On being enquired (June 2019), the GMC accepted that there had been a delay in construction of para medical college and only skeleton of the ground floor was constructed. However, the work was under progress and proposals for releasing second instalment of ₹ 2.17 crore (based on 60:40 ratio) have been sent (November 2018) to GoI.

Thus, lackadaisical approach to get the work started (30 months) and improper assessment of requirement and abnormal delay (16 months) in approval of the drawings resulted in non-completion of the building even after lapse of seven years and incurring an expenditure of ₹ 3.89 crore. Further, GMC also lost the opportunity to demand ₹ 1.19 crore (part of 2nd instalment) due to change in conditions[16] of sharing pattern of grants in aid.

State Government accepted (February 2020) that there had been a delay in construction of para medical college.

3.6 Undue benefit to contractor due to not raising demand for rent

Non recovery of rent of ₹ 23.33 crore from the contractor for land provided by Medical College, Kota for execution of flyover work under UIT, Kota due to lack of coordination between both the agencies.

Urban Improvement Trust (UIT), Kota entered into (September 2017) a contract for construction of a flyover from Danbari to Keshopura Circle on Rangbari road, Kota at a total cost of ₹ 140.58 crore. As per special condition (no 104) of the contract, the contractor was responsible to arrange the land for site office/laboratory/plant and machinery at its own level and cost. The UIT requested (October 2017) the Medical College, Kota (MC) to provide a vacant land measuring 20,000 square meters (250×80 meter) in the hospital campus for a period of around one year, which was required to establish a segment making plant for the flyover as it was passing just near the hospital campus. The MC conveyed (October 2017) its consent to UIT with the condition that land will be vacated as and when required for the hospital and no permanent structure would be made at the site. The said land was made available (October 2017) to the contractor by the UIT without assigning any rent.

On being noticed that the land was being used by the contractor and not the UIT, the MC repeatedly asked (13 November 2017, 30 November 2017 and 12 January 2018) UIT, Kota to deposit the rent for the land after getting it assessed by PWD. However, UIT Kota did not respond to the letters of MC. Thereafter, PWD on request of MC assessed (January 2018) the fair rent of the said land as ₹ 83.31 lakh per month. Accordingly MC asked (March 2018) UIT to deposit the rent from October 2017 onwards at the rates so assessed.

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16 The sharing pattern of funds under central sponsored schemes between GoI and GoR was changed from 85:15 to 60:40 during 2014-15 by the GoI.

Instead of depositing the requisite rent, UIT Kota stated (May 2018) that the land being used for segment making plant in fact pertained to UIT as it was a part of 60,032 square meters land which MC had encroached earlier, hence no rent was payable to MC. However, later in a joint meeting (August 2019) of both the departments, UIT agreed that the land pertained to the Medical College.

On the other hand UIT, Kota also did not demand any rent from the contractor. As such, the contractor was utilising public assets without paying rent to any of the two agencies i.e. UIT, the awarder of the contract and MC, the owner of the asset.

Medical Education Department while accepting the facts stated (January 2020) that MC, Kota made the land available to UIT without obtaining sanction from competent authority. On the other hand, UIT stated (November 2019) that said land was provided to UIT, Kota by the MC, Kota without prescribing any condition regarding payment of rent.

Thus, the fact remains that providing land to UIT by MC, Kota without adhering to necessary procedure and failure of UIT, Kota to clearly specify the rent payable before allotting space for construction work resulted in undue advantage to the contractor and deprival of rent to the tune of ₹ 23.33 crore (January 2020) since October 2017.

3.7 Unfruitful expenditure on Research Hospital, Jaipur

Despite the assurance given to the Public Account Committee, Super Specialty Research Hospital under RUHS remained incomplete even after lapse of 11 years and incurring an expenditure of ₹ 19.30 crore, rendering the expenditure unfruitful.

With a view to establish a hundred bedded Super Specialty Research Hospital (Research Hospital) at Jaipur, under control of Rajasthan University of Health Sciences (RUHS), GoR sanctioned (September 2007) an amount of ₹ 10.00 crore for construction of the building to be completed by 28 February 2009. However, the hospital building could not be completed as of March 2009 after incurring an expenditure of ₹ 7.38 crore[17] due to paucity of funds which were neither provided by the GoR nor by RUHS from its own resources to the executing agency[18]. A mention in this regard was made in the paragraph 2.4.6.1 of Report of the Comptroller and Auditor General of India for the year ending 31 March 2011 (Civil) Government of Rajasthan.

The Public Accounts Committee (PAC) examined the issue in November 2012 and called for (August 2013) the reasons for not completing the construction of Research Hospital through RUHS's own funds. GoR clarified (June 2014)

17 Including pending liability of ₹ 0.58 crore.
18 Rajasthan State Road Development and Construction Corporation (RSRDCC).