

പതിനാലാം കേരള നിയമസഭ

പതിനാറാം സമ്മേളനം

നക്ഷത്രചിഹ്നമിടാത്ത ചോദ്യം നമ്പർ: 5353

15.11.2019-ലെ മറുപടിക്ക്

കെ.എസ്.ആർ.ടി.സി. വാടകയ്ക്കടുത്ത് സർവ്വീസ് നടത്തുന്ന ബസ്സുകൾ

ചോദ്യം

ശ്രീമതി.പി. അയിഷാ പോറ്റി

മറുപടി

ശ്രീ. എ.കെ. ശശീന്ദ്രൻ

(ഗതാഗത വകുപ്പ് മന്ത്രി)

<p>(എ) കെ.എസ്.ആർ.ടി.സി. എത്ര ബസ്സുകൾ വാടകയ്ക്കടുത്ത് ഏതെല്ലാം റൂട്ടുകളിൽ സർവ്വീസ് നടത്തുന്നുണ്ടെന്ന് അറിയിക്കാമോ;</p>	<p>(എ) 10 സ്റ്റാനിയ ബസ്സുകളും, 10 ഇലക്ട്രിക് ബസ്സുകളും വാടക അടിസ്ഥാനത്തിൽ ലഭ്യമാക്കി സർവ്വീസ് നടത്തുന്നു. (സ്റ്റാനിയ ബസ്സുകൾ നിലവിൽ 9 എണ്ണം) ഇതിൽ 6 സ്റ്റാനിയ ബസ്സുകൾ ഉപയോഗിച്ച് തിരുവനന്തപുരം സെൻട്രൽ ഡിപ്പോയിൽ നിന്ന് ബംഗളൂരു (2 സർവ്വീസുകൾ), കൊല്ലം മുക്കാംബിക എന്നിവിടങ്ങളിലേയ്ക്കും, 2 ബസ്സുകൾ ഉപയോഗിച്ച് കോട്ടയം യൂണിറ്റിൽ നിന്ന് ബംഗളൂരുവിലേയ്ക്കും, 1 ബസ്സ് ഉപയോഗിച്ച് പത്തനംതിട്ട യൂണിറ്റിൽ നിന്നും ബംഗളൂരുവിലേയ്ക്കും സർവ്വീസ് നടത്തുന്നു. കൂടാതെ 10 ഇലക്ട്രിക് ബസ്സുകൾ ഉപയോഗിച്ച് തിരുവനന്തപുരം സിറ്റി, എറണാകുളം എന്നീ യൂണിറ്റുകളിൽ നിന്നും തിരുവനന്തപുരം-എറണാകുളം റൂട്ടിൽ ഉപയോഗിക്കുന്നുണ്ട്.</p>
<p>(ബി) ബസ്സുകൾ വാടകയ്ക്കടുത്തതിന്റെ കരാർ മാനദണ്ഡങ്ങൾ എന്തെല്ലാമാണ്;</p>	<p>(ബി) ഇലക്ട്രിക് ബസ്സുകൾക്ക് കണ്ടക്ടർ, ഇലക്ട്രിസിറ്റി ചാർജ്ജ്, ടോൾ ഫീസുകൾ തുടങ്ങിയവ ഒഴികെ മറ്റ് ചെലവുകൾ കരാർ ഏജൻസിയാണ് വഹിക്കേണ്ടത്. കരാർ</p>

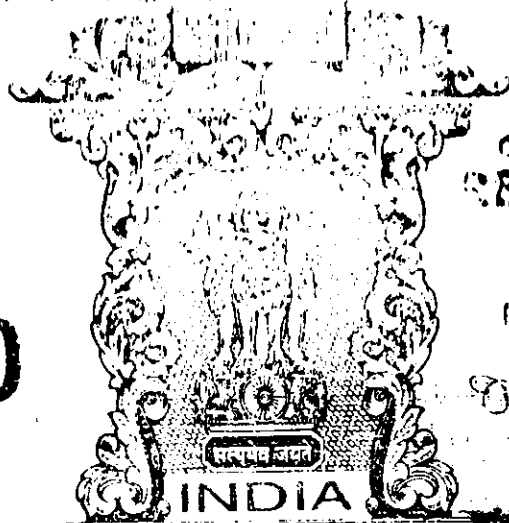
		<p>മാനദണ്ഡങ്ങൾ ഇതോടൊപ്പം അനുബന്ധമായി ചേർക്കുന്നു. വെറ്റ് ലീസ് സ്കാനിയ ബസ്സുകളുടെ കാര്യത്തിൽ കണ്ടക്ടർ, ഡീസൽ, ടോൾ ഫീസുകൾ ഒഴികെയുള്ള ചെലവുകൾ കരാറിൽ ഏർപ്പെട്ടിരിക്കുന്ന ഏജൻസിയാണ് വഹിക്കുന്നത്.</p>
<p>(സി)</p>	<p>ബസുകൾ വാടകയ്ക്കടുത്ത് സർവ്വീസ് നടത്തുന്നത് കെ.എസ്.ആർ.ടി.സി.യ്ക്ക് ലാഭകരമാണോ; വിശദാംശം ലഭ്യമാക്കാമോ?</p>	<p>(സി) 2019 മാർച്ച് മുതൽ 2019 ഒക്ടോബർ മാസം വരെയുള്ള എട്ട് മാസക്കാലയളവിൽ ഇലക്ട്രിക് ബസ് വാടകയ്ക്കടുത്ത് ഓപ്പറേറ്റ് ചെയ്തതുവഴി പ്രതിമാസം ലഭിച്ച ശരാശരി വരുമാനം 28,15,326/- രൂപയും, ചെലവ് 40,24,025/- രൂപയുമാണ്. മേൽപ്പറഞ്ഞ കാലയളവിലെ ശരാശരി നഷ്ടം 12,08,699/- രൂപയാണ്. ഇലക്ട്രിക് ബസ് കെ.എസ്.ആർ.ടി.സി സ്വന്തമായി ഓപ്പറേറ്റ് ചെയ്തിരുന്നില്ല.</p> <p>തിരുവനന്തപുരം സെൻട്രൽ ഡിപ്പോയിൽ നിന്നും ഓപ്പറേറ്റ് ചെയ്തിരുന്ന മൾട്ടി ആക്സിൽ ബസുകളിൽ, വെറ്റ് ലീസ് മുഖേനയും ആർ.ടി.സി. ബസുകൾ മുഖേനയും ഓപ്പറേറ്റ് ചെയ്തിരുന്നവ തമ്മിൽ നടത്തിയ താരതമ്യ പഠനത്തിൽ നിലവിൽ ആർ.ടി.സി. ബസുകൾ 14/- രൂപ പ്രതി കിലോ മീറ്റർ നഷ്ടം ഉണ്ടാക്കുമ്പോൾ വെറ്റ് ലീസ് ബസുകൾ 7/- രൂപ പ്രതി കിലോ മീറ്റർ നഷ്ടം ഉണ്ടാക്കുന്നതായി വെളിപ്പെട്ടിട്ടുണ്ട്.</p>


സെക്ഷൻ ഓഫീസർ

18/11/2018

भारतीय न्यायिक

दस
रुपये
रु.10



GOVERNMENT OF INDIA
REVALUED TO
Rs.100
(HUNDRED RUPEES)
Rs.10
SIGNATURE OF THE OFFICER WITH OFFICE

INDIA NON JUDICIAL

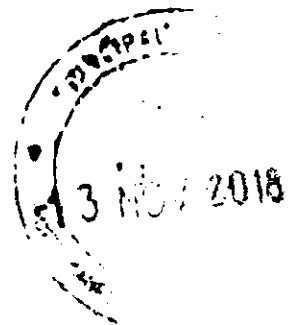
**AFFIDAVIT FILED BY THE MANAGING PARTNER FOR
M/s MAHAVOYAGE LLP.**

I Vikram Purushotham Mani, Managing Partner, M/s MAHAVOYAGE LLP and residing at Mumbai do hereby solemnly affirm and state as follows:-

1. I am the present Managing Partner, M/s MAHAVOYAGE LLP and has the authority to swear on behalf of the firm
2. M/s MAHAVOYAGE LLP has entered into a lease agreement with Kerala State Road Transport Corporation (KSRTC) for the operation of 10 Nos. of 9mtr A/c Electric buses on wet lease, for operating its scheduled services
3. In this regard it is undertaken that during the currency of this lease agreement and while executing the contractual obligations of this agreement, if KSRTC is forced to bear any financial arrears/dues/liabilities claimed by RTO which occurred as a result of the activities of M/s MAHAVOYAGE LLP.

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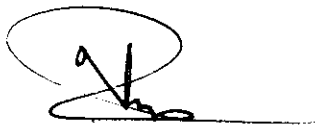
KSRTC has every right to realize the financial arrears/due/liabilities with the cost from the bill/security deposit/amounts due to M/s MAHAVOYAGE LLP. If the bills/ security deposits/ amounts due to KSRTC are not sufficient to make good the financial liability incurred to KSRTC, KSRTC will have the right to recover all such losses including the cost initiating all sort of legal procedures including Revenue Recovery.

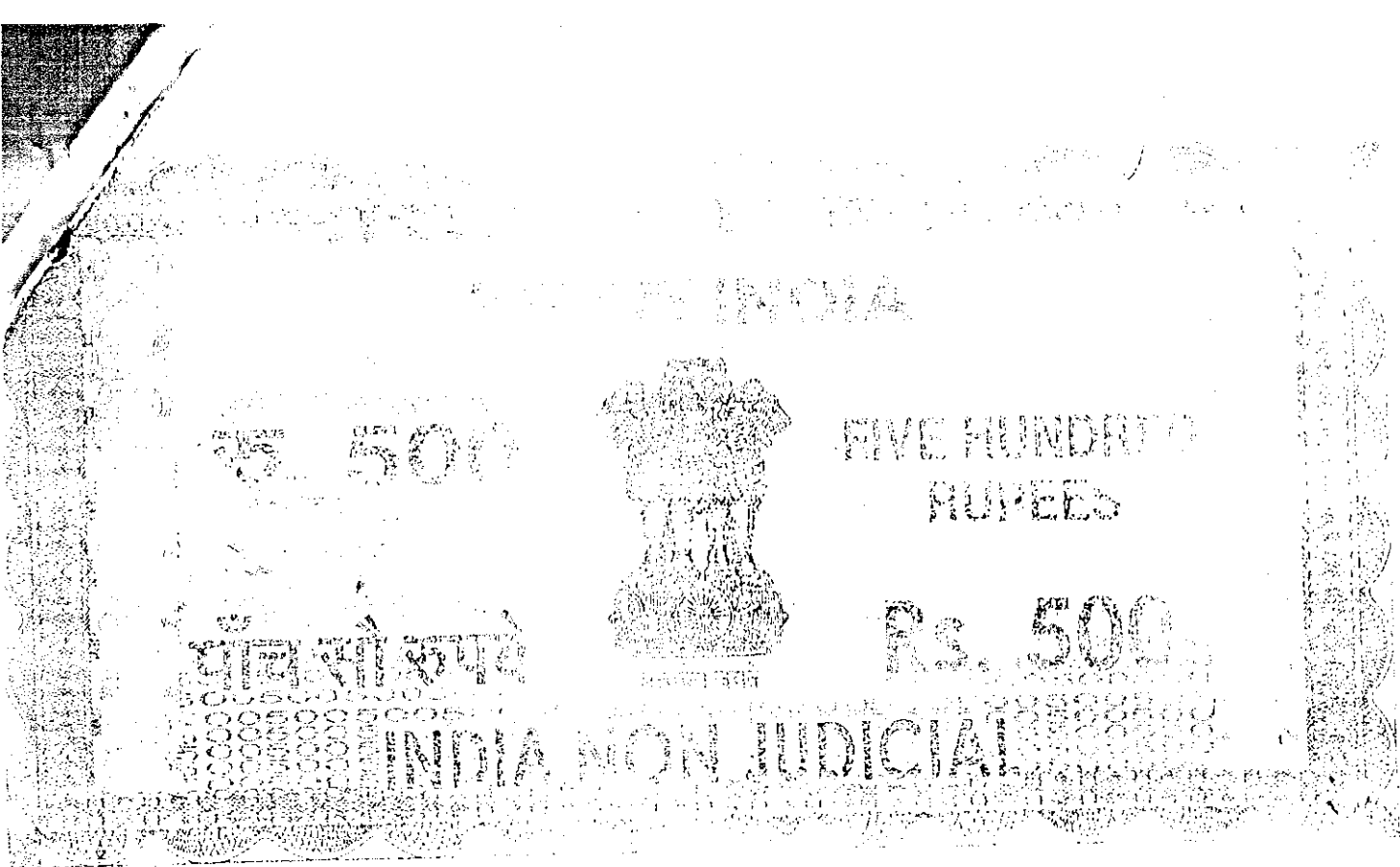
All the facts stated above are true to the best of my Knowledge, information and belief.

Dated this the 14th day of November 2018.

Vikram Purushotham Mane


MANAGING PARTNER,


MANAGING PARTNER



കേരളം കേരल KERALA
AGREEMENT FOR HIRING OF SINGLE AXLE 9 Mtr A/C
E-BUSES(ELECTRICALLY OPERATED) ON WET LEASE

G 185175

This Agreement is made on 14th day of November 2018.

BETWEEN

M/s. Kerala State Road Transport Corporation, A Government of Kerala undertaking, having its Head Office at Transport Bhavan, Fort, Thiruvananthapuram, Kerala, hereinafter called as 'the First Party', which expression unless repugnant to the context or meaning thereof shall mean and include its successors assigns and administrators to the office of the First Party.

AND

M/s. Mahavoyage LLP, having its registered office located at 94/100, Sitaram Poddar Marg, 14 Lungtha Bhuvan, 1st Floor, Fanaswadi, Mumbai-400002 hereinafter called as 'the Second Party', which expression shall unless contrary to the meaning of context thereof shall mean and include their heirs, successors, executors and administrators of the Second Party.

The First party floated Notice Inviting Tender No.ML3/ 008013/15 Dtd. 27-09-2018 for the Hiring of 10 Nos of Single Axle 9 Mtr AC E-Buses (Electrically operated) on wet lease.

First party published corrigenda on Notice Inviting Tender regarding critical

Mahavoyage
Mumbai

31/11/18

Mahavoyage LLP

[Signature]
GOWIN J. MACHANKARY IPS
Director
NOV 2018

Director

dates, technical specifications and tender terms on 9-10-2018, and 12-10-2018. The Notice Inviting Tender and all the corrigenda upon that form part of this agreement.

Whereas, the Second Party participated in the tender and won the tender invited by the first party for the Hiring of 10 Nos of Single Axle 9Mtr AC E-Buses (Electrically operated) on wet lease. Second Party expressed interest in leasing out 10 No of Olectra-BYD electric bus 9 Mtr having 32 passenger seats which meets all the specifications requisitioned in the Notice Inviting Tender for the transportation of passengers as stage / contract carriage.

Whereas the First Party, after evaluating the technical qualifications of the Second Party and being satisfied with the abilities of the Second Party, conducted rate negotiations and in turn the Second party offered Rs. 43.20 for the operations beyond 400.Kms. This was accepted by the First Party and they issued LOI (Letter of Intent) and asked the second party to enter into agreement.

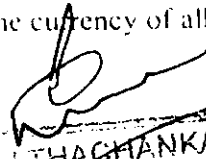
And now it is agreed between both the parties thereto as follows:-

A. CONTRACT & CONTRACT PERIOD-

1. The First Party agrees to Hire 10 Nos of Single Axle 9Mtr AC E-Buses (Electrically operated) on wet lease from the Second Party for a period of ten (10) years, from the date of providing the buses

BUS ITS SPECIFICATION & MAINTENANCE-

2. Olectra-BYD Single Axle 9Mtr AC E-Buses (Electrically operated) on wet lease mode bus shall be New (Chassis & Body; further chassis should not be older than six months from the date of delivery of fully built bus).
3. The Second Party shall have to provide the bus as per the Specification requirements of Notice Inviting Tender. Buses should be compatible with the Global positioning system (GPS) - GIS based vehicle tracking device.
4. The Buses provided by the Second Party shall remain in the administrative possession of the First Party. The control of the buses shall vest with the First Party. However, ownership & responsibility of the buses will be in the name of the Second Party.
5. All maintenance expenditure including expenditure on account of Tyres, Batteries, Spare parts, etc. and running, periodical maintenance, major repairs and any kind of repairs or maintenance and ensuring the currency of all statutory


S. M. J. THAGANKARY IPS
Managing Director

compliances of the contracted buses during the lease period shall be the responsibility of the Second Party.

6. The Second Party would be responsible for keeping the buses in operational condition and will maintain the same as per the Motor Vehicle Act -1988 and Rules made there under or Notification issued by any Government Gazette in this regard from time to time. The Second Party shall also be responsible to keep the buses clean and further to maintain the seats, tool box, first aid box, Spare wheel and other equipment's at their own expenses. The authorized representative of the First Party shall have a right to inspect the buses at any time to ensure the Second party is maintaining the buses as aforesaid.
7. The Second Party would be responsible to have a valid Fitness Certificate, Pollution Check certificate duly issued by the concerned government authority and comply with other state statutory requirement of respective state authorities. The expenditure on account in securing the fitness certificate, and any other statutory certificates will be borne by the Second Party.
8. During the currency of this lease agreement and while executing the contractual obligations of this agreement, if First Party is forced to bear any financial arrears/due /liabilities claimed by the RTO which occurred as a result of the activities of the Second Party, the First Party will realize the financial arrears/due /liabilities with cost from the bill/ security deposit/ amounts due to the Second Party. If the bills / security deposit / amounts due to First Party are not sufficient to make good the financial liability incurred to the First Party, the First Party will have the right to recover the all such losses including the cost initiating any sort of appropriate legal procedures including revenue recovery.
9. The Second Party shall have to run the contracted buses as per the time schedules provided by the First Party.
10. During the tenure of the agreement the Second Party shall not transfer or sell the buses without taking written consent of the First Party. If the Second Party transfers the ownership of any Bus/es, without taking prior written permission from the First Party, then the First Party can terminate the agreement of that particular bus/es after giving 30 days' notice and after analyzing & assessing the reply of the Second Party.
11. The Second Party will have to obtain written permission from the First Party if it wants to replace any bus(es) supplied to the First party by another bus of the

same quality & model, under the agreement. Upon replacement and commencement of operation of the bus, payments will be made as per agreed rates in accordance with the agreement.

B. DRIVER & CONDUCTOR-

12. The Second Party will provide the Driver with uniform at its cost and the running of the bus in the given routes will be the sole responsibility of the Second Party. The Second Party has to instruct and ensure that the Driver of the Bus shall follow all the orders / instructions, so issued by the Conductor appointed by the first party, which are in consonance to the orders / directions of the First Party.
13. The Driver of the Bus shall be treated as the employee of the Second Party. The Driver under no circumstances shall be considered to be an employee of the First Party. The driver should always possess a valid driving license and badge under the Motor Vehicle Act-1988.
14. The Second Party shall ensure that at all the time the Driver of the bus carries the requisite driving license. The Driving license should be valid to drive a Heavy Public Transport Vehicle. The Driver so deployed on the contracted buses should also be trained (should possess pass certificate) by the manufacture's driver training center. The Second Party under no circumstances shall entrust any other person in place of the authorized & trained driver to drive the buses under this contract. If at any stage it is found that this condition is being violated, the First Party has the right to levy penalty @ Rs. 1000 per such incident on the Second Party after serving Notice to the Second party giving seven days' time and receiving the explanation within the specified period and analyzing the explanation so received from the Second party.
15. The Driver of the Bus under contract shall carefully drive the Bus. He shall stop the Bus for alighting and boarding of passenger at every stop and at specified places and shall get in / out entry of the bus recorded at places identified by the First Party and as per the instructions given by the Conductor of First party.
16. The Driver of the Bus shall not take any sort of intoxication before or during the course of driving. If the Driver is found intoxicated or doing so, then the Second Party will be fully responsible for it. If at any stage it is found that this condition is being violated, the First Party after service of Notice giving Seven days' time

For: MAHA VOYAGE LLP

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S. N. CHANKARY IPS
Managing Director
Transport Corporation.

and after receiving the explanation within the specified period and after analyzing the explanation so received may levy penalty @ Rs. 1000 per such incident, with further understanding that the Second Party shall remove the driver from his roll with immediate effect.

17. The Second Party at the time of appointing the driver must ensure that the driver so appointed is not the terminated driver of the First Party. The driver selected by the Second Party to drive the contracted buses shall have to undergo medical examination at the time of his first selection and subsequently once in a year by medical board. The cost of such medical examination shall be borne by the Second Party.
18. The driver deputed by the Second Party would have to follow all the orders / directions, so issued by the First Party from time to time for operation of the bus and the Second Party along with his driver would be under an obligation to know such orders / directions, so that no default of such directions may take place on part of the Second Party. In case of repetitive default, in making compliance of the order / directions, so issued by the First Party, on advice of the First Party, the Second Party shall have to remove the driver from his roll.
19. In case the Second Party or his driver are involved and attached to any illegal act, which may initiate any legal action, in that case the First Party would further have a right to advise the Second Party to remove the driver from his roll or even keeping in view gravity of the case may consider canceling the Agreement of that bus.
20. It will be the sole responsibility of the Conductor appointed by the First Party to distribute and sell the tickets to the Passengers and collect the revenue from them along with filling the way bill and other formats prescribed by the First Party. The driver of the bus shall have no role in collecting fare / money from the passenger until and unless he is authorized officially by the First Party to do so (on case to case basis, in case the contracted bus is deployed on schedule without conductor)
21. The Second Party will be fully liable and responsible for the offences relating to the Bus and its driver, but will not be responsible and liable, for any act and misdeed of the Conductor. Losses if any occurred to the First Party, for

involvement of the driver in corruption / ill-legal activities, will be recovered from the Second Party.

22. The Second Party has agreed that in case the bus is operated without conductor on account of strike or on any other unavoidable reason, and if any passenger is found without ticket in the bus then the Second Party would be solely responsible for the said default and would liable to pay to the First Party a sum double the fare charged from the passenger along with a sum of Rs. 500/- as penalty per passenger.

C. INSURANCE & CLAIMS-

23. The Second Party shall get a comprehensive insurance policy, covering all the liabilities including liabilities arising out of riots, war, flood, and earthquake, etc. The said insurance policy would always remain with the First Party. In case of original Insurance cover is required by the Second Party for settlement of any accidental claim, etc. from the Insurance Company, the Insurance Copy can be obtained on temporary basis from the First Party keeping a photocopy therewith.
24. The renewal of the insurance will be done every year one month in advance by the Second Party and will be handed over the extended insurance policy to the First Party
25. In case of any accident, the Second Party and their Insurance Company would be solely responsible to contest the case at their cost and risk in MACT or any other relevant court of law/ in any other judicial forum. For all consequences and claims, arising out of the accident by the MACT or other relevant court, the Second Party and their Insurance Company would solely be responsible to settle such claims. In case the First Party is compelled to make the payment of any such compensation by MACT or by any court of law, then the Second Party, as well as the Insurance Company would reimburse equivalent amount including any extra cost incurred to the First Party. Similarly, any liabilities arising out of compensation awarded by the consumer court or any other courts of law (for which the Second Party or his driver is responsible) in respect of contracted bus shall also have to be borne by the Second Party during the entire period of the contract

D. OPERATIONAL RESPONSIBILITIES-

26. The buses will be plied on scheduled route as decided by the First Party. The scheduled time of the bus can be changed under intimation to the Second Party and the Second Party will have to follow such instructions. The Second Party during the period of the contract shall not ply the buses on any other route/s without the written permission of the First Party.
27. The operation of the bus can be fully or partially stopped by the First Party with immediate effect under intimation to the Second Party due to natural calamities, law and order situation, force majeure, harthals/bandhs, traffic jams etc. In such cases the Second Party will be eligible for rates as per the tariff of scheduled distance of operation. There would not be any payment for the non-operational period or at the higher tariffs of lower distance due to trip cancellations.
28. Kilometer calculation:- The difference in initial and final odometer reading while operating the schedules fixed by the First Party will be the kilometre considered for making payment. If the bus has to run any extra distances for parking of the bus at the approved parking place away from KSRTC stand and any kind of route deviation insisted by the government authorities/KSRTC for the smooth conduct of the service while operation of service will be considered at actual.

E. OPERATIONAL PERFORMANCE STANDARDS AND PENALTY PROVISIONS THERE ON

29. All performance norms are to be evaluated by the First Party on average of the specific vehicle that is operated from a particular depot on a monthly basis, unless and otherwise specified by the Second Party.
30. For the purpose of performance evaluation the new buses that are inducted in any month into the fleet shall be considered as deployed from the first day of the next calendar quarter by the First Party. (illustration- suppose 45 buses are deployed between January to March on different dates to a particular depot, their first year shall be reckoned from 1st April and so on)
31. Certain penalties are stipulated in the table in terms of kilometers. The actual penalty shall be calculated by multiplying the prevailing hiring rates to arrive at

the quantum of penalty in Rupee Terms. (Illustration: -Assuming the prevailing hiring rate is Rs 45.00 per KM and the applicable penalty is to be computed for 20 KM. The penalty payable by the Second Party shall amount to Rs. 45 X 20KMS = Rs.900)

32. During the operation of the Contracted Buses, if any penalty is imposed owing to shortcoming in the applicable performance standards, including but not limited to any break down, accident or an order issued by any court of law, where the Second Party is held responsible for the same, the Second Party shall be liable to pay such penalty / costs in addition to the penalty stipulated in terms of the below Table 1.
33. The parameters contained herein are only indicative in nature. The First Party, shall, in consultation with the Second Party may mutually agree on additional operational parameters, if any, as may be required for smoother operation of the buses.
34. The penalties prescribed below shall be payable by the Second Party, in the event of any shortcomings in the applicable performance standards, only if the Second Party is responsible for such shortfall. The Second Party shall not be liable to pay any Penalty, if such Shortcomings arose as a result of force majeure situation.

Table 1

Sl No	OPERATIONAL PARAMETER	NORM / STANDARD	PENALTY / REMARKS, IF ANY
1	Fleet / Bus Utilization in %	During the First year of operation - 98%, with a provision for reduction (@ of 0.5% for every year)	In case of a shortfall a Penalty @ 10 KM for every 0.05% shortcoming.
2	KM utilization in %	98% of the scheduled KM	The Penalty @ 10 KM for every 0.05%

	(non-fulfillment of scheduled KM requirement on cancellation of schedules / trips and KM curtailed due to BD)		shortcoming.
3.	Break- down of Contracted Buses calculated in terms of number of break downs	NIL	The Penalty @ 10 KM for every break down If the contracted vehicles suffered breakdown / Accident etc enroute the actual KM operated (to & fro) by KSRTC for their purpose will be the penalty.
4	Substitution of buses by KSRTC in case of Accident /BD etc		
5	Punctuality (Adherence to time schedule as prescribed by the KSRTC calculated in terms of %)	95% punctuality calculated on a day-to-day basis.	The penalty @ 5 KM for every 0.50% shortcoming. Notes- 1. Any late departure beyond 10 minutes from the scheduled departure time shall only be considered as late departure for the purpose of computing penalty. 2. Any delay in departure from the scheduled departure time owing to late arrival of the buses at the Depot due to any circumstance beyond the control of the operator / bidder shall not be considered for the purpose of

computing penalty.

- a. In case of vital default- like- AC not working, safety related issues the KSRTC can take a view not to send the bus on schedule till its rectification. In such instance if the operator is not able to substitute another bus of same kind for the schedule operation, KSRTC may provide its own buses for operation sufficient to availability where in the penalty as per relevant clauses will be made applicable.
- b. In all cases of minor defects where the KSRTC considered it appropriate to send the bus on schedule the penalty @ 05 KM per bus (even for one or more shortcoming) shall be levied.

The Penalty @ 5 KM for every incident of negligence brought to the notice of the bidder in writing.

All expenses at actual arising out of such repair shall be borne by the operator.

6 Cleanliness / presentability and functioning of all necessary equipment of the Contracted Buses at the time of departure from the workshop.

The KSRTC is authorized to inspect the Contracted Buses at the time of departure from the workshop or bus stand to ensure cleanliness-inside & outside, AC functioning, proper functioning of FFS equipment, door functioning for safety purpose, functioning of wiping system and lightings etc.

Includes any form of negligence on the part of the driver
such as -

7 Driver negligence

Not following directions of KSRTC Officials, non stopping for bidding passengers, not in uniform etc---

8 Any damage to fixed infrastructure belonging to the KSRTC.

No damage to the fixed infrastructure like- railing, street light, bus stop, terminals, parking places etc.

9	Loss of efficiency of battery due to ageing	during the operation. 1. Decreasing range in single charging from the offered range accepted	Penalty @ 1Km for every 10 Km Loss
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F. DUTIES OF THE FIRST PARTY:

35. Keeping in view that the Second Party is also a stakeholder in the project the First Party shall make best efforts to consult the Second Party in all activities and decisions. A working group with minimum of two (2) members of the Second Party and two (2) members of the First Party shall be constituted to discuss the issues, if any, on regular basis.
36. To finalize paint scheme / graphics of the Contracted Buses along with branding of the fleet, if considered necessary.
37. To arrange the requisite inspection of the Contracted Buses before despatch to ensure quality, paint graphics and optional fitment, if considered necessary.
38. To arrange the requisite permits and to finalize proper fleet management / scheduling of the Contracted Buses.
39. To take responsibility for revenue collection by deploying the bus conductors. To monitor the revenue collection and take necessary remedial actions to enhance the revenue. It shall be the prime responsibility of the First Party to make all possible efforts to have the best financial viability of the Contracted Buses.
40. The officers / inspectors of the first party will have the right to inspect the bus enroute while operating the services.
41. To arrange tickets and all necessary stationary.
42. To pay taxes and levies (GST) applicable from time to time, which are collected from the passengers.
43. To provide the Electricity as per mutually agreed terms on actual consumption as per the consumption norms/ provision laid down in Notice Inviting Tender and as undertaken by the Second party. First party will provide electrical input line only.

44. To provide parking facilities or/and space for the maintenance and upkeep of the buses, depending on the availability, on mutually agreed terms & conditions.
45. To issue operating instructions and any other advisory instructions from time to time to the drivers of the Second Party to maintain highest standard of services, including but not limited to safety, functionality and operationally of the Contracted Buses.
46. To ensure timely payments to the Second Party within the time frame to avoid any financial hardship to the Second Party.
47. **Force Majeure**- In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by it under the agreement, the respective obligation of the party affected by such Force Majeure shall after notice under the relevant article be suspended for the period during which such cause loss. The terms 'Force Majeure' as employed herein shall mean acts of god, war, riots or civil commotion, fires, floods and acts regulations of the Government or any of its authorized agencies.

G. TAXES & LEVIES-

48. The Second Party shall pay all fees and taxes which are levied on the bus, including but not limited to road tax, insurance, etc., whereas, all other taxes, which are levied on running on the bus including but not limited to Permit Fee, Stand Fee, Passenger Tax, Toll Tax, Entertainment tax, if any, GST on hiring payment, if applicable, etc., would be payable by the First Party
49. As per Income Tax rules, the First Party will deduct TDS, from the hiring payments of the Second Party. If the Second Party provides a certificate from the concerned Income Tax Officer, for not deducting Income Tax at Source, then the First Party shall not deduct any TDS, on the payment to be made to the Second Party.

II. PAYMENT-

50. The First Party would be liable to pay the Hiring charges to the Second Party on per operated KM basis as per the rates offered in the Tender and subsequently offered in further negotiation for which the Second party has agreed.

Sl. No.	Vehicle utilization / schedule Km	Hiring rates per KM (Excluding Taxes)
1	125-150	Rs. 85.50
2	151-175	Rs. 84.96
3	176-200	Rs. 75.06
4	201-225	Rs. 67.41
5	226-250	Rs. 59.40
6	251-275	Rs. 58.05
7	276-300	Rs. 53.91
8	301-325	Rs. 50.67
9	326-350	Rs. 47.88
10	351-399	Rs. 46.17
11	400 and above	Rs. 43.20

51. The First Party will release payment for 300 kms @ Rs.43.20 per kilometer per bus per day on everyday to the Second Party. In case of a Bank Holiday or a Non-Banking Saturday and Sunday, the payments for all such days would be cumulatively made on the immediate next banking day. For reconciliation and to release the balance payment purposes, the Second Party will submit the bills once in every week. On receipt of the weekly bills from the second party, the First Party will process the bills and if any objections are raised or any additional information is required the same will be communicated at a time to the Second Party within seven (7) working days from the date of submission of the bills. If there are no objections, then the First Party, within fifteen working days from the date of receiving the bills, will make balance (full & final) payment to the Second Party. If the payment is delayed for more than 10 working days (the delay for which the Second Party is not responsible) then for the delayed days

the First Party will further be liable to pay interest @ 12% as an additional payment to the Second Party.

52. *GST on hiring charges, if applicable and paid by the Second Party will be reimbursed by the First Party to the Second Party on production of proof of payment.*

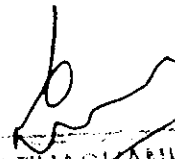
I. KILOMETER PER KWh:

53. The First Party has stipulated in the Notice Inviting Tender that the consumption of Electricity in KWh per Km shall be less than 1.5 for all kind of operational circumstances.
54. The Electricity will be provided for charging of batteries by the First Party up to the accepted KWh/Km of 1.5 KWh. Any amount of electricity consumed extra beyond the approved KWh/Km will be at the cost of the Second Party and will not be borne by the First Party.
55. The hiring payment and all other payment of any nature to be made by the First Party to the Second Party will be through RTGS for which the Second Party shall have to open an ESCROW account in any nationalized /scheduled bank under intimation to the First Party. If necessary, the First and the Second Party and his financier may sign a triplicate agreement to have clarity and confidence amongst each others. (This will facilitate loaning arrangement to the Second Party without having any additional financial liability to the First Party)

J. TERMINATION-

56. The period of this Agreement would be of 10 years. Even during the period of the contract both the parties would be at the liberty to withdraw themselves from the contract / agreement in case of breach of any major terms and condition of the contract or on any other administrative ground giving three months explanatory written notice to the other party.

TO MANA VOTASE...
V...
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POMIN J THACHANKARY IPS
Chairman & Managing Director
Kerala State Road Transport Corporation
Thiruvananthapuram - 695 013

K. SERVICE OF NOTICE-

57. All the Notices to be given, documents to be issued and other actions to be taken by the First Party will be done by the Chairman & Managing Director, or his authorized officers of the First Party.
58. The service of the notice to the Second Party would be treated as complete, if such notice is given to the authorized representative of the Second Party through the registered post either at their residential or official addresses. In case of refusal to accept any letter or notice by the Second Party, as specified above, the First Party will have a right to remove the bus from its operation.
59. The service of notice by the Second Party to the First Party would be through their authorized representative and it would be treated as complete on issuance of receipt by the authorized officer of the First Party or Managing Director. The notice can otherwise be sent by the Second Party through registered post.

L. ARBITRATION-

60. In the event of any dispute or difference of opinion between both the parties on this agreement or even on any other issues related to operation of the buses, every effort shall have to be made to resolve the issue amicably by discussion between both parties. To discuss and resolve the issues amicably a working group of two representatives each of both parties may be constituted to have periodical meetings.
61. In the event of failure to resolve the differences through discussion in working group (after recording the discussion and difference of opinion), the matter shall be referred to the sole Arbitrator- MD-of the First Party or a person appointed by him and the decision of the Arbitrator shall be final and binding on the both the parties. The Arbitration proceeding shall be in accordance with Arbitration & conciliation Act 1988.

M. JURISDICTION-

62. All disputes will be subject to the jurisdiction of Thiruvananthapuram court

[Handwritten signature]

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TOMIN J. KUNJACHANKARY IPS
Chairman & Managing Director
Kerala State Road Transport Corporation


N. GENERAL-

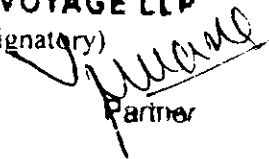
63. Before the operationalization of the buses, the Second Party will be required to put the name of "the First Party" on both the sides of the bus and other logos and phrases as per advice of the First Party. On the expiry of this contract, the Second Party will get the color graphics and other writings deleted, which otherwise mentioned on the bus as per this clause. The expenses in this regard would be borne by the Second Party.
64. An Officer duly authorized by the Chairman & Managing Director of the First Party, would alone be authorized to act on all the clauses in pursuant to this Agreement.
65. For removal of any difficulty in implementation of this contract the Chairman & Managing Director of the First Party, shall be authorized to intervene and take necessary steps and taking into confidence to the Second Party, can make suitable modifications without materially altering the terms and conditions of the contract.
66. In case, on issuance of any order / direction by the Central Government, State Government, Supreme Court, High Court or by any other Court of law and if the same affects the operation of the buses, then the direction would have been followed by both the First Party and the Second Party on mutual agreed terms and conditions.
67. This Agreement shall not be amended, altered or modified or any provision hereinafter shall not be waived off except by an instrument in writing expressly referring to this Agreement and signed by the duly authorized representative of both the parties and the Second Party, no verbal agreement of conduct of any nature relating to the subject matter hereof to the relationship between the parties will be considered valid and enforceable.
68. The terms & conditions mentioned above shall over-ride all other Communications either written or verbal, which may have taken place before this date between the First and Second Party.

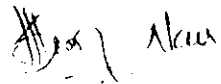
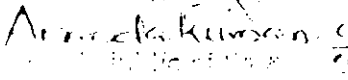
This Agreement is executed with consent of both the parties on this 14th day of November 2018 and both the parties and witnesses to this Agreement have signed the Agreement

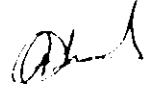
For and on behalf of
The First Party

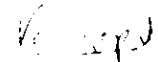
for and on behalf of
The Second Party.

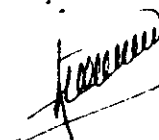

THAGANKARY IPS
(Authorized Signatory)
Chairman & Managing Director
Kerala State Road Transport Corporation
Thiruvananthapuram - 695 023


For MAHA VOYAGE LLP
(Authorized Signatory)

Partner

Witness - 1. 

Arun Kumar

Witness - 1. 
DHARVASHHEEL A J

Witness-2 
Managing Director
(KSRM Corporation)

Witness-2 
SANDEEP CHAVAN


SANDEEP CHAVAN