two months, as the techno-commercial bid was opened on the 5<sup>th</sup> Sep, 2018. Likewise, the approval of the tender was accorded by competent authority i.e. ED(IC) on the 9<sup>th</sup> Jan, 2019, after a gap of almost two months of the recommendation of the tender committee to award the subject work to the firm (L1 bidder). Since these delays are viewed as potential source of corruption, these inordinate delays have to be minimized and responsibilities of delay have to be fixed. In order to avoid any potential source of corruption, it should invariably be ensured that once the offer is found techno-financially acceptable, the work is awarded without any loss of time. All the necessary documents should be kept ready beforehand. Further, to give the contract legal sanctity, a formal contract agreement containing all the requisite documents forming part of the agreement should be signed within a reasonable time. This will prevent process from being susceptible to corruption and avoid occurrence of such complaints.

3. Minimum wages (Including EPF/EMP) are constant as per the prevailing rates and it is mandatory for each and every firm to fulfill this obligation. The only difference in quoted rates comes out to be in Contractor's profit. Further, for the purpose of evaluation/comparison, the clubbing of total Labour Charges with fooding charges does not seem to be reasonable, because fooding rate/charges is quite insignificant in comparison to rates of total Labour Charges. If it needs to be clubbed, then fooding rates should be multiplied by a pre-estimated number of persons to be served food by the selected



vendor/contractor and this multiplication criterion should be mentioned in the bid documents.

4. The price quoted by L-1 Bidder i.e M/s Basant Bahar Restaurant is Rs.1,12,69,731.45 which is lower than estimated Minimum wages (including EPF/EMP) of Rs. 1,15,90,308.26. The Minimum Wages Act, 1948 stipulates that "Payment of minimum rates of wages.- (1) Where in respect of any scheduled employment a notification under section 5 1\*\*\* is in force, the employer shall pay to every employee engaged in a scheduled employment under him wages at a rate not less than the minimum rate of wages fixed by such notification for that class of employees in that employment without any deductions except as may be authorized within such time and subject to such conditions as may be prescribed". As M/s Basant Bahar Restaurant has quoted below the Minimum wages, it is a violation of extant guidelines of Minimum Wages Act, 1948. Further it is evident from above that M/s Basant Bahar Restaurant has quoted such rates that the firm will be unable to pay Minimum wages (including EPF/EMP) to the workers, unable to provide uniform & shoes to them & also unable to provide consumables for housekeeping, even if the Contractor's profit is Nil. Ministry of Finance vide Office Memorandum No. 29(1)/2014-PPD, dated 28.01.2014 had clarified the rule 160(XIV) of General Finance Rules 2005- regarding award of contract to a firm which has quoted "Nil" consideration in the bid. In this regard it has been stated that if a firm quoted "Nil" charges/consideration, the bid shall be treated as unresponsive and will not be considered. In view of above, Management may review the award of tender to M/s Basant Bahar Restaurant. There needs to bring a systemic change in the overall process & criteria of the tenders on the like subject.

**(iv) Systemic Improvement in respect of Recruitment in THDCIL, Dhukwan/ Khurja**

A complaint regarding recruitment in projects of THDCIL was forwarded by CVC. During the investigation, prima facie, it has been observed that some candidates were specifically appointed on consolidated wages and then they were further considered for regularization without following statutory selection process and denying right to equality to other equality qualified candidates thereby violating Article 14 & 16 of the Indian Constitution.

It appears that in the instant case there was blatant violation of extant Recruitment Policy and Procedures of THDCIL. It is therefore requested that necessary instructions/advisories may please be issued to the concerned projects/department so that this type of contravention of Recruitment Policy and Procedures of THDCIL, may not be repeated in future.

**(v) Systemic Improvement in respect of undertaking Committee Purchase.**

During examination in one of the cases, it has been observed that purchase committee visited two places to get the quotations against required items and collected three quotations from one place and only one more quotation from other place. Finally, on evaluation of the quotes of the suppliers, the order was



placed to the party of the first location only.

Since visit of a purchase committee carries direct or indirect cost component, decision of sending the purchase committee(s) at two or more locations may be taken judiciously & prudently to avoid un-necessary expenditure.

**(vi) Systemic Improvement in respect of referrals for medical treatment to Hospital Empanelled by THDCIL.**

During examination in one of the cases, it has been observed that referral was allowed with entitlement higher than eligibility of the Officer for medical treatment in a Hospital empanelled by THDCIL. This entitlement, higher than eligibility, has caused pecuniary loss to the company.

It is the responsibility of every public servant that he/she should have comprehensive knowledge regarding his/her entitlements, Policies & Procedures and Delegation of Power while utilizing facilities extended by THDCIL for them & their dependant family members. It is expected from every employee of THDCIL to maintain his/her devotion to the duty and act in a manner which is expected from a Public Servant. All employees are required to check their referrals in line with their eligibilities before proceeding for medical treatment and if they notice any ambiguity in the referral, it should promptly be brought to the notice of the referral issuing authority.

It has also been observed that an office of the organization has issued two letters with same dispatch number and same issuing date. This is a grave official procedure mistake and speaks a lot with regard to malafide intention & vigilance angle. The Vigilance wing would take it very seriously if such happening is noticed in future. If there is requirement of issue of amended letter on the same subject, different dispatch number should be allotted to the amended letter and both the letters should be kept in file for future reference.

**(vii) Systemic Improvement in respect of Prevention of PF misappropriation by the Contractor.**

During examination in one of the cases, it has been observed that the contractor submitted the EPF Electronic Challan-cum-Return (ECR) at the conclusion of the contract on intervention of Vigilance Deptt., which is objectionable & non-tenable. Director (Personnel) vide their Letter No. THDC/CP/RKSH/D(P)/1328, Dated 31.08.2016 directed to all Project Heads for compliance stating that the contractor should be directed to submit sitewise, monthwise ECR and submit its TRR No. to the Engineer-in-Charge (EIC). This will enable the EIC to verify the Contractors having PF Code Number are regularly depositing Provident Fund contribution every month in respect of the employees deployed by them at the site.

EIC are required to comply with the above direction in a judicious & prudent manner. This will help them to ensure that monthly PF contribution in respect of the employees actually deployed by the contractor at the site and prevent misappropriation of PF by the Contractor.

**(viii) Systemic Improvement in respect of Payment of Leave Encashment and PRP to the employees.**

During examination of a case, it has been observed that irregularities were committed by an officer of F&A deptt., while making the payments in respect of Leave Encashment and PRP to employees. Excess payments were made to employees beyond the sanctioned EL by Competent Authority.

Example: The approval for encashment of EL was given for 50 days by Competent Authority, but the payment was made to concerned employee for 80 days by officer of F&A department.

These irregularities have caused pecuniary loss to the THDCIL. Further, it was also observed that an employee received excess payment against Leave encashment and did not inform the matter to either Finance or P&A department. Only after the intervention of Vigilance department, the recovery was affected from the concerned employee.

It is the responsibility of every public servant that he/she should have comprehensive knowledge regarding his/her entitlements pertaining to payment of Leave encashment and PRP etc. It is expected from every employee of THDCIL to maintain his/her devotion to the duty and act in a manner which is expected from a Public Servant. All employees are required to check the payment received against Leave Encashment and PRP etc. in line with their eligibilities. If there is any deviation in amount/payment, it should be immediately informed to concerned department/person for appropriate adjustment. Vigilance Deptt. would take it very seriously if such happening is noticed in future.

**(ix) Systemic Improvement in respect of works done for Community Development under Rehabilitation Action Plan.**

The Executives of Vigilance Deptt. are conducting Surprise Inspections and Intensive Examinations at project Sites as well as in other offices of THDCIL as part of Preventive Vigilance. It has been observed that THDCIL is undertaking a lot of works in the Project Affected Areas for Community Development under Rehabilitation Action Plan where a handsome amount, out of company's profit has been/being spent by THDCIL for betterment of the Project Affected Families and other Communities in Project Areas.

During examination in one of the cases, it was noticed that Solar Street lightening Systems were provided to meet the requirement of Communities in Project nearby Areas. On inspection of sites, it was noticed that despite having sufficient warranty period left, the Solar Street Lightening System provided in some villages are not maintained properly. In this regard, Vigilance is of the view that in the villages / hamlets where such facilities have been provided by THDCIL through Gram Pradhans or their representatives, at least one person as consented by Gram Pradhan be appointed as Nodal person and he/she be given full details of the Supplier/Service provider viz. Name of Firm,

Authorized Representative of the Firm, Contact details, Period of Warranty Coverage etc. so that such facilities may achieve the ultimate objective for which they were provided and the cost paid by the company for the warranty period may be optimally utilized.

**(x) Systemic Improvement in respect of Punching Report of Bio-Metric machine at Tehri.**

During an enquiry of a complaint, Vigilance Department have observed certain issues of concern in Bio-Metric Report of Mechanical deptt., Tehri. The observations were as under:-

1. The name & details of the employees absent on the particular day have not been incorporated in the punching report.
2. From the punching report, it is not evident that whether the employee is registered for one time punching or two times punching.

It is therefore advised that, necessary action may be taken in order to incorporate the above observations of Vigilance deptt. in punching report of Mechanical deptt., Tehri.

**(xi) प्रणालीगत सुधारात्मक निर्देश: अचल संपत्ति विवरण के संबंध में।**

सतर्कता विभाग द्वारा कुछ अधिकारियों/ कर्मचारियों के वार्षिक अचल संपत्ति विवरणों की सीमित संवीक्षा की गयी। संवीक्षा के दौरान यह पाया गया की अधिकतर अधिकारियों/ कर्मचारियों द्वारा अचल संपत्ति विवरण में विभिन्न कालमों के अंतर्गत संपत्ति से सम्बंधित मांगी गयी जानकारी या तो नहीं भरी गयी है अथवा अधूरी भरी गयी है। इसके अतिरिक्त संपत्ति की खरीद अथवा बेचे जाने की दशा में CDA Rule -19 के अंतर्गत स्पष्ट उल्लेख किया गया है कि:

1. CDA Rule 19(1) states that "No Employee of the Company shall, except with the previous knowledge of the Competent Authority, acquire or dispose off any immovable property by lease, mortgage, purchase, sale, gift or otherwise, either in his/her own name or in the name of any member of his/her family, provided that any such transaction conducted otherwise than through a regular or reputed dealer shall require the previous sanction of the authority prescribed by the Company".

**संवीक्षा के दौरान मुख्य रूप से निम्नलिखित Observations पाए गए:**

अचल संपत्ति विवरण की सीमित संवीक्षा के दौरान यह पाया गया कि अधिकारियों/ कर्मचारियों द्वारा उपरोक्त नियम का अनुपालन नहीं किया गया। संपत्ति के खरीदने या बेचने की दशा में अधिकारियों/ कर्मचारियों द्वारा उक्त नियम के अनुसार सक्षम अधिकारी की पूर्व स्वीकृति नहीं ली गयी।

2. अचल संपत्ति विवरण की सीमित संवीक्षा के दौरान यह पाया गया की अधिकारियों/ कर्मचारियों द्वारा वार्षिक अचल संपत्ति विवरण के प्रारूप के विभिन्न कालमों के अंतर्गत मांगी गयी सूचनाएं, जैसे -

- (i) Description of property (ii) Precise Location (iii) Area of land (in sq. mt.) (iv) Nature of Land (v) Extent of Interest (vi) If not in own name state in whose name (vii) Date of Acquisition (viii) How Acquired (ix) Value of the Property (x) Total Annual Income from the Property आदि विवरण नहीं भरे जा रहे हैं या अधूरे विवरण भरे जा रहे हैं, तथा कुछ कालम

खाली छोड़ दिए जाते हैं, जबकि संपत्ति से सम्बंधित मांगी गयी जानकारी कालम के अनुसार पूर्ण रूप से भरी जानी चाहिए।

3. अन्त संपत्ति विवरण की सीमित संवीक्षा के दौरान यह पाया गया की अधिकारियों/ कर्मचारियों की किसी वित्तीय वर्ष में संपत्ति से किसी भी प्रकार से अर्जित आय (संपत्ति को बेचने के उपरांत अर्जित आय अथवा किराया आदि से अर्जित) को सम्बंधित वर्ष की ITR में नहीं दिखाया गया है, जबकि नियमानुसार अन्य स्रोतों से अर्जित आय को सम्बंधित वित्तीय वर्ष की ITR में दर्शाया जाना चाहिए, जिससे उनकी आय का सही ढंग से मिलान किया जा सके।

**(xii) विभागीय रूप से आयोजित सांस्कृतिक संध्या/समारोह के कार्यक्रम के संबंध में DOP एवं THDC Procurement Policy-2009 के अनुपालन संबंधी।**

1. सतर्कता विभाग द्वारा समय समय पर विभिन्न परियोजनाओं/कार्यालयों में संपादित होने वाले/हो रहे/हो चुके कार्यों का निरीक्षण कर उनका परीक्षण किया जाता रहा है। इसी क्रम में सतर्कता विभाग द्वारा विभागीय रूप से आयोजित सांस्कृतिक संध्या/समारोह के कार्यक्रम में किये गये व्यय तथा अपनाई गयी प्रक्रिया का परीक्षण किया गया। परीक्षण उपरांत पायी गयी त्रुटियों से संबंधी निम्न बिन्दुओं को भविष्य में होने वाले कार्यों में पुनरावर्ती रोकने हेतु उचित कार्यवाही अमल में लायी जानी आवश्यक है:-

1.1 विभागीय तौर पर आयोजित होने वाले सांस्कृतिक समारोह आदि हेतु प्रस्ताव DOP-2018, Sec. II, Clause-43 के अंतर्गत तैयार न कर, DOP-2018, Sec. II, Clause-27 के अंतर्गत ही तैयार कर अनुमोदन/स्वीकृति प्राप्त की जानी चाहिये।

1.2 किसी भी सांस्कृतिक समारोह में होने वाले विभिन्न कार्यक्रमों की स्वीकृति सक्षम अधिकारी से एक बार में ही प्राप्त की जानी चाहिए।

1.3 कार्यक्रम को संपादित करवाने में अधिकांश कार्य कमेटी के माध्यम से कोटेशन एकत्र कर किया गया, इस प्रकार के कार्य हेतु THDC Procurement Policy-2009 एवं THDC Work Manual-2012 का पालन आवश्यक रूप से किया जाना चाहिए।

1.4 परीक्षण के दौरान देखा गया कि अधिकांश प्रस्तावों पर DOP Clause उल्लिखित नहीं है, जिससे यह ज्ञात नहीं होता की DOP के किस Clause के अंतर्गत स्वीकृति प्राप्त की जा रही है, भविष्य में प्रत्येक प्रस्ताव पर DOP Clause का उल्लेख होना सुनिश्चित किया जाना चाहिए।



## PART-III

## लेख / रचनाएँ



## What is Truly Important Actually Lies Within Us

In our life we have an external identity (outside) (refers to how other individuals interpret who you are and what your public image is as a consequence of what you do, say, and how you look. Your external identity comes about as others talk about you, judge you, and treat you) and an internal identity (inside) (refers to your ideal image of who you are and who you want to be i.e. about our character, our moral, our integrity the principles that we hold sacred in our lives. It's also the identity you want to portray to the outer world.)

In the world today which is more or less materialistic, we are accepted more for what we have than who we are. We are accepted for what we wear, (for what we) drive, (for) where we live than who we are. The valuables seem to be so crucial and overly emphasized in the modern society. Thus, the external identity is about valuables & the internal identity is about values. But, we live in the real world so the outside is important but our focus on the outside should never be at the cost of our inner world.

Material education teaches us how to develop our outside. All our skills, talents can buy us all the valuables to live in the real world. On the other hand, spiritual education teaches us to focus on the inside world. There is a great need to find that fine balance between our valuables and our values.

Unless what is within oneself comes out, one can not make an impact either on his own life or on those of others. A personality can impress but a genuine person can inspire. Valuable we possess can truly impress the world but the values we hold and live with can inspire the life of others. In order to make an impact we need to live by those sacred values, principles and ethics which are the very essence of our soul.

Once upon a time, Thomas Alva Edison, when he was just a little boy, came back home from school and handed a letter to his mother saying that, "My teacher gave this letter only for you to read."

The mother opened that little piece of paper and as she read out this letter to Thomas Alva Edison- her little son, she was crying, she said, Tommy, your teacher has written - "*Thomas is such an intelligent boy, he is a genius. This School is too small for him and doesn't have enough good teachers to train him. So, it's better that he doesn't come to school any longer and you train him at home.*" Years later, when Thomas's mother had died and Thomas Edison was one of the greatest inventors of the century, he was at his mother's home clearing things up and in a small little drawer he found that piece of folded paper, that letter, that the teacher had given years back to his mum. Thomas Alva Edison opened the piece of paper to read the contents and he broke down in tears crying profusely, because the piece contents were, "Madam, your son Thomas is a dunce, he is mentally ill, he does not fit into this school. I do not think he can ever make it there. So, we are expelling and throwing him out of the school today". Still in his tears, Thomas Alva Edison wrote another line under wreath. He wrote, "Thomas was indeed a dunce, a mentally ill child and he was made into the greatest inventor of the century by his hero, his Mother." His mother didn't have a super good charisma nor did she have too many valuables, but she was a genuine person with a great character & amazing value and look at the impact that it had on the life of Thomas Alva Edison.

Each of us remember one person, either our teacher, our parent, our friend or someone in the world who by being such an amazing person has made that conscious impact on our life. We could be that amazing person to make an impact on someone else's life by our own inspiring example. What is inside if comes out can truly make an impact.

Unless we dedicate ourselves to the willful efforts alike a weaver bird, the best thing within will never come out. As it is well said - 'No pains No gains'.

(Mrs. Renu Jain)

(W/o Mr. Atul Jain, General Manager)

President Ladies Club, Rishikesh

## आचरण एवं भ्रष्टाचार उन्मूलन

प्रत्येक व्यक्ति में कुछ विशेष गुण या विशेषताएं होती हैं। इन्हीं गुणों एवं विशेषताओं के कारण ही प्रत्येक व्यक्ति एक दूसरे से भिन्न होता है। इन विशेष गुणों का समुच्चय ही व्यक्ति का व्यक्तित्व कहलाता है।

भगवान राम विषम परिस्थितियों में भी नीति सम्मत रहे। उन्होंने वेदों और मर्यादा का पालन करते हुए सुखी राज्य की स्थापना की। राम के व्यक्तित्व के कारण राम राज्य की संकल्पना साकार हो पायी।

**दैहिक दैविक भौतिक तापा, राम राज काहू नही व्यापा।।**

राम राज्य में मनुष्य शारीरिक, सांसारिक और दैवी परेशानी से मुक्त होता है। यहीं वर्तमान सुशासन का मूलमंत्र हो सकता है। "राजा राज्य का सेवक है जिसकी अपनी कोई व्यक्तिगत इच्छा नहीं होती।" राजा या राज्य के अधिकारी जैसे होंगे प्रजा भी वैसी ही होगी। इसी लिए राज कर्मचारियों को अपने आचार का नैतिक स्तर ऊंचा रखने की बात की जाती है, ताकि वह जनता के लिए आदर्श हो सके। आचरण की अशुद्धता पूरी व्यवस्था को पटरी से उतारने वाली होती है। भ्रष्टाचार को इसी संदर्भ में देखा जाना चाहिए। प्राचीन धर्मशास्त्रों के अनुसार यदि किसी अधिकारी की आमदनी थोड़ी और खर्च अधिक दिखायी दे तो समझ लेना चाहिए की वह राज्य के धन का अपहरण कर रहा है।

वह आचरण जो किसी भी प्रकार से अनैतिक और अनुचित हो, भ्रष्टाचार है। प्रथमतः भ्रष्ट आचरण वह है, जो सामाजिक नियम-कायदे का पालन नहीं करता है वह नैतिक रूप से भ्रष्ट कहलाता है, अतः सामाजिक स्वीकृत नियमों का उल्लंघन नैतिक भ्रष्टाचार की श्रेणी में आता है। दूसरा सरकार द्वारा बनाए गए कानूनों का उल्लंघन करके अवैध तरीकों से संपत्ति अर्जित की जाती है। इस प्रकार का भ्रष्टाचार सरकारी कर्मचारियों, व्यापारियों तथा राजनेताओं द्वारा किया जाता है। भ्रष्टाचार से देश की आंतरिक एवं बाह्य सुरक्षा पर भी खतरा मंडराने लगता है।

मानव एक प्रेरित जीव है जो अपने अंतर्निहित आवश्यकताओं तथा दबावों के कारण जीवन में उत्पन्न तनाव को कम करने का निरंतर प्रयास करता रहता है। सामाजिक परिवेश व्यक्ति के अंदर कुछ माँगों को उत्पन्न करता है। यह माँगें ही व्यक्ति के द्वारा किए जाने वाले व्यवहार को निर्धारित करती हैं। जब किसी को अभाव के कारण कष्ट होता है तो वह भ्रष्ट आचरण करने के लिए विवश हो जाता है और कभी स्वार्थ, असमानता, आर्थिक, सामाजिक और पद-प्रतिष्ठा के कारण भी व्यक्ति अपने आपको भ्रष्ट बना लेता है।

आचरण की अशुद्धता ने मनुष्य के जीवन के हर पहलू को प्रभावित किया है। इसके लिए शासन सत्ता जिम्मेदार नहीं है, यह हर व्यक्ति की खुद की जिम्मेदारी है। वास्तव में नैतिकता से ही भ्रष्टाचार समेत असंख्य बुराइयों पर अंकुश लग सकता है।



भ्रष्टाचार को दूर करना है तो राष्ट्र के हित को सर्वोपरि मानना होगा। व्यक्तिगत स्वार्थ को छोड़कर भौतिक विलासिता से भी दूर रहना होगा। ईमानदार लोगों की अधिकाधिक नियुक्ति कर उन्हें पुरस्कृत करना होगा। भ्रष्टाचारियों के विरुद्ध कठोर कानून, उचित दण्ड प्राविधान किया जाना तथा राजनीतिक हस्तक्षेप को पूरी तरह से समाप्त करना होगा।

भ्रष्टाचार का अपराधी चाहे कोई भी हो, उसे कठोर दंड दिया जाए, निर्वाचन व्यवस्था को और भी आसान तथा कम खर्चीला बनाया जाए, भ्रष्टाचार उन्मूलन के लिए प्रभावी कानून बनाया जाए। सूचना के अधिकार कानून का सफलतापूर्वक प्रयोग किया जाए। सभी सामाजिक और धार्मिक संस्थाएं, समाज और राष्ट्र के ईमानदार, कर्तव्यनिष्ठ नैतिकता के सेवकों को प्रोत्साहन एवं पारितोषिक देकर भ्रष्टाचारियों के मनोबल को तोड़ना चाहिये। लोगों को नैतिकता एवं सच्चाई के पथ पर चरिखवान बनाया जाए, यह आघरण की सुचिता से ही सम्भव है।

दिनेश चन्द्र भट्ट

वरिष्ठ प्रबन्धक (विद्युत),

टीएचडीसी इंडिया लिमिटेड, टिहरी

## मेरे पापा

जिन्दगी की इस राह में पापा ने बहुत कुछ सिखा दिया,  
पापा की छोटी-छोटी आदतों ने एक अच्छा इंसान बना दिया।  
बिना किसी स्वार्थ के दूसरों की मदद और सम्मान करना सिखा दिया,  
सादा जीवन और उच्च विचारों ने जमीन से जुड़ा रहना सिखा दिया ॥  
जिन्दगी की राह में पापा ने बहुत कुछ सिखा दिया,  
पापा की संघर्ष भरी कहानियों ने मुश्किलों में लड़ना सिखा दिया ॥  
ईर्ष्या और अहंकार भुलाकर लोगों से प्यार करना सिखा दिया,  
जिन्दगी की राह में पापा ने बहुत कुछ सिखा दिया ॥  
सत्य के मार्ग पर चलना सिखाकर, सफलता का मार्ग दिखा दिया,  
जीवन के कुछ ही पलों में जिन्दगी से प्यार करना सिखा दिया ॥

कुमारी प्रियंका

सुपुत्री- रोशन लाल

कारपोरेट संचार विभाग

टीएचडीसी इंडिया लिमिटेड, ऋषिकेश।

## “ईमानदारी एक जीवन शैली”

ईमानदारी जीवन में एक अच्छे हथियार की तरह है, जो हमें बहुत से लाभों के द्वारा लाभान्वित करती है और इसे बिना किसी लागत के प्राकृतिक रूप से विकसित किया जा सकता है। ईमानदारी हमें जीवन में सब कुछ उम्मीद के अनुसार देती है। वहीं एक झूठ हमारे रिश्तों को बर्बाद कर सकता है। एक झूठा व्यक्ति अपने परिवार के सदस्यों, मित्रों अन्य करीबियों के दिलों में से अपने लिये भरोसा खो देता है, इसलिए ईमानदारी सर्वश्रेष्ठ नीति है, यह कहावत हमारे जीवन में बिल्कुल सटीक बैठती है।

ईमानदारी जीवन में सफलता प्राप्त करने का सबसे अच्छा उपकरण है और एक प्रसिद्ध व्यक्ति ने इसे किसी भी रिश्ते की रीढ़ की हड्डी कहा है, जो अच्छी तरह से विकसित समाज के निर्माण करने में सक्षम होता है। जीवन में ईमानदार न होना, किसी के साथ वास्तविक और भरोसेमन्द मित्रता या प्यार का रिश्ता बनाने में कई तरह की मुश्किलें पैदा करता है।

यह तो हम सब जानते हैं कि आज समाज की स्थिति बहुत दयनीय है, लेकिन फिर भी ईमानदारी का अपना स्थान है और यह आमतौर पर आत्मविश्वास से ही उत्पन्न होता है। वे लोग जो आमतौर पर सच बोलते हैं, वे बेहतर रिश्ते और बेहतर समाज को बनाने में सक्षम होते हैं।

अतः यह तय है कि सबसे पहले प्रत्येक व्यक्ति खुद ईमानदार रहे, तभी सारा समाज ईमानदार बनेगा। इसलिए प्रत्येक व्यक्ति यह प्रण करें कि वह किसी भी क्षेत्र में हो, वह ईमानदारी से कार्य करेगा, तब ही एक भ्रष्टाचार मुक्त समाज का निर्माण हो पायेगा।

सरोज अमोला, एम.ए.  
टीएचडीसी कालोनी, ऋषिकेश

## “ईमानदारी एक जीवन शैली”

ईमानदारी जीवन का एक अच्छा गुण है। जो ईमानदारी से रहा है, वह जीवन में तरक्की करता है। ईमानदारी जीवन का एक सच्चा साथी है। जो लोग ईमानदारी से जीवन यापन करते हैं, उनके जीवन पर कोई दाग नहीं लगता है। जो ईमानदारी से दूर भागता है, वह जीवन में भ्रष्टाचार की तरफ चला जाता है। संयम एवं ईमानदारी जीवन का एक प्रमुख लक्षण है। जो संयम एवं ईमानदारी से रहता है, परमात्मा उसकी मदद करता है। ईमानदार व्यक्ति के जीवन में कई कष्ट आते हैं, फिर भी ईमानदारी को नहीं छोड़ना चाहिए। मनुष्य को अपने जीवन में सादगी एवं ईमानदारी का आचरण करना चाहिए।

भ्रष्टाचार से कमाया गया धन बरकत नहीं देता है और ईमानदारी से कमाया गया धन बरकत देता है। ईमानदारी जीवन का स्वच्छ एवं सर्वसम्पन्न गुण है। यदि व्यक्ति स्वयं में ईमानदारी का गुण रखे, तभी वह व्यक्ति समाज को ईमानदारी से देख सकता है। अतः मनुष्य को संयम, सादगी एवं ईमानदारी से जीवन यापन करना चाहिए।

धीरेन्द्र अमोला  
वरिष्ठ ट्यूबवेल आपरेटर, टाउनशिप  
टीएचडीसी इंडिया लिमिटेड, ऋषिकेश।



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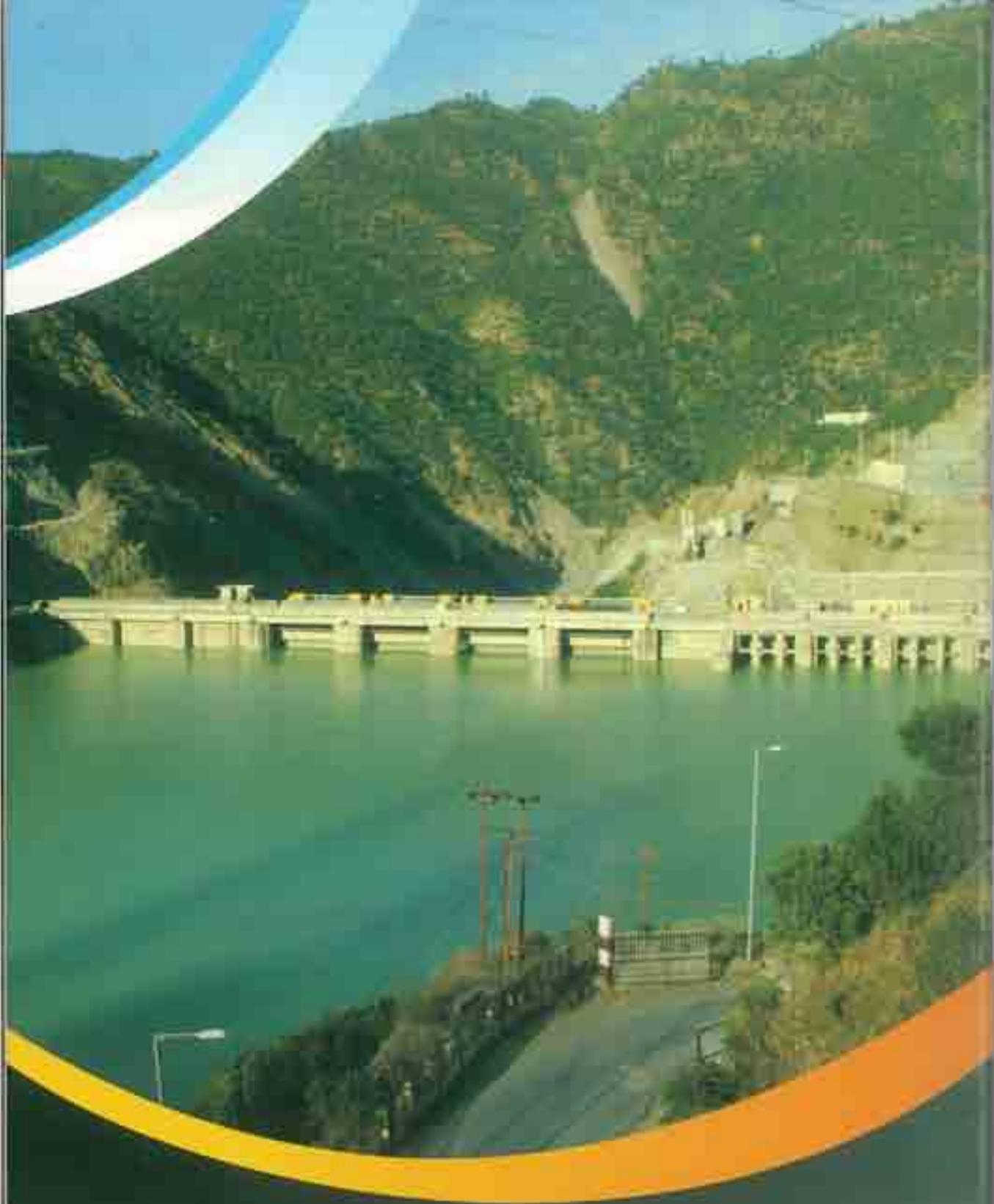
At THDC we believe, a smile is brighter than a thousand bulbs. A belief that has taught and guided us over the years. It is because of this, that we have, apart from producing 1513 MW (1000 MW Tehri HPP and 400 MW Koteshwar HEP in Uttarakhand and 50 MW Wind Power in Patan & 63 MW Wind Power in Dwarka, Gujrat), also produced uncountable smiles. Under corporate social responsibility various educational & skill development programmes have been undertaken, benefiting approx. 125 villages in Uttarakhand. THDC is also playing a major role in Rehabilitation & Resettlement. New Tehri Town is a living example of unwavering determination and unshakable grit of human spirit.



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(इस परिधान में प्रकाशित लेखों/चित्रांशों में उल्लेख किये गये विषय संस्थाओं के अपने-अपने और उनके टीएचडीसी इंडिया लिमिटेड प्राधिकार का सहजगत द्वारा सम्बन्धित नहीं हैं।)