



South Eastern Railway
(Vigilance Branch)

'Confidential'

Garden Reach, Kolkata-43

No.G.130/PC/ 2019/07/00835/V1/N/KQP

Dated: 08.07.2020.

To
The PCCM,
South Eastern Railway
Garden Reach, Kolkata-43

Sub: System improvement in Block Booking for sports team.

During a preventive check on board train no 12834 exp on 22/23.06.2019 it was found that total 96 passengers were chartered as 'Player-99' and allotted berths in sleeper class in different coaches of the said train. All the passengers were team members of a recognised sports association and were availing Sports Group concessional fare for participation in National level championship. However, on duty TTIs were not supplied with any supportive documents to verify the identities of the passengers booked as 'Player-99'. In course of check, two TOT cases were detected.

The main irregularity in the instant case, as brought in the investigation, is that for reservation of berths, two teams of Bengal Swimming Association were given both facilities, Block Booking facility as well as normal booking facility where the permission of the competent authority for block booking had not been obtained. The sports association has asked for both group concession and block booking permission. Group concession permission was granted. However, the concerned Reservation supervisor had not processed the Block booking applications. He used short cut method and had asked the party verbally to book the tickets following normal reservation procedure stating that if they wait for the block booking permission they might not get the berths (as block booking is permitted on maximum 50% of the vacant berths). On the other hand he had instructed the counter men to generate tickets on those concession certificates following normal reservation procedure but on the concept of Block booking as such without obtaining passengers details in violation of Para 614 of IRCM Vol-I. By this act, on one hand the party was given 'Block booking' facility for a sports team as such to reserve berths for team members without giving name, sex, age etc on the other hand the undue facility of 'Normal reservation' to avail maximum vacant berths instead of stipulated 50% as applicable in 'Block booking' reservation.

It is noted that right from Reservation supervisor to on duty reservation clerk, who were all in the grade of RS-I, had no clear understanding regarding the procedure to be followed in reservation of tickets for a sports team with or without block booking permission. Presently, the instructions for block booking which has been enumerated in Board's letter in the year 1987, is being followed.

Contd.

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To prevent recurrence of such type of irregularities in future following system improvement suggestions may be examined for implementation:-

1. A fresh circular reiterating the relevant rules and instructions, regarding the detail procedure to be followed for the following-
 - a) Issue of Group Concession Certificates for the members of a Sports team to attend National Level Tournament,
 - b) Reservation procedure to be followed when **Block booking is permitted** on such group concession certificates and
 - c) Reservation procedure to be followed if **Block booking is not permitted** on such group concession certificates,
2. If block booking for the sports team is permitted then an undertaking is to be obtained from the Hony. General Secretary of the concerned sports association that the 'Name list' (Passengers' detail i.e name, sex, age etc) will be submitted at least 48 hours prior to the scheduled departure of the train, failure of which will cause the reservations of the full team invalid. Change of name request will be allowed only for once and that too at least 48 hours prior to the scheduled departure of the train.
3. With reference to item no (2) above, on receipt of the 'Name list' (Passengers' detail), concerned CRS/supervisor, with permission of nominated officer, should feed the names of the team members along with other necessary details in the system before preparation of the final reservation chart for the said train.

This has the approval of SDGM /SER.


(R.K. Mohanty)
Dy. Chief Vigilance Officer/T

No. G.130/PC/2019/06/00157/V5/N/CKP

Dated : 05.05.2020

P C E E
SER/GRC.**Sub : Flagging issues for system improvements.**

In a preventive check conducted by Vigilance for repair of Printed Circuit Board of 3 phase electric locomotives, it has come to light that the participation of bidders have been restricted only to RDSO approved sources for which the offer of L4 bidder has been considered and accepted.

On the basis of the PHOD's comments on the preventive check report and realising the existence of lack of clarity in understanding and interpretation of the technical guidelines of the subject, the case has been agreed for closure. Nonetheless, it has necessitated deliberation and issue of clarification for sake of transparency and uniform implementation of the guidelines in its perceived perspective to bring about systemic improvement in the tendering process.

1. Vide Railway Board's letter No. 94/Elect(TRS)/441/1 Pt.III dated 12.06.13 eligibility criteria for award of works contract to undertake repair/rehabilitation of equipment of electric locomotives etc. has been issued specifying that :

- (i) The technical eligibility criteria of having undertaken one similar work of minimum value of 35% of advertised tender value in last three financial years may be dispensed with in case of bidders who are either OEMs or sources approved by RDSO for related works contracts.
- (ii) The financial eligibility criteria of minimum 150% tender value may be dispensed with in case of bidders who are either OEMs or sources approved by RDSO for related works contracts.
- (iii) Open tendering system should preferably be adopted for award of such works contracts.
- (iv) Firms not featuring in RDSO's approved list of works contracts shall have to fulfil the eligibility criteria as stipulated in B S Sudhir Chandra Committee's recommendation.
- (v) For prescribing the technical eligibility criteria and defining similar nature of work to be indicated in the tender documents and NIT, Railway Board's letters No. 94/CE-I/CT/4 dated 17.10.02 and No. 94/CE-I/CT/4 dated 23.11.06 may be referred to.

2. Guidelines for repair/rehabilitation of 3 phase electric locomotives (Guide line No. EL/G/2008/01, Rev '2' Jan - 11) under para 2 for "General guidelines" specifies the following :

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"Electric loco sheds shall issue the PCBs, or modules of three phase locomotives for repair/rehabilitation to **firm identified by RDSO only**. The firm, identified by RDSO, shall develop test jigs for card level functional testing either in advance or after getting orders. The firm shall collect the requisite information from CLW to develop test jigs for card level functional test. The card for repair shall be issued by the shed only after the firm develops the test jigs and is certified by RDSO representative. **In case the repair is taken up by the firm for the first time for specific type of card, initially one card shall be issued to the firm for repair against indemnity bond/security deposit of an amount equal to the cost of the card.** This repaired card will be tested in the locomotive for its compatibility and once it is found in order the balance order for that specific type of card shall be executed by the firm. Similar procedure shall be followed for all types of cards....."

3. It has been observed that tender for repair of PCBs invited by other railways do not restrict the repair and rehabilitation of PCBs only to RDSO approved firms.

The tender approving authority of SER appears to have mistaken the "identified sources" as similar to "approved sources".

A thorough reading of the general guideline above at Sl. 2 clearly says that the repair of PCBs need not be restricted to Pre approved RDSO sources instead it specify the repair only through RDSO identified sources. The Railway Board's eligibility criteria also does not point blank restrict such repair only to RDSO approved firms. In effect such unwanted restrictions in the tender inhibites widening of the bidder base jeopardising healthy competition.

In order to settle the doubt at rest you are advised to obtain necessary clarification from CLW/ RDSO, the nodal authority of the guidelines for circulation amongst the field units.

4. It may also be confirmed if the definition of similar nature of works are being approved by PCEE as reiterated by Railway Board vide 1 (iv) above .

5. In the instant case it was observed that on the basis of NCLT verdict of merger of a RDSO/CLW approved company with a non approved company making the later eligible in the tender while in effect the approval by CLW was considered at a later date than the tender opening date. This made the award of the tender to a non-approved firm by vitiating tender condition apart from consequential financial implication.

It is therefore suggested to issue clarification as system improvement with regard to the procedure to be adopted to deal with incidences of merger/change of address/change of ownership etc. of firms for tendering and contractual management.

o/c

05.05.2011
(SANKARSAN NAYAK)
S D G M



South Eastern Railway
(Vigilance Branch)

No.G.130/PC/2019/06/01637/V4/N/CKP/Sys Improvement/ **191** Dt: 19/11/2020

To
Sr Divisional Engineer (Co-ord)
South Eastern Railway
Chakradharpur

SUB-Preventive check on the record of measurement in MB
against a contractual work-system improvement thereof.

A preventive check was conducted on the record of measurement in MB against a contractual work. During the check, it has come to the notice that the measurement towards the execution of the said work is recorded in 10 different old MBs. This is not only violative of extant guideline laid down vide Railway Board letter no.2013/CE-I/CT/O/25/VOC dated 26.8.2013(Copy enclosed) but a potential scope for malpractice.

In view of above scenario, necessary instructions may be issued to all concerned for compliance of **one contract-one MB rule** in accordance with the provisions stipulated in aforesaid RB letter. A copy of the ACTION TAKEN please be endorsed to this office for information.

Encl-As above

SHAILESH VERMA
CVO (G)



दक्षिण पूर्व रेलवे
SOUTH EASTERN RAILWAY

CONFIDENTIAL

कार्यालय office of the-
महाप्रबंधक (सतर्कता)
General Manager (Vigilance)
प्रशासनिक शाखा Administrative Branch
11th Garden Reach Road, Kol-43.
Ph: (033) 2439-6637
Fax: (033) 2439-7133

No.G-130/PC/2019/03/00824/V1/N/KGP

Dated: 03.11.2020

To
The PCCM,
South Eastern Railway,
Garden Reach, Kolkata-43

Sub: System improvement for prevention of manipulation of Demurrage
Charges and Wharfage charges in Goods Shed.

During checks at various goods sheds over South Eastern Railway, it was found that in most of the cases Wharfage registers are not maintained properly. In few cases it was also noticed that although the materials have been delivered and removed from Railway area there were no records either in Wharfage Register or in Delivery Register. As such, manipulation of wharfage charges and thereby loss of substantial Railway revenue is suspected. It is also noted that at present there is no system in vogue to check the scope of manipulation of wharfage charges.

To prevent manipulation of Demurrage and Wharfage charges in future it is suggested that as TMS has already been implemented over this Railway system, generation of statement of Demurrage charges (DC) and Wharfage charges (WC) through TMS needs to be explored. Till this is implemented, the following suggestions may be examined for implementation:-

1. CGS of every goods shed should maintain a diary in line with Station Master's diary where in, the details of incoming rake, outgoing rake, unloading particulars, loading particulars, removal of materials from Railway area etc should be logged chronologically. The particulars should be logged into the register immediately after the particular incident.
2. The status of loading/unloading/ removal of materials from Railway area, as entered in the diary should be reported to the commercial Control once in the morning and once in the evening in line with repeating of yard position by Station Master to the operating control.

This has the approval of SDGM /SER.


(H.K. Mohanty)
Dy. Chief Vigilance Officer/T

nlc

* For system improvement file

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(34) 72

SOUTH EASTERN RAILWAY

CONFIDENTIAL

No. G.130/PC/2019/04/00105/V4/N/CKP/644

Dated : 30.04.2020

CAO/CON
SER/GRC.

12/5

Sub : Flagging issues for System Improvements.

On the basis of the reasoned views given by CAO/CON as PHOD on the Preventive Check Investigation Report against LOA No. SER/CONORGN/HQ/TENDER/3844 & 7148 dated 20.12.16 under Dy. CE/CON-II/ROU, closure of the report has been agreed upon in consideration of the following :

1. The irregularities pointed out by the Investigation Report has been appreciated and concerned officials have been counselled and necessary instructions issued to them.
2. Before releasing the final bill, detailed measurements are to be taken afresh and the payments to the agency shall be released accordingly.

However, few issues brought out in CAO/CON's view needs introspection as enumerated under :

1. The alleged compelling circumstances under which the field officials are working in difficult section on the face of impending threat of Maoist in the elephant infested zone has been advocated as an argument to ward off malafide intent is likely to give a leeway to conceal the misdemeanour of the dishonest.

Adequate care and attention needs to be paid to sparsely use such a stand or better be avoided altogether.

2. The skeletal strength of supervisory staff compels to restrict the supervision only to important works leaving the unimportant works go without supervision. Such a stand definitely sends wrong signal to the benefit of the dishonest to exploit the situation. This may also act as a shield against the dishonest in cases where wrong doings are detected at a later date.

Therefore, there has to be a managerial solution in place to take care of the shortage of staff rather than citing this as an inescapable plea for slack supervision.

3. The on account payment made under approximate measurement has been cited as an excuse for the over payment detected. A plain reading of Para 1331 of Engineering Code emphatically and unambiguously stress that approximate measurement does not give any liberty to any

(24)
(22)
17 (23)

official to make payment more than the work done at any stage either at approximate or detailed measurement stage and is held responsible for over payment. Hence the view expressed in this respect requires a relook and doubts cleared for future.

4. Detailed directives may be issued or reiterated, if already exist to bring in more clarity as to the necessity and responsibility of test check and also enable test checks verifiable at a later date so as to pinpoint and fix responsibility on the erring official for deficiency in quality and quantity if any, detected at any stage.
5. Advisory should be issued to take adequate care while preparing the completion drawings which not only serves as a tool for checking the final payments to be made but also serves as a permanent technical document at a later date to undertake repair/maintenance for ensuring safety as a regular measure or in exigency.
6. The techno-economic aspect or more so the technical suitability aspect of using cast-in-site C.C. blocks in lieu of boulder pitching on bridge approaches or elsewhere be examined and if required directives issued for clarity and uniformity of approach in adopting the same in the field.

A supplementary Preventive check report has also been made and has brought to fore the overpayment made during on account payment for inappropriate operation of SOR items in respect of lean concrete below pier and Abutment, RCC of toe wall and retaining wall, lean concrete below toe/retaining wall etc.

The SSE concerned may be taken up under departmental D&AR as would deem fit to meet the ends of justice.

It is also suggested that the execution of this very agreement needs to be thoroughly checked independently for each and every aspect to make sure that no other irregularities have been committed in the execution of the contract by the concerned officials.

Follow up action taken on issues flagged as above may be intimated at the earliest.

o/c
(SANKARSAN NAYAK)

30.04.2021
S D G M



South Eastern Railway
(Vigilance Branch)
11, Charden Reach Road,
Kolkata - 700043.

No. G. 130 / PC / 2019/ 07/ 00149/ V4/ / 295

Dated - 20/11/2020

CAO/CON
SER/GRC

SUB-System Improvement towards test checking of measurement in MB-Reiteration of Railway Board letter no.97/CE/I/CT/42 dated 07.07.1997.

In connection with a vigilance investigation, it is noted that concerned SSEs have recorded the measurements of an item without mentioning location/chainage in MB. Further, it has been found that the concerned executive also has conducted 100% test check over the above measurements recorded in MB without mentioning the location of such test check against the item.

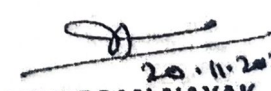
In this regard, it is pertinent to note that the instructions regarding conducting test check has been stipulated in Railway Board letter no.97/CE/I/CT/42 dated 07.07.1997. The excerpts of the RB letter is as follows-

"When an officer is expected to conduct test check of works and when he certifies that he had done the test checking, it should be incumbent upon him to specify clearly the relevant particulars/details of the area which has been so subjected to test checking by him. Otherwise, anybody can blindly give a "certificate" without specifically conducting any such checking. This would defeat the very purpose of test checking. Further, in such a situation, his accountability also get blurred and it become next to impossible to take him to task for not conducting any check and/ or for conducting the check in a perfunctory manner. The commission would, therefore, advise the department to issue necessary instructions at once making it obligatory/incumbent upon officers of all levels to furnish all relevant particulars about test checking done by them.

Board have taken a serious view of the matter and desire that when officers give certificate after conducting test check, he should specify clearly the relevant particulars/details of the area which has been test checked by him to avoid any irregularities conducted in test checking"

In view of the above, in order to prevent reoccurrence of such irregularities, it is proposed for reiteration of aforesaid Railway Board's instructions to all concerned in regards to conducting test check of measurement in MB.

Follow up action taken on the subject issue as above may be intimated at the earliest.


20.11.2020
SANKARSAN NAYAK
SDGM



South Eastern Railway
(Vigilance Branch)
11, Garden Reach Road,
Kolkata - 700043.

"Confidential"

No. G. 130 / PC / 2019/ 07/ 00149/ V4/ 1296

Dated - 27/11/2020

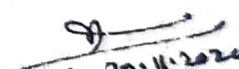
CAO/CON
SER/GRC

SUB-Suggested System Improvement towards streamlining the process of quotation contracts in field units of construction organisation.

In connection with a vigilance investigation, it is noted that LOAs for quotation contracts are issued from the office of Dy CE/Con of different field units which are within their financial limit (At present Rs. 5 lakhs vide item no. 5(F) of PART - A: Works Matters of MOSP, 2018). Further, it has been revealed that no data/document is available/ maintained in the office of CAO (Con) in this connection.

Therefore, with a view to streamline the process of quotation contracts in field units of construction organisation, it is proposed that LOA number should be obtained from the office of CAO (Con) even when approval for calling quotation is within the competency of concerned Dy CE/Con at different field units.

Follow up action taken on the subject issue as above may be intimated at the earliest.


20.11.2020
SANKARSAN NAYAK
SDGM



South Eastern Railway
(Vigilance Branch)
11, Garden Reach Road,
Kolkata - 700043.

No.Vig/System Improvement/ 1139

Date: 12/10/2020

To
Principal Chief Engineer
South Eastern Railway/GRC
To
Chief Administrative Officer (CON)
South Eastern Railway/GRC

Sub: -Suggested system improvement with regard to item rate of **PULSE ECHO TEST (PET)** Vide USSOR item no. 192120.

During preventive check, it has come to the notice that the basic rate of **PULSE ECHO TEST (PET)** of pile vide item no. 192120 of USSOR-2010 is comparatively high. To find out the reason of high rate it is observed that basic rate considered for rate analysis of item no. 192120 of USSOR-2010 is actually basic rate of **vertical load test of pile**. Accordingly other incidental charges become higher than as usual. The details rate analysis for the said item are given below -

USSOR Item Ref.	Descriptions of items	Rate Code	Rate	Quantity	Amount	Basic Rate Sl. No.	Remarks
192120	Pulse Echo Test (PET) for integrity testing of piles with contractor's men, materials and machines. The rate includes cost of Inspection of site, preparation of pile head and any other unforeseen cost required for the test, .. contd. -	7246	28808.33	01	28808.33	1256	Rate against "rate code" is for vertical Load Test of pile not for PET
	Sundries (Lumpsum)	9999	1.00	1500	1500	1891	
				Sub Total	30308.33		
	Water charges 1% (Lumpsum)	9997			303.08	1892	
				Sub Total	30611.42		
	Add contractor's profit overheads @ 15%	9998			4591.71	1893	
				Total rate for one test	35203.13		

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From the above table it is clear that basic rate of Pulse Echo Test considered as rate of Vertical load test of pile vide USSOR-2010 Basic Rate's cell reference "E1261" with recoded description is "Vertical load testing (Initial) of piles in accordance with IS-2911 (pt-IV) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test complete as per specifications".

It is brought to your kind information for consideration and necessary correction may be issued please.


(2.10.2020)
SANKARSAN NAYAK
S D G M



South Eastern Railway
(Vigilance Branch)
11, Garden Reach Road,
Kolkata - 700043.

No. G130/PC/2019/06/01644/V4/Sys Improvement/1407

Date: 15/12/2020

To
Principal Chief Engineer
South Eastern Railway/GRC

Sub: -Suggested system improvement with regard to fixation of realistic rate of cement in contracts in Adra division.

A preventive check was conducted regarding accepted rate of cement in various contracts awarded during year 2018 in all division. After scrutiny of the prevailing rates, it has come to the notice that accepted rates of cement in Adra division were much higher than the accepted rate of cement throughout the South Eastern Railway. The average accepted rates shortlisted for ready reference are as follows:-

Division	ADA	CKP	KGP	RNC
Average accepted rate of cement in 2018 per MT	Rs.9602.8 (Annex-I)	Rs.8236.71 (Annex-II)	Rs.7356.95 (Annex-III)	Rs.6718.61 (Annex-II)

From the above fact it is clear that the accepted rates of cement in Adra division were much higher than the accepted rates of cement in all other divisions over South Eastern Railway. The monetary implication has since trickled down on acceptance of successive tenders as could be seen from average accepted rate of cement for the year 2020 for ADRA, CKP & RNC as tabulated below:

Division	ADA	CKP	RNC	KGP
Average accepted rate of cement per MT	Rs.8475.20	Rs.7676.58	Rs.6881.04	Rs.7910.19

From the above tabulation, it is seen that accepted rates of cement of Adra Division continues to be higher than the accepted rates of cement of other divisions.

Therefore, the above issue is brought to your kind notice to consider and issue such guidelines in the future tenders, so that above anomaly is corrected.

Necessary suitable instruction in this regard may please be issued from your end with a copy to the undersigned.

Encl: As above.


15.12.2020
(Sankarsan Nayak)
Sr. Deputy General Manager

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ANNEX -

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Accepted rate of cement in Adra Division (Open Line)

Sl No	Name of works	Contract value	LOA & Date	Agency	Cement			
					Qty. (MT)	USBOR-10 rate /MT	Dept. Rate/ MT	Accepted rate
1	Strengthening of bridge in ADA-MDN Adra Div	11879509/-	E-TB/24/2018/OT dt. 14.05.2018	Dynashwar constructive solution	210.44	6325/-	9842	9744
2	Complete track renewal Bankura (UP) section	21346467/-	E-TB/76/2018/OT dt. 21.06.2018	Sourindra nath Senapati	164.52	5635/-	9298/-	9298
3	Construction of weir over Darakeswar river at Adra	45656110/-	E-TB/100/2017/OT dt. 05.01.2018	Modern Construction co.	1587	6325/-	9455/-	9455
4	Through weld renewal of existing Adra-Sanka.	4075449/-	E-TB/05/2018/OT dt. 25.04.2018	Yusuf Enterprise	5.86	5635/-	8481/-	9414
5	Replacement of existing old area	19487550/-	E-TB/64/2018/OT dt. 26.09.2018	Sri Gayatri steel Industries	54	6325/-	9908/-	9908
6	Renovation of latrine bathroom ARM and RPF Office	16202366/-	E-TB/98/2018/OT dt. 15.10.2018	M/s Pritam and Pramit Builders	181.64	5635/-	8827/-	9224
7	Repairs to boundary wall Section (up & down)	13666475/-	E-TB/23/2018/OT dt. 21.05.2018	Kunal Construction	123.8	6325/-	9842/-	9940
8	Repairs to boundary wall Section (up & down)	13666475/-	E-TB/23/2018/OT dt. 21.05.2018	Kunal Construction	243.95	5750	9007/-	9097
9	Provision of new foot over bridge At Chandil.	37981915/-	E-TB/39/2018/OT dt. 24.08.2018	P.P. Singhania	119	6325/-	9927/-	9927
10	Strengthening of guide bund SSE/Works/PRR.	17646731/-	E-TB/93/2018/OT dt. 24.09.2018	M/S Prem Chandra Singh	185	6325	9922/-	10021

Average rate of above ten agreement is Rs. 9602.8 per MT



சென்னை முதல் திருச்சி
SOUTH EASTERN RAILWAY

மேலாண்மை அலுவலகம்
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No. G.130/PC/2019/09/01132/VI/N/KGP/SI

Dated: 31.12.2020

To
The PFA & PCCM
South Eastern Railway

Sub: System Improvement - Inspection of station imprest cash

In a recent vigilance investigation, rampant mis-utilisation of station imprest cash by the concerned SMR has been detected. During the investigation it came to light that utilization of station imprest cash by SMRs of various stations are not being checked/inspected either by the sectional TIA or the CI. It is learnt that inspection of station imprest cash has not been included in the assigned job list of the sectional TIA and CI. In this connection, it is pertinent to mention here that earlier the quantum of station imprest cash provided to the SMRs of various stations was quite insignificant. However, in recent times this has been increased substantially in order to cater to the various requirements of stations such as petty repairs, purchase of ink cartridges for UTS and PRS printers, maintenance of PRS/UTS equipments etc. Amount of imprest cash provided at stations at present varies from Rs. 5000 to 55000 depending on the class of the station. In absence of suitable check/audit mechanism on the utilization of this cash, there is every likelihood of both mis-utilization and misappropriation of this fund.

It is, therefore, suggested that inspection of station imprest cash may be included in the assigned job list of both the sectional TIA and CI for periodical checks and audits.

It is requested that the suggestion may be appropriately examined for implementation. Action taken in this regard may be communicated to this office for record.


31.12.2020
(Sankarsan Nayak)
SDGM



दक्षिण पूर्वी रेलवे
South Eastern Railway
(सतर्कता शाखा)
(Vigilance Branch)

Confidential

Vigilance Office
Garden Reach
Kolkata-700 043
Date: 15-09-2020

No. G.130/C/2017/12/00438/V5/KGP/1033

**Pr. Chief Electrical Engineer
S.E.Railway, Garden Reach**

Sub: Suggestion towards system improvement regarding provision of temporary electrical connection to commercial shops/ establishment not related with Railway working directly.

Ref: (i) Railway Board's letter No. 84/Elec. I/137/93 dtd. 27-10-1988.
(ii) This office letter No.G.130/PC/2011/02/011/V2/V.Con/2016 dtd. 03-02-14 addressed to PCEE/SER.

Repeated complaints are being received from shop owner/ Power of attorney holder for extension of electric Power supply to shops located on Railway Land at Goal Bazar and Gate Bazar area of Kharagpur division.

In order to streamline the procedure & improving transparency for temporary electrical connection to commercial shops, Vigilance had already suggested two system improvements (in 2007 & 2014) addressing the issues related to renewal of license, multiple license, outstanding license fees. As per above recommendation KGP division is currently maintaining priority register & movement register. Formats for NOC from Engineering Department and check sheet for approval of PCEE have been standardized and are in practice.

During vigilance investigation of a case, it is observed that even after a lapse of 7 years (2010 to 2017) from the deposit of advances (towards cost of materials & energy charges for three months), Electrical connection has not been extended to the shop of applicant. After thorough investigation, it is observed that delay of 4 years is attributed to the applicant himself (renovation of shop) and the shop was under encroachment/occupation of another person for considerable period.

The relevant extracts of master circular No: 2005/18/8 dtd. 10-02-05 and 08-06-05 are reiterated below:

"In exceptional case, where such licensing may have to be done with the prior approval of Board., license fees must be fixed by restoring public auction/ open tenders for getting the maximum revenue.

License of existing licensee not connected with Railway working as mentioned in Para 3(f) below may however be renewed from time to time so long as the land is not required by Railway for its own purpose but on new terms and conditions indicated in this letter.

In each case of licensing proper agreement must be executed between the Railway Administration and the licensee before the licensee is given possession of the land / plot".

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Provision of temporary electrical connection to commercial shops is based on valid land license agreement. Change/Renewal of land license, Power of attorney and encroachment of commercial shops makes the situation more complicated for extending power supply.

The investigation also reveals that Railway prepares estimate for the materials used in electrical wiring and executes it inside the private commercial shop.

The agreement signed between Sr.DEE(G) and Shop owner was examined and it is observed that the terms & conditions of said agreement needs to be more elaborative for protecting Railway's interest.

In addition to all the above circulars/guidelines, following paras are suggested for simplifying the procedure.

1. Railway should refrain itself from electrical wiring inside the shop. The responsibility of electrical wiring to be bestowed to the eligible applicant /Licensee. Railway should charge only for standard set of items (Energy meter, Main switch & Service wire) towards service charges which is common for all new connection or restoration. Role of railway should be limited to inspection of safety devices, insulation level and points in electrical circuit before energizing.
2. The applicant should not be asked to deposit money towards cost of temporary electrical connection (materials, installation charge and advance towards energy charges) until signing of land license agreement and approval of structure by engineering department.
3. The temporary power supply agreement should be made as sub-set of land license agreement. It should also contain information about Service charges , Advance (if any) towards anticipated energy charges, Energy meter (Type & initial reading)

A suggested standard format of bilateral agreement prescribed in Annexure-A may be executed with the original land licensing holder is attached here with.

4. A three member committee comprising of junior scale officer from Engineering, RPF & Electrical Department to be formed. Committee will conduct joint survey annually to detect the violation of terms and conditions mentioned in the agreements (Temporary Land license & Electrical connection).

The above suggestions may simplify the procedure and reduces the liability of Railway in extending electrical connections to commercial shops on Railway land to safeguard Railway's interest. This is without prejudice to any of the extent provision on the subject.

Encl - As above.

01
15.09.2020
(Sankarsan Nayak)
Sr. Dy. General Manager
S.E. Railway, Garden reach

Copy to PCE and DRMs (KGP, ADRA, CKP & RNC) for information please.



South Eastern Railway
(Vigilance Branch)
11, Garden Reach Road,
Kolkata - 700043.

No.Vig/System Improvement/CVC/2020/PRA/588

Date: 12/03/2020

To
Principal Chief Engineer
South Eastern Railway/GRC

Sub: -System improvement to ensure realistic completion period in contracts.

An investigation was conducted by vigilance branch on Para 5.2.6.7(b) of CAG Report no.13 of 2016 regarding the irregularities towards validity extension of contracts resulting incorrect levy of liquidated damages/penalty.

In reference to aforesaid investigation report, CVC has advised certain systemic improvement to weed out any such irregularities in future.

In this connection, it is pertinent to note that the extension of currency of contracts is granted in accordance with the following clauses of Indian Railway standard General condition of contract-2019.

clause	Extension due to	Brief description	Levy of liquidated damages
17-A	(i) Extension due to modification	If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work	No levy of LD
	(ii) Extension for delay Not due to Railway or contractor	If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway employees or by other contractors employed by the Railways	
	(iii) Extension for Delay due to Railways	In the event of any failure or delay by the Railway to hand over the contractor possession of lands necessary for the execution of works or to give the necessary notice to commence the work or to provide the necessary drawings or instructions or any other delay caused by Railways.	
17-B	Extension for delay Due to contractor	If the contractor fails to complete the work within the time as specified in the contract for the reasons other than the reasons specified in clause 17 & 17-A.	Levy of LD as per applicable rate

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In view of above stipulations, the cause of delay in the completion of work should not be determined arbitrarily leading to pecuniary loss to Railways.

Apart from above, in order to prevent the repeated violation of date of completion period, historical data available for the similar contracts concluded in the past should be considered for realistic determination of completion period in NIT. If such data is not readily available, the same may be logically ascertained taking into consideration all conceivable factors having influence over the completion period. Also, rules/guidelines may be devised for fixing responsibility of the officials whose contracts repetitively violate the original date of completion.


2.03.2020
SANKARSAN NAYAK
S D G M

(1)
"Confidential"



**SOUTH EASTERN RAILWAY
(VIGILANCE BRANCH)**

No. GM/V/System Improvement /SAS/571

Date: 12.03.2020

To
Principal Chief Engineer,
South Eastern Railway,
Garden Reach.

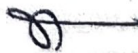
Sub: Suggestion for system improvement towards technical check- revision
of CE's Circular No. 21.

In connection with a vigilance case, it has come to the knowledge that para no. 4.2.2(ii) of CE's Circular No. 21 stipulates "Certified that the technical checks laid down under para 1257 (ii)-E have been carried out in my office". However, Para no. 1257 deals with some other issue as per present updated version of Engineering Code.

With reference to technical check, Para 1355 of Engineering Code appears relevant. Further, the above para mentions technical check by drawing office, whereas it is seen in the bills, the technical check is usually being done by estimators.

In view of the above, it is requested that necessary suitable corrections may be issued with reference to CE's Circular No. 21 to remove ambiguity and bring clarity and uniformity over the zonal Railways.

Encl: As above.


(Sankarsan Nayak)

Sr. Deputy General Manager

12.03.2020
12/03/2020