

THIRTEENTH KERALA LEGISLATIVE ASSEMBLY

COMMITTEE ON PUBLIC UNDERTAKINGS (2014-2016)

FORTY SEVENTH REPORT

(Presented on 30th June, 2014)

SECRETARIAT OF THE KERALA LEGISLATURE THIRUVANANTHAPURAM 2014

THIRTEENTH KERALA LEGISLATIVE ASSEMBLY

COMMITTEE ON PUBLIC UNDERTAKINGS (2014-2016)

FORTY SEVENTH REPORT

On

Kerala State Road Transport Corporation based on the Report of the Comptroller and Auditor General of India for the year ended on 31st March, 2008 and 2011 (Commercial)

CONTENTS

	Page
Composition of the Committee	 v
Introduction	 vii
Report	 1
Appendix I	
Summary of main Conclusions/Recommendations	 18
Appendix II	
Notes furnished by Government on the Audit Paragraphs	 22

COMMITTEE ON PUBLIC UNDERTAKINGS (2014-2016)

Chairman:

Shri K. N. A. Khader

Members:

Shri Abdurahiman Randathani

Shri A. A. Azeez

Shri P. K. Gurudasan

Dr. N. Jayaraj

Shri Elamaram Kareem

Shri T. N. Prathapan

Shri Palode Ravi

Shri S. Sarma

Shri P. Thilothaman

Shri P. C. Vishnunadh

Legislature Secretariat:

Shri P. D. Sarangadharan, Secretary

Shri M. K. Surendralal, Joint Secretary

Smt. Manju Varghese, Deputy Secretary

Smt. Lima Francis, Under Secretary.

INTRODUCTION

I, the Chairman, Committee on Public Undertakings 2014-2016 having been authorised by the Committee to present the Report on their behalf, present this Forty Seventh Report on Kerala State Road Transport Corporation based on the Reports of the Comptroller and Auditor General of India for the year ended 31st March, 2008 and 2011 (Commercial) relating to the Government of Kerala.

The Reports of the Comptroller and Auditor General of India for the year ended on 31st March, 2008 and 2011, was laid on the Table of the House on 23-6-2009 and 23-3-2012 respectively. The consideration of the audit paragraphs included in this Report and the examination of the departmental witness in connection thereto was made by the Committee on Public Undertakings constituted for the years 2011-2014.

This Report was considered and approved by the Committee at the meeting held on 7th May, 2014.

The Committee place on record their appreciation of the assistance rendered to them by the Accountant General (Audit), Kerala in the examination of the Audit Paragraphs included in this Report.

The Committee wish to express their thanks to the officials of the Transport department of the Secretariat and Kerala State Road Transport Corporation for placing before them the materials and information they wanted in connection with the examination of the subject. They also wish to thank in particular the Secretaries to Government, Transport and Finance Departments and the officials of Kerala State Road Transport Corporation who appeared for evidence and assisted the Committee by placing their considered views before the Committee.

Thiruvananthapuram, 30th June, 2014.

K. N. A. KHADER, Chairman, Committee on Public Undertakings.

REPORT

KERALA STATE ROAD TRANSPORT CORPORATION

AUDIT PARAGRAPH

Avoidable financial commitment

The Corporation invited tenders (June 2005) for the construction of an Office-cum-Shopping Complex at Kasargode at an estimated cost of ₹ 4.32 crore as the Probable Amount of Contract (PAC). As per the conditions of tender, copies of price bid should be submitted only in a sealed cover by Registered post/Speed post/courier service. Tenders submitted otherwise would be rejected. Of the seven tenders received, two tenderers (L1-Moideen Kutty Haji and L3-M. Sreekantan Nair) submitted the bids by hand and the Corporation accepted the tenders in violation of the above tender conditions. These two tenderers were qualified as L1 and L3. The Concord Constructions (CC), (the L2 Tenderer), who quoted ₹ 4.27 crore, would have been the lowest. The fourth lowest tenderer (T. K. Rajan) thereupon approached (December 2005) the High Court of Kerala citing the violation of tender conditions by the Corporation. In the meanwhile the eligible lowest tenderer (CC) withdrew the offer on expiry of the validity period (March 2006). The Court directed (June 2006) the Corporation to consider the tender submitted by Shri T. K. Rajan. Thereupon the Corporation awarded the work (January 2007) to Shri T. K. Rajan at ₹ 4.45 crore at an additional financial commitment of ₹ 18 lakh (₹ 4.45 crore–₹ 4.27 crore). The work was in progress (April 2008).

Audit noticed (August 2007) that instead of considering the offer of the two tenderers who violated the tender conditions, the Corporation could have awarded the work to CC (L2) at $\stackrel{?}{\underset{1}{\cancel{1}}}$ 4.27 crore and avoided the additional liability. Thus the decision of the Corporation to accept the tenders submitted in violation of tender conditions led to the award of work at higher amount leading to extra financial commitment of $\stackrel{?}{\underset{1}{\cancel{1}}}$ 18 lakh.

The Management stated (April 2008) that there was delay in getting additional tender forms printed and on finding it difficult to receive the tenders by post within the prescribed time, the tenderers were asked to submit the tenders by hand. The Management, however, should have made necessary arrangements in time to ensure compliance with the tender conditions.

The matter was reported to the Government (April 2008), their reply was awaited (August 2008).

[Audit Para No. 4.17 contained in the Report of the Comptroller and Auditor General of India for the year ended 31st March, 2008 (Commercial).]

The notes on the audit paragraph received from Government is given in Appendix II.

- 1. The Committee sought explanation regarding the non-observance of the terms and conditions mentioned in the tender notice by Kerala State Road Transport Corporation relating to the construction of an office-cum-shopping complex at Kasargode which led to extra financial commitment of ₹ 18 lakh. The witness replied that Kasargode shopping complex was a maiden endeavour of the Corporation of its kind. He added that while inviting tenders only 25 tender forms had been made available in the office on the presumption that there would be only limited number of bidders. But contrary to the expectation more than 25 tenderers turned out to purchase the tender forms. The Reprographic Centre, which was entrusted to print and supply tender forms earlier expressed their inability to print and supply the additional tender forms within the stipulated time. This made the Chief Engineer to take the decision to receive two tenders directly in the office in violation to the tender condition that "Copies of price bid should be submitted only in a sealed cover by post/speed post etc..."
- 2. The Committee did not agree with the explanation put forth by the witness to vindicate the decision of the Corporation and remarked that the Corporation had taken decision to receive the bid by hand without foreseeing the consequences. Two tenders, which were submitted by hand were qualified as L1 and L3. The Committee opined that if the Corporation had not taken the injudicious decision, the Concord Constructions, which was qualified as L2 (₹ 4.27 crore) would have been the lowest tenderer. Shri T. K. Rajan, the fourth lowest tenderer (₹ 4.45 crore) filed a petition before the Hon'ble High Court seeking to nullify the decision of the Corporation which had violated the tender conditions. The Committee pointed out that the Corporation had failed to adduce any evidence before the Hon'ble Court to prove the legality of the procedure followed by the Corporation. As the decision of the Corporation was considered void the court directed the Corporation to consider the tender submitted by Shri T. K. Rajan. The Concord Constructions meanwhile had withdrawn their bid on expiry of the validity period. In the light of the judgment, the Corporation had awarded the work to Shri T. K. Rajan at the higher rate quoted by him leading to extra financial commitment of ₹ 18 lakh.

The Committee categorically denied the contention of the witness that some procedural lapses had occurred as it was the maiden venture of the Corporation. The Committee opined that the injudicious decision on the part of the Corporation had resulted in additional financial commitment and the Committee suspected some ulterior motives behind the decision. To a specific question of the Committee regarding the officer responsible for the issue, the witness replied that the Chief Engineer, who had taken the decision had already retired from service. The Committee pointed out that the irresponsibility and negligence on the part of the Corporation had resulted in an avoidable financial commitment and hence opined that the officials have to be more vigilant and careful before venturing into new areas of operation. The Committee opined that it was a serious fault on the part of the officer concerned for not making necessary arrangements in time to ensure compliance with the tender conditions. Therefore the Committee recommended to fix the responsibility and take necessary steps against the officer concerned.

Conclusions/Recommendations

- 3. The Committee finds no justification for the loss of ₹ 18 lakh sustained to the Corporation consequent on its imprudent decision to accept two bids by hand in violation of the provisions of tender notification. Moreover the Committee suspects some ulterior motive behind this injudicious decision. The Committee views this lapse seriously and therefore recommends that stringent action should be taken against the responsible officer.
- 4. The Committee remarks that it is the responsibility of the officer concerned to make necessary arrangements well in advance to ensure compliance with tender specifications. The Committee opines that it would be advisable to conduct a sample survey so as to get an approximate number of prospective bidders so that similar situations can be avoided in future. The Committee recommends that due care and vigilance should be exercised by concerned officials while processing tender and venturing into new areas of operation and that in no circumstances, the tender conditions should be violated.

AUDIT PARAGRAPH

Avoidable extra expenditure

The Corporation invited tenders (July 2006) for purchase of 25000 nylon tyres, 40000 tubes and 50000 flaps. Out of six offers received, the rates quoted by Michigan Rubber (India) Limited (MR) were the lowest at all inclusive rate of ₹ 6,975 per tyre, ₹ 695 per tube and ₹ 155 per flap. The Corporation, however, decided (September 2006) to re-tender on the ground that MR was a new firm having no previous experience with the Corporation and that the price of natural rubber was likely to comedown.

Thereupon the Corporation invited tenders (September 2006) for supply of 20000 nylon tyres, 30000 tubes and 40000 flaps under two part bid system. Out of six offers received, the technical bid of MR was rejected on the ground that they had not supplied a minimum of 500 tyres to the Corporation during the last five years and that their quality had not been assessed. The higher rates offered by Birla Tyres (₹ 6,930 per tyre, ₹ 650 per tube and ₹ 230 per flap exclusive of VAT) and JK Industries Limited (₹ 7,000 per tyre, ₹ 600 per tube and ₹ 200 per flap exclusive of VAT) were accepted. Orders were placed on Birla Tyres (November 2006) for 15000 tyres, 22500 tubes and 30000 flaps and JK Industries Limited (November 2006) for 9000 tyres, 13500 tubes and 18000 flaps and the supplies were completed by 31st March, 2008.

Audit noticed (April 2008) that the Corporation had purchased (January 2002) 4800 tyres and 7200 tubes from Betul Tyre and Tube Industries Limited which was subsequently renamed and registered (January 2005) as Michigan Rubber (India) Limited. MR had also submitted copies of fresh certificate of incorporation consequent on change of name, factory licence, certificate issued by Bureau of Indian Standards, test report issued by Central Institute of Road Transport along with their bid in August 2006 as well as the subsequent tender in September 2006 and also the details of supply made by them to the Corporation during the year 2002. The Corporation, however, ignored these records submitted by MR and rejected their offer on the untenable ground that MR had not supplied a minimum of 500 tyres during the previous five years. Further, laying down a condition of a minimum supply of 500 tyres to the Corporation amounted to restricting the number of suppliers and hence the competition which was not in the interest of better price discovery.

Thus the decision of the Corporation to ignore a valid lowest offer and procurement of material at higher rates resulted in avoidable extra expenditure of ₹2.13 crore.

The Government stated (June 2008) that even though the Corporation had purchased more than 500 tyres from Betul Tyre and Tube Industries Limited during the previous five years, the tender opening committee had not considered the certificate produced by the firm to this effect without specifying any reason. The fact remained that the Corporation had incurred huge extra expenditure due to the lapse on the part of the tender Committee.

[Audit Para No. 4.18 contained in the Report of the Comptroller and Auditor General of India for the year ended 31st March, 2008 (Commercial).]

The notes on the Audit Paragraph received from Government is given in Appendix II.

- 5. The Committee enquired the reason for the rejection of the price bid submitted by Michigan Rubber (India) Limited which had resulted in an avoidable extra expenditure of \mathbb{Z} 2.13 crore.
- 6. The witness clarified that Betul Tyre and Tube Industries which was subsequently renamed as Michigan Rubber (India) Limited had submitted their bid in its new name and their tender had been rejected by the Corporation on the ground that Michigan Rubber (India) Limited was a new firm having no previous experience with the Corporation. The witness further stated that, though the firm had quoted the lowest price, it would have been L4 while calculating the performance based on cost per km.
- 7. The Committee pointed out that Michigan Rubber (India) Limited had previous experience with the Corporation and to establish that they had produced the copies of fresh certificate of incorporation consequent on Change of Name, Factory Licence, Certificate issued by Bureau of Indian Standards and test report issued by Central Institute of Road Transport, but the Corporation had summarily rejected the bid ignoring all these records.
- 8. To a specific question of the Committee regarding the entry of new players in participating the tender, the witness replied that it would be based on the performance of 500 sample tyres as per trial order in the previous year.

- 9. To the question of the Committee regarding the method followed by the Corporation to ascertain the quality of tyre, the witness replied that it was determined only after analysing various aspects such as weight, dimension, performance etc. The Committee pointed out that assessment of performance could not be taken as a reliable method as it was based on mere assumption. Moreover it was evident that the performance of tyres of a Company in a particular year might not be repeated in the succeeding years.
- 10. The Committee enquired whether there was any specification in the tender regarding performance guarantee. The witness replied that, while the specification regarding performance guarantee had been incorporated in the tender notification in the year 2009, no other regular firms, but only one had turned up to submit tender, which compelled the Corporation to abandon the clause. The witness further stated that cost per km. (CPKM) which had been used as a unit to assess the performance, was not a scientific method.
- 11. The Committee opined that the cost per km. mechanism had proved as baseless since there showed wide disparity in the performance of a same company in different years. The field assessment could easily be changed so that it would be very easy to take a favourable assessment to protect the interest of a particular firm. The Committee wanted to have an explanation regarding the criterion in determining cost per km. The witness replied that purchase of each item had a separate purchase policy and in the purchase of tyre and tread rubber the Corporation followed the practice of cost per km. method rather than lowest price, as depending on the lowest price alone would certainly pave the way for great loss to the Corporation. The witness further informed that in order to record performance of each tyre, a tyre card had been maintained, which could be used as an authentic source to understand overall performance of the tyre. The same had been maintained manually and mistakes could be easily identified through cross check. The witness further stated that in almost all states cost per km. had been reckoned as standard unit to assess the performance of tyre.
- 12. Accountant General pointed out that the cost per km. of a tyre purchased in a particular year could be assessed only after three or four years, hence this method proved to be unscientific and irrational. The Committee recommended that a viable method in lieu of cost per km. should be evolved to determine the quality of tyres at the time of purchase.

- 13. Special Secretary, Finance submitted that the decision of the Corporation to ignore the tenders for want of performance analysis would ultimately restrict the number of suppliers and prevent fair competition. Moreover new firms would not get any chance to participate in the tender. He further suggested that in order to ascertain the quality of tyre, it should be subjected to temperature and pressure tests. The witness made it clear that the Corporation would consider the offers submitted by such companies after analysing the performance of 500 sample tyres in different physiographic and climatic conditions, which had been bought as per trial purchase order.
- 14. In replying to another question relating to the acceptance of certificate issued by ASRTU (Association of State Road Transport Undertaking), the witness informed that the technical aspect of tyres had been tested and certified by ASRTU and due to lack of adequate facility to ascertain the same, the Corporation had to consider the certificate to validate the technicality of tyres, before going ahead with the purchase of tyres. The Committee expressed its dissatisfaction over the ill-defined and unreasonable practice prevailing in the Corporation regarding the purchase of tyres and opined that a scientific and effective method need to be implemented for assessing quality of tyres and recommended to initiate a viable and scientific study in this regard. The witness assured that the Corporation would take up this matter with due gravity in the light of observations made by the Committee and hoped to conduct a scientific study using the funds available for the diversification and modernization of the Corporation. The Committee pointed out that a scientific pre-qualification test should be made mandatory in order to ensure the quality of tyres at the time of purchase.
- 15. To a specific question of the Committee relating to the fixation of liability, the witness replied that the Corporation had followed the usual method of working out cost per km. for the selection of the lowest bidder, since no other alternative scientific parameter was available, hence there was no purposeful lapse on the part of the officials of the Corporation.
- 16. Accountant General strongly disagreed with the reply of the witness and stated that the Corporation could have implemented a scientific method to assess the quality of tyres and the imprudent decision on the part of the Corporation to ignore the lowest tender had led to extra financial commitment, so the officials were liable for the loss incurred to the Corporation. The witness justified the Corporation's attempts as a positive signal and stated that with the implementation of the existing system, the Corporation could reduce the quantity of tyres used considerably.

17. The Committee strongly disapproved the injudicious and outdated method followed by the Corporation and observed that the aforesaid loss had proved the negligence and lack of proper planning on the part of the Corporation. The Committee pointed out that the raw materials used for the production of tyres such as rubber, tread, nylon belt, silica, textile fabric, specialised chemical components and its temperature holding capacity should be taken into consideration while assessing the quality of tyres and the Committee recommended that a reliable, scientific and transparent method should be implemented to overcome the shortcomings of the present system followed by the Corporation. The Committee opined that the Corporation should have prepared an action plan in this regard and to submit a detailed report to the Committee within a month.

Conclusions/Recommendations

- 18. The Committee notices that the avoidable extra expenditure of ₹ 2.13 crore incurred by the Corporation was due to the inappropriate decision of the tender committee to procure materials at higher rates after ignoring the valid lowest tender submitted by Michigan Rubber (India) Ltd., on the ground that the Company has no previous experience with the Corporation. The Committee expresses its strong displeasure over the decision of the tender Committee without considering the relevant certificates placed by the firm along with the bid to prove its previous experience with the Corporation. The Committee therefore recommends that an investigation should be conducted to bring to light the real intention which persuaded the tender committee to take such an imprudent decision. The Committee also recommends that legal action should be taken against the officers responsible for the huge extra expenditure incurred by the Corporation.
- 19. The Committee understands that the present system followed in the Corporation to ascertain the quality of tyres has proved to be unscientific and irrational. The Committee notices that cost per km. of a tyre purchased in a particular year could be assessed only after three or four years.
- 20. The Committee remarks that raw materials used for the production of tyres such as rubber, tread, nylon belt, silica, textile fabric, specialised chemical components, temperature holding capacity etc., should be taken into consideration while assessing the quality of tyres. The Committee further recommends that scientific pre-qualification test should be made mandatory.
- 21. The Committee recommends that the Corporation should evolve a reliable, scientific and transparent method to assess the quality of tyres purchased. The Committee desires to be furnished with an action plan and a detailed report on the measures taken by the Corporation in this regard without delay.

AUDIT PARAGRAPH

Avoidable extra expenditure

To meet the requirement of 1200 MT of Pre-cured Tread Rubber (PCTR) for the year 2005-06, the Corporation decided (July 2005) to procure 50 per cent of the material from Association of State Road Transport Undertakings (ASRTU), approved rate contract suppliers and balance 50 per cent from SSI units. Accordingly, orders were placed in August 2005 for 600 MT of PCTR with Hill Top Rubbers Pvt. Ltd. (HTR), New Delhi (an ASRTU rate contract supplier) at ₹ 88.49 per kg. For the balance 600 MT, tenders were invited in July 2005 and orders placed in October 2005 with four SSI units at ₹ 94.36 per kg.

The Corporation, however, did not insist for entering into an agreement with HTR on the ground that there was no need for execution of a separate agreement with ASRTU contractors. On the request of HTR the Corporation agreed to make (September 2005) 100 per cent payment immediately after inspection of materials. However, there was delay ranging between 2 to 35 days on the part of the Corporation in making payments for the material supplied by HTR between October 2005 and February 2006.

Since the Corporation could not adhere to the terms of payment, HTR supplied only 96.64 MT of PCTR up to March 2006 as against the ordered quantity of 600 MT. On the ground that the failure to supply PCTR hampered production, the Corporation cancelled (April 2006) the unexecuted portion of 503.36 MT of the material and procured 376.567 MT (May 2006 to March 2007) from three SSI units at rates varying between ₹ 99 per Kg. and ₹ 116.84 per Kg. When compared to the procurement rate of ₹ 88.49 per kg. of HTR, the Corporation incurred extra expenditure of ₹ 67.77 lakh on the purchase of 376.567 MT of PCTR from SSI units at higher rate. Thus, the failure of the Corporation to make prompt payment to a supplier as per contract and subsequent purchase of material at higher rate from alternate sources after cancellation of existing contract resulted in avoidable extra expenditure of ₹ 67.77 lakh.

The Management stated (July 2008) that due to financial crisis there was some delay in making payment in time. However, the Corporation had sufficient funds available from Kerala Transport Development Finance Corporation Limited for making payment for purchases in time.

[Audit Para No. 4.19 contained in the Report of the Comptroller and Auditor General of India for the year ended 31st March, 2008 (Commercial).]

The notes on the Audit Paragraph received from Government is given in Appendix II.

- 22. The Committee pointed out that the failure of the Corporation to make prompt payment for the Tread Rubber Supplied by Hill Top Rubbers Pvt. Ltd. (HTR) as per agreement and subsequent purchase of the material at higher rate from alternate sources after the cancellation of the existing contract resulted in avoidable additional expenditure of ₹ 67.77 lakh. The Committee enquired whether the witness could produce any document to corroborate the contention of the Corporation that the agreement with Hill Top Rubbers Pvt. Ltd. had been cancelled due to poor performance of the firm. The witness answered in affirmative and the Committee wanted to be furnished with the copies of the correspondence with the firm. The witness replied that the Corporation had not entered into a direct agreement with the firm, since it had been an ASRTU (Association of State Road Transport Undertaking) rate contract supplier. The witness further stated that the Corporation had depended only on SSI Units for purchasing Tread Rubber till 2005.
- 23. The Committee sought clarification regarding the delay in making payment in time as per agreement though the Corporation had sufficient fund available from Kerala Transport Development Finance Corporation. The witness made it clear that the Corporation had agreed to make 100 per cent payment immediately after inspection of materials, but due to financial crisis there had been a reasonable delay ranging between 2 to 35 days on the part of the Corporation in making payments for the material supplied by HTR between October 2005 and February 2006. Moreover there was no precedent in the Corporation to avail loans for the purchase materials required for daily use. The witness further added that the loan availed from KTDFC was used to finance bus body building and to purchase chassis.

- 24. The Committee cited this as an example of the Corporation's failure in adhering to the terms of contract which had resulted in an extra payment of ₹ 67.77 lakh. The Committee further added that had the Corporation complied with the terms of payments with HTR, it could have avoided the extra expenditure of ₹ 67.11 lakh paid to SSI Units for procuring tread rubber. The Committee recommended that necessary steps should be taken to avoid the recurrence of such events in future.
- 25. The Committee opined that KSRTC should consider the prospects of entering into tyre manufacturing industry so that the Corporation could be self-reliant in its needs for tyre, tube etc.

Conclusions/Recommendations

26. The Committee finds that the failure of the Corporation to enter into a formal agreement with Hill Top Rubber Pvt. Ltd. incorporating provisions to safeguard its interest refrained it from initiating legal action against the firm when it failed to comply with the oral agreement. The Committee desires to be furnished with the copies of correspondence made with

The Committee recommends that in its future dealings a formal agreement in the best interest of the Corporation should be executed and strict compliance of the agreement ensured so as to avoid such incidents in future.

27. The Committee opines that the Corporation should consider the prospects of entering into tyre manufacturing industry so that the Corporation should be self-reliant in its needs for tyre, tube etc.

AUDIT PARAGRAPH

Procurement of tyres, tubes and flaps

Scrutiny of procurement of tyres, tubes and flaps made by Kerala State Road Transport Corporation (Corporation) during the period 2006-11 was undertaken in audit. For the purpose of placement of orders, the price quoted by the bidder was

^{*} Cost per Kilo Meter.

adjusted for average past performance measured in terms of kilometers per tyre ($CPKM^*$). The details of purchase orders are tabulated in Annexure I.

Sl. No.	PO No.	Name of Supplier	Ordered quantity	No. of tyres purchased	Performance considered for placement of orders	Actual performance obtained	Shortfall in performance	CPKM (Paise)	Extra Expenditure (₹)
					(Km. per Ty	re)-1			
	1	2		3	4	5	6 = (4-5)	7	8=(3x6x7)/100
1	SRA 1/25160/06	BIRLA	15000	10499	31740	27873	3867	27.68	11237978
2	SRA 1/25160/06	JK	9000	6776	29732	27397	2335	28.38	4490272
		JK	9000	2224	29732	27397	2335	29.51	1532466
3	SRA 1/34887/07	JK	15000	13745	30905	24951	5954	31.3	25615209
4	SRA 1/1181/09	BIRLA	20000	19873	27724	25109	2615	32.55	16915550
									59791475

12

- As seen from the table above (serial no. 3) the order on JK Tyres was placed reckoning performance expressed in terms of Kilometers per tyre on 30905 whereas the actual mileage obtained was only 24951 kms. The monetary value of shortfall in performance worked out to ₹ 2.56 crore. Audit analysis revealed that there was lacuna in the agreement due to non-linking of payments to actual performance. The absence of such clause had adverse monetary implication of ₹ 5.98 crore to the Corporation in respect of the four orders mentioned above.
- In respect of purchase orders at serial nos. 3 and 4 above the Corporation
 had to incur extra expenditure of ₹ 69.21 lakh (Annexure 24) due to the
 failure of the parties to supply the material in the required quantity/as per
 the time schedule necessitating purchase from other sources.
 The defaulting companies were granted a favour through non-invoking of
 penalty clause for the extra expenditure incurred.

Government stated (August 2011) that:

- Cost per kilometer was adopted for selection of the lower bidder as no other statistical parameter could be relied upon. The Corporation had incorporated performance guarantee clause for purchase of tyres during 2009 but, since the minimum performance guarantee offered was below the past performance the same was discontinued.
- Efforts were underway for recovery of loss due to alternative purchase.

The Government reply was not acceptable in view of the fact that:

• When manufacturers were unwilling to offer performance guarantee equivalent to past average performance reckoned for working out CPKM, the award of works on CPKM basis was inappropriate.

- Payment of only ₹ 45.06 lakh was requested for from Birla Tyres and claim with JK Tyres was yet to be raised (November 2011).
- KSRTC had no effective method of recovery of damages from these firms

[Audit para No. 4.16 contained in the Report of the Comptroller and Auditor General of India for the year ended 31st March, 2011 (Commercial).]

The notes on the Audit Paragraph received from Government is given in Appendix II.

- 28. The Committee wanted to have explanation regarding the audit remarks relating to the monetary loss of ₹ 6.67 crore suffered by the Corporation during the period 2006-2011, due to the absence of a procurement policy, non linking of payments to actual performance and the failure of the manufactures to supply the materials in required quantity with in the stipulated time which necessitated the Corporation to purchase from alternate sources. The witness explained that while floating tenders in 2009, the Corporation had incorporated performance warranty clause and bidders had been asked to quote guaranteed mileage. No other reputed firm other than M/s Birla Tyres had submitted the tender. Moreover the minimum performance warranty of 18000 km. offered by Birla Tyres was far below their average past performance of 28000 km.
- 29. The Committee suspected that there had been an illicit nexus between the officials of the Corporation and some manufactures like M/s Birla Tyres and M/s JK Tyres and enquired whether any undue favour had been granted to these firms. The witness replied that there was no ambiguity in it since the Corporation has been purchasing tyres, tubes and flaps from reputed firms by floating open tenders after giving wide publicity through media. The witness further stated that the Corporation had negotiated with MRF and Apollo Tyres to persuade them to participate in the tender, however these reputed manufactures had kept aloof from the tender.
- 30. The Committee opined that adoption of defective formula and absence of a definite procurement policy had resulted in substantial financial loss to the Corporation. The Committee recommended that henceforth the officials of the Corporation should be vigilant and see that in all transactions, the interest of the Corporation should be given the top priority.

Conclusions/Recommendations

- 31. The Committee observes that absence of a clause to enable linking of payments to actual performance and non imposition of penalty on the suppliers for default in supply have led to loss of ₹ 6.67 crore to the Corporation in the procurement of tyres, tubes and flaps.
- 32. The Committee suspects an illicit nexus between the officials of the Corporation and some manufactures like M/s Birla Tyres and M/s JK Tyres in the procurement of tyres, tubes and flaps. The Committee opines that the Corporation suffered substantial financial loss due to fraudulent practices prevailing in the Corporation, absence of a definite procurement policy and unscientific parameter used to assess the performance of tyres. The Committee recommends that the officials of the Corporation should analyse the reasons for the inefficiency and should take appropriate remedial measures. The Committee further recommends that a scientific quality parameter should be evolved and enforced for ensuring quality of materials procured by the Corporation. The Committee also recommends that details regarding the action taken should be intimated without delay.

AUDIT PARAGRAPH

Construction of shopping complex

The Corporation in possession of land admeasuring 2.21 acres at Kottarakara, on which a garage was functioning, decided (March 2005) to demolish the same and construct a shopping complex having an area of 2080 square meters.

Smooth progress of the work was dependent on handing over of clear site. The demolition and shifting of garage itself was dependent on construction of an alternative accommodation. The Corporation without waiting for alternative accommodation for garage invited the bids (February 2006) for construction of shopping complex. Due to high percentage rates quoted, the work was decided to be retendered and bids opened in April 2007.

The contractor who was awarded the work in July 2007 was to complete it by June 2008. The contractor could not commence the work and made no progress till March 2008 due to non-handing over of clear site by the Corporation. The dismantling of garage was hampered due to non-provision of funds for the

alternative accommodation. The contractor who was awarded the work based on 2004 Schedule of Rates sought enhanced rates to complete the work.

Audit analysis revealed (June 2011) that the agreement did not provide for price variation clause which would have ensured fair and transparent way of taking care of such contingencies.

The Corporation decided to cancel the tender and once again invited bids (April 2008). The same contractor emerged as the successful bidder with an increase of 25 per cent over the initial quoted value. The extra expenditure for the Corporation worked out to ₹ 55.64 lakh*. Thus inadequate planning and lack of co-ordination of various items of work led to cancellation of the contract and subsequent re-tendering.

Not taking up advance action for construction of alternative accommodation had another adverse impact for the Corporation as the shopping complex originally scheduled for completion by June 2008 could be completed only by April 2010. This delay of two years had resulted in the Corporation losing rental income during the period 2008 to 2010.

We noticed delay of ten months in completion of the work by the contractor and as per provisions of the contract, liquidated damages of \mathbb{Z} 31 lakh[†] were leviable. The Corporation however, recovered only a paltry sum of \mathbb{Z} 5,000 as liquidated damages.

Government stated (September 2011) that the work of shopping complex was tendered in anticipation of receipt of funds for construction of new garage by the time tendering formalities get completed which did not turn out as expected. Further, the delay in completion of works was due to reasons beyond the control of contractor as well as the Corporation and no avoidable loss was incurred by the Corporation. The fact remains that the work had to be tendered and executed at higher cost. The delay in completion of construction had its effect in the form of loss of rental income which the Corporation could have earned on the space let out after completion. The funds required for shifting of garage were ₹ 28.31 lakh

while extra expenditure incurred on construction of shopping complex was of the order of $\stackrel{?}{\underset{?}{$\sim}}$ 55.64 lakh.

[Audit Para No. 4.17 contained in the Report of the Comptroller and Auditor General of India for the year ended 31st March, 2011 (Commercial).]

The notes on the Audit paragraph received from Government is given in Appendix II.

* ₹ 255.93 lakh The Committee *Wanted ato (know the details for the) inordinate delay
• ₹ 255.93 lakh The Committee *Wanted lato (know the details for the) inordinate delay
• ₹ 255.93 lakh The Committee of the Construction of shopping complex informed that the commencement of construction of shopping
complex was lagged due to the failure of the Corporation to handover the site in
which a garage was functioning. The work of shopping complex was tendered in
anticipation of receipt of infrastructure fund for the construction of a new garage
by the Corporation. As fund did not turn up as expected, the construction of
shopping complex was held up till fund for the construction of a new garage was
allocated from the MLA Fund. Delay occurred due to these reasons was beyond the
control of the Corporation. The Committee accepted the explanation of the witness.

Conclusion/Recommendation

34. No Comments.

K. N. A. KHADER,

Chairman,

Committee on Public Undertakings.

Thiruvananthapuram, 30th June, 2014.

APPENDIX I
1048/2014
SUMMARY OF MAIN CONCLUSIONS/RECOMMENDATIONS

Sl. No.	Para No.	Department concerned	Conclusions/Recommendations
(1)	(2)	(3)	(4)
1	3	Kerala State Road Transport Corporation	The Committee finds no justification for the loss of ₹ 18 lakh sustained to the Corporation consequent on its imprudent decision to accept two bids by hand in violation of the provisions of tender notification. Moreover the Committee suspects some ulterior motive behind this injudicious decision. The Committee views this lapse seriously and therefore recommends that stringent action should be taken against the responsible officer.
2	4	"	The Committee remarks that it is the responsibility of the officer concerned to make necessary arrangements well in advance to ensure compliance with tender specifications. The Committee opines that it would be advisable to conduct a sample survey so as to get an approximate number of prospective

bidders so that similar situations can be avoided in future. The Committee recommends that due care and vigilance should be exercised by concerned officials while processing tender and venturing into new areas of operation and that in no circumstances, the tender conditions should be violated.

(1) (2) (3) 3 18 Kerala Stat (4)

Kerala State Road Transport Corporation The Committee notices that an avoidable extra expenditure of ₹ 2.13 crore incurred to the Corporation was due to the inappropriate decision of the tender committee to procure materials at higher rates after ignoring the valid lowest tender submitted by Michigan Rubber (India) Ltd. on the ground that the Company experience with has no previous Corporation. The Committee expresses its strong displeasure over the decision of the tender Committee without considering the relevant certificates placed by the firm along with the bid to prove its previous experience with the Corporation. The Committee therefore recommends that an investigation should be conducted to bring to light the real intention which persuaded the tender committee to take such an imprudent decision. The Committee also recommends that legal action should be taken against the officers responsible for the huge extra expenditure incurred by Corporation.

4 19 ...

The Committee understands that the present system followed in the Corporation to ascertain the quality of tyres has proved to be unscientific and irrational. The Committee notices that cost per km. of a tyre purchased in a particular year could be assessed only after three or four years.

5	20	"	The Committee remarks that raw materials used for the production of tyres such as rubber, tread, nylon belt, silica, textile fabric, specialised chemical components, temperature holding capacity, etc. should be taken into consideration while assessing the quality of tyres. The Committee further recommends that scientific pre-qualification test should be made mandatory.
(1)	(2)	(3)	(4)
6	21	Kerala State Road Transport Corporation	The Committee recommends that the Corporation should evolve a reliable, scientific and transparent method to assess the quality of tyres purchased. The Committee desires to be furnished with an action plan and a detailed report on the measures taken by the Corporation in this regard without delay.
7	26	,,	The Committee finds that the failure of the Corporation to enter into a formal agreement with Hill Top Rubber Pvt. Ltd. incorporating provisions to safeguard its interest refrained it from initiating legal action against the firm when it failed to comply with the oral agreement. The Committee desires to be furnished with the copies of correspondence made with HTR. The Committee recommends that in its future dealings a formal agreement in the best interest of the Corporation should be executed and strict compliance of the agreement ensured so as to avoid such incidents in future.
8	27	"	The Committee opines that the Corporation should consider the prospects of entering into tyre manufacturing industry so that the Corporation should be self reliant in its needs

			for tyre, tube, etc.
9	31	,,	The Committee observes that absence of a clause to sue the suppliers for non linking of payments to actual performance and non imposition of penalty clause on the supplies for default supply has led to loss of ₹ 6.67 crore to the Corporation in the procurement of tyres, tubes and flaps.
(1)	(2)	(3)	(4)
10	32	Kerala State Road Transport Corporation	The Committee suspects an illicit nexus between the officials of the Corporation and some manufactures like M/s Birla Tyres and M/s JK Tyres in the procurement of tyres, tubes and flaps. The Committee opines that the Corporation suffered substantial financial loss due to fraudulent practices prevailing in the Corporation, absence of a definite procurement policy and unscientific parameter used to assess the performance of tyres. The Committee recommends that the officials of the Corporation should analyse the reasons for the inefficiency and should take appropriate remedial measures. The Committee further recommends that a scientific quality parameter should be evolved and enforced for ensuring quality of materials procured by the Corporation. The Committee also recommends that details regarding the action taken should be intimated without delay.

APPENDIX II

NOTES FURNISHED BY GOVERNMENT ON THE AUDIT PARAGRAPHS

Para No.	Action Taken
(1)	(2)
4.17 (2007-08)	കാസർഗോഡ് കോർപ്പറേഷൻ വക സ്ഥലത്ത് ഷോപ്പിംഗ് കോംപ്ലക്സ് പണിയാൻ കോർപ്പറേഷൻ ബോർഡ് തീരുമാനിച്ചു. 11-7-2005-ന് മുമ്പ് ലഭിക്കുന്ന രീതിയിൽ ടെന്റർ അപേക്ഷകൾ ക്ഷണിക്കുകയുണ്ടായി. സാധാരണ പോലെ 25 ദർഘാസ് പ്രമാണങ്ങൾ തയ്യാറാക്കിയെങ്കിലും അപ്രതീക്ഷിതമായി കൂടുതൽ അപേക്ഷകൾ ഉണ്ടായതിനാൽ ടെണ്ടർ അപേക്ഷ ഫാം തികയാതെവരികയും റിപ്രോഗ്രാഫിക് സെന്റർ മുഖാന്തിരം അധിക ദർഘാസ് പ്രമാണങ്ങൾ തയ്യാറാക്കുകയും ചെയ്തു. ആവശ്യപ്പെട്ട എല്ലാവർക്കും ടെണ്ടർ അപേക്ഷ നൽകുകയും അപേക്ഷ ലഭിക്കേണ്ട അവസാന തീയതി 21-7-2005 ലേക്ക് മാറ്റുകയും ചെയ്തു.
	സീൽ ചെയ്ത ടെണ്ടർ അപേക്ഷകൾ കോർപ്പറേഷൻ വക ടെണ്ടർ ബോക്സിൽ നിക്ഷേപിക്കുകയോ, രജിസ്റ്റേർഡ്/സ്പീഡ് പോസ്റ്റ്/കൊറിയർ സർവ്വീസ് എന്നിവ മുഖേന സമർപ്പിക്കുകയോ ചെയ്യാവുന്നതാണ്. ദർഘാസുകൾ സ്വീകരിച്ച രീതിയിൽ അപാകതയൊന്നും സംഭവിച്ചിട്ടില്ല. പതിനഞ്ച് ടെണ്ടറുകൾ ഉണ്ടായിരുന്നു. 22-7-2005-ന് എല്ലാ കോൺടോക്ടർമാരുടേയും സാന്നിദ്ധ്യത്തിൽ ടെണ്ടറിലെ യോഗ്യതാ നിർണ്ണയ കവറുകൾ തുറക്കുകയുണ്ടായി. യോഗ്യതാനിർണ്ണയ പ്രമാണങ്ങൾ വിലയിരുത്തിയതിൽ ആറ്റപേർക്കു മാത്രമേ യോഗ്യതയുണ്ടായിരുന്നുള്ളൂ. അവരുടെ പേരുകൾ ചുവടെ ചേർക്കുന്നു:
	(1) അപ്പക്സ് കൺസൂക്ഷൻ, കോഴിക്കോട്
	(2) വിജയ കൺസൂക്ഷൻ, തൃശൂർ
	(3) എ. കെ. രാമകൃഷ്ണൻ, കോഴിക്കോട്
	(4) റ്റി. കെ. രാജൻ, മാംഗ്ളൂർ
	(5) എം. ശ്രീകണ്ഠൻ നായർ, കാസർഗോഡ്
	(6) മെസ്സേഴ്ല് കോൺകോർഡ് കൺസൂക്ഷൻസ്
	യോഗ്യതാനിർണ്ണയ കവറുകൾ തുറക്കുന്ന സമയം കോൺടാക്ടർമാരിൽ നിന്നും ഒരു പരാതിയും ഉണ്ടായിരുന്നില്ല. 30-11-2005-ന് 11 മണിക്ക് 6 കോൺടാക്ടർമാരുടെയും സാന്നിദ്ധ്യത്തിൽ തുക നിർണ്ണയ കവറുകൾ പൊട്ടിക്കുകയുണ്ടായി. കവറിൽ താഴെപ്പറയുംവിധം എഴുതിയിരുന്നു:
	(1) എ. കെ. രാമകൃഷ്ണൻ—38.00% പി.എ.സി.ക്ക് മുകളിൽ
	(2) അപ്പക്സ് കൺസൂക്ഷൻ—19.20%

- (3) വിജയ കൺസൂക്ഷൻ—16.01%
- (4) റ്റി. കെ. രാജൻ—03.00%
- (5) എം. ശ്രീകണ്ണൻ നായർ—00.09% പി.എ.സി.ക്ക് താഴെ
- (6) മെസ്റ്റേഴ് കോൺകോർഡ് കൺസ്വക്ഷൻസ് 10.02%

6-ാമത് പറഞ്ഞിരിക്കുന്ന കോൺകോർഡ് കൺസൂക്ഷനാണ് ഏറ്റവും കറഞ്ഞ ഇകയ്ക്ക് ടെന്റർ നൽകിയിരിക്കുന്നത്. എന്നാൽ നാലാമതായി പറഞ്ഞിരിക്കുന്ന കോൺടാക്ടർ ശ്രീ. റ്റി. കെ. രാജൻ ടെന്റർ ക്ഷണിച്ചതിൽ അപാകതയുണ്ടെന്ന് ചൂണ്ടിക്കാട്ടി ബഹു. ഹൈക്കോടതിയിൽ നിന്നും സ്റ്റേസമ്പാദിച്ചു. ഡബ്ല്യൂ.പി. (സി.) 33768/05 കോടതി കേസ് തുടരവേ എല്ലാ കോൺടാക്ടർമാരും ഇ.എം.ഡി. തിരിച്ച വാങ്ങിയ സാഹചര്യത്തിൽ ഈ ജോലി തനിക്ക് ലഭിക്കുന്നതിന് അനുക്കലമായി ശ്രീ. റ്റി. കെ. രാജൻ സമ്പാദിച്ച കോടതി ഉത്തരവ് പാലിക്കാൻ കോർപ്പറേഷൻ ബാദ്ധ്യസ്ഥമാണ്. ഈ സാഹചര്യത്തിലാണ് ഏറ്റവും കറഞ്ഞ ടെന്ററുകാരനായ മെസ്സേഴ്ല് കോൺകോർഡ് കൺസൂക്ഷൻസിന് ലഭിക്കേണ്ട ഈ കരാർ ശ്രീ. റ്റി. കെ. രാജൻ അനുക്കലമായി നൽകാനുള്ള നടപടി സ്വീകരിച്ചത്.

കോൺടാകൂർ ശ്രീ. റ്റി. കെ. രാജൻ ഷോപ്പിംഗ് കോംപ്ലക്സിന്റെ പണി സ്വന്തമാക്കാൻ നൽകിയ കേസിനെ തുടർന്ന് ഷോപ്പിംഗ് കോംപ്ലക്സിന്റെ പണി തുടങ്ങാനം പൂർത്തിയാക്കാനം കാലതാമസം ഉണ്ടായി എന്നതാണ് കോർപ്പറേഷന് ഉണ്ടായ നഷ്ഠം. ബിൽഡിംഗ് മെറ്റീരിയൽസിനം, പണികൂലിയും ദിനംപ്രതി വർദ്ധിച്ചവരുന്ന സാഹചര്യത്തിൽ ഡെപ്പോസിറ്റകൾ സമയത്ത് പലിശ രഹിത ആവശ്യമുള്ളവരിൽനിന്നം സ്വീകരിച്ചാണ് പണി പൂർത്തീകരിക്കുവാൻ വിഭാവനം ചെയ്തിട്ടുള്ളത്. മെസ്സേഴ്ല്, കോൺകോർഡ് കൺസ്ലക്ഷൻസ്, നിരതദ്രവ്യം പിൻവലിച്ച്, രംഗത്തുനിന്ന് പിൻവാങ്ങിയതുകൊണ്ട് ബഹു. കോടതിവിധി വന്നപ്പോൾ അവരുടെ ദർഘാസ് പരിഗണിക്കുവാൻ കഴിയാതെ പോയി. ആകയാൽ ബഹ. കോടതിവിധി ശ്രീ. റ്റി. കെ. രാജൻ അനക്കലമായി പണികൾ നൽകവാൻ കോർപ്പറേഷൻ ബാദ്ധ്യസ്ഥമാവുകയായിരുന്നു. ദർഘാസുകൾ നിശ്ചിത സമയത്തിനള്ളിൽ ദർഘാസ് പെട്ടികളിൽ നിക്ഷേപിക്കുന്നതുമൂലം ദർഘാസ് വ്യവസ്ഥകൾ ലംഘിക്കപ്പെട്ടിട്ടില്ലെന്ന് സമർപ്പിക്കുന്നു. മറ്റ കരാറുകാർ പിൻവാങ്ങുകയും, ബഹു. കോടതി ഉത്തരവ് പാലിച്ച് പണി ശ്രീ. റ്റി. കെ. രാജൻ നൽകിയ സാഹചര്യത്തിൽ 18 ലക്ഷം രൂപയുടെ അധികബാദ്ധ്യത ഉണ്ടായതായി കണക്കാക്കാവുന്നതല്ല എന്ന വിവരം ബോധിപ്പിക്കുന്നു.

4.18 (2007-08) ഖണ്ഡിക 4.18 പ്രകാരം 2006 സെപ്റ്റംബർ 19-ാാം തീയതിയിലെ ടയറുകൾ, ട്യൂബുകൾ, ഫ്ളാപ്പുകൾ എന്നിവയ്ക്കുവേണ്ടി കോർപ്പറേഷൻ ലയവ്യവസ്ഥ പ്രകാരം നടത്തിയ ദർഘാസിനെക്കുറിച്ച് ഓഡിറ്റിൽ കണ്ടെത്തിയ നിഗമനങ്ങൾ വസ്തതകൾക്ക് നിരക്കാത്തതാണ്. പ്രസ്തത

ദർഘാസിൽ പങ്കെടുത്ത മിച്ചഗൺ ടയർ ഇന്ത്യ ലിമിറ്റഡ് സ്ഥാപനത്തിന്റെ ദർഘാസ് അകാരണമായി നിരസിച്ചവെന്നം അതുവഴി കറഞ്ഞ നിരക്കിൽ സാധനങ്ങൾ വാങ്ങിക്കുന്നതിൽനിന്ന് കോർപ്പറേഷൻ വ്യതിചലിക്കുകയും തൻമൂലം ഉയർന്ന നിരക്കിൽ ടയർ വാങ്ങേണ്ടിവന്നുവെന്നും അതുവഴി 2.13 കോടി രൂപയുടെ ഒഴിവാക്കുവാനാവുമായിരുന്ന അധിക ചെലവിന് ഇടയാക്കിയെന്നമാണ് ആരോപണം. മിച്ചഗൺ റബ്ബർ ഇന്ത്യാ ലിമിറ്റഡിന്റെ ദർഘാസ് നിരസിച്ചതുമൂലം ടി സ്ഥാപനം വാഗ്ദാനം ചെയ്ത സാധനങ്ങൾ ഏറ്റവും കറഞ്ഞ നിരക്കിൽ വാങ്ങിക്കുന്നതിന് കോർപ്പറേഷന് കഴിയാതെ വന്ന എന്ന പ്രസ്താവനയാണ് വസ്തതകൾക്ക് നിരക്കാത്തത്. ദർഘാസ് പ്രകാരം കോർപ്പറേഷ്ൻ പ്രസ്ത വാങ്ങിയത് വിലയ്ക അനക്ലമായ തന്നെയാണ്. അനക്ലമായ വിലയെന്നാൽ ഏറ്റവും കറഞ്ഞ വിലയെന്ന് അർത്ഥമില്ല. അനക്ടലമായ വിലയ്ക് അതിനൊത്ത പ്രവർത്തന ക്ഷമത ലഭിക്കുന്ന സാധനസാമഗ്രികൾ തന്നെയാണ് ഈ ദർഘാസിലും കോർപ്പറേഷൻ വാങ്ങിയത്. ഏറ്റവും പരിഗണിച്ച് സാധനങ്ങൾ വിലയെ മാത്രം വാങ്ങുന്നതിന് വേണ്ടിയല്ല എല്ലാ ദർഘാസുകളം ക്ഷണിക്കപ്പെടുന്നത്. വിലയും അതു നൽകന്ന ഗുണഫലവും പരിഗണിച്ച് ആയതിൽ ഏറ്റവും അനുകൂലമായ സാധനങ്ങൾ വിലയ്ക്കൊത്ത ഗണഫലം നൽകന്ന വാങ്ങുന്നതാണ് കരണീയമായിട്ടള്ളത്. യഥാർത്ഥത്തിൽ കോർപ്പറേഷൻ വാങ്ങിക്കുന്നത് വിലയുടെ മാത്രം അടീസ്ഥാനത്തിലല്ല മറിച്ച് "പ്രതികിലോ മീറ്ററിനുള്ള ചെലവിന്റെ" അടിസ്ഥാനത്തിലാണ് കാരണം വിവിധങ്ങളായ വിലകളം വിവിധങ്ങളായ പ്രവർത്തനക്ഷമതയുമുള്ള സാധന സാമഗ്രികളെ താരതമ്യം ചെയ്യന്നതിന് വിലയെ മാത്രം ആശ്രയിച്ച് സാധിക്കുന്നതല്ല. ഇത്തരം അവസ്രങ്ങളിൽ വിവിധങ്ങളായ സാധനങ്ങളടെ വിലകളെയും അവയുടെ പ്രവർത്തനക്ഷമതയെയും ബന്ധിപ്പിക്കുന്ന പൊതുമാനദണ്ഡം ആവശ്യമായിവരുന്നു.

ഇങ്ങനെ ഒരു സൂചിക ലഭ്യമാകണമെങ്കിൽ വാഗ്ദാനം ചെയ്ത സാധനത്തിന്റെ വിലയും അതിന്റെ ഗുണഫലത്തിന്റെ അളവും ആവശ്യമാണ്. ടയറിന്റെ കാര്യത്തിൽ അതിന്റെ വിലയും പ്രസ്തത വിപണന നാമത്തിലുള്ള ടയർ തുടർച്ചയായി കഴിഞ്ഞുപോയ 5 വർഷങ്ങളിൽ പ്രധാനം ഓടിയ പ്രവർത്തനക്ഷമത അത ശരാശരി ദ്രരം കിലോമീറ്റർ അടിസ്ഥാനത്തിൽ കണക്കാക്കുകയും ഇവയെ തമ്മിൽ ബന്ധിപ്പിച്ച് "ഒരു കിലോമീറ്റർ വാഹനം ഓടുമ്പോൾ പ്രസ്തത ടയറിന്റെ വകയിൽ എത്ര ത്രപയുടെ ചെലവ് "(പ്രതികിലോമീറ്ററിന്2്ള ചെലവ്) എന്ന ഒരു പൊത്ര സൂചിക കണക്കാക്കുന്നു. പ്രതികിലോമീറ്ററിനള്ള ചെലവ് എന്ന ഈ മാനദണ്ഡത്തിന്റെ അടിസ്ഥാനത്തിൽ മാത്രമേ വിലയേറിയ സാധനങ്ങൾ വിലയ്ക വാങ്ങാൻ സാധിക്കുകയുള്ള. അല്ലാത്തപക്ഷം കറഞ്ഞ വഞ്ചിക്കപ്പെടും. നിലവാരമില്ലാത്ത സാധനങ്ങൾ വാങ്ങി ''പ്രതികിലോമീറ്ററിനള്ള ആയതിനാൽ കാലഘട്ടത്തിലും എല്ലാ ചെലവിന്റെ" അടിസ്ഥാനത്തിൽ മാത്രമേ കോർപ്പറേഷൻ വാങ്ങിയിട്ടള്ള. ഇതേ മാർഗ്ഗം തന്നെയാണ് 2006-ലും അനവർത്തിച്ചിട്ടള്ളത്.

വില മാത്രം കണക്കാക്കിയാൽ പ്രസ്തത ദർഘാസ് ടി സ്ഥാപനം ഏറ്റവും കറഞ്ഞ വിലയാണ് വാഗ്ദാനം ചെയ്തിരിക്കുന്നത്. 2003-ൽ ബീറ്റൽ ടയർ ആന്റ് ടുബ് ഇൻഡസ്കീസ് എന്ന സ്ഥാപനത്തിൽ നിന്നും വാങ്ങിയ ടയറുകളടെ പ്രവർത്തനക്ഷമതയും മിച്ചഗൺ റബ്ബർ ഇന്ത്യാ ലിമിറ്റഡ് 2006-ൽ വാഗ്ദാനം നിരക്കിനെയും ബന്ധിപ്പിച്ച് "പ്രതികിലോമീറ്ററിനള്ള ചെലവ്"കണക്കാക്കുമ്പോൾ ടി സ്ഥാപനത്തിന് നാലാം സ്ഥാനം മാത്രമാണള്ളത്. ആയതിനാൽ ഈ സ്ഥാപനത്തിന്റെ പരിഗണിക്കപ്പെട്ടിരുന്നുവെങ്കിൽപോലും ഈ സ്ഥാപനത്തിൽ വാങ്ങൽ സംഭവ്യമല്ലായിരുന്നു. ആയതിനാൽ സ്ഥാപനത്തിന്റെ പരിഗണിക്കാത്തതമലം 2.13 ഒഴിവാക്കാനാവ്യമായിരുന്ന നഷ്ടം ഉണ്ടായി എന്നുള്ള കണ്ടെത്തൽ തികച്ചം നിലനിൽക്കാത്തതാണ്. 2006-ലെ ദർഘാസിൽ പങ്കെടുത്ത വിപണന നാമത്തിലുള്ള ടയറുകളടെ അവയുടെ കഴിഞ്ഞ 5 വർഷങ്ങളിലെ ''പ്രതികിലോമീറ്ററിനളള പ്രവർത്തനക്ഷമത ഇവയെ ബന്ധിപ്പിക്കുന്ന ചെലവ്" എന്നിവയുടെ വിവരം താഴെ ചേർക്കുന്നു (Annexure II):

മേൽകൊടുത്തിട്ടള്ള പട്ടികയിൽ പറഞ്ഞിട്ടള്ള വിവരങ്ങളിൽനിന്നം ഓഡിറ്റിലെ കണ്ടെത്തൽ പൂർണ്ണമായും വസ്താവിരുദ്ധമാണെന്ന് മനസ്സിലാക്കാവുന്നതാണ്. ഈ സ്ഥാപനത്തിന്റെ ദർഘാസ് തുറന്ന് അവർ വാഗ്ദാനം ചെയ്ത നിരക്ക് കൂടി പരിഗണിച്ചാലും ടി സ്ഥാപനത്തിന്റെ ടയർ വാങ്ങുന്നതിന് സാധിക്കുന്നതായിരുന്നില്ല. കാരണം പ്രതികിലോ ഈ മീറ്ററിനുള്ള ചെലവിന്റെ അടിസ്ഥാനത്തിൽ സ്ഥാപനത്തിന് മാത്രമാണള്ളത്. വസ്തതകൾ ഇതായിരിക്കെ സ്ഥാനം സ്ഥാപനത്തിൽനിന്നും സാധനങ്ങൾ വാങ്ങിക്കാത്തത്മുലം കോർപ്പറേഷന് 2.13 കോടിയുടെ നഷ്ടം ഉണ്ടായിയെന്ന വാദം തെറ്റാണ്.

എന്നാൽ മിച്ചിഗൺ എന്ന് പുനർനാമകരണം ചെയ്യപ്പെട്ട ബീറ്റൽ ടയേഴ്ല് ആന്റ് ടുബ്സ് എന്ന സ്ഥാപനത്തിന്റെ ദർഘാസ് പരിഗണിക്കാതിരുന്നത് വീഴ്ച തന്നെയാണ്. യോഗ്യത നിർണ്ണയിക്കുന്നതിനുള്ള ദർഘാസ് തുറക്കുന്ന കറഞ്ഞ വ്യത്യാസം മാത്രമാണുണ്ടായിരുന്നത്. സമയക്കുറവ്വമൂലം യോഗ്യത നിർണ്ണയത്തിൽ തിരക്കിട്ടെടുത്ത തീരുമാനമാണ് ഇപ്രകാരം സംഭവിക്കാൻ കാരണമായതെന്ന് അനമാനിക്കുന്നു. ആയതിന്റെ അതിനശേഷം ദ്വയ വിഭാഗ ദർഘാസുകളടെ കാര്യത്തിൽ സമയങ്ങൾ തമ്മിലുള്ള ദർഘാസുകളം ത്രാക്കുന്ന കൂടുതലാക്കിയിട്ടുണ്ട്. കൂടാതെ യോഗ്യത നിർണ്ണയിക്കുന്നതിനുള്ള ദർഘാസ് **തറക്കുമ്പോഴും ത**റന്നതിനശേഷവും ഉന്നത ഉദ്യോഗസ്ഥരുടെ മേൽനോടത്തിൽ നടത്തുന്നുണ്ട്. പ്പനർപരിശോധനയും ദർഘാസ് സമിതിയുടെ പരിധിയിൽ നിന്തകൊണ്ട് തീരുമാനം കഴിയാത്തത്രം എന്നാൽ പരാതിക്ക് ഇടനൽകാൻ സാധ്യതയുള്ളതുമായ സാഹചര്യങ്ങൾ ഉയർന്ന ഉദ്യോഗസ്ഥർ തന്നെ വിലയിരുത്തുന്നതിന്

ആവശ്യമായ ഏർപ്പാടുകൾ ഇപ്പോൾ ചെയ്യുന്നുണ്ട്. ആയതിനാൽ ഇത്തരം സാഹചര്യങ്ങൾ ഇപ്പോൾ പൂർണ്ണമായും ഒഴിവാക്കപ്പെട്ടിട്ടുണ്ട്.

മേൽപ്പറഞ്ഞ വസ്തതകളുടെ അടിസ്ഥാനത്തിൽ ഈ വിഷയത്തെ സംബന്ധിച്ച ഓഡിറ്റിലെ പരാമർശം ഒഴിവാക്കണമെന്ന് അഭ്യർത്ഥിക്കുന്നു.

4.19 (2007-08)

2006-ൽ ടയർ റീടേഡിംഗിനാവശ്യമായ മേൽ ഖണ്ഡിക പ്രകാരം പ്രികൃവേർഡ് ട്രഡ് റബ്ബർ വാങ്ങിയതിൽ കോർപ്പറേഷൻ 66.77 ലക്ഷം രൂപയുടെ ഒഴിവാക്കാനാവുമായിരുന്ന അധിക ചെലവുണ്ടായെന്ന പരാമർശം ശരിയല്ല. വസ്തതാപരമായി 2006-ൽ കോർപ്പറേഷന്റെ ആവശ്യത്തിനുള്ള 1200 മെടിക് ടൺ റബ്ബറിൽ 600 മെടിക് ടൺ റബ്ബർ എ.എസ്.ആർ.ടി.യുമായി നിരക്ക് കരാറിൽ ഏർപ്പെട്ടിരുന്ന ഹിൽടോപ്പ് സ്ഥാപനത്തിൽനിന്നം വാങ്ങുന്നതിനായി ചരിത്രത്തിൽ നൽകിയിരുന്ന. കോർപ്പറേഷന്റെ ആദ്യമായിട്ടാണ് കെ.എസ്.ആർ.ടി.സി. ഇത്തരത്തിൽ കേരളത്തിന വെളിയിൽ, നിരവധി ഒരു സ്ഥാപനത്തിൽനിന്നം അപ്പറത്തുള്ള പ്രീകൃവേർഡ് ട്രഡ് റബ്ബർ വാങ്ങുന്നതിന് തീരുമാനിച്ചത്. കോർപ്പറേഷൻ അതുവ്രെ കേരളത്തിനകത്തുള്ള ചെറുകിട വ്യവസായ യൂണിറ്റകളിൽ നിന്നമാത്രമാണ് ടേഡ് റബ്ബർ വാങ്ങിയിട്ടുള്ളത്. എന്നാൽ ഇതിൽനിന്നം വ്യതൃസ്തമായി പരീക്ഷണാടിസ്ഥാനത്തിലാണ് ഹിൽടോപ്പ് റബ്ബറിന്റെ പക്കൽനിന്നും പ്രികൃവേർഡ് ട്രഡ് റബ്ബർ വാങ്ങുന്നതിന് തീരുമാനിച്ചത്. ഇതിന് പ്രേരകമായ്ത് പലകാരണങ്ങളാണ്. ഒന്നാമതായി ചെറുകിട വ്യവസായ യൂണിറ്റകളിൽനിന്നം വാങ്ങി ഉപയോഗിച്ച സാധനങ്ങൾക്ക് പ്രതീക്ഷിച്ച പ്രവർത്തനക്ഷമത ലഭിച്ചില്ല. രണ്ടാമതായി വാഗ്ദാനം ചെയ്ത പ്രവർത്തനക്ഷമത ലഭ്യമാകാതെ വന്ന സാഹചര്യത്തിൽ നിരവധി തർക്കങ്ങളം യൂണിറ്റകളുമായി വ്യവഹാരങ്ങളം ഉത്ഭവിച്ച. കൂടാതെ എ.എസ്.ആർ.ടി.യു. നിരക്ക് ചെറുകിട യൂണിറ്റകളടെ നിരക്കിനേക്കാൾ കുറവായിരുന്നു. വ്യവസായ ഇംക്കാരണങ്ങളാലാണ് ്ഹിൽടോപ്പ് റബ്ബറിൽനിന്നും പ്രികൃവേർഡ് ട്രഡ് റബ്ബർ വാങ്ങുന്നതിന് ഓഡർ നൽകിയത്.

ടി വിതരണം എന്നാൽ സ്ഥാപനത്തിന്റെ ഒന്നം തന്നെ യോഗ്യമായിരുന്നില്ല. ആവശ്യത്തിന് കോർപ്പറേഷന്റെ സാധനങ്ങൾ വിതരണം ചെയ്യന്നതിൽ പൂർണ്ണമായി ഈ സ്ഥാപനം പ്പെടുകയാണുണ്ടായത്. ഈ സാഹചര്യത്തിൽ ടി സ്ഥാപനത്തിൽനിന്നും വാങ്ങാനായി തീരുമാനിച്ച പ്രികൃവേർഡ് ട്രഡ് റബ്ബറിൽ അവർ നൽകിയ 96.64 മെടിക് ടൺ കഴിച്ച് ബാ്ക്കിയുണ്ടായിരുന്ന 503.36 മെടിക് ടൺ റബ്ബർ തത്സമയത്തെ വിതരണക്കാരായ ചെറുകിട വ്യവസായ യൂണിറ്റകളിൽ നിന്നം വാങ്ങുന്നതിനായി തീരുമാനിച്ചു. ചെറുകിട വ്യവസായ യൂണിറ്റ്കളുടെ നിരക്ക് ഹിൽടോപ്പ് റബ്ബേഴ്ലിന്റേതിനെക്കാൾ കൂടുതലായതിനാൽ ഇത്തരത്തിൽ ചെറുകിട വ്യവസായ യൂണിറ്റിൽനിന്നം സാധനങ്ങൾ

വാങ്ങിയപ്പോൾ അധിക ചെലവാക്കേണ്ടിവന്നത് <u>ത</u>ക മാത്രമാണ്. എന്നാൽ ഓഡിറ്റ് നിരീക്ഷണത്തിൽ പറയുന്നതുപോലെ ഇത് കോർപ്പറേഷന്റെ വീഴ്ചമ്ലമോ ഒഴിവാക്കാനാവമായിരുന്ന ചെലവോ, പ്രികൃവേർഡ് കോർപ്പറേഷന് ഉണ്ടായതല്ല. റബ്ബർ ദൈനംദിനം ആവശ്യമുള്ളതും എന്നാൽ അധികമായി സംഭരിക്കുവാൻ സാധിക്കാത്തതം അതൃധികം വിലപിടിപ്പള്ളതുമായ സാധനമാണ് ഈ സാധനം മുടക്കം കൂടാതെ ലഭിച്ചില്ലെങ്കിൽ് ഡീസൽ ഇല്ലാത്ത അവസ്ഥയ്ക്ക അവസ്ഥയാണ് സംജാതമാകുന്നത്. എന്നാൽ നിരവധി സംസ്ഥാനങ്ങൾക്ക് അപ്പറത്തള്ള ഒരു സ്ഥാപനത്തിൽനിന്നം എത്തിച്ചേരേണ്ട സാധനത്തെ ആശ്രയിച്ച് മുന്നോട്ട പോകക ഒട്ടം പ്രായോഗികമല്ലായിരുന്നു. പ്രത്യേകിച്ചം ടി സ്ഥാപനം വിതരണക്കാര്യത്തിൽ കാണിച്ച തികഞ്ഞ അനാസ്ഥയുടെയും അലംഭാവത്തിന്റെയും പശ്ചാത്തലത്തിൽ എ.എസ്.ആർ.ടി.സി.യൂ. നിരക്കിൽ കരാറ്റകാരിൽനിന്നും സാധനം വാങ്ങാൻ തീരുമാനിക്കുമ്പോൾ പരീക്ഷണമായും ചെറുകിട വ്യവസായ യ്യണിറ്റകളടെ മുന്നറിയിപ്പായുമാണ് ആധിപതൃത്തിനൊത കോർപ്പറേഷൻ നിരവധി സംസ്ഥാനങ്ങൾക്കപ്പറത്തുള്ള ലക്ഷ്യമാക്കിയത്. എന്നാൽ വിതരണക്കാരിൽനിന്നും മേൽപ്പറഞ്ഞ സ്വഭാവ വിശേഷതകൾ ഉള്ള ഒരു ഉത്പ്പന്നത്തിന്റെ വിതരണം ഒട്ടം പ്രോത്സാഹജനകമായിരുന്നില്ല. തിരിച്ചപോക്ക ഒരു നടത്തിയത് സാഹചര്യത്തിലാണ് ഇതുലം കോർപ്പറേഷന് യാതൊരുവിധ ഉണ്ടായിട്ടില്ല. നഷ്വും കാരണം ഹിൽടോപ്പ് റബ്ബറിന്റെ പ്രികൃവേർഡ് ട്രഡ് റബ്ബർ ലഭ്യമായെങ്കിൽ മാത്രമേ ടയർ റീടേഡിംഗ് ഷോപ്പകൾ പ്രവർത്തിപ്പിക്കു എന്ന് കോർപ്പറേഷൻ വാശി കോർപ്പറേഷൻ റീടേഡിംഗ് പിടിച്ചിരുന്നവെങ്കിൽ ടയർ ഷോപ്പകൾ നിശ്ചലമായിത്തീരുന്നതിനും നൂറുകണക്കിന് ബസ്സുകൾ കട്ടപ്പറത്താകുന്നതിനും കാരണമായിത്തീരുന്ന എന്നതാണ് വസ്തത. ആയതിനാൽ ഉണ്ടാകമായിരുന്ന നഷ്ടം ഒഴിവാക്കുന്നതിന് സമയോചിതമായ തീരുമാനം ഉപകരിച്ചവെന്നതാണ് വസ്തത.

കോർപ്പറേഷൻ ഹിൽടോപ്പ് റബ്ബേഴ്ലിന് അവരുമായി സമ്മതിച്ച പ്രകാരം സാധനങ്ങൾ സ്വീകരിച്ചാലുടൻ തന്നെ അതിന്റെ വില നൽകാം എന്ന ഉറപ്പിൽ മനഃപൂർവ്വം വീഴ്ച വരുത്തിയെന്നും തൻമൂലം ടി സ്ഥാപനം സാധനം നൽകാതിരിക്കുകയായിരുന്നയെന്നമുള്ള കണ്ടെത്തൽ തികച്ചം കോർപ്പറേഷൻ ഒരിക്കൽ പോലം മനഃപ്പർവ്വമായി അസ്ഥാനത്താണ്. പണം നൽകുന്നത് താമസിപ്പിച്ചിട്ടില്ല. വിനിയോഗത്തിനുള്ള പണത്തിന്റെ അഭാവത്തിൽ ചിലപ്പോൾ കാലതാമസമുണ്ടായിട്ടുണ്ട്. വിനിയോഗത്തിന് പണമില്ലാതിരുന്ന സാഹചര്യത്തിലല്ലാതെ യാതൊരുവിധ സാഹചര്യത്തിലും കാലവിളംബമുണ്ടായിട്ടില്ല നൽകുന്നതിന് നേരത്തേ എന്ത അറിയിച്ചിരുന്നതാണ്. എന്നാൽ വാദം തെറ്റാണെന്നും വിനിയോഗത്തിന് ആവശ്യമായ കോർപ്പറേഷനിൽ പണം കാലഘട്ടത്തിൽ നിലനിൽപ്പണ്ടായിരുന്നുവെന്നും ഓഡിറ്റിൽ ആരോപിക്കുന്നു.

ഈ കാലയളവിൽ കോർപ്പറേഷന്റെ വരുമാനവും ചെലവും തമ്മിലുള്ള അന്തരം വളരെ കൂടുതലായിരുന്നു. ഈ കാലയളവിൽ കോർപ്പറേഷൻ കെ.റ്റി.ഡി.എഫ്.സി.യിൽനിന്നം കടമെടുത്ത തക ബസ്ക് നിർമ്മാതാക്കൾക്കും ബസ്റ്റ് നിർമ്മാണത്തിനാവശ്യമായ സാധനങ്ങൾ ഈ കാലയളവിൽ ഒരിക്കൽ വാങ്ങുന്നതിനമാണ് ഉപയോഗിച്ചിട്ടള്ളത്. പോലം സ്പെയർ പാർട്സ് ട്രെഡ് റബർ തടങ്ങിയ വാങ്ങുന്നതിന് വേണ്ടി കടം എടുത്തിട്ടില്ല. പ്രത്യേകിച്ചം ദൈനംദിന ഉപയോഗത്തിനുള്ള സാധനസാമഗ്രികൾ വാങ്ങുന്നതിനായി സാധാരണയായി സ്ഥാപനങ്ങളിൽനിന്നം തൽസമയം ധനകാര്യ കടമെടുക്കാറില്ല. വസതകൾ ഇതായിരിക്കെ കോർപ്പറേഷന് കെ.റ്റി.ഡി.എഫ്.സി.യിൽ നിന്നം കടമെടുത്ത തക ലഭ്യമായിരുന്നെന്നുള്ള ഓഡിറ്റിന്റെ കണ്ടെത്തൽ തെറ്റാണ്.

ഇതിൽനിന്നും ഈ കാലഘട്ടത്തിൽ ഒരിക്കൽപോലും കോർപ്പറേഷനിൽ വിനിയോഗത്തിന് ആവശ്യമായ പണം ലഭ്യമല്ലായിരുന്നു എന്ന് വ്യക്തമാകുന്നതാണ്. ആയതിനാൽ മേൽപ്പറഞ്ഞ സംഗതികളുടെ വെളിച്ചത്തിൽ ഓഡിറ്റിലെ പരാമർശം ഒഴിവാക്കണമെന്ന് അഭ്യർത്ഥിക്കുന്നു.

4.16 (2010-11)

KSRTC has been purchasing tyres, tubes and flaps from reputed manufactures by floating open tenders after giving wide publicity through Media. The basic parameter adopted for the selection of the bidder is the cost per Km. (CPKM) of tyres based on the average past performance of new tyres for 5 years supplied by the respective bidder. The bidder who qualifies for the lowest (CPKM) is normally selected. This method of working out CPKM is the one and only distinct and scientific way as no other alternative formula is reliable for the selection of the lowest bidder.

In this situation, it may be noted that if the average performance of tyres under new purchase is poor, next year that particular band will be shifted to higher CPKM status. Thus the performance of last year becomes a deciding factor in the next year purchase.

This mode of purchase was evolved in KSRTC in the year in 2006-07 after evaluating the scope of various possible modes. A team of higher level officers were entrusted with the assignment and it was their suggestion to adopt the policy which is now continuing in KSRTC.

If KSRTC ask the bidders to offer guaranteed mileage, they can offer a safe target which is easily achievable. This was what happened in 2009. KSRTC had incorporated performance warranty clause for the purchase of tyres during 2009 in the tender condition.

Among the bidders, only M/s Birla Tyres offered a minimum performance warranty of 18000 kms., which was far below the average past performance of 27724 kms., by them. The other two bidders M/s JK Tyres Industries Ltd., and M/s SS Agencies preferred to decline the offer mileage guarantee specifically. Also fixing performance warranty and incorporating such conditions in the tender may compel the firm to refrain from bidding. Or else the bidder may offer a considerably higher performance and will get the purchase order by attaining a lower CPKM and in the end when the real field performance comes out and if that is below the guaranteed one, they can resort to litigations raising a lot of reasons as that happened in the case of Tread rubber purchase prior to 2006. As far as KSRTC is considered, the insisting of a particular mileage performance or the obtaining offer of guaranteed performance from the bidders were practically proved to be a failure for KSRTC. KSRTC has not yet recovered from the damages caused to it due the above practice. The Audit may earnestly look into the scenario of the purchase of PCTR since 2006, which is being purely done based on CPKM. In the purchase of Tread rubber prior to 2006, KSRTC had been following the modes of purchases by insisting mileage guarantee or getting offfer from bidders in this regard. Both these pracices have gifted nothing but only paved way for never ending legal disputes and litigations. KSRTC was in no way benefited but adversely affected due to this practice.

Moreover, if the firms continuously offer a low mileage guarantee vis-á-vis repeated tenders, KSRTC would have no other remedy for the procurement of tyres. Such situation will adversely affect the interest of the Corporation as tyre being critical and vital, and procurement of tyres is of paramount importance.

Tyre manufactures are very few in our Country and tyre is a hot cake. In fact, in the purchase of tyres, the buyer is already at a weaker side. No tyre manufacture can be highly competitive without sacrificing quality. From the experience of KSRTC the present mode of tyre purchase is scientific and logical. The present practice is as following:

- (1) Open tender procedure is adopted.
- (2) The selection is based on the CPKM arrived at from the average field performance of the last 5 years and rates quoted in the tender.
- (3) Tyre, Tube and Flap will be purchased as a set from a single source.

In the circumstances, the adoption of CPKM for the selection of the lowest bidder is appropriate, genuine and empirically correct. Hence the modification in the criterion does not seem necessary.

If KSRTC insist for mileage guarantee either the bidder may refrain from it or they may offer the lowest and safest figure. If some one offers high performance, their intention will be to go for litigations. If KSRTC relate the payments to performance, the chances of disputes are innumerable and there will be no settling of issues. When KSRTC prioritise the bidders in the succeeding year based on the field performance in the preceding years, which is internally, evaluated by KSRTC is less prone to litigations. Here the performance of the procured and consumed material becomes a deciding factor in the next year purchase. If any one wants to continue business with us, they will try to maintain the quality standards or else, they will be automatically expelled. That means by adopting this method, KSRTC really exert an invisible pressure/compulsion on the bidder to maintain the quality.

Regarding the loss involved on account of alternative purchase (₹ 69.21), legal steps have been initiated to realize the loss from the defaulted firms viz., M/s Birla Tyres and M/s Ceat Tyres by invoking relevant agreement conditions. M/s JK Tyres is not so far observed as a defaulter by the audit.

KSRTC has incorporated clauses with respect to recovery of damages in the purchase order and in the agreement being executed with the suppliers. Those provisions are effective and Corporation has many a time invoked such provision for realizing loss, if any occurred to Corporation.

4.17 (2010-11)

The C&MD, KSRTC has promised that the Corporation will take utmost care to avoid time lag in handing over the work site for commencement of works. While tendering of major works, steps will be taken to include clauses regarding price variation for better transparency as stated in the audit para, based on provisions in Kerala PWD Manual. Now KSRTC is not tendering any works in anticipation of the funds.

ANNEXURE II

ക്രമ	സ്ഥാപനത്തിന്റെ	വാഗ്ദാനം ചെയ്ത	പ്രസ്തൃത സ്ഥാപനത്തിന്റെ	പ്രതികിലോ	നിലവാരം
നമ്പർ	പേര്	വില എല്ലാ	ടയർ കഴിഞ്ഞ	മീറ്ററിനള്ള ചെലവ്	
		നികതികളുമടക്കം	5 വർഷങ്ങളിൽ	(പൈസയിൽ)	
		(1 ടയർ , 1 ടൂബ് ,	നൽകിയ പ്രവർത്തന		
		1 ഫ്ളാപ്പ് എന്നിവയുടെ	ക്ഷമത ശരാശരി		
		<u>കുട്ടായ</u> വില)	കിലോമീറ്ററിൽ		
1	ബിർളാ ടയർ	8786.25	31740	27.68	ഒന്നാം സ്ഥാനം
2	ജെ.കെ. ടയർ ഇൻഡസ്ലീസ്	8437.5	29732	28.38	രണ്ടാം സ്ഥാനം
3	സിയറ്റ് ലിമിറ്റഡ്	8426.25	26916	31.31	മൂന്നാം സ്ഥാനം
4	മിച്ചഗൺ റബ്ബർ ഇന്ത്യാ ലിമിറ്റ (ബിറ്റർ ടയർ ട്യൂബ് ഇൻഡസ്ല്	,	24166	32.38	നാലാം സ്ഥാനം