

15 -ാം കേരള നിയമസഭ

7 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 2079

09-12-2022 - ൽ മറുപടിയ്ക്ക്

കെ.എസ്.ആർ.ടി.സി. - സിസ്റ്റം ബസ്

ചോദ്യം		ഉത്തരം	
ശ്രീ എം വിൻസെന്റ്		ശ്രീ ആന്റണി രാജു (ഗതാഗത വകുപ്പ് മന്ത്രി)	
(എ)	<p>സർക്കാരിന്റെ പ്ലാൻ ഫണ്ട് ഉപയോഗിച്ച് കെ.എസ്.ആർ.ടി.സി.സിസ്റ്റിന് ബസ്സ് വാങ്ങിയത് ഏത് ഉത്തരവിന്റെ അടിസ്ഥാനത്തിലാണെന്ന് വ്യക്തമാക്കുമോ; പകർപ്പ് ലഭ്യമാക്കാമോ;</p>	(എ)	<p>2021-22 പ്ലാൻ ഫണ്ട് ഉപയോഗിച്ചാണ് കെ.എസ്.ആർ.ടി.സി.-സിസ്റ്റിനായി 116 ബസുകൾ വാങ്ങിയത്. 28.10.2021-ലെ സ.ഉ.(സാധാ) നം. 369/2021/ഗതാഗതം, 22.12.2021-ലെ സ.ഉ.(സാധാ) നം. 461/2021/ഗതാഗതം, 04.03.2022-ലെ സ.ഉ.(സാധാ) നം. 95/2022/ഗതാഗതം എന്നീ ഉത്തരവിന്റെ അടിസ്ഥാനത്തിലാണ്. ആയതിന്റെ പകർപ്പുകൾ അനുബന്ധമായി ചേർക്കുന്നു.</p>
(ബി)	<p>കെ.എസ്.ആർ.ടി.സി.സിസ്റ്റം കെ.എസ്.ആർ.ടി.സി.യും തമ്മിൽ കരാറുകളോ ധാരണാപത്രമോ ഉണ്ടാക്കിയിട്ടുണ്ടോ; എങ്കിൽ പകർപ്പ് ലഭ്യമാക്കാമോ?</p>	(ബി)	<p>ഉണ്ട്. പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.</p>

സെക്ഷൻ ഓഫീസർ

Handwritten notes: "H & CAO", "Get this", "funder", "who", "20/10/2021", "CMD", "KSRTC".



GOVERNMENT OF KERALA

Abstract

Kerala State Road Transport Corporation - Annual Plan 2021-22 - Purchase of buses - Release of Rs.15,71,98,802/- as first instalment - Sanctioned - Orders issued.

TRANSPORT (A) DEPARTMENT

G.O.(Rt)No.369/2021/TRANS Dated, Thiruvananthapuram, 28/10/2021

- Read 1 GO(Rt)No.413/2020/Trans dated 09.12.2020.
- 2 Letters (3 nos) of No. Bud1-008797/2020 dated 17.09.2021 from the CMD, KSRTC.
- 3 GO(Rt)No.329/2021/Trans dated 26.09.2021.

ORDER

In the Government order read as 1st paper above, administrative sanction was accorded to procure the following types of buses in Kerala State Road Transport Corporation (KSRTC) by utilizing the plan fund of Rs.50 Crore allotted under the Head of Account '5055-00-800-79 (P) - Modernization and Quality Improvement of fleet' for the year 2020-21.

- 1. AC Premium Sleeper buses - 8 Nos. (Rs.10.40 crore)
- 2. AC Semi - Premium seater buses - 20 Nos. (Rs.10.80 crore)
- 3. Conventional Air Suspension Buses - 72 Nos. (Rs.28.80 crore)

In the Government Order read as 3rd paper above, administrative sanction was accorded for the conversion of 1000 High Speed Diesel (HSD) buses to Compressed Natural Gas (CNG) buses at an estimated cost of Rs.100 crore by utilizing the plan fund allotted under the head of account '5055-00-800-79 (P) - Modernization and Quality Improvement of fleet' for the year 2021-22.

2. The Chairman & Managing Director, KSRTC has informed, as per the letters read as 2nd paper above, that based on the administrative sanction accorded vide Government order read as 1st paper above,

Handwritten signature: 29/11/2021 F.A. dc. A. O.

Handwritten notes on the left margin: "28/10/2021", "H & CAO".

KSRTC has invited e-tenders for the procurement of the buses, released purchase order for procuring 8 Nos. of AC Premium Sleeper buses and released letter of intent for the purchase of 20 Nos. of AC Semi Premium seater buses as well as 72 Nos. of Conventional Air Suspension Buses, the details of which is as shown below:

AC Premium Sleeper buses (8 Nos.)

- Name of suppliers = M/s. VE Commercial Vehicles Ltd (VOLVO), Bengaluru
- Amount per chassis = Rs.99,00,000/-
- Amount per body = Rs.39,50,000/-
- Total rate per bus = Rs.1,38,50,000/- (99,00,000 + 39,50,000)
- Total cost of 8 buses = Rs.11,08,00,000/-

AC Semi - Premium seater buses (20 Nos.)

- Name of suppliers = M/s. Ashok Leyland Ltd., Kochi
- Amount per chassis = Rs.23,28,700/-
- Amount per body = Rs.23,83,600/-
- Total rate per bus = Rs.47,12,300/- (23,28,700 + 23,83,600)
- Total cost of 20 buses = Rs.9,42,46,000/-

Conventional Air Suspension Buses (72 Nos.)

- Name of suppliers = M/s. Ashok Leyland Ltd., Kochi
- Amount per chassis = Rs.18,92,000/-
- Amount per body = Rs.14,86,800/-
- Total rate per bus = Rs.33,78,800/- (18,92,000 + 14,86,800)
- Total cost of 72 buses = Rs.24,32,73,600/-

The Chairman & Managing Director, KSRTC has informed that as per the conditions of the Notice Inviting Tenders, when the chassis is billed in favour of KSRTC and transferred for body building, KSRTC has to make a part payment of 60% of the total agreed price of the chassis as first instalment. It is also informed that the above payments is to be released against Bank Guarantee (BG) only and this necessitates that the bank guarantee is to be got confirmed from the concerned bank directly by KSRTC. The total amount required for the payment of first instalment is Rs.15,71,98,802/-, details of which is as shown below:

AC Premium Sleeper buses (8 Nos.)

60% of the amount of chassis for one bus = Rs.59,40,000/-
60% of the amount of chassis for 8 buses = Rs.4,75,20,000/-

AC Semi - Premium seater buses (20 Nos.)

60% of the amount of chassis for one bus = Rs.13,97,220/-
60% of the amount of chassis for 20 buses = Rs.2,79,44,402/-

Conventional Air Suspension Buses (72 Nos.)

60% of the amount of chassis for one bus = Rs.11,35,200/-
60% of the amount of chassis for 72 buses = Rs.8,17,34,400/-

Hence the CMD, KSRTC has requested to sanction and release the above said amounts of Rs.4,75,20,000/-, Rs.2,79,44,402/- and Rs.8,17,34,400/- to KSRTC as plan fund from the head of account '5055-00-800-79 - Modernization and Quality Improvement of fleet'.


3. Government have examined the matter in detail and are pleased to release Rs.15,71,98,802/- (Rupees Fifteen Crore Seventy One Lakh Ninety Eight Thousand Eight Hundred and Two only) under the head of account '5055-00-800-79 (P) - Modernization and Quality Improvement of fleet' to the PSTSB account of KSRTC, for the payment of first instalment for the purchase of buses, as plan fund on the condition that KSRTC should ensure the payment only after the receipt of invoice and bank guarantee. This release is subject to the guidelines stipulated in the Government Orders G.O.(P)No.88/2018/Fin dated 11.06.2018, G.O. (P)No.100/2018/Fin dated 03.07.2018 and Circular No.1/2021/Fin dated 04.01.2021.

(By order of the Governor)
Biju Prabhakar
Secretary

The Chairman and Managing Director, Kerala State Road Transport Corporation, Thiruvananthapuram
The Accountant General (A&E/Audit), Kerala, Thiruvananthapuram
The District Treasury Officer, District Treasury, Thiruvananthapuram
The Sub Treasury Officer, Secretariat Sub Treasury, Thiruvananthapuram
The Planning & Economic Affairs Department
Finance (Planning -B) Department
Finance (PU-A) Department

(vide file No: PU-A2/108/2021-Fin dated 18.10.2021)
The Information and Public Relations (Web & New Media) Department
(for publishing in official website)
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PA to Secretary, Transport Department

Forwarded /By order


Section Officer



GOVERNMENT OF KERALA

Abstract

Kerala State Road Transport Corporation - Plan fund 2021-22 - Modernization and Quality Improvement of Fleet - of 2nd instalment, Rs.29,11,20,798/-Released - Orders issued.

TRANSPORT (A) DEPARTMENT

G.O.(Rt)No.95/2022/TRANS Dated,Thiruvananthapuram, 04-03-2022

- Read 1 GO(Rt)No.413/2020/TRANS dated 09.12.2020
- 2 GO(Rt)No.369/2021/TRANS dated 28.10.2021
- 3 G.O.(Rt)No.461/2021/TRANS dated 22.12.2021
- 4 Letter No.Bud1-008797/2020 dated 25.01.2022 from the Chairman & Managing Director, Kerala State Road Transport Corporation.

ORDER

During the Financial year 2020-2021, Administrative sanction was accorded to Kerala State Road Transport Corporation (KSRTC) in principle for the purchase of 100 numbers of buses at a total cost of Rs.50 crore from Plan fund under the Head of Account '5055-00-800-79 (P) - Modernization and Quality Improvement of fleet', vide Government Order read as paper 1st above. However, this amount was not released to KSRTC during the Financial year 2020-21. Since it is a committed expenditure for the Financial year 2020-21, the amount is proposed to be met during the Financial year 2021-22 from the Budget provision. Accordingly in the the Financial year 2021-22, an amount of Rs.15,71,98,802/- was released to KSRTC as 1st instalment for the payment towards the cost of 60% of the total agreed price of the 100 numbers of chassis, vide Government Order read as paper 2nd above. Thereafter, Administrative sanction was accorded for utilizing the anticipated savings amounting to Rs.5,16,80,400/- from the plan allocation under the Head of Account 5055-00-800-79(P) for purchasing 16 Nos of conventional air suspension buses additionally and also released the amount, vide Government Order read as paper 3rd

above.

2. The Chairman & Managing Director (CMD), KSRTC, as per the letter read above, informed that KSRTC had already paid an amount of Rs.15,71,98,802/- to the Suppliers (M/s V E Commercial Vehicles Ltd (VOLVO) & M/s Ashok Leyland Ltd) against the Bank guarantee towards the cost of 60% of the total agreed price of the 100 Nos of chassis as 1st instalment. The CMD also informed that the balance amount of Rs.29,11,20,798/- is to be paid to the suppliers under the following terms and conditions.

Chassis

30% of the balance payment of agreed price of the chassis will be made within 30 days of delivery of bus and acceptance at delivery point specified in the purchase order.

10% of the balance of agreed price of chassis will be made after 30 days from the date of registration of the bus and its satisfactory performances.

Bus body

90% of the agreed price of the bus body will be made within 30 days of delivery of bus and acceptance at delivery point specified in the purchase order.

10% of the balance of agreed price of bus body will be made after 30 days from the date of registration of the bus and its satisfactory performances.

The total the cost of chassis (Rs.10,47,99,200/-) and the cost of body building (Rs.18,63,21,600/-) amounts to Rs.29,11,20,800/-. In view of this, the CMD, KSRTC has requested to sanction and release the balance amount of Rs.29,11,20,798/- to KSRTC as the 2nd and final instalment of Plan fund for the purchase of 100 numbers of buses, at the earliest.

3. Government have examined the matter in detail and are pleased to release the balance amount of Rs.29,11,20,798/- (Rupees Twenty Nine Crore Eleven Lakh Twenty Thousand Seven Hundred and Ninety Eight only) from the Head of Account '5055-00-800-79 (P) - Modernization and Quality Improvement of fleet' to the STSB account No.799012700002234 of the FA&CAO, KSRTC for the purchase of 100 numbers of buses, subject to the usual fund release conditions of plan fund. The buses shall be registered in the name of CMD, KSRTC - SWIFT Ltd.

(By order of the Governor)
BIJU PRABHAKAR

SECRETARY

The Chairman and Managing Director, Kerala State Road Transport Corporation, Thiruvananthapuram

The Accountant General (A&E/Audit), Kerala, Thiruvananthapuram

The District Treasury Officer, District Treasury, Thiruvananthapuram

The Sub Treasury Officer, Secretariat Sub Treasury, Thiruvananthapuram

The Planning & Economic Affairs Department

Finance (Planning-B) Department

Finance (PU-A) Department (vide file No:PU-A2/126/2021-Fin dated 03.03.2022)

The Information and Public Relations (Web & New Media) Department (for publishing in official website)

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Signed by Radhakrishnan S
S

Date: 08/03/2022 11:54:08



GOVERNMENT OF KERALA

Abstract

Kerala State Road Transport Corporation - Plan fund 2021-22 - Modernization and Quality Improvement of Fleet - Purchase of 16 conventional air suspension buses - Administrative sanction and sanction for release - Orders issued.

TRANSPORT (A) DEPARTMENT

G.O.(Rt)No.461/2021/TRANS Dated,Thiruvananthapuram, 22/12/2021

Read 1 GO(Rt)No.413/2020/TRANS dated 09.12.2020

2 G.O.(Rt)No.329/2021/TRANS dated 26.09.2021

3 Letters No.Bud 1-008797/2020 dated 03.09.2021 and 18.11.2021 from the Chairman & Managing Director, KSRTC

ORDER

Administrative sanction was accorded as per Government order read as paper 1st above for an amount of Rs.50.00 Crore for 'Modernization and Quality Improvement of Fleet' under the head of account 5055-00-800-79(P) to Kerala State Road Transport Corporation (KSRTC) during the financial year 2020-2021. Accordingly, proceedings were issued by KSRTC for the purchase of tools and machinery and also tender process initiated for the purchase of 8 numbers of premium super class AC sleeper buses (Rs.10.40 crore), 72 numbers of deluxe air suspension non AC buses (Rs.28.80 crore) and 20 numbers of AC seater buses (Rs.10.80 crore), i.e. a total of 100 buses. However, the amount was not released to KSRTC during 2020-21. Since it is a committed expenditure for the year 2020-21 the amount is proposed to be met during 2021-22 from the budget provision.

2. In the financial year 2021-22 a budget provision of Rs.50 Crore is provided to KSRTC for 'Modernization and Quality Improvement of Fleet', which mainly aims for the conversion of existing High Speed Diesel (HSD) buses into CNG buses. As per the Government order read

as paper 2nd above, administrative sanction is accorded to convert 1000 HSD buses to CNG at an estimated cost of Rs.100 crore, under the head of account 5055-00-800-79 (P).

3. The CMD, KSRTC as per the letters read as paper 3rd above informed that in order to purchase the buses, KSRTC had invited e-tender and the L1 vendors (lowest bid) for AC semi premium and conventional air suspension buses had quoted an amount of Rs.47,12,300/- and Rs.33,78,800/- as against the amount quoted in the primary estimates of Rs.54 lakh and Rs.40 lakh respectively and hence the total amount for the procurement of 100 buses comes only Rs.44,83,19,600/- and thus, there is a savings of Rs.5,16,80,409/- available out of the Rs.50 Crore sanctioned as plan fund for the purchase of buses. The CMD, KSRTC has requested to accord sanction to utilize this savings for the purchase of new 16 conventional air suspension buses additionally. It is also informed that the total amount required for the purchase of 16 Nos. of conventional air suspension buses is Rs.5,40,60,800/- and if the Government accords sanction for the purchase of 16 conventional air suspension buses additionally, by utilizing the savings of Rs. 5,16,80,400/-, KSRTC will be borne the balance amount of Rs.23,80,400/- from its own resources. Component wise break up of expenditure of the proposed 16 new buses is as follows:

Type of buses	Number of buses	Rate per bus (In Rupees)	Total (In Rupees)
Conventional Air Suspension Buses	16	33,78,800	5,40,60,800

4. Government have examined the matter in detail and are pleased accord administrative sanction for utilising the anticipated savings of Rs.5,16,80,400/- (Rupees Five Core Sixteen Lakh Eighty Thousand and Four Hundred only) from the plan allocation earmarked to KSRTC under the head of account 5055-00-800-79(P) for purchasing 16 numbers of conventional air suspension buses. Sanction is also accorded to release the amount to the PSTSB account (799012700002234) of KSRTC.

(By order of the Governor)
Biju Prabhakar
Secretary

The Chairman and Managing Director, Kerala State Road Transport Corporation, Thiruvananthapuram

The Accountant General (A&E/Audit), Kerala, Thiruvananthapuram

The District Treasury Officer, District Treasury, Thiruvananthapuram

The Sub Treasury Officer, Secretariat Sub Treasury, Thiruvananthapuram

The Planning & Economic Affairs Department

Finance (Planning-B) Department

Finance (PU-A) Department

(vide file No:PU-A2/126/2021-Fin dated 18.12.2021)

The Information and Public Relations (Web & New Media) Department

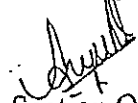
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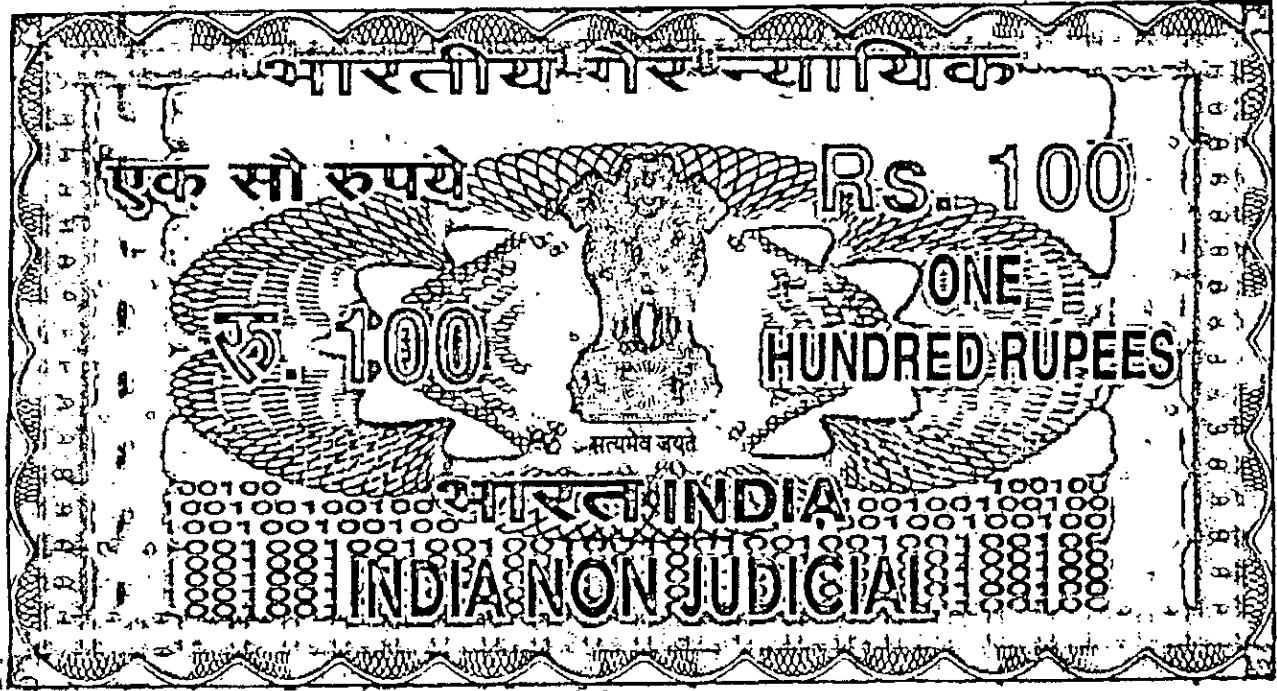
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PA to Secretary, Transport Department

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Section Officer


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AGREEMENT FOR HIRING BUSES WITH CREW

This agreement is made at Thiruvananthapuram on this the 20nd day of September, 2022 by and between

The Kerala State Road Transport Corporation, Thiruvananthapuram formed under the RTC Act, 1950 having its Head Office at 'Transport Bhavan', Fort.P.O, Thiruvananthapuram represented by Sri. Biju Prabhakar IAS, in his capacity as its Chairman & Managing Director (hereinafter referred to as '**First Party**') which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, administrators and assigns)

And

The KSRTC -SWIFT Ltd. is a Company incorporated by Government of Kerala, and is registered under the Indian Companies Act having its Corporate Office at Anayara, Thiruvananthapuram represented by Sri. Biju Prabhakar IAS, as its Chairman & Managing Director (hereinafter referred to as '**Second Party**') while expression shall be unless repugnant to the context include its successors, administrators and assigns).

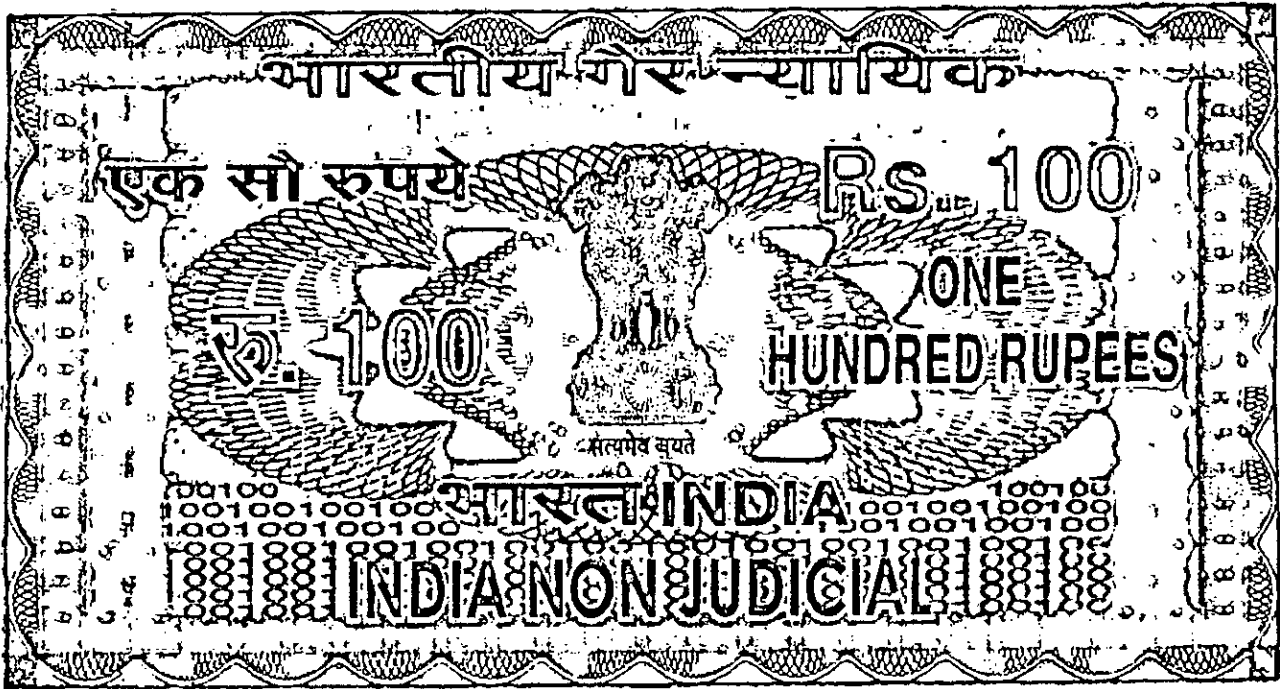
No: 7128
-9-2022

[Signature]
BIJU PRABHAKAR IAS
Chairman & Managing Director
Kerala State Road Transport Corporation
Thiruvananthapuram

Stamp Vendor, Attakuttappara, TVM

NIKHIL V.G. BA. Eng(Lit), MBA
00/n

[Signature]
PRINCIPAL
BIJU PRABHAKAR IAS
Chairman & Managing Director
KSRTC SWIFT LTD.
Thiruvananthapuram



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Whereas the First Party is a Statutory Corporation incorporated under RTC Act and engaged in operation of public transport buses throughout the State of Kerala and in any extended area.

Whereas the Second Party is a registered limited company providing necessary infrastructure, technical, managerial, operation support to KSRTC for efficiently running its long distance service of KSRTC under an agreement with KSRTC.

Whereas the First Party intends to hire buses with crew from the Second Party with an objective of providing efficient, adequate, economical and properly co-ordinated system of road transport services to the public.

Whereas the Board of Directors of KSRTC has accorded sanction for hiring of buses from KSRTC-SWIFT in its 412nd meeting on 07/07/2022 vide agenda No.56/412/2022 and has been approved by the Board of Directors of KSRTC-SWIFT vide No.004/007 dated-24/08/2022.

Whereas the Second Party agrees to provide buses to the First Party in accordance with, the agreed terms and conditions as per this agreement.

[Signature]
BIJU PRABHAKAR I
 Chairman & Managing Dir
 KSRTC-SWIFT LTD.
 Thiruvananthapuram

[Signature]
BIJU PRABHAKAR IAS
 Chairman & Managing Director
 Kerala State Road Transport Corporation
 Thiruvananthapuram

[Signature]
NIKHIL V.G. BA. Eng(Lit), MBA
 Stamp Vendor, Attakulangara, TVM



No: 7129
 17-9-2022

Whereas the parties have now decided to agree this understanding into writing as follows:

Now this agreement witnesses herein as follows:

1. Tenure: This agreement shall be deemed to have been commenced from 11/04/2022 and be valid for the period of ten years.
2. Scope of Agreement: The First Party hires buses with crew from Second Party in accordance with the terms and conditions of this agreement as agreed by the Second Party and the First Party.
3. It shall be the duty of the Second Party to provide sufficient number of buses with Drivers-cum-conductors on mutually agreed hiring rate from time to time. That, Second Party shall appoint only those people who have valid driving license/Conductor License and other prescribed qualifications as per the Motor Vehicle Act, 1988 or any other applicable legislations in force. The crew deployed should be sufficiently trained and shall be in Uniform while on duty as approved by the Second Party.
4. The ownership of the buses will remain with the Second Party and the operational control of the buses shall be under the responsibility of the First party. The first party shall operate these buses on different routes as per the demand of passenger in an efficient manner.
5. The Second Party agrees to provide buses as per the mutually agreed rate which shall be approved by the KSRTC Board from time to time.
6. The daily collections have to be remitted by the Crew to the accounts of KSRTC through the Ticket and Cash counter of KSRTC on the same day itself or on completion of duty or any interim receipt as followed in KSRTC and acknowledge the receipt. No short remittance is permitted and shall return the ETM in good condition without making defect to

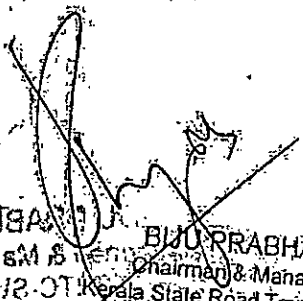
SAI RAKHABA
Chairman & Managing Director
KSRTC-SWIFT LTD.
Thiruvananthapuram

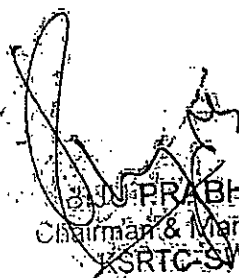
BIJU PRABHAKAR IAS
Chairman & Managing Director
Kerala State Road Transport Corporation
Thiruvananthapuram

BIJU PRABHAKAR IAS
Chairman & Managing Director
KSRTC-SWIFT LTD.
Thiruvananthapuram

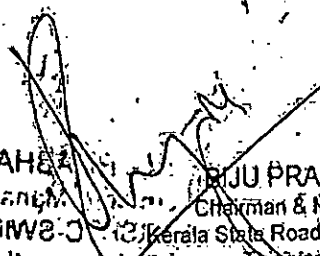
the machine along with proper accounts of manual tickets issued. KSRTC will report any short-fall, Tampering of ETM, Manipulations, Theft etc, if any, made by the Staff of the Second party within 24 hrs.

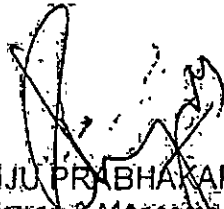
7. The Second Party has to raise the demand note for the amount to be paid on daily/weekly basis.
8. The terms of payment will be further reviewed as per decision of the Board of KSRTC verifying the feasibility for a period of six months.
9. The Scheduled Kilometer for each operated bus, that is, the actual daily kilometer operated only shall be considered for calculating payment.
10. The Second party shall note the odometer reading (during the start & end of operations) on daily basis. And the KSRTC-SWIFT management shall verify the Odometer reading and the Odometer reading of each bus shall be recorded in the logbook and the first party shall verify the demand as per this record.
11. The Second Party shall be responsible to have valid statutory documents for service operations of buses such as Fitness Certificate, Pollution Check certificate, Etc.
12. The Second Party shall be responsible for obtaining minimum third party insurance policy. The MACT proceedings arising out of buses owned by Second Party have to be conducted by KSRTC-SWIFT and compensation has to be paid by it.
13. The Second Party shall be responsible for registration of buses and other MVD formalities, whereas KSRTC is responsible for route permit, payment of toll/tax etc.
14. It is the responsibility of the Second Party to ensure that the crew should report with the bus ready for service before 15 minutes of scheduled departure of service. The First Party shall inform in writing any delay on the part of Crew of any losses included due to non-report of Crew.
15. The First Party shall provide the fuel and other Consumables as per mutually agreed terms on actual consumption as per the consumption and shall maintain the proper records.


BIJU PRABHAKAR IAS
Chairman & Managing Director
Kerala State Road Transport Corporation
Thiruvananthapuram


BIJU PRABHAKAR IAS
Chairman & Managing Director
KSRTC-SWIFT LTD.
Thiruvananthapuram

16. The Second Party shall 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.
17. The First party shall ensure that all maintenance including expenditure on account of Tyres, Batteries, Spare parts, etc. and running, periodical maintenance, major repairs and any kind of repairs or maintenance during the lease period shall be properly done by the First Party and expenditure thereof shall be borne by the Second Party. The cost of spares / consumables used shall be deducted from the due amount to be paid by the First Party. However no labour charges shall be claimed by the First Party for the repairs
18. The Crew/employees under no circumstances shall be considered to be an employee of the First Party. The First Party shall be indemnified by the Second Party in claims arising out of the labour disputes. It should also be ensured by the Second Party that the staff engaged by it shall not have any claim including employment for future in KSRTC or in statutory bodies or in any other government bodies.
19. The payment of wages and compliance of all other statutory formalities in connection with the crew shall be done by the Second Party.
20. The First Party shall arrange the inspection of the buses by the inspectors of KSRTC, if considered necessary and misappropriation if any noticed on the crew engaged by the Second party, shall be reported and the Second Party shall take suitable action as deemed fit.
21. In case of any accident, the Second Party and their Insurance Company would be solely responsible to contest the case at their own cost and risk in MACT or any other relevant court of law/ in any other judicial forum.
22. The First Party will not pay any additional amount/ Bata /monetary benefits/allowance to KSRTC SWIFT / Crew other than the per kilometer rate fixed.


BIJU PRABHAKAR IAS
 Chairman & Managing Director
 Kerala State Road Transport Corporation
 Thiruvananthapuram


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 Chairman & Managing Director
 KSRTC SWIFT LTD.
 Thiruvananthapuram

23. The Second Party shall provide the audited income and expenditure statement to the First Party on a quarterly basis.
24. The buses will be deployed for services in various depots throughout Kerala as per the requirement of KSRTC and shall operate in state and inter-state services.
25. The crew engaged by the Second Party shall maintain discipline and standard towards the KSRTC staff as well as the passengers and the KSRTC employees shall also extend courtesy.
26. The Board of Directors of the First Party shall have the power to amend the terms and conditions of the agreement under mutual consent.

27. Confidentiality

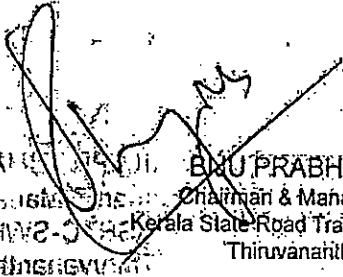
Acknowledge that by virtue of entering with this agreement they may at times agree that they will not disclose confidential information assessed or material without the consent of the other party and unless such disclosure is authorized by this agreement or required under law.

28. Severability

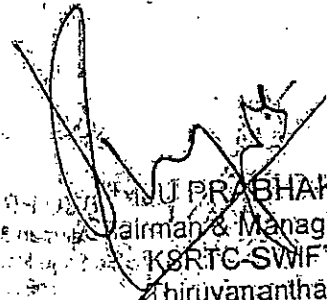
In the event of any part/clause of this agreement is found to be invalid or illegal in any respect, such invalidity will not affect the validity of the remaining provisions of the agreement.

29. Force majeure

Neither party will be liable for any failure or delay in performing an obligation under the Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist or other interference by the Central Government, State Government or Local authorities etc.



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 Chairman & Managing Director
 Kerala State Road Transport Corporation
 Thiruvananthapuram



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 Thiruvananthapuram

30. Assignment

Both the parties will not assign, transfer, pledge or make other disposition of this agreement or any part thereof, or any of their rights, claims or obligations under this Agreement except with the prior written consent of the other party.

31. Notices

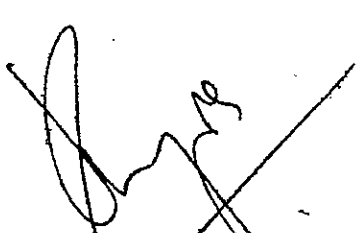
Any Notice or other communication required or called for under this agreement shall be given in writing in English or Malayalam and be delivered in last known address of the parties or as may be advised by the parties in writing from time to time.


32. Termination

The contract covered by this agreement shall terminate upon completion of the agreed upon period. The agreement may also be terminated with a written one month's notice from either side, in the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.

33. Settlement of disputes

- (a) In the event of the dispute, controversy or claim arising out of or relating to this Agreement, then the same shall be settled amicably between the parties by way of mutual discussion and negotiation.
- (b) Any dispute that is not settled within 30 days from the date of commencement of such discussion and negotiation the same shall be resolved through the Sole Arbitrator, who being the Principal Secretary to Government, Transport Department, State of Kerala.


BIJU PRABHAKAR IAS
Chairman & Managing Director
Kerala State Road Transport Corporation
Thiruvananthapuram


BIJU PRABHAKAR IAS
Chairman & Managing Director
KSRTC-SWIFT LTD.
Thiruvananthapuram

In witness whereof the parties here to have hereunto set their respective hands the day and year first above written

For the First Party

For the Second party

Authorized Signatory

Authorized Signatory

BIJU PRABHAKAR IAS
Chairman & Managing Director
Kerala State Road Transport Corporation
Thiruvananthapuram

BIJU PRABHAKAR IAS
Chairman & Managing Director
KSRTC-SWIFT LTD.
Thiruvananthapuram

Witnesses

1.

MUHAMMED ANZARI
(Additional Secretary to Govt)
Executive Director (Administration & Vigilance)
K.S.R.T. Corporation
Thiruvananthapuram-695023

ULLAS BABU
DEPUTY GENERAL MANAGER (TECHNICAL)
KSRTC-SWIFT LTD.

2.

M.T. SUKUMARAN
Executive Director (Pension & Audit)
KSRTC, Transport Bhavan, Fort P.O.
Thiruvananthapuram-695023

ULLAS BABU
Engineer, Co-ordinator,
KSRTC-SWIFT LTD.

Rajji
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