

F.No. 13011-9/2016-Vig. Government of India Ministry of Culture Vigilance Section

New Delhi, Dated 28th June, 2016

To

The Director, Kalakshetra Foundation, Chennai

Sub: Execution of Kothambalam Project for upgradation and renovation of Auditorium of Kalakshetra Foundation, Chennai – Intensive examination done by CVC – report regarding.

Madam,

I am directed to forward herewith a copy of the Intensive Examination Report on the above subject sent by the CVC with the request to offer your comments inter alia on the following points:

- (i) Statement regarding correctness of facts stated in the report. In case, some of the facts are not correct, this should be clearly brought out and the correct facts be indicated.
- (ii) Detailed reply for the acts of commission and omissions brought out in the report.
- 2. It is requested to submit your reply to the Inspection Team which will be visiting KF during 30th June to 1st July. The relevant reports, files, minutes of the meetings of GB, FC and all other related documents may be provided to the inspection Team.

Yours faithfully,

(Vasantha Nair)

Section Officer (Vigilance)

Confidential

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25/05/2016

OFFICE MEMORANDUM

Sub: Koothambalam Project of Kalakshetra Foundation, Chennai.

The above work was technically examined during April. 2016 by a team of this Commission. The Intensive Report is being referred to you for a detailed vigilance investigation It is requested that the detailed Investigation Report may be submitted to the Secretary (V) under intimation to the CTE Unit of the Commission within a period of 1 months.

For the purpose of investigation, CVO, M/o Culture may refer to the instructions contained in the publication of the Commission namely "Intensive Examination of Works (Guidelines)" issued vide Commission's letter No.OFF-1-CTE-2 dated 02/11/2001. CVO. M/o Culture may appoint an independent and reliable Engineer (only if any technical issue is involved and if considered necessary) to assist you in identifying and seizing the relevant records preparing scrutiny notes thereon fixing responsibilities calling for the explanations of the indicated officials and preparing scrutiny notes on the validity of the explanation received. The report may conclude with comments and recommendations of CVO, M/o Culture in respect of each lapses referred for investigation. All the above notes and explanation may be included in the investigation report.

Receipt of this letter may be acknowledged.

Yours faithfully.

(Ashok Kumar) Director

Ministry of Culture, (Sh M L Srivastava, CVO), R.No. 202, Purathatav Vibhag, INA, New Delhi

(ii)

Encl: As above.

Copi to:

The Secretary, M/o Culture, C-wing, Shastri Bhawan, New Delhi, 110001 for information and further necessary action.

TE (SH) for information w.r.t. F. No. 04-16-A-25-ESW-10

CTE F.NO. 04-16-A-25-ESW-10

गोपनीय CONFIDENTIAL

भारत सरकार केन्द्रीय सतर्कता आयोग

मुख्य तकनीकी परीक्षक संगठन

GOVERNMENT OF INDIA

CENTRAL VIGILANCE COMMISSION

CHIEF TECHNICAL EXAMINER'S ORGANISATION



कार्य की गहन जांच पर रिपोर्ट A REPORT ON THE INTENSIVE EXAMINATION OF WORK

A/shri...SP GAUT

तकनीकी परीक्षक/Technical Examiner केन्द्रीय सतर्कता आयोग/Central Vigilance Commission 'सतर्कता भवन' / 'Satarkta Bhavan' ब्लाक-ए, जी.पी.ओ. काम्लैक्स, आई.एन.ए./ Block-A, GPO Complex, INA, नर्इ दिल्ली / New Delhi-110023

ORGANIZATION

Kalakshetra Foundation

INSPECTION PERIOD

11.04.2016 to 13.04.2016

Inspected By

Sangh Priya Gautam, Technical Examiner

Assisted By:

P. Vijay Kumar, Junior Technical Examiner

- CVO , Ministry of Culture vide DO letter dated 04.02.2016 had stated that a project of 1. Introduction Kalakshetra Foundation named " Koothambalam Project" for the up-gradation and renovation of Koothambalam Auditorium was initiated in 2005-06 and so far an expenditure
 - Ministry requested Commission to appoint experts to carry out Technical Examination of the
 - Subsequently on the direction of the Commission, Intensive Examination of the said work has been carried out from 11.04.2016 to 13.03.2016.

2. Facts of Project:

- a) In 2005-06, the up-gradation and renovation of Kothambalam Auditorium was initiated at Kalakshetra Foundation, Chennal. However the project was not implemented till the constitution of Civil Works Committee in May, 2009 by the Governing Board. Following were the members of Work Committee:
 - Shri P.T. Krishnan, an eminent Architect and Member of Governing Board, as Chairman of Work Committee
 - Ms. Leela Samson, Director, Kalakshetra Foundation
 - Ms. Madhavai Mudgal, Governing Board Member
 - b) The Works Committee decided to call limited Expression of Interest (EoI) for Architect. Accordingly Limited EoI were issued to five agencies in July 2009 and only two of them responded. M/s CARD (Centre for Architectural Research & Design) represented by Shri Ravi Nilakantan, was finally selected based on the power point presentation in August 2009. The Works Committee accorded approval to engage M/s CARD as architect as per the Council of Architecture Norms, 1972.
 - c) Management, based on the recommendation of Works Committee, appointed M/s CARD)
 - d) As per the agreement between KF and M/s CARD the powers to receive, analyse and advise KF on the appointment of Contractors were delegated to M/s CARD.
 - e) Total work was divided in eight parts which were as below:
 - Civil Work
 - Electrical
 - Lighting
 - Sound
 - HVAC
 - Slab Cooling
 - Roof Work
 - Sculpture

Summary of above eight parts is tabulated as below:

Work	Contract Value (Rs.)	Additional Work awarded	Sub- consultant	Contractor
Civil Work	21909505/- (except item no. 71,72 & 76)	7760767.84/-	•	M/s Chennai Engineers
Electrical	4908773.27/-	673177/-	M/s Madras Electrical Consultant	M/s Kevin Electricals Private Emited
Lighting	6652244/-	195426/-	M/s Gautam Bhattacharya, Delhi	M/s Modern Stage Service, Delhi
Sound	17749145/-	-	M/s Sound Wizard	Supply work awarded to many contractors as per Annexute-A
HVAC	11800000/-	•	M/s Air Treatment Engineering Private Limited	M/s Unimech System
Slab Cooling	1297449.40/-		M/s Air Treatment Engineering Private Limited	M/s Cauvery Agro Agencies
Roof Work	3271750/-	-	1	M/s Chennai Engineers
Roof Work (Supply)	2669293/-	•	_	M/s Anutone
Work (Supply) Sculpture	695000/-	410000/-	Satpathy Sri K.P. Umapathy	M/s Bhagvan Subudhi

3. OBSERVATIONS

- a) Open Tender procedures were not followed, by Works Committee, for appointment of Architect as Consultant. EoI were issued to five agencies which were as below:
 - Mr. Durganand, Artes, Chennai.
 - Ms. Lekha Antony, Chennai
 - (*)Mr. Elias Koshy, Chennai
 - M/s CARD
 - Mr. N. Manikandan, Madras Design Works, Chennai

Ms. Lekha Antony did not respond. Mr. Elias Koshy and Mt. Durganand expressed their inability to participate. Based on the presentation before Works Committee, on 04th August 2009, M/s CARD was finally selected as Architect consultant. Thus appointment of Architect consultant, without calling their price bid even, was in violation of Commission's guidelines, i.e. No. OFF 1 CTE 1 dated 25/11/2002 as per which appointment of consultant should be made in a transparent manner through competitive bidding.

- advise KF on the appointment of Contractors were delegated to M/s CARD. It was again in violation of above said guidelines of the Commission as per which role of consultant should be advisory & recommendatory and final authority & responsibility should be with the departmental officers only.
- c) As M/s CARD further appointed sub-consultants for various specific works like sound, lighting, electrical, HVAC, Slab Cooling, and Sculpture etc. Thus KF had to pay double payment i.e. one to M/s CARD and secondly to specific field consultant. The total expenditure, so far, on account of Consultancy Charge is Rs. 5104230.88/-.

More-over no criteria was fixed for appointment of sub-consultants by M/s CARD. The were arbitrarily appointed as sub-consultants without observing GFR and Commission's guidelines.

- None of the above works tabulated in Para 2(e) above were awarded through open tenders. No press publicity was given for these works. Modus-operandi by Architect consultant was simply calling the quotations from limited firms and then awarding the work to any particular firm. It was in total violation of transparency which is essential to be maintained as per clause 14 of the Constitution. As per the scope of work of Architect consultant, as mentioned in Para (b) above, Works Committee simply gave approval to recommendation of M/s CARD regarding appointment of contractors for various works, without ensuring whether necessary guidelines by the Commission or General Financial Rules were being followed or not.
- was accepted @ Rs. 21909505/- (except item no. 72, 73 & 76). There was no base of estimate prepared by M/s CARD. Thus L-1 accepted offer can't be said to be justified.

 Nove-over L-1 accepted rates are on much higher side (18.2% higher) than estimated rate.

- f) M/s Chennai Engineers did not quote for item no. 72, 73 and 76 of Schedule of Rate Thuse it was a conditional offer by M/s Chennai Engineers. Even then its offer was considered valid. M/s CARD later on evaluated other offers also deducting rates for these three items from their total quote.
- M/s Chennai Engineers EMD was accepted in the form of cheque which was later on dishonored by the bank. It was only after M/s Chennai was declared as L-1 that they submitted the proper EMD. Thus at the time of evaluation of bids, M/s Chennai Engineers offer was not valid as its EMD was not with KF.
 - h) No requirement of PBG was there in any of the work awarded for the Koothambalarn project. Thus it was totally in violation to laid down practices, keeping the interest of Government Exchequer aside.
 - i) Lot of cross-cutting/overwriting is there on the revised bids submitted by M/s Chennai Engineers and that too without accompanying proper signatures. It seems as if rates quoted by M/s Chennai Engineers are tempered so as to facilitate it to be L-1.
 - i) Interest free Advances were paid to various firms as tabulated below which is in clear cut violation of Commission's guidelines on the subject matter i.e. No. 4CC-1-CTE-2 dated 10.04.2007. Moreover the recovery of these was not time based but milestone based and that is the reason recovery is still pending various firms. The summary is tabulated as below:

Name of work	Advance paid	Amount yet to be recovered
M/s Chennai Engineers	32,00,000.00	12,24,294.00
M/s.CARD	75,000.00	75,000.0
M/s Anutone	7,05,724.00	0.00
M/s Kevin Electricals Private Limited	7,36,316.00	4,86,516.00
M/s Bhagvan Subudhi	2,85,000.00	0.00
	14,36,038.00	0.00
M/s Modern Stage Service, Delhi Consultant Shri Gautam		22 222 22
Bhatacharya	20,000.00	20,000.00

Additional work awarded in civil work was to the tune of Rs. 7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favor was extended to M/s Chennai Engineers by M/s CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s care. Engineers. Same is the case in other area where additional work has been awarded e.g. Engineers. Roof work and sculpture.

- l) EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Evaluation itself, it was known that who would be L-1.
- m) For Electrical work, EMD submitted by L-1 M/s Kevin Electricals Private Limited was less than 1 % of their quoted rate. Even then its offer was considered valid and it was finally awarded the work.
- n) For Electrical work, B.G. for Mobilization advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilization Advance. Thus it was a mistake on part of KF that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Dater on also, renewed B.G. was submitted after the expiry of validity period.
- o) For HVAC Work, six bids were originally received from the Bidders as Below:
 - M/s ETA
 - M/s Blue Star
 - M/s VK HVAC
 - M/s Chill Tech
 - M/s Unimech
 - M/s Laxmi Aircon

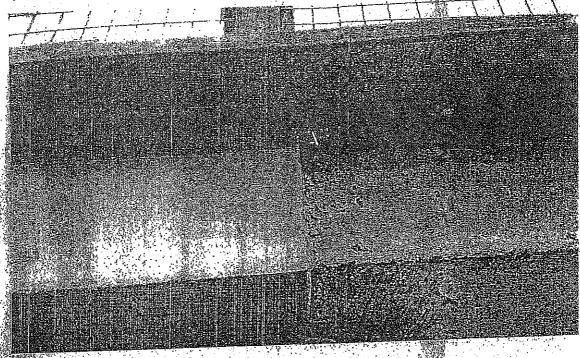
M/s ETA was L-1 as per original offer. However revised bids were called for this work, by M/s CARD, without assigning any reason. These revised bids were called only from three firms, bypassing Blue Star, VK HVAC and Laxmi Aircon, on ground that they didn't quote for all items. (M/s VK HVAC & M/s Blue Star didn't quote for HVLS Fan and M/s Laxmi Aircon did tot quote for those items which were "0" in SOR). Thus without giving any further opportunity, it was made sure to reduce the competition and reducing the possibility of competitive rate.

- p) In Slab Cooling work, as per comparative statement, two offers were received one from Ms Cauvery and another from Ms Vibrant. However the quotation submitted by M/s Vibrant is not available. Quotation which is claimed to be submitted by M/s Vibrant doesn't have any name or signature of any representative of M/s Vibrant. Thus it seems to be forged.
- M/s Modern Stage Supply has supplied their own make PAR Light in the packing of other make i.e. M/s PR Make while the make had to be of M/s PR as per P.O. placed upon them. Also were is no mention of wattage on these lights. Thus it is difficult to ascertain whether the supply serived is same as ordered or otherwise. Same need to be checked for other supply items also.
- Sound system equipments have been supplied but there is no coverage for fixing of these equipments, under any contract. All these equipments are lying in very pathetic condition in non-acroom where they may absorb moisture and catch dust, finally becoming useless. Their warranty period has also already expired. More-over it is also surprising why only supply part was kept in the scope of vendor and why not commissioning also in spite of the fact that supplier was be best familiar with their product and they are best for Commissioning of their products. For the time being, these products need to be urgently put in AC rooms.
- Samples have been taken from site for concrete/ wooden/ anutone board. The report may be pursued by Ministry.

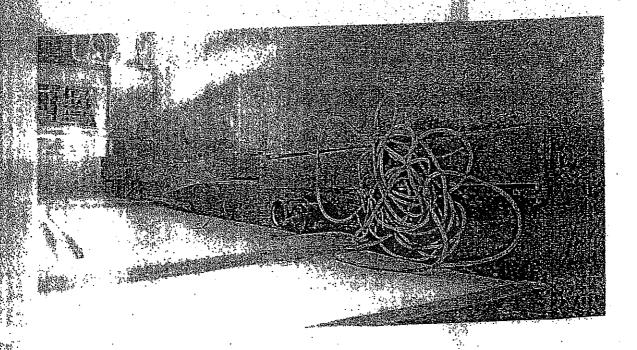
t) No estimates have been provided by the M/s CARD for Electrical, Sound, Lighting, . Slab Cooling and sculpture. Due to this, justification of the rates on which these works have been awarded is questionable.

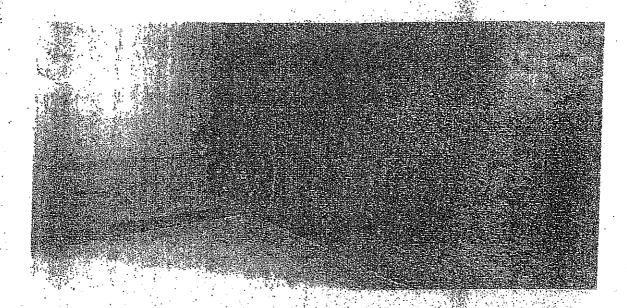
u) Finance Committee and Governing Board of KF kept on passing the payment to Architect, Consultants and Contractors without questioning the genuineness of these payments and also without ensuring whether all requirements as per GFR and Commission's circular are being followed or not. Thus their role is also questionable.

v) Following are the site photos taken from the sites.

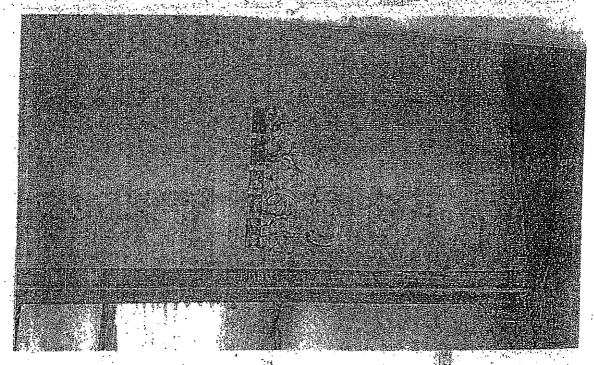


(Poor Quality of Civil Work)

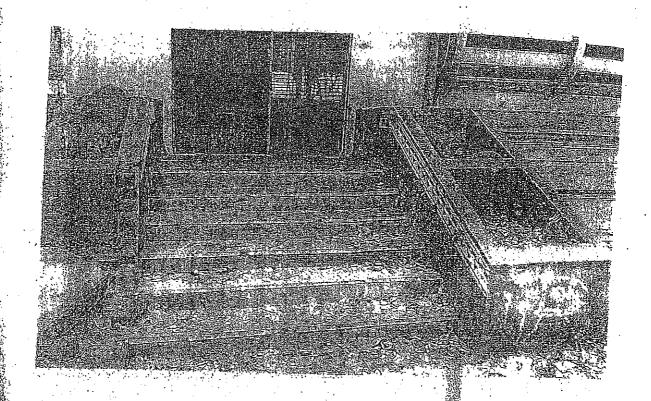




(Poor Quality of Civil Work)



(Poor Quality of Electrical Connection)



(Poor Quality of Civil Work)

These site pictures show poor quality of Civil Work as well as Electrical Work in spite of huge spending of Rs. 7 crores by KF.

The Estimated rates have been worked out by CPWD, Chennai and the summary is as below:

Work	Awarded Value	Estimated Value of awarded work as per CPWD	% Variation
Civil	21909505/-	17506135/-	Plus 25.15%
Roof Insulation	3271750/-	2578180/-	Plus 26.90%
Electrical Installation	4908773/-	5976901/-	Minus 17.87%
HVAC	11800000/-	10492252/-	Plus 12.46%
Total	41890028/-	36553468/-	Plus 14.60%

The percentage below or above, for executed value of work vis-à-vis Estimate given by CPWD is also tabulated as below:

Work .	Executed	Estimated Value	% Variation
· ·	Value of Contract	of Executed Work as per CPWD	
Civil	14377973/-	10596194/-	Plus 35.67%
Additional Civil Work	7760768/-	6952845/-	Plus 11.62%
Roof Insulation	3271750/-	2578180/-	Plus 29.22%
Electrical Installation	1878510/-	2050450/-	Minus 08.39%
Additional Electrical Work	673177/-	552041/-	Plus 21.94%
HVAC	9373149/-	8385263/-	Plus 11.78%
Total	37335327/-	31114973/-	Plus 16.97%

Thus it is can be concluded that rate at which contract awarded/ payment made to contractor is higher than estimated rate given by CPWD.

More-over after going through records, it appears as if contractors executed only those parts of their scope of work which were financially suiting to them and rest the discovned and never operated. Finally it resulted in non-operational condition of Kothambalam Theatre.

- x) It was informed by Director, KF that roof was leaking heavily in rainy days in spite of huge expenses on roof work to the tune of approx. Rs. 59.40 lacs. However there was no means to verify the same by inspecting officials. This again shows the poor quality of works by M/s Chennai Engineers.
- y) Supervision of execution, inspection and measurement of work before releasing the payment. was in the scope of M/s CARD (or its representative i.e. Clerk of Works). But no records of inspection have been found during Intensive Examination. The measurement has been directly entered in Measurement Book itself. The role of KF Engineer Officer was totally neglected in this case and this was the over-dependency on Architect Consultant, in violation to Commission's guidelines on the subject.

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z) In Civil work, SOR item No. 131 & 132(i.e. "Providing & Fixing Mangalore" tiles and "Fixing Mangalore tiles" respectively) were in quantity of 200 sqm and 2500 sqm respectively. Item 131 was to be executed with new tiles and item 132 was to be executed with old removed tiles. There was no record kept for old removed tiles. Finally quantity executed actually is 1016.93 sqm and 995.32 sqm for item 131 & 132 respectively. The rate of item 131 was Rs. 910 per unit and rate of item 132 was Rs. 350. Thus it seems as if quantity which was supposed to be executed in item 132 was actually shown to be executed in item 131, with using old tiles. Hence it was an undue financial favor to civil contractor M/s Chennai Engineers.

aa) For item no. 104 unit rate was Rs. 3700 per cubic meter. Thickness of floor screeding was 75 mm as per drawing. Howver payment were made with thickness of 80 mm. Thus it was an attempt made purposely to give undue advantage to M/s Chennai Engineers.

bb) As on date, status of various works under Koothambalam Project is tabulated as below:

S.No.	Name of work	Letter of Award	Date of stop	% of works completed appro -w.r.t awarded
1	Civil work	17.6.2010	10.04.2012	65%
<u> </u>	M/s.CARD	11.9.2009	10,04;2012	<u>-</u>
2	Roof insulation work	08.18.2010	10.04.2012	80%
	Anutone board supply	18.8.2010	20:10.2010	100%
	Electrical work	28.9.2010	10.04.2012	45%
6	HVAC work	08,10,2010	10.04.2012	75%
7	Slab cooling work	24.2.2011	.10,04.2012	75%
8 .	Sculpture work	28.3.2011	13.10.2011	100%
		Supply part already	completed; No cover Commissioning	age for installation &
9	Sound			

Considering the status of work already done in Koothambalam Project and huge investment of about seven crores already done in this but auditorium not being operational yet, Management of KF had decided to make the theatre just operational and for this they, with the help of CPWD and other consultants, prepared an estimate of Rs. 46341000/-. The abstract of above estimate is as below:

Civil & Electrical Work	32305000/-	Estimate by CPWD
HVAC and Slab Cooling	6500000/-	Estimate by earlier Consultant M/s Air Treatment Engineering Private Limited
Sound System	3086000/-	Estimate by earlier Consultant M/s Sound Wizard
Lighting	2550000/-	Estimate by earlier Consultant M/s Gautam Bhattacharya. Delhi
Sculpture	500000/-	Estimate by earlier Consultant M/s Biragvan Subudhi
Consultancy Fee- PMC and HVAC	1400000/-	
Total	46341000/-	- 4

Thus it is clear that estimates for HVAC, Slab Cooling, Sound, Lighting, Sculpture have been provided by those agencies who have been consultants in earlier Part-A also. It would be better that first appropriate detailing of the work, with complete detailing of design is done and then estimate be prepared based on any SOR or market rate analysis, for the purpose of approval of competent authority and fund provision. More-over a competent technical agency may be engaged for supervision of the execution and inspection, before releasing the payment.

4. Summary of Irregularities:

- No open tender for appointment of Consultant, sub-consultants and contractors. Consultant was appointed on basis of EoI called from five firms. Sub-consultants were engaged by consultant M/s CARD on its own. The contractors were engaged by sub-consultants for different work, on quotation basis, for works valuing as high as 2.19 crores.
- No basis of estimate for civil work, given by M/s CARD.
- No estimate of Electrical, Sound, Lighting, Sculpture work, by M/s CARD or subconsultants.
- Higher payment to contractors vis-à-vis estimate by CPWD for executed work.
- Poor quality of Civil/Electrical work.
- Conditional offer of M/s Chennai Engineers (as they did not quote for some items) was accepted by M/s CARD.
- M/s Chennai Engineers (L-1 for Civil Work) submitted cheque as EMD which was dishonoured; even then its offer was considered and finally it was awarded the work.
- No PBG was taken in any of the work.
- Interest free advances were given to various firms; Amount of Rs. 1805810/- yet to be recovered.
- Additional works awarded at rates decided without market rate analysis.

- EMD for Electrical work was fixed 1% of Quoted Value.
- Offer of M/s Kevin in electrical work was considered in spite of the fact that their FMD was not 1% of their quote and later on it became L-1.
- Irregular renewal of B.G.'s for Mobilisation Advances.
- In slab cooling work, L-2 offer by M/s Vibrant is without any signature or seal of firm.
- Items supplied by M/s Modern Stage Service are not of make mentioned in P.O.; only the cover of them is of that make which is mentioned in P.O.; No embossing of power rating in wattage is there over these equipments.
- Excess payment for Item No. 104, 131 & 132 to M/s Chennai Engineers.
- There were no proper record of measurement; in spite of that payment was made to firm.

5. Conclusion:

There appears to be lack of Technical expertise in the execution of this project. If work would have been awarded to any competent Government Technical body, like Public Work Organizations, for supervision of execution and inspection, then Kothambalam Theatre would have been in better shape today.

Sangh Priya Gautam)

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Technical Examiner (ESW)

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LE VALUATION CRITERIA (BEC) FOR SOUND EQUIPMENT IN KOOTHAMBALAM

							•			
TOTAL COST	AWAKUED -'L'I	6186336.00	Α		3353951.25			844771.50		
 POSITION	r r	L2	L3	. L1	L2	L 3	L1	LZ	L3	,
OUOTED VALUE	6186336:00	7159260.00	7476100.00	3353951.25	3699292.50	3857625.00	844771.50	882425.00	874912.50	
NAME OF THE SUPPLIERS	M/s.Aditya InfoTech – Chemai .15	M/s.Sritam Studio – Chennai 26	M/s.Proserve Business – Chennai.83	M/s.Anasta computers – Bangalore.	M/s.Audio Care Chennai 116	. M/s.Media Link Concepts — Chennai.26	M/s.MRH Digital systems-Mumbai. 7	M/s.Calibre — Mumbat. 7	M/s.Ankur.electronics – Mumbai, 34	£4,
DECRIPTION OF WORK AND MATERIALS		Supplying of EAW & Audix products			For Digidesign products			For supplying of OSC Products		
					. 4			65		

AnnexuserB

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	TOTAL COST AWARDED-L1	· ·	189187.50	_			228685.00					762651.00	
	FOSITION	17	L2.	1.3		T H	L2	\$	L3	L1		L2	L3
OUOTED WATER	The Rs.	189187.50	200496.88	206082.50		228685.00	240110.00	254080.00	00:00	762651.00		843138.00	900547.00
NAME OF THE SUPPLIERS	N. C. Tareston	IM, S.K. WERA International-Mumbai. 4	M/s.Thump – Mumbai .18	M/s-Audio control – Navi Mumbai.703	M/s Pro Marchall C	. Chennal .8	M/s.i Media international – Chennai 8	M/s.Susan Electronics-Chennai:8	W Co. Com. Wit 11 was	Mumbail01	M/s.Prontiettech consultancy _	Thane.603	M/s.Envoy Marketing and Distributors- Mumbai 28.
DECRIPTION OF WORK AND MATERIALS	CTUTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTT	For Denon & Pioneer	Products	**		For Samson & Alesis					For Cabling products		
7		4	•			5				, 0		· <u> </u>	

Replies of the Management in Annotated Ferra

SI.No	XIX.COCHOLIOIX	Remarks of the	Reference
as pe		management	and page
Repo		<u> </u>	
1	CVO, Ministry of Culture vide DO letter dated 04.02.2016 had	d	 -
	stated that a project of Kalakshetra Foundation named	i.	,
1	"Koothambalam Project" for the up-gradation and renovation		
	of Koothambalam Auditorium was initiated in 2005-06 and	Being factual Hence	
]	sofar an expenditure of about Rs.7 crores has been incurred	no comments.	i i
	upon it.		
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			. [
	 Ministry requested Commission to appoint experts to carry out 		ŀ
	Technical Examination of the work.		Į.
		1	4
			11
	Subsequently on the direction of Commission, Intensive	The actual date of	No.
	Examination of the said work has been carried out from	intensive examination	ļ
	11.04.2016 to 13.03.2016	was erroneously written	Q.
]		as 13.03.2016 instead	
		of 13.04.2016.	6
1	2.Facts of Project		
-	T. 0005 04 1		
a)	In 2005-06, the up-gradation and renovation of Koothambalam	Being factual.	16
}	Auditorium was initiated at Kalakshetra Foundation, Chennai.	However it is	[
	However, the project was not implemented till constitution of Civil	submitted that	6
	Works Committee in May, 2009 by the Governing Board -	subsequent to the	N
	following were the members of Works Committee.	appointment of Sh.],-
		Karunakar K. Menon,	
	Shri.P.T.Krishnan, an eminent Architect and Member of	IRAS officer on	
	Governing Board, as Chairman of Works committee.	deputation to	0
		Kalakshetra	
	Ms.Leela Samson, Director, Kalakshetra Foundation.	Foundation as Dy.	Give Service S
		Director in 25th	1
	Ms.Madhavi Mudgal, Governing Board Member.	November 2010, he	47
		was included as a part	
		of the said works	
		Committee in 40th GB	· 60
		held on Friday 14th Dec	
1.		2012.	
b)		The observation is	(4)
		correct as per the	
		records available in the	
	~ ` ` ` `	office.	1
	represented by Shri Ravi Niilakantan, was finally selected based on		8
	the power point presentation in August 2009. The Works		
ļ	Committee accorded approval to engage M/s.CARD as architect as		
	per the Council of Architecture Norms, 1972.		
c)	Management, based on recommendation of Works Committee,	- Do -	
	appointed M/s.CARD as Architect.		
d)	As per agreement between KF and M/s.CARD the powers to	- Do -	, (4)
	receive, analyse and advise KF on the appointment of Contractors		
	were delegated to M/s. CARD.		

Total work was divided in eight parts which were as below: e) Civil Work Electrical Lighting The nomenclature of Lighting may Sound be corrected stage HVAC. lighting. Slab Cooling Roof Work Sculpture Work Contract Additional Sub-Contractor Value (Rs.) Work Consultants awarded Civil work -21909505/-7760767.84 /-The figures, name of M/s.Chennai (except item the consultants and Engineers no. 71, 72 & contractor for each 76) work as mentioned in the tabulation Electrical verified and found to 4908773.27/-673177/-M/s.Madras M/s.Kevin be correct. Electrical Electricals Consultant Private Limited ' Lighting 6652244/-195426/-M/s.Gautam M/s.Modem Bhattacharya, Stage service, Delhi Delhi.

	Sound	17749145/-		M/s.Sound	Supply work		·
				Wizard	awarded to		
	[]			Wizaid	J ·		
				-	many		•
					contractors as		
	i				per Annexure		
		1			(A)		
	HVAC	11800000/-		M/s.Air	M/s.Unimech		
	[-			Treatment	System	The name of	
				Engineering		contractor was	
	1			private limited		erroneously written as	
	1]		F		M/s.Unimech system	
	}.]				instead of	1
•				1.		M/s.Unimech system	1
						(Chennai) pvt ltd.	ļ
	Slab Cooling	1297449.40/-	-	M/s.Air	M/s.Cauvery	The name of	
				Treatment	Agro Agencies	contractor was	
	.			Engineering		erroneously written as	
				private limited		M/s.Cauvery agro	- 1
-	Roof Work	007/070/			· .	agencies instead of	}
	Koor Work	3271750/-	-	-	M/s.Chennai	M/s.Caauvery agro	
	·		:		Engineers	agencies.	
] }	Roof work	2669293/-		-	M/s.Anutone		
	(Supply)				rail s'Vitatoue		}
	(- Tr-7)				·		j
[]	Sculpture	695000/-	410000/-	Satpathy	M/s,Bhagvan	771	
	- Fanso	0,0000,		Sri.K.P.Umapa	Subudhi	The name of	
				thy	PHOROTE	contractor was erroneously written as	-
	,		•	triy		M/s.Bhagvan Subudhi	
	:					instead of	م ا
L						M/s.Bhagaban subudhi	(
					•	and the same of th	
+	0 T 0 T T T T T T T T T T T T T T T T T					·	_
3	.OBSERVA	TIONS			,		
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		Varified as her the	7
a)	Open Tender procedure were not followed by Works Committee		
	for appointment of architect as Consultant, EoI were issued to five	-	
	agencies which were as below:	observation by CVC found to be correct.	ļ
		found to be correct.	
•	Mr.Durganand, Artes, Chennai		
	 Ms.Lekha Antony, Chennai 		
	 Mr. Elias Koshy, Chennai 		
	■ M/s.CARD		Ì.
	 M/s.N.Manikandan, Madras Design Works, Chennai 		. .
•	171/ 5.1 4.14tatithatidati, 14tadias 170sigii 44 otks, Citorina		}
	No. T. M. Analis M. M. T. M. T		
	Ms.Lekha Antony did not respond. Mr. Elias Koshy and	1	[
	Mr.Durganand expressed their inability to participate. Based on the	‡	
:	presentation before Works Committee, on 04th August 2009,		1
j	M/s.CARD was finally selected as Architect consultant. Thus		
	appointment of Architect consultant, without calling their price bid		1
	even, was in violation of Commission's guidelines, i.e. No OFF 1		
	CTE 1 dated 25 / 11 / 2002 as per which appointment of		
	consultant should be made in transparent manner through		
-	competitive bidding.		
	As per the agreement between KF and M/s.CARD, the powers to	The observation raised	
	receive, analyse and advise KF on the appointment of Contractors	by CVC is contrary to	ļ
	were delegated to M/s.CARD. It was again in violation of above	the records available.	}
-	said guidelines of the Commission as per which role of consultant	As per the agreement	ĵ.
ĺ	should be advisory & recommendatory and final authority &	entered with M/s	i
	responsibility should be with the departmental officers only.	CARD, his power was	
		advisory in nature.	
			1
1		As per the M/s.CARD	
Ì		award letter, he has to associate and co-	
		associate and co- ordinate with works	
1		committee.	
•			
-		His recommendations	-
ĺ		for appointment of	1
		contractors were placed	
		in the works committee	
		and on the approval of	
		the works committee; the works were	
		the works were awarded to various	
		contractors.	
	As M/s.CARD further appointed sub- consultants for various	The observation by	
.	specific works like sound, lighting, electrical, HVAC, Slab cooling	CVC is incorrect.	
	and Sculpture etc. Thus KF had to pay double payment i.e one to	M/s.CARD appointed	•
. [M/s CARD and secondly to specific field consultant. The total	the sub consultants for	
	expenditure, so far, on account of Consultancy Charge is	Electrical work,	
	Rs.5104230.88	Heating Ventilation	

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	More-over no criteria was fixed for appointment of sub-consultants	and Air conditioning (HVAC) and Slab	
,	by M/s.CARD. They were arbitrarily appointed as sub -	cooling works. More-	
	consultants without observing GFR and Commission's guidelines.	over no payment was made by KF to above	
		Sub- consultants	
		engaged by	
		M/s.CARD.	
		As regards, the	
		As regards, the consultants for Sound	<u> </u>
		system, Stage lighting	
		and Stone carving	
		works (Sculpture), their	
		appointment was done directly by Works	
		directly by Works Committee / KF.	
		Hence, the payment	
		was made by KF.	
		The total expenditure as on date, on account	
		of consultancy charges	
		is Rs.5195664.88 and	
•		not Rs.5104230.88.	
		The details is enclosed	
		as Annexute (V) The observation by	<u> </u>
d)	None of the above works tabulated in Para 2(e) above were awarded through open tenders. No press publicity was given for	CVC is correct.	
	these works. Modus - operandi by Architect consultant was simply		
	calling the quotations from limited firms and then awarding the		w.*
	work to any particular firm. It was in total violation of transparency		
*	which is essential to be maintained as per clause 14 of Constitution. As per the scope of work of Architect consultant, as mentioned in		
	Para (b) above, Works Committee simply gave approval to		
	recommendation of M/s.CARD regarding appointment of		
	contractors for various works, without ensuring whether necessary		
	guidelines by Commission or General Financial Rules were being followed or not.		
		XE 10 1	<u></u>
;)	M/s.CARD provided the estimate of Rs.18535585 /- for civil work	Verified as per records & the observation by	
	but L 1 revised offer was accepted @ Rs.21909505/- (except item no.72, 73 & 76). There was no basic of estimate prepared by	CVC is correct.	
	M/s CARD. Thus L - 1 accepted offer can't be said to be justified.		
	More – over L – 1 accepted rates are on much higher side (18.20 %	The except item was	·
	higher) than estimated rate.	erroneously written as 72,73 & 76 instead of	
•		72,73 & 76 instead of 71,72 & 76	
		,,	•

f)	M/s.Chennai En	igineers did not	quote for item	no.72, 73 and 76 of	,	ļ
7	Schedule of Rate	. Thus it was co	nditional offer	by M/s.Chennai	- Do-	
	Engineers. Even					Ī
				ites for these three		.
	items from their			•	<u> </u>	
6)			ras accepted in	the form of cheque		
g)	which was later of				- Do-	,
	M/s.Chennai En					ł
,	IVI/ S. CHEHIM ED	Sineers décisies	farrablation of	bids, M/s.Chennai		
<u> </u>	Engineers offer				No performance bank	-
h)	No requirement	of PBG was the	re in any or the	work awarded for	guarantee was	
,	the Koothambala	ım project. Thu	s it was totally i	in violation to laid	submitted. Whereas,	
	down practices, l	reeping the inte	rest of Governi	nent Exchequer	1	ž
į .	aside.	•			security deposit Rs.5.00 lakh for the	
					1	1
					civil work by	
		•	* *		M/s.Chennai	
<i>'</i>			,		Engineers, Rs73650/-	
					for the electrical work	
					by M/s.Kevin	
					electricals and Rs.2.95	E.
					lakh for the HVAC	
				4	work by M/s.Unimech	
					system (Chennai) pvt	
	•		•		ltd was deposited as	
					directed by M/s.CARD	
		. *			-consultant Architect.	,
		•			(ledger copies	[
					enclosed)	
i)	Lot of cross-cutti	ng / over writin	g is there on th	e revised bids	Verified as per records	
'	submitted by M/s	s.Chennai Engir	neers and that to	oo without	& the observation	·
	accompanying pro	oper signatures.	It seems as if r	ates quoted by	raised by CVC is found	
	M/s.Chennai Eng	gineers are temp	ered so as to fa	cilitate it to be L-1	to be correct.	
j)	Interest free Adva	ances were paid	to various firm	s as tabulated	Verified and found to	.
"	below which is in	clear cut violati	on of Commiss	ion's guidelines on	be correct except	
	the subject matter	t i.e No.4CC-1-(CTE-2 dated 10),04,2007. Moreover	sculpture work as being	
	the recovery of th	ese was not tim	e based but mil	estone based and	specialized nature of	
	that is the reason	recovery is still	pending various	s firms. The	work.	
.	summary is tabula	ited as below				
'	•	•				
	Name of work	Advance paid	Amount yet		Revised tabulation	
	·		to be		sheet be enclosed as	
			recovered		Annexure (VI)	†. •
	M/s.Chennai	20 20 25 25	10 04 004 00			<u> </u>
]	Engineers	32,00,000.00	12,24,294.00			
	M/s.CARD	75,000.00	75,000.00 0.00	.		
-	M/s.Anutone	7,05,724.00	0.00		•	.
	M/s.Kevin	7,36,316.00	4,86,516.00			
	Electricals Pvt Ltd	7,30,310.00	1,000,010.00	•		
	M/s.Bhagaban subudhi	2,85,000.00	0.00			
	M/s,Modern	14,36,038.00	0.00			
, ,	TATA STATOMOTT	- 3 7				

Stage Service, Delhi. Consultant Shri Gautam Bhatacharya 20,000.00 20,000.00 Additional work awarded in civil work was to the tune of Rs.7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favour was extended to M/s.Chennai Engineers by M/s.CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s. Chennai Engineers. Same is the case in other area where additional work has been awarded e.g. Electrical, Lighting, Roof work and Sculpture. EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Evaluation itself, it was known that who would be L.—1. For Electricals work, EMD submitted by L.—1 M/s.Kevin Electricals Private Limited was less than 1% of their quoted rate. Even then its offer was considered valid and it was finally awarded the work. For Electrical work, B.G. for Mobilisation advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilisation Advance, Thus it was a mistake on part of KP that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Later on also, renewed B.G. was submitted after the expiry of validity period. For HVAC Work, six bids were originally received from the Bidders as below: M/s.ETA M/s.Blue Star M/s.VK HVAC M/s.Chill Tech M/s.Unimech	Verified the observation raised by CVC is found to be correct. - Do -		
Delhi Consultant Shri.Gautam Bhatacharya 20,000.00 20,000.00 Additional work awarded in civil work was to the tune of Rs.7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favour was extended to M/s.Chennai Engineers by M/s.CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s. Chennai Engineers. Same is the case in other area where additional work has been awarded e.g. Electrical, Lighting, Roof work and Sculpture. EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Bvaluation itself, it was known that who would be L. – 1. For Electrical work, EMD submitted by L. – 1 M/s.Kevin Electricals Private Limited was less than 1% of their quoted rate. Even then its offer was considered valid and it was finally awarded the work. For Electrical work, B.G. for Mobilisation advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilisation Advance, Thus it was a mistake on part of KF that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Later on also, renewed B.G. was submitted after the expiry of validity period. For HVAC Work, six bids were originally received from the Bidders as below: M/s.ETA M/s.VK HVAC M/s.Chill Tech M/s.Unimech	observation raised by CVC is found to be correct. - Do -		
Delhi Consultant Shri.Gautam Bhatacharya 20,000.00 20,000.00 Additional work awarded in civil work was to the tune of Rs.7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favour was extended to M/s.Chennai Engineers by M/s.CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s. Chennai Engineers. Same is the case in other area where additional work has been awarded e.g. Electrical, Lighting, Roof work and Sculpture. EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Bvaluation itself, it was known that who would be L. – 1. For Electrical work, EMD submitted by L. – 1 M/s.Kevin Electricals Private Limited was less than 1% of their quoted rate. Even then its offer was considered valid and it was finally awarded the work. For Electrical work, B.G. for Mobilisation advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilisation Advance, Thus it was a mistake on part of KF that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Later on also, renewed B.G. was submitted after the expiry of validity period. For HVAC Work, six bids were originally received from the Bidders as below: M/s.ETA M/s.VK HVAC M/s.Chill Tech M/s.Unimech	observation raised by CVC is found to be correct. - Do -		
Delhi Consultant Shri.Gautam Bhatacharya 20,000.00 20,000.00 Additional work awarded in civil work was to the tune of Rs.7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favour was extended to M/s.Chennai Engineers by M/s.CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s. Chennai Engineers. Same is the case in other area where additional work has been awarded e.g. Electrical, Lighting, Roof work and Sculpture. EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Bvaluation itself, it was known that who would be L. – 1. For Electrical work, EMD submitted by L. – 1 M/s.Kevin Electricals Private Limited was less than 1% of their quoted rate. Even then its offer was considered valid and it was finally awarded the work. For Electrical work, B.G. for Mobilisation advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilisation Advance, Thus it was a mistake on part of KF that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Later on also, renewed B.G. was submitted after the expiry of validity period. For HVAC Work, six bids were originally received from the Bidders as below: M/s.ETA M/s.VK HVAC M/s.Chill Tech M/s.Unimech	observation raised by CVC is found to be correct. - Do -		
Delhi Consultant Shri.Gautam Bhatacharya 20,000.00 20,000.00 Additional work awarded in civil work was to the tune of Rs.7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favour was extended to M/s.Chennai Engineers by M/s.CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s. Chennai Engineers. Same is the case in other area where additional work has been awarded e.g. Electrical, Lighting, Roof work and Sculpture. EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Bvaluation itself, it was known that who would be L. – 1. For Electrical work, EMD submitted by L. – 1 M/s.Kevin Electricals Private Limited was less than 1% of their quoted rate. Even then its offer was considered valid and it was finally awarded the work. For Electrical work, B.G. for Mobilisation advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilisation Advance, Thus it was a mistake on part of KF that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Later on also, renewed B.G. was submitted after the expiry of validity period. For HVAC Work, six bids were originally received from the Bidders as below: M/s.ETA M/s.VK HVAC M/s.Chill Tech M/s.Unimech	observation raised by CVC is found to be correct. - Do -		
Delhi Consultant Shri.Gautam Bhatacharya 20,000.00 20,000.00 Additional work awarded in civil work was to the tune of Rs.7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favour was extended to M/s.Chennai Engineers by M/s.CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s. Chennai Engineers. Same is the case in other area where additional work has been awarded e.g. Electrical, Lighting, Roof work and Sculpture. EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Bvaluation itself, it was known that who would be L. – 1. For Electrical work, EMD submitted by L. – 1 M/s.Kevin Electricals Private Limited was less than 1% of their quoted rate. Even then its offer was considered valid and it was finally awarded the work. For Electrical work, B.G. for Mobilisation advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilisation Advance, Thus it was a mistake on part of KF that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Later on also, renewed B.G. was submitted after the expiry of validity period. For HVAC Work, six bids were originally received from the Bidders as below: M/s.ETA M/s.VK HVAC M/s.Chill Tech M/s.Unimech	observation raised by CVC is found to be correct. - Do -		
Delhi Consultant Shri.Gautam Bhatacharya 20,000.00 20,000.00 Additional work awarded in civil work was to the tune of Rs.7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favour was extended to M/s.Chennai Engineers by M/s.CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s. Chennai Engineers. Same is the case in other area where additional work has been awarded e.g. Electrical, Lighting, Roof work and Sculpture. EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Bvaluation itself, it was known that who would be L. – 1. For Electrical work, EMD submitted by L. – 1 M/s.Kevin Electricals Private Limited was less than 1% of their quoted rate. Even then its offer was considered valid and it was finally awarded the work. For Electrical work, B.G. for Mobilisation advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilisation Advance, Thus it was a mistake on part of KF that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Later on also, renewed B.G. was submitted after the expiry of validity period. For HVAC Work, six bids were originally received from the Bidders as below: M/s.ETA M/s.VK HVAC M/s.Chill Tech M/s.Unimech	observation raised by CVC is found to be correct. - Do -		
Delhi Consultant Shri.Gautam Bhatacharya 20,000.00 20,000.00 Additional work awarded in civil work was to the tune of Rs.7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favour was extended to M/s.Chennai Engineers by M/s.CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s. Chennai Engineers. Same is the case in other area where additional work has been awarded e.g. Electrical, Lighting, Roof work and Sculpture. EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Bvaluation itself, it was known that who would be L. – 1. For Electrical work, EMD submitted by L. – 1 M/s.Kevin Electricals Private Limited was less than 1% of their quoted rate. Even then its offer was considered valid and it was finally awarded the work. For Electrical work, B.G. for Mobilisation advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilisation Advance, Thus it was a mistake on part of KF that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Later on also, renewed B.G. was submitted after the expiry of validity period. For HVAC Work, six bids were originally received from the Bidders as below: M/s.ETA M/s.VK HVAC M/s.Chill Tech M/s.Unimech	observation raised by CVC is found to be correct. - Do -		
Delhi Consultant Shri.Gautam Bhatacharya 20,000.00 20,000.00 Additional work awarded in civil work was to the tune of Rs.7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favour was extended to M/s.Chennai Engineers by M/s.CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s. Chennai Engineers. Same is the case in other area where additional work has been awarded e.g. Electrical, Lighting, Roof work and Sculpture. EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Bvaluation itself, it was known that who would be L. – 1. For Electrical work, EMD submitted by L. – 1 M/s.Kevin Electricals Private Limited was less than 1% of their quoted rate. Even then its offer was considered valid and it was finally awarded the work. For Electrical work, B.G. for Mobilisation advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilisation Advance, Thus it was a mistake on part of KF that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Later on also, renewed B.G. was submitted after the expiry of validity period. For HVAC Work, six bids were originally received from the Bidders as below: M/s.ETA M/s.VK HVAC M/s.Chill Tech M/s.Unimech	observation raised by CVC is found to be correct. - Do -		
Delhi Consultant Shri.Gautam Bhatacharya 20,000.00 20,000.00 Additional work awarded in civil work was to the tune of Rs.7760767.84/- which is approximately 33.33% of total awarded cost. Thus it is very clear that favour was extended to M/s.Chennai Engineers by M/s.CARD, by awarding high value of additional work, without justifying the rate of these additional items by market rate analysis, just accepting the rate given by M/s. Chennai Engineers. Same is the case in other area where additional work has been awarded e.g. Electrical, Lighting, Roof work and Sculpture. EMD for Electrical Work was kept to be 1% of Quoted Value. Thus during the opening of bids and their Technical Bvaluation itself, it was known that who would be L. – 1. For Electrical work, EMD submitted by L. – 1 M/s.Kevin Electricals Private Limited was less than 1% of their quoted rate. Even then its offer was considered valid and it was finally awarded the work. For Electrical work, B.G. for Mobilisation advance was valid up to 17.02.2011 and its renewal was done on 03.03.2011. Thus considerable period of 14 days was left uncovered without any B.G. for Mobilisation Advance, Thus it was a mistake on part of KF that they did not forfeit the already submitted B.G. in case renewed B.G. was not received by them. Later on also, renewed B.G. was submitted after the expiry of validity period. For HVAC Work, six bids were originally received from the Bidders as below: M/s.ETA M/s.VK HVAC M/s.Chill Tech M/s.Unimech	observation raised by CVC is found to be correct. - Do -		
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	`, '		يتمر
M/s.Laxmi Aircon			8
M/s. ETA was L - 1 as per original offer. However revised bids			
The state of the state by W/S.CARD WILLOUT assigning will			
col - mais ad bide strete called Othly Hour thice minds by			
the property of the state of th			
they didn't quote for all items. (M/s.VK HVAC & M/s. Blue Star didn't quote for HVLS Fan and M/s. Laxmi Aircon did not quote			6
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for those items which were of in Soldy. The further opportunity, it was made sure to reduce the competition and			6
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		ļ	
TO I TO I TO THE MET AN INFO COMPATABLE STATEMENTS THE CALCULATION OF		1	- 1
	Verified the		6
were received. One form 14/s. Catverry M./s. Vibrant is M/s. Vibrant. However the quotation submitted by M/s. Vibrant is	Verified the observation raised by	<u></u>	6
	Verified the		
	Verified the observation raised by		

ĺ	not available. Quotation which is claimed to be submitted by	correct.
ļ.	IVI/s. Vibrant doesn't have any name or signature of any	
	tepresentative of M/s. Vibrant. Thus it seems to be forged.	1
q)	M/s. Modern Stage Supply has supplied their own make PAR Lig	1 77 10 1 11 1
17	in the packing of other make in M. (DD as i	
	in the packing of other make i.e M/s.PR Make while make had to	pet the bill claimed by
•	be of M/s.PR as per P.O placed upon them. Also there is no	M/s.Modern stage
	mention of wattage on these lights. Thus it is difficult to acceptain	sorries and found to be
	whether the supply received is same as ordered or otherwise Same	e correct except item
	need to be checked for other supply items also.	
	depty terms also.	under sl.No.9 -SOR,
		Type -PRO Stage-
		Make - PR lighting - 6
<u></u>		Nos. not traceable.
r)	Sound system equipments have been supplied but there is no	
	coverage for fixing of these equipments, under any contract All	The procuring of
. :	uses equipments are lying in very pathetic condition in non AC	1
	room where they may absorb moisture and catch dust. Finally	sound equipments was
	becoming useless Their warrents and distributed the	effected without
	becoming useless. Their warranty period has also already expired.	coverage of fixing as
•	More – over it is also surprising why only supply part was kept in	suggested by the sound
	ule scope of vendor and why not commissioning also in spite of the	e consultant, except item
	fact that supplier may be best familiar with their product and they	no. 11 - Revised
	are best for commissioning of their products. For the time being	tabulation sheet be
	these products need to be urgently put in AC rooms.	enclosed as Annexure
	7	,
		(A) Draper products –
		M/s. Office 2000).
		The integration of
		sound system will be
		undertaken at the
		finishing stage. Hence
		scope of the vendor is
		limited to supply only.
•		mined to supply omy.
144		A11 +b = ====11=1 =====1
		All the supplied sound
		equipments were now
.		placed and stored in
		Air conditioned room
ĺ	•	immediately as
ľ		observation raised by
1		CVC for compliance.
	Samples have been taken from site concrete / wooden / anutone	Yes, the action from
	board. The report may be pursued by Ministry.	MoC is awaited.
	No estimate have been provided by the M/s.CARD for Electrical,	
	Sound, Lighting, Slab cooling and Sculpture. Due to this,	No estimates have been
ļ	justification the rates on which these works have been awarded is	provided by
	connection and rates out without these works have been awarded is	M/s.CARD for the
.]	questionable.	Electrical work, Slab
j		cooling work. The
ľ		justification of rates
		was vested with
		3.0 2.00
- 1	·	clause
		For other works sound

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	These site pio	ctures show pork in spite of	oor quality of huge spendin	Civil Wor g of Rs. 7	k as well as crores by K	F.	structure koothaml	of	
w)		e rates have be							
	Work	Awarded Value	Estimated Value of awarded work as per CPWD	% Variati on			in the	es mentioned tabulation is and found to	
	Civil Roof Insulation	21909505/-	17506135/- 2578180/-	Plus 25.15% Plus 26.90%					
	Electrical Installation HVAC	4908773/- 11800000/-	5976901/- 10492252/-	Minus 17.87% Plus 12.67%					
	Total	41890028/-	36553468/-	Plus 14.60%					
-	•								
	The percentage vis-à-vis Esti	ge below or at mate given by	oove, for execu CPWD is also	nted value o tabulated	of work I as below:	. *			
	Work	Executed Value of Contract	Estimated Value of Executed Work as per CPWD	% Variation	1				
	Civil Additional	14377973/- 7760768/-	10596194/- 6952845/-	Plus 35.67% Plus 11.62%					
	Civil Work Roof Insulation	3271750/-	2578180/-	Plus 29.22%			Revised	tabulation	

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	Blectrical] . [•	Minus		sheet be enclosed as	5
	Installation	1878510/-	2050450/-	08.39%	_]	Annexure (I)	
	Additional						,
	Electrical	,		Plus	İ	· 1	
	work	673177/-	552041/-	21.94%	,		
	HVAC		<u> </u>	Plus	1 .		·
		9373149/-	8385263/-	11.78%			ŀ
				Plus	-		
, '	Total	37335327/-	31114973/-	16.97%			-
	10121	313333217. [022217707	1	_	·	1
	There is in non	be concluded	that tata at mil	ich contro	ot arrestded /		
1							
	1 + 17	e to contractor	is higher than	i estimated	rate given by		
	CPWD.				*	- '	
1				•			<i>,</i>
	More-over aft	er going throu	gh records, it	appears as i	f contractors	Based on the records,	
1	executed only	those parts of	their scope of	work whice	h were		
		ting to them ar				the observation is	}
		ally it resulted i				derived by CVC.	1
<u> </u>	Koothambalai		n non opera	iona coma			1
	Koomamparar	in meane.			•		
	l		****		21 1.	The statement is based	
(x)	It was informe]
	rainy days in s					on the present status /	
	approx. Rs.59.					condition of the	
	same by inspe	cting officials.	This again sho	ws the poo	r quality of	Koothambalam and	
	works by M/s			~	-	observation by CVC	-
				-		officials.	
y)	Supervision of	Fexecution ins	pection and n	neásutemen	t of work		
37 - 3	before releasin	o the payment	was in the sco	one of M/s.	CARD (or its		
	representative	ie Clerk of W	otks) But no	records of i	nspection		
	have been four	nd during Inte	neive Evenine	tion The t	nessurement		
	has been direc	na aums inc	Tannitament T	Rook itself	The tole of]
	KF Engineer (Jincer was tot	ally neglected	in this case	and this was]
	the over - dep			nant, m vió	IAHOII LO		· ·
	Commission's	guidelines on t	he subject.		o 'm' '	TT 10 1 and found to	
z)	In Civil work,	SOR item No.	131& 132 (i.e	"Providing	& Fixing	Verified and found to	
	Mangalore "tile	es and "Fixing	Mangalore tile	es" respecti	vely) were in	be correct (copies	1
ļ	quantity 200 sc	qm and 2500 so	ım respectivel	y. Item 131	was to be	enclosed) Annexute	
	executed with	new tiles and it	em 132 was to	be execute	ed with old	(II)	, l
	removed tiles.	There was no i	record kept fo	r old remov	red tiles.		<u> </u>
	Finally quantity	y executed actu	ally is $10\overline{1}6.93$	and 995.32	2 sqm from		
	item 131 & 132	, 2 respectively.	The rate of ite	m 131 was	Rs.910 per	.]	
	unit and rate o	fitem 132 was	Rs.350. Thus	it seems as	if quantity		
	which suppose	d to be execute	ed in item 132	was actuall	y sĥown to	·	
	be executed in	itam 131 with	using old tiles	. Hence it v	vas an undue		1
	financial favou	سعمده السائد بدينين	actor M/e Ch	ennai Enoir	neers.	;	
ļ	manciai favou	E TO CIVIL COLUE	D 2700	orpic mater	Thickness	Verified and found to	
aa)	For item no. 10	04 unit rate wa	s Ks.5/00 per	CUDIC INCICI	. LIMUMICSS		10
	of floor screed	ing was 75 mm	thick as per o	irawing. 140	wever	· -	"
	payments were	made with thi	ckness of 80 n	nm. Thus it	was an	enclosed) Annexure	1,4
	attempt made i	purposely to gi	ve undue adva	ntages to M	L/s.Chennai	(III)	13
	Engineers.				: 		

all line

bb) As on date, status of various works under Koothambalam project is tabulated as below:

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<u> </u>	Name of work	Letter of	Date of	% of work					
S.	Name of work		ł	1 ' '					
N	i '	Award	stop .	completed					
0.	1			approx - w.t.t					
				awarded value					
1	Civil work	17.6.2010	10.04.2012	65%					
2	M/s.CARD	11.9.2009	10.04.2012	•					
3	Roof insulation	Roof insulation							
	work	08.18.2010	10.04.2012	80%					
4	Anutone board		•						
	supply	18.8.2010	100%						
5	Electrical work	28.9.2010	45%						
6	HVAC work	08.10,2010	10.04.2012	75%					
7	Slab cooling								
	work	24.2.2011	10,04.2012	75%					
8	Sculpture work								
' '		28.3.2011	13.10.2011	100%					
9	Sound	Supply part al	ready comple	eted: No coverage					
		for installation	n & Commiss	sioning					

Revised tabulation sheet be enclosed as Annexure (IV)

Considering the status of work already done in Koothambalam Project and huge investment of about seven crores already done in this but auditorium not being operational yet, Management of KF had decided to make the theatre just operational and for this they, with help of CPWD and other consultants, prepared an estimate of Rs.46341000/-. The abstract of above estimate is as below:

Civil & Electrical work	32305000/-	Estimate by CPWD
Flectical work		
		,
HVAC and Slab	6500000/-	Estimate by earlier Consultant
Cooling		M/s.Air Treatment Engineering Pvt Ltd
		1702500
		·
Sound System	3086000/-	Estimate by earlier Consultant
•		M/s.Sound Wizard
	2550000/-	Estimate by earlier Consultant
Lighting	2550000/-	M/s.Gautam Bhattacharya Delhi
Confeture	500000/-	Estimate by earlier Consultant
Sculpture	3333007	M/s.Bhagvan Subudhi
Consultancy	1400000/-	-
Fee-PMC and		
HVAC	<u></u>	

The Civil & Electrical estimate provided by the CPWD.

However for HVAC Slab Cooling, Stage lighting, Sound System & Sculpture works , specialized in being nature, they advised to take the services of the original consultants as they were aware of the intricacies of the works. Based on their advice, this office took services of the original consultants for the said works in order to work out the estimated cost to complete the said works.

46341000/-Total Thus it is clear that estimates for HVAC, Slab Cooling, Sound, Lighting, Sculpture have been provided by those agencies who have been consultants in earlier Part - A also. It would be better that first appropriate detailing of the work, with complete detailing of design is done and then estimate be prepared based on any SOR or market rate analysis, for the purpose of approval of competent authority and fund provision. More - over a competent technical agency may be engaged for supervision of execution and inspection, before releasing the payment. 4. Summary of irregularities No open tender for appointment of Consultant, sub-

It is ensured that GFR norms be adhered in award and execution of the said works.

As regard observation for CVC appointment of for technical agency supervision of and execution inspection of works, it is submitted that this initiated office process of appointment of Project Management Consultant. However the Finance Committee the disapproved appointment of Project Management Consultant citing that CPWD office would be competent to handle this Project.

- consultants and contractor. Consultant was appointed on basis of EoI called from five firms. Sub- consultants were engaged by consultant M/s.CARD on its own. The contractors were engaged by sub consultants for different work, on quotation basis, for works valuing as high as 2.19 crores.
- No basis of estimate for civil work, given by M/s.CARD.
- No estimate of Electrical, Sound, Lighting, Sculpture work by M/s.CARD or sub-consultants.
- Higher payment to contractors vis-à-vis estimate by CPWD for executed work.
- Poor quality of Civil / Electrical work.
- Conditional offer of M/s.Chennai Engineers (as they did not quote for some items) was accepted by M/s.CARD.
- M/s.Chennai Engineers (L-1 for Civil Work) submitted cheque as EMD which was dishonouted: even then its offer was considered and finally it was awarded the work.

No comments

No.PBG was taken in any of the work.	•	
• Interest free advances were given to various firms; Amount of Rs.1805810 yet to be recovered.		
Additional works awarded at rates decided without market rate analysis.		
EMD for Electrical work was fixed 1% of Quoted Value.		
 Offer of M/s.Kevin in electrical work was considered in spite of the fact that their EMD was not 1% of their quote and later on it became L - 1. 		
 Irregular renewal of B.G's for Mobilisation Advances. 		-
 In slab cooling work, L – 2 offer by M/s. Vibrant is without any signature or seal of firm. 		
 Items supplied by Modern Stage Service are not of make mentioned in P.O.; No embossing of power rating in wattage is there over these equipments. 		
Excess payment for Item No.104, 131 & 132 to M/s.Chennai Engineers.		
• There were no proper record of measurement; in spite of that payment was made to firm.		
5. Conclusion:		
There appears to be lack of Technical expertise in the execution of this project. If work would have been awarded to any competent Government Technical body, like Public work Organisations, for supervision of execution and inspection, then Koothambalam Theatre would have been in better shape today.	No comments	6. 6.

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Annexure (I)

Work	Executed Value of Contract	Estimated Value of Executed Work as per CPWD	% Variation
Civil			
CIVII	14105756/-	10596194/-	Plus 33.12%
Additional Civil Work	7760768/-	6952845/-	Plus 11.62%
Roof Insulation	3271750/-	2578180/-	Plus 26.90%
Electrical Installation	1878510/-	2053205/-	Minus 8.51%
Additional Electrical			
work	673177/-	552041/-	Plus 21.94%
HVAC	8837379.90/-	8379323/-	Plus 5.47%
Total	36527341.00	31111788/-	Plus 15.0 9 %

Annexure (II)

				T	ender qty	/		Executed	qty
<u> </u>			QTY	unit	rate	Total	qty	Rate	Amount
104	29	Providing and laying plain cement concrete 1:3:6 with coarse sand, laid to required thickness (not exceeding 50mm) and slopes, in roof screedings, floor screedings and similar locations, laid in panels not exceeding 4 sqm., consolidated, finished fair and cured complete: Floor screedings	57	Cum	3700	210900	115.55	3700	427535
		difference in plus				216635			

Annexure (III)

Γ					Ten	der qty	<u></u> /	E:	xecute	d qty	plus	minus	Total	Total b
				QTY	unit	rate	Total	· qty	Rate	Amount			Plus	minus
ľ	13	4	Providing and fixing	200	Sqm	910	182000	1016.9	910	925406.3	816.93		74340	
	1	4	Mangalore tiles of size 400 x 240 mm,											6
			so as to cover an area											
1			of 320 x 210 mm, the	Ì										6
	:		lap should be not less than 75 mm.											
-	13 2	4	Fixing mangalore tiles of size	2500	Sqm	350	875000	995.32	350	348362		1504. 68		526638
	<i></i>		400x240mm so as to cover an area of											()6
			320x210mm. Te lap should be not less											Ç.5
			than 75mm. Provide for necessary mortor					•						
			jointing, chasing in walls, tile cutting, tile											€ S
	.		wastage etc.				,		<u> </u>					
-														(A)
	·						1057000			1273768. 3			21676 8.3	- 62.7 25.7
\vdash				-			··· ·	·					·	
H		- 1	Plus				•			216768.3				6

Annexure (IV)

				% of work		
S.No	Name of work	Letter of Award	Date of stop	completed approx.		
3.170	INAMIC OF MOLK	Terrer of Mward	Date of stop	w.r.to awarded		
ļ		,		value		
1	Civil work	17.6.2010	10.04.2012	65%		
]						
2	M/s.CARD	11.9.2009	10.04.2012	-		
3	Roof insulation work	18.8.2010	10.04.2012	80%		
	+ 100					
4	Anutone board supply	18.8.2010	20.10.2010	100%		
	• •					
			10.01.0010	450/		
5	Electrical work	28.9.2010	10.04.2012	45%		
	TYTTA CO. I	08.10.2010	10.04.2012	75%		
6	HVAC work	08.10.2010	10.04.2012	1370		
7	Slab cooling work	24.2.2011	10.04.2012	75%		
4. 1	Dian cooming work	2,12,2011	1 2010 /1.25			
ĺ						
				· .		
8	Stage lighting	19.10.2010	10.04.2012	90%		
	5 cm5 6 [
9	Sand stone carving	28.3.2011	13.10.2011	100%		
].	(sculpture work)					
		,				
				<i>r</i>		
10	Sound	Supply part already comple	ted: No coverage	tor installation &		
- 1	Commissioning					

Annexure (V)

N	lame of work: Additions, Alterations and civil work in Koot	hambalam in Kalaksii	CHA L'OHIMAMON.
	Summary of Consultancy Fees	as on date	
SNo	Details of Sub Head / Consultant		Total Amount
1	Dr.Mono Doctor Pingel towards Architect for upgradation of theatre		47,550.0
2	Sub Head I -Civil work Towards Consulting Architect M/s.CARD / Ar.Ravi Niilakantan		30,84,095.8
3	Towards cost of Clerks of Works		12,67,185.00
4	Towards cost of Consultant charges		2,65,513.00
5	Sub Head II -Sound System Towards consultant fee to M/s.Sound Wizard		1,67,556.00
6	Sub Head III - Stage lighting work Towards Stage lighting consultant Shri Bhattacharya		20,000.00
7	Sub Head IV- Stone sculpure work Towards Vaastu Stone sculpture consultant Shri Umapathy Archarya		20,000.00
8	Sub Head V- Other consultant Towards Design & implementation		32,836.00
9	Sub Head-Travel expenditure Towards travel expenditure payable to the above Consultant (M/s.CARD, M/s.Sound Wizard,		
a.	To M/s.CARD	1,39,105.00	
b	To M/s.Sound Wizard	87,325.00	
С	To M/s.Stage Consultant Shri. Bhattacharya	58,854.00	
đ	To others	5,645.00	2,90,929.00
	Grand Total		51,95,664.88

Annexure (VI)

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(9)

(9)

Name of work	Advance paid	Amount yet to be recovered
M/s.Chennai Engineers	32,00,000.00	12,24,294.00
M/s.CARD	75,000.00	75,000.00
M/s.Anutone	7,05,724.00	0.00
M/s.Kevin Electricals Pvt	3 - 3 - 1.00	0,00
Ltd	7,36,316.00	4,86,516.00
M/s.Bhagaban subudhi	2,85,000.00	0.00
M/s.Modern Stage		
Service, Delhi.	14,36,038.00	0.00
Consultant Shri, Gautam		5.00
Bhatachatya	20,000.00	20,000.00
M/s.Chennai civil tech		403000.00
research Foundation pvt		
ltd	42,700.00	0.00
M/s.S.U.N.Media		5.00
ventures pvt ltd	1,68,788.00	0.00
M/s.Ansata computer		3.00
Systems	7,45,300.00	0.00
M/s.Pro Musicals	68,600.00	0.00

Annexure (A)

1	Link armorated the	zard - EAW & A	udix In	//s.Aditya infote	ch I		
	Auroville - app by Kalakshetra Acoustics stud	ointed products -		i siratiya ililote	ch ∫ 9-Nov	-09 29-No	ov-09 61708
2	 	Speakera	nd Stand A	/s.E & E Systems			
		products	(ir	/s.e & E Systems Idia) Pvt Ltd	24-Mar-	-10 11-Aug	-10 192748
3		MIC and S	tand M	s.Senheiser			
		products	Eie	ctronics India pv /M/s.Telerad	t 24-Mar-	10 31-Mar	-10 67304
4		QSC produ	14.	s.MRH Digital tems private Ltd	7-Dec-10	D 15-Dec-	10 49646
. 5	· · · · · · · · · · · · · · · · · · ·	Digidesign	0.07				
_		products	syst	Anasata compu ems private ted / Bangalore.	ter 9-Nov-09	3-Dec-1	0 3100542
6	:	Tele product		Sasi Enterprises			
7	· · · · · · · · · · · · · · · · · · ·			• ,	9-Nov-09	15-Feb-1	0 293382
8		Tele products		Sasi Enterprises	9-Nov-09	8-Mar-10	
9		Projector prod		Projection Design	24-Nov-09	5-May-10	1184597
10		Samson and A	Inc	empest lighting	9-Mar-11	28-Mar-11	314630
<u>. </u>		products	ilesis IM/s.P	ro Musicals	. 25-Nov-09	31-May-10	226685
11		Draper produc		ffice 2000	16-Nov-09	25-Feb-10	512891
		Denon & Pione products	er M/s.RI		28-Jan-10	27-Mar-10	202125
3	· · · · · · · · · · · · · · · · · · ·	Denon & Pione	er M/s.Riv	/era	28-Jan-10		
		products	interna		20-348-10	12-Feb-10	
4		Denon & Pione		E Systems	28-Jan-10	8-Feb-10	43796
		products	(India) F	vt Ltd		1	45796
	• • •	QSC products		H Digital	17-Nov-09	19-Dec-09	750908
			Systems	private Ltd			
-		QSC products	M/s.MRI	l Digital private Ltd	17-Nov-09	29-Dec-09	
	<u>:</u>			·			
		Accessories products	M/s.Reyn	olds INC	3-Feb-10	25-Feb-10	638213
	<u></u>	Cable products	M/s.S.U.N Ventures		18-Nov-09	21-Jan-10	675151
		Cable products	M/s.S.U.N Ventures I		19-Jan-10	15-Feb-10	76866
		Cable products	M/s.S.U.N Ventures P		7-Oct-10	28-Jan-11	461489
Total			 				
<u> </u>		· · · · · · · · · · · · · · · · · · ·	J	ſ	1		17749145

Kalakshetra Foundation - Central Office

Kalakshetra Road Tiruvanmiyur <u>Chennai</u>

Retn Chennai Engineers - Security Deposit Ledger Account

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1-Apr-2010 to 13-Jul-2016

		•			Page 1
Date	Particulars	Vch Type	Vch No.	Debit	Credit
15-7-2010 Dr	Canara Bank 2649101001719		BR-B-10		5,00,000.00
	Being Security deposit recd Chennal Engineers for Kootl vide Bank of Baroda BPO No 2010	hambalam work			
. •	2010				5.00.000 00
Cr.	Closing Balance			5,00,000.00	
	and and and and and and and and and and			5,00,000.00	5,00,000.00
Cr	Chennal Engineers for Kooti	hambalam work			5,00,000.00 5,00,000.00

Kalakshetra Foundation - Central Office Kalakshetra Road

Tiruvanmiyur Chennai

Retn Unimech Systems - Security Deposit Ledger Account

1-Apr-2010 to 13-Jul-2016

		1-Apr-2010 to 13	3-JUI-2010			Page 1
		Vch Type		Vch No.	Debit	Cr F
Date	Particulars		<u> </u>	BR-B-24		2,95,000.00
9-12-2010 Dr	Ch No 266762/11.11.2010	0 IOB,		DIV-D-E-T		6.
·	Aminjikarai Br. chennal bein received from M/s. U nimed Channail But Ltd. towards	ng amount h Systems (Retn. & EMD for				French
	HVAC Work in Koothambal 311/9.12.2010.	am Vide Rt. No.		•		2,95,636.50
Cr	Closing Balance				2,95,000.00 2,95,000.00	2,95,00€ ≂

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Kalakshetra Foundation - Central Office Kalakshetra Road Tiruvanmiyur Chennai

Retn Kevin Electricals - Security Deposit Ledger Account

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1-Apr-2004 to 13-Jul-2016

			·	Page 1
 Date	Particulars Vch Type	Vch No.	Debit	Credit
3-12-2010 Dr	Canara Bank 2649101001719 Plan A/c BR - Plan	BR-B-23		73,650.00
	Ch. No. :795355/1.12.2010, City Union Bank Sr.Br. Chennal towards Security			· .
	Deposit for Theatre Electrical Installation for Koothambalam received from M/s. Kevin Electricals Pvt. Ltd., Vide Rt. No.198/3.12.			
·.	2010.			73,650.00
, Cr	Closing Balance		73,650.00 73,650.00	73,650.00
			,	