15 –ാം കേരള നിയമസഭ

9 –ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 2418 **13-09-2023 - ൽ മറുപടിയ്ക്ക്**

ഭക്ഷ്യകമ്മീഷന്റെ പ്രവർത്തനം

ചോദ്യം		ഉത്തരം	
ശ്രീ. സി. ആർ. മഹേഷ്		**ശ്രീ ജി ആർ അനിൽ (ഭക്ഷ്യ-പൊതുവിതരണ വകുപ്പ് മന്ത്രി)**	
(എ)	ഭക്ഷ്യകമ്മീഷന്റെ പ്രവർത്തനത്തെ സംബന്ധിച്ച് പത്രവാർത്തകൾ വന്നതിനെതിരെ പോലീസ് അന്വേഷണത്തിന് തീരുമാനം എടുത്തിട്ടുണ്ടോ ;	(എ)	ഇല്ല.
(ബി)	ഭക്ഷ്യകമ്മീഷൻ മെമ്പർ സെക്രട്ടറി ക്രമവിരുദ്ധമായി കമ്മീഷന്റെ അംഗീകാരമില്ലാതെ അന്യത്രസേവനം ദീർഘിപ്പിക്കുന്നതിന് ശ്രമം നടത്തിയതായി വന്ന വാർത്ത ശ്രദ്ധയിൽപ്പെട്ടിട്ടുണ്ടോ; അതിന്മേൽ നടപടി സ്വീകരിച്ചിട്ടുണ്ടോ;	(ബി)	പത്രവാർത്ത ശ്രദ്ധയിൽപ്പെട്ടിട്ടുണ്ട്. അന്യത്രസേവന വ്യവസ്ഥകൾ കൃത്യമായി പാലിച്ചുകൊണ്ടാണ് 28.01.2023 ലെ സ.ഉ(സാധാ)നം. 32/2023/ ഭ.പൊ.വി.വ പ്രകാരം കമ്മീഷൻ മെമ്പർ സെക്രട്ടറിയുടെ അന്യത്രസേവന കാലാവധി ദീർഘിപ്പിച്ചിട്ടുള്ളത്.
(സി)	പ്രസ്തുത കമ്മീഷന്റെ ഓഫീസ് ഉപയോഗത്തിനായി സർക്കാർ അനുവദിച്ച വാഹനം മെമ്പർ സെക്രട്ടറിയുടെ ഔദ്യോഗിക വാഹനമാക്കി ഉപയോഗിക്കുന്നത് ശ്രദ്ധയിൽപ്പെട്ടിട്ടുണ്ടോ;	(സി)	ശ്രദ്ധയിൽപ്പെട്ടിട്ടുണ്ട്. മെമ്പർ സെക്രട്ടറിക്കും കമ്മീഷന്റെ പൊതു ആവശ്യങ്ങൾക്കുമായി ഒരു വാഹനം ഉപയോഗിക്കുന്നതിന് സർക്കാർ നിർദ്ദേശം നൽകിയിരുന്നു.
(ഡി)	പ്രസ്തുത ആവശ്യത്തിനായി കരാർ വ്യവസ്ഥകൾ പാലിക്കാതെ വാഹനം ഉപയോഗിച്ച് വരുന്നത് ശ്രദ്ധയിൽപ്പെട്ടിട്ടുണ്ടോ; കരാറുമായി ബന്ധപ്പെട്ട രേഖകളുടെ പകർപ്പുകൾ ലഭ്യമാക്കുമോ?	(ഡി)	കരാർ വ്യവസ്ഥകൾക്ക് വിരുദ്ധമായി വാഹനം ഉപയോഗിച്ചിട്ടില്ല. കരാറിന്റെ പകർപ്പ് **അനുബന്ധമായി** ചേർക്കുന്നു.

സെക്ഷൻ ഓഫീസർ

സ്വന്തമായ

കേരളം केरल KERALA

AGREEMENT

ARTICLES OF AGREEMENT executed on this 26th day of August Two Thousand and Twenty Three BETWEEN the State Food Commission, represented by the Member Secretary (hereinafter referred to as the FIRST PARTY) of the one part and Bijith. B.S, aged 31 years, s/o M. Baburaj residing at Thazhamakala Puthen Veedu, Paraikottukonam, Chaikkottukonam.P.O, Trivandrum (Hereinafter referred to as the "SECOND PARTY") of the other part.

1. **Whereas the Second Party is the owner of a Toyota Etios VD Sedan** Motor vehicle of the following description:

- Registration number : KL 20 P 640
- Model : 2019
- Chassis Number : MBJB49BT8001814460718
- Engine Number : INDIA 75877
- Colour : WHITE
- Year of Manufacture : 2018

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18-8-2023
BIJITH B.S.

കേരളം केरल KERALA

ED 422144

2. Whereas the First Party is desirous of hiring and the Second Party has agreed to hire the aforesaid motor vehicle on the terms and conditions herein contained.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Government had granted permission to use the already hired vehicle without any change in the agreement conditions as per Letter No. B3/10/2020/F&CSD dated 17.08.2020. Therefore this agreement shall endure for a period of one year commencing on 26-.08.2023 and shall then expire. The First Party reserves the right to extend the period of contract for another one year on the same terms and conditions.

3. The monthly rent for hire of the above vehicle shall be Rs.33,700/- (Rupees Thirty Three Thousand Seven Hundred Only). The First Party and the Second Party hereby agree that the assured minimum kilometers

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run per month shall be 2000 km and the excess beyond the assured minimum will be paid at the rate fixed by the Government from time to time or the quoted rate whichever is less. The additional kilometers will be calculated during a block period of 3 months exceeding 6000 km.

4. The vehicle shall be kept at the disposal of the State Food Commission throughout the period of contract.

5. The Second Party confirms that the vehicle is in good condition with valid tax, insurance, tourist/taxi permit and with skilled qualified drivers.

6. The Second Party agrees that all vehicle records, such as Registration Certificate, insurance, fitness certificate, pollution certificate, permit etc. are up to-date and continue to keep them updated from time to time.

7. The second Party hereby agrees that sufficiently qualified drivers holding a valid driving license and drivers badge with at least three years of driving experience and also having a mobile phone for ready contact will be provided throughout the period of agreement.

8. The monthly rent fixed by this agreement is inclusive of rent, parking fee, cost of fuel, maintenance of vehicle, remuneration of driver, batta, rates for other consumables of vehicle and any other incidental expenses.

9. The Second Party agrees that the vehicle along with driver shall be provided on 24x7 daily basis and shall not be used for any other purposes during the period of contract.

10. The First Party will make the payment of agreed charges on a monthly basis on presentation of necessary certificate of usage by the second party, after statutory recoveries.

11. The monthly rent shall not be subject to any revision due to change of agency / service provider during the entire period of contract.

12. The Second party shall bear all expenses incurred on fuel, insurance, payment of service tax or any other tax as levied by Government from time to time on the service provided, updating of documents, payment of Chalan or any other expenses relating to legal dispute and service & maintenance related to that vehicle, breakdown of vehicle, arranging substitute vehicle or driver or both etc. and any other daily expenses of the driver.

13. The driver deputed by the Second party shall maintain the log book with him and record the data strictly in the prescribed format and shall obtain the verification signature from the Member Secretary, State Food Commission or other travelling official of the State Food Commission at the time of completion of journey. The log book shall be produced before the First Part every day for verification.

14. The Second Party shall keep and maintain all the requisite documents related to the vehicle & driver in the vehicle itself and update the same during the period of contract in accordance with the laws/Acts as enacted or amended from time to time.

15. The Second Party shall ensure that the vehicle is maintained at the highest level of cleanliness, neatness with dust free exterior as well as interiors. All the fixtures and facilities like AC/ heaters/ stereo/

speakers/ perfume/ lights/ fan/ switches shall always be kept in perfect condition and must be ready & available for running as and when needed.

16. It will be the responsibility of the Second Party to ensure that the driver deputed possesses a valid driving license and has got at least 3 years experience in driving the class of vehicle hired. The second Party shall also be responsible for payment of any Fine/Penalty imposed on the driver due to violation of the traffic rules.

17. The driver deputed by the Second Party shall be polite, courteous with etiquettes and manners and shall follow the traffic rules strictly and produce all necessary documents to Police/ traffic Police/ Transport authorities on their demand. The driver also shall obey the instructions of the officers of the State Food Commission during their travel.

18. The driver along with the vehicle shall report for duty in time as instructed by the First Party.

19. The First Party shall not be responsible for any damage to the vehicle in case of an accident or otherwise theft of vehicle/ parts and accessories therein. Similarly, the First Party shall not be responsible for any third party claims arising out of the use of the hired vehicle during the period of this agreement. The First Party shall also not be responsible for payment of Fine/ Penalty for violation or disobeying the Traffic Rules by the driver. In case of the liability under relevant sections of the Motor Vehicle's Act, 1998 and IPC caused in the vehicle supplied by the contractor, the hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provisions of the law.

20. In case of any service/ breakdown of the vehicle or unavailability of driver, the Second Party, in the shortest of time , shall arrange to send the substitute vehicle or substitute driver or both, as the case may be without any loss of time.

21. The Second Party shall ensure that no alterations are made to the motor vehicle or any component removed unless it is immediately replaced by the same component or by one of the same like, make and model or an improved or advanced version.

22. The expenses incurred by the First Party in arranging substitute vehicle or driver or both, from any other alternate source, agency at any time, either in case of breakdown of vehicle/ services or not reporting of vehicle/ driver to the First Party in time shall be borne by the Second Party. The First Party entitled to deduct the said sum from the monthly charges due to the Second Party.

23. The terms and conditions prescribed in this document are binding on both the parties to the agreement. Either of the party can terminate the contract by giving one month prior notice to the other party. However, in case of noncompliance of the terms and conditions and delivery of the satisfactory services by the Second Party, the First Party shall be at liberty to terminate the contract immediately without citing any other reason to the Second Party.

IN WITNESS WHERE OF the parties hereto have executed this agreement on the day and year first above written.

FIRST PARTY

SREEJA R.S.
Member Secretary
State Food Commission

SECOND PARTY

In the presence of witnesses;

1. Anoop.m.s, clerk, Anoop.m.s
State food commission

2. Sreekala.S
Senior Superintendent
State Food Commission