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दक्षिण पूर्व रेलवे
SOUTH EASTERN RAILWAY

कार्यालय office of the-
महाप्रबंधक (सतर्कता)
General Manager (Vigilance)
प्रशासनिक शाखा Administrative Branch
11th Garden Reach Road, Kol-43,
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CONFIDENTIAL

No. GM/V/System Improvement/11/S&T/1820 Dt.14.02.2022

To
The PCSTE
South Eastern Railway

Sub: Proposal for System Improvement regarding misleading/conflicting conditions in tender documents

A vigilance investigation was initiated arising out of a complaint regarding proceedings of two S&T tenders. On scrutiny of tender documents, it was revealed that two conflicting conditions were kept at two different places in the tender document as given below:

1) Clause no 5 of standard technical criteria stipulates : *"EI system:. The bidder must submit an under taking that the equipment for EI shall be procured from RDSO approved supplier and installation, testing and commissioning of EI shall also be got done from the same source including after sales support required during warranty period. After the award of contract, MoU with RDSO approved source covering supply of equipment for EI, Installation, testing & commissioning of EI by same RDSO approved source including after sales support required during the warranty period, before supply of equipment is undertaken. (Ref: Railway Board Letter No.: 2011/Sig/EI/Policy, dated:15.04.2015)",*

2) whereas clause no 8 & 9 of Special condition of contract- Part III for AMC stipulates :

"8. The Tenderer shall be either original equipment manufacturer of Electronic Interlocking System or authorized dealer/service provider for EI system. In case the tenderer is authorized dealer/service provider of the OEM, the authorization certificate issued by OEM in favour of the tenderer shall be submitted along with the tender offer failing which the offer will be summarily rejected.

9. The authorization should be signed by Power of Attorney holder of OEM. The power of attorney should be submitted before entering in to agreement for AMC. The power of attorney should specifically mention that the PoA holder is authorised to appoint authorised dealers/service provider. All acts of omission and commission by Authorised dealers/Service Providers leading to adverse affects on train operations/Signal failures will deemed to have been done by OEM. This will also be reported to RDSO if required."

Continued on page 2

Keeping two separate conditions at different locations may lead to the following situations:

(a) Misinterpretations/overlooking of one condition by bidders.

(b) Overlooking of any one of these conditions during evaluation.

In this instant case keeping of two conflicting conditions at two separate locations in bid document resulted in overlooking of 2nd condition by TC at the time of techno-commercial evaluation which also necessitated recall of the same and re-draw the evaluation. Evaluation for two times also generated two conflicting SMS from the system which were sent to one bidder showing their techno-commercial bid as suitable for the 1st time and unsuitable later on and ultimately resulted initiation of complaint by them.

Investigation also revealed that in other contracts for similar works being executed by S&T construction wing of South Eastern Railway, similar conflicting conditions were kept.

Therefore, the followings are suggested as system improvement:-

(i) Utmost care should be taken to avoid provision of such clauses in bid documents which are conflicting.

(ii) Any such special condition, non adherence of which is liable to make the offer disqualified or rejected, should be spelt out in the NIT and mentioned in the bid documents prominently.

Necessary instruction may please be issued from your end in this regard. Action taken may be communicated to this office at the earliest.

14/2/22

(Vijay Kumar Panjiar)
Sr.Dy. General Manager

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

Confidential

Vigilance Office,
Garden Reach,
Kolkata-700 043

No. G.130/PC/2021/12/00465V5/N/KGP/NIK/1620

Date: 07-01-2022

CAO(CON), PCE, PCEE, PCME PCMM & PCSTE
S.E.Railway, Garden Reach, Kolkata-43

Sub: System improvement towards consignee inspection of materials for Works/Service/Goods contract.

Material costing below Rs.5.0 Lakh is under the purview of consignee inspection for purchase through stores/works/service/GEM contracts. In a preventive check, it is observed that

i. Consignee has issued inspection certificate without mentioning parameters which are to be ensured.
ii. The manufacturer test certificate was issued after the consignee inspection. Thus manufacturer test certificate lost its importance for comparison with the measured parameter during consignee inspection.
iii. Material Serial number/Lot number, manufacturing month/date, calibration of measuring instruments are also not mentioned.
iv. There is inordinate delay (more than 100 days to 1 year) between consignee inspection and delivery of material. In case of un- avoidable delay, the material may be re-inspected.

Thus, confirmation of inspected material to the specification mentioned in the tender document has been certified without proper documentation.

A standard format for consignee inspection certificate is suggested which may guide towards ensuring quality of consignee inspected item in confirmation to the desired specification mentioned in tender document/P.O and claim against failure during warranty period.

This is issued with the approval of SDGM.

Encl – 1 Page.

07-01-22

(Biplab Dash)
Dy. Chief Vigilance Officer (EL)
S.E.Railway, Garden reach

South Eastern Railway

Proposed Consignee Inspection Certificate

Certificate No. with date	
Date of Inspection:	
Item Description:	
P.O./LOA No:	
Name of the Supplier/ Contractor	
Name of the Manufacturer	
Site of Inspection:	
RDSO/CLW/DLW/ICF/RCF/ PHOD Specification (if any)/ Drawing No:	
Quantity offered for Inspection	
Sample size/ Methodology of Inspection	
Month/Date of manufacturing	
Serial/Lot Number	
Calibration of Measuring/Testing Instrument/ Accreditation of Laboratory (if any)	
Raw materials specification /source (in case of inspection at manufacturers premises)	

Sr. No.	Parameters	Prescribed value	Measured value
1			
2			
3			
4			
5			

Quantity Passed:

Quantity Rejected:

Signature of Inspecting Authority
Name:
Desg:

E/S10116 dt 7/01/22.

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दक्षिण पूर्व रेलवे/South Eastern Railway
सतर्कता शाखा/Vigilance Branch

11, Garden Reach Road,
Kolkata: 700043.

No. G.130/PC/2021/09/00328/V2/Leave Encashment/System Improvement/1618
Dated: - 06.01.2022

To
The PCPO,
South Eastern Railway,
Garden Reach

Sub: System Improvement related to proper record keeping and requisite entries in Service Book for availing Leave Encashment benefits.

Some preventive checks were conducted in connection with drawing of Leave Encasements in favour of concerned staff of South Eastern Railway including divisions and head quarters.

During the checks, a good number of overpayment cases have been noted by vigilance on account of the following omissions and commissions:-

i) Omissions of Leave Encashment Memorandums in the service sheets.
ii) Omissions of entries in the Service Book inspite of Leave Encashment Memorandums attached to the Service Book.
iii) Updating of Leave Account kept pending which is causing hindrances in calling for Leave Encashment Memorandums from the concerned staff if not available in the service sheet and subsequent absence of entries.
iv) No proper handing-over and taking-over of Service Sheets by custodians.
v) Multiple leave encashment of leave salary in a single block.

Overpayments amounting to Rs. 3,82,892/- (Rupees three lakh eighty two thousand eight hundred and ninety two only) has been detected by vigilance branch, out of which an amount of Rs. 3,61,649/- (Rupees three lakh sixty one thousand six hundred and forty nine only) has been recovered from the concerned staff due to the intervention of vigilance in all the divisions including HQ. Apart from that an amount of Rs. 21,243/- (Rupees twenty one thousand two hundred and forty three only) has not yet been realised from a single retired staff for which recovery advice has been communicated to the concerned bank for early recovery from pension relief.

.....Contd. .....

Therefore, with a view to eliminate the scope for overpayments in the area of Leave Encashment the concerned sanctioning authorities should adopt a definite policy framework for the following:-

i) Ensuring regular assessment and cross checking of the entries being incorporated in the service book and proper preservation of documents viz. memorandums and office orders.

ii) Confirming the fact that proper handing over and taking over of Service Book and Service Records has been executed between the outgoing dealers with the newly posted dealers. This would ensure safe custody of documents enclosed in the Service Book and subsequent preservation of the same, and if found otherwise, proper punitive action could be initiated against the delinquent staff.

iii) Service Sheets may be updated on regular basis including leave accounts for which meticulous scrutiny may be observed.

iv) Separate Register may be introduced in the office in order to keep an account of the no. of leave encashment availed by each staff of the unit.

v) In case of maintenance of service sheet to record leave encashment a separate page may be allotted for leave encashment that will bear the records of the no. of times the concerned staff has availed leave encashment.

vi) Sanctioning Authority is supposed to ensure the following:-
   a) Balance leave at credit available.
   b) Not more than one leave encashment in a single block of two years.
   c) Not more than 60 days/six times of leave encashment in favour of each staff.

vii) CRIS to be requested to implement a check that will ensure a blockage against sanctioning more than 6 times during lifetime and 2 times in one single block along with availability of requisite leave at credit, along with corresponding debit of leave account after leave encashment has been sanctioned.

Necessary steps be taken towards implementation of the above recommendations in the form of system improvement. Action taken may be communicated to the vigilance office.

06/01/22

(Virendra Kumar)
CVO/HQ/SER/GRC

मु. सतर्कता अधि (मुख्य) / CVO (HQ)
दक्षिण पूर्व रेलवे / S. E. Rly.
मु.)आर.टी./GRC कोल-43/Kol-43

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

Vigilance Office,
Garden Reach,
Kolkata-700 043

No. G.130/PC/2021/03/01210/V5/N/ADRA/NIK/1730 Date: 01-02-2022

CAO (CON), PCE, PCEE, PCEE (CON), PCSTE & PFA
S.E.Railway, Garden Reach, Kolkata-43

Sub: System improvement towards ensuring quality in construction / repair works.

While investigating a case related to construction of TSS building, vigilance suggest implementing some checks at various stages for ensuring quality and transparency.

Case Brief:

As per the tender condition *"The payment for Cement will be made for actual consumption at site or theoretical consumption as per the work executed, whichever is less. The payment for steel will be made after the concrete is cast"*. Further the tender document says *"the work should be executed as per standard specification of GCC and SOR-92"*.

Deficiencies observed:

i. Non-compliance to clause **51-A. (i) of GCC** for contracts valuing more than Rs 1 Cr. *"---The contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract."*

ii. Register for recoding test reports on compressive strength of Cube samples does not mention anything about testing laboratory /equipment. Counter Signature of neither JS/SS field officer nor JAG/SG officer is present in the Cube sample test register.

iii. Though the challans purported to be issued by Cement Whole seller/ Retailer mention the GSTN of contractor but does not contains the Batch No/Product ID & GST/PAN No: of the supplier.

iv. Two consecutive challans of same Whole seller/ Retailer bears the same Serial Number.

Suggestion:

i. Enforcement of clause **51-A. (I) of GCC** for contracts valuing more than Rs 1 Cr should be ensured in letter and spirit specially in regard to production of vouchers by the contractors to prove to the Engineer, that materials supplied by him are in accordance with the specifications laid down in the contract.

ii. On account & final bills should be passed only when supported with requisite documents like challans/e-way bill, test report/inspection certificate, etc., even when payment clause is related to theoretical consumption.

iii. GSTN number is must on the Challan for the item supplied by OEM / Dealer / Whole seller / Retailer or contractor. Genuineness of the GSTN number can be verified from web portal https://services.gst.gov.in/services/searchtp

iv. Proper Challan should contain information on Product(s) Serial Number/ Product(s) ID, Batch Number, Address of supplier & Contractor along with their GST/PAN Number. In few cases, Transporting vehicle is also mentioned. Incomplete & erroneous challan should not be accepted.

v. Field officials (concerned JS/SS/JAG) should test check & certify the test reports of cube samples (and other quality ensuring mechanisms also).

vi. The tender documents should refer the latest standard specifications/ Drawings as applicable or approved.

This has the approval of SDGM

01-02-22

(Biplab Dash)
Dy.CVO (EL)/GRC

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

Confidential

Vigilance Office,
Garden Reach,
Kolkata-700 043

No: G/130/PC/2021/11/00949/V5/N/ADO

Date: 11-05-2022

Principal Chief Electrical Engineer
S. E. Railway, Garden Reach, Kolkata-43

Sub: System improvement against theft of electricity

Based on source information, preventive check on theft of electricity was conducted on 16.11.2021 in presence of concerned supervisor and RPF team. It was observed that single phase 230 volt power supply was extended from railway distribution feeder to the Kali temple & two houses of outsiders situated near it. About 20 Mtrs of Aluminum service wire and flexible copper wire which appears as 1-2 years old, were seized from the site. The last maintenance work at the concerned electric pole was done in July-2021.

Outstanding electricity tariff pending with the consumers including Govt & private agencies (**Rs.1394460** under the concerned supervisor up to 30.09.2021) may be recovered.

Following suggestions are recommended as system improvement.

(i) Regular drive against unauthorized connection, hooking or tempering of energy meter may be conducted inside railway settlement. Pole/junction-box wise position may be recorded.
(ii) Existing ACSR/AAC feeder lines may be replaced by insulated overhead conductor or power cables.
(iii) Correct of rating of Fuse/MCCB may be ensured in each feeder.
(iv) If the legally connected load on any distribution feeder(s)/phase(s) has reduced (replacement by LED lights & energy efficient fittings), load may be shifted to other feeder & spare feeder may be isolated.
(v) Creating Public awareness about the cognizable offence for theft of electricity (under Section 135 of Indian Electricity Act-2003).

Format of legal proceeding against the outsiders & repeated offenders for theft of electricity under Section 135 of Indian Electricity Act-2003, (issued by "Dakshin Haryana Bijli Vitran Nigam", Annexure-I to IX copy enclosed) may be considered for implementation with due modifications.

11/5/22.

(VIJAY KUMAR PANJIAR)
Sr.Dy.General Manager

(4-9)

(Confidential)

South Eastern Railway
Vigilance Branch

No.G.130/SPE/2009/12/025/V4/V.Con/ Date: 30.03.2022

To

All PHODS/DRMs & CWM-KGPWS
South Eastern Railway

Sub: System Improvement regarding up-keepment/follow up of records regarding prosecution case figured by Non-Gazetted Railway Officials and timely action by the DA in dealing DAR action in consequence of Conviction of Non-Gazetted Railway Officials in the Court of Law.

A number of D&A cases arise against railway servants out of CBI/ACB cases. However, instances have come to notice that certain cases have not been dealt by Disciplinary Authorities (DA) properly leaving a lot of lacuna and making the cases complicated. Some of the irregularities observed in such cases are-

(i) No timely action taken under DAR (Removal/Dismissal) against the official convicted by Court of Law in CBI/ACB cases (under Rule 14(i) of DAR 1968). Instances have come to notice that convicted employees have been normally retired on attaining the age of superannuation with full pensionary benefits even after conviction.

(ii) Withdrawal of penalty imposed earlier in Regular Departmental Action Cases after conviction of the CO. In case of conviction of the CO, fresh penalty under Rule 14 (i) has to be imposed without reference to the earlier penalty imposed in RDA (if the same is not removal/dismissal).

(iii) Imposition of penalty which is at variance with Rule 6 of RS(D&A) Rules 1968 where the CO has been convicted of bribe or possessing Disproportionate Assets. The penalty specified in such cases is **Removal/Dismissal** only.

(A7)

(iv) These careless official practices by the concerned offices leading to future complications in regard to wrong promotion (**Instruction contained in RBE-13/93, SER-31/93 not followed**) or faulty settlement payment etc.

Rule 6 of RS(D&A) Rules 1968 stipulates that "Provided further that in case of persons found guilty of possessing assets disproportionate to known sources of income or found guilty of having accepted or having obtained from any person any gratification, other than legal remuneration, as a motive or reward for doing or forbearing to do any official act, **one of the penalties specified in clauses (viii) or (ix) shall ordinarily be imposed and where such penalty is not imposed, the reasons thereof shall be recorded in writing.**"

From the above it is clear that, in case the DA proposes to impose penalty of other then **Removal/Dismissal** on the CO, he should record reasons thereof in writing. However, DA are not following the Rule 6 of RS(D&A) Rules 1968 in letter and spirit in such cases.

Further, the instruction contained in RBE No. 128/2007 (SER-188/2007) read along with RBE-54/95 (SER-96/95) and RBE-65/2013 (SER-70/2013) to be taken into consideration to explore possibilities for taking simultaneous action to initiate departmental proceedings as deemed fit against whom prosecution cases are pending.

Attention is also drawn to the relevant provisions of Rule-8, 9 & 10 of RAILWAY SERVICES (PENSION) RULES-1993 and the same to be strictly adhered to where applicable.

In view of the above, it is requested to issue suitable instruction to the concerned BOs/sections/dealers to give special attention to all such prosecution cases and take appropriate action in accordance to laid down rules and Law to avoid any future litigation/complications.

A quarterly report may please be forwarded to this office as per enclosed format and the same should also be endorsed to the sectional in-charge of Cadre, Bill & Settlement section with proper acknowledgement to avoid any wrong procedure.

Panjiar 30/3/22

(V.K.Panjiar)

Sr Deputy General Manager