

15 -ാം കേരള നിയമസഭ

10 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 1905

02-02-2024 - ൽ മറുപടിയ്ക്ക്

ഇലക്ട്രിക് ബസുകൾ

ചോദ്യം		ഉത്തരം	
ശ്രീ. സി. ആർ. മഹേഷ്		ശ്രീ കെ ബി ഗണേഷ് കുമാർ (ഗതാഗത വകുപ്പ് മന്ത്രി)	
(എ)	ഇലക്ട്രിക് ബസുകൾ വാങ്ങുന്നതിനായി പി.എം.ഐ. കമ്പനിയും കെ.എസ്.ആർ.ടി.സി.- സിപ്ലിനും ഉള്ള കരാറിന്റെ പകർപ്പ് നൽകാമോ;	(എ)	കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.
(ബി)	കെ.എസ്.ആർ.ടി.സി.- സിപ്ലിൽ വാങ്ങിയ പി.എം.ഐ. ഇലക്ട്രിക് ബസുകൾക്ക് ഏത് വർഷം മുതലാണ് കിഫ്ബിക്ക് വായ്പാ തിരിച്ചടവ് വരുന്നത്, പ്രതിമാസം എത്ര രൂപയാണ് വായ്പാ തിരിച്ചടവ്?	(ബി)	കെ.എസ്.ആർ.ടി.സി.-സിപ്ലിൽ വാങ്ങിയ 50 പി.എം.ഐ. ഇലക്ട്രിക് ബസുകൾക്ക് 2024 ഒക്ടോബർ മുതലാണ് കിഫ്ബിക്ക് വായ്പാ തിരിച്ചടവ് ആരംഭിക്കുന്നത്. പ്രതിമാസം ശരാശരി 38.05 ലക്ഷം രൂപയാണ് വായ്പാ തിരിച്ചടവ് കണക്കാക്കിയിട്ടുള്ളത്.

സെക്ഷൻ ഓഫീസർ

**KSRTC - SWIFT LTD**

(A Government of Kerala Undertaking)

Anayara, Thiruvananthapuram, Kerala.Telephone No: 0471-2465000, E-mail: gm.ksrtcswift@gmail.com**GST No. 32AAJCK1376M1ZA****Purchase Order No. SRA1/001003/2021****Date: 24.12.2021**

To

M/s. PMI Electro Mobility Solutions Private Ltd
 BB-11, EP Railway Colony,
 Greater Kailash Enclave-II,
 GK Encalve, Delhi - 110048.
 Ph: 9311644655

e-mail: amangarg@fotonpmi.com, sanjaynagpal@fotonpmi.com

Sub: Supply of Fully Built 9 Meter Non AC-Electric Bus with 25 Chargers
 and Annual Maintenance contract up to 7 years - Purchase Order- reg

Ref: 1. NIT No. SRA1/001003/2021 dt. 07.09.2021

2. e-Tender ID: 2021_KSRTC_438224_1 and Bid ID: 1115839

3. Our e-mail dtd: 29.11.2021

4. Your letter dtd: 02.12.2021

5. Letter of Intent of even No. dtd: 04.12.2021

6. Your e-mail dtd: 06.12.2021

Pursuant to the NIT referred (1) above, please supply the Fully Built 9 Meter Non AC-Electric Bus with 25 Chargers and Annual Maintenance contract up to 7 years in accordance with the details mentioned below and the General Terms and Conditions noted overleaf. The conditions specified in the Notice Inviting Tender, subsequent corrigendum and Letter of Intent issued referred above are part of this purchase order. This purchase order is further subject to amendments in terms of the technical sanctions to be accorded by the Govt. of Kerala Funding Agency, Kerala Infrastructure Investment Fund Board (KIIFB).

Sl No.	Item	Qty in Nos.	Basic Rate after Negotiation	GST amount in Rs.	End Rate including GST per Bus in Rs.
1	Fully Built 9 Meter Non AC-Electric Bus with 25 Chargers Warranty: 2 year / 2 lakh km which ever is earlier (as per CI No. 3.1, 4.2, 4.10.2 of NIT) Model: Foton PMI Regio	50	88,03,796.19	4,40,189.81	92,43,986.00
2	Cost of Battery pack for propulsion will be for 3 years after the expiry of warranty (if required to be replaced after 5 years from the date of commissioning of the Bus) as per CI No. 3.1, 4.10.2 of NIT.	1	15,25,000.00	76,250.00	16,01,250.00
3	3rd Year AMC for Electric Bus (as per CI No. 3.1, 4.1, 4.10.2 of NIT) rate per km per bus	50	3.91	0.70	4.61
4	4th Year AMC for Electric Bus (as per CI No. 3.1, 4.1, 4.10.2 of NIT) rate per km per bus	50	4.30	0.77	5.07
5	5th Year AMC for Electric Bus (as per CI No. 3.1, 4.1, 4.10.2 of NIT) rate per km per bus	50	4.75	0.86	5.61
6	6th Year AMC for Electric Bus (as per CI No. 3.1, 4.1, 4.10.2 of NIT) rate per km per bus	50	5.38	0.97	6.35
7	7th Year AMC for Electric Bus (as per CI No. 3.1, 4.1, 4.10.2 of NIT) rate per km per bus	50	5.87	1.06	6.93

GENERAL TERMS AND CONDITIONS

1. The above referred items should be despatched / delivered to the Chairman and Managing Director, KSRTC – SWIFT Ltd Thiruvananthapuram through the General Manager, KSRTC – SWIFT Ltd, Thiruvananthapuram.
2. Two additional copies of the invoice should be sent along with the buses and one advance copy of invoice should be sent to the office of the Chairman and Managing Director KSRTC – SWIFT Ltd, Thiruvananthapuram.
3. Buses received without Copies of invoice are liable to be returned.
4. Supplies will not be accepted if they are not in conformance with the approved specifications given.
5. Separate invoices should be sent for each Purchase Order.
6. Copies of current tax Clearance Certificates should be forwarded along with the Invoice, failing which payment will not be made.
7. On receipt of the order, the duplicate copy of this order should be signed and returned to the Chairman and Managing Director as acknowledgement. All other communications regarding this order should be sent to the Chairman and Managing Director, KSRTC – SWIFT Ltd, Thiruvananthapuram.
8. In all correspondence and invoices the Order Number at the top should invariably be quoted.
9. The Chairman and Managing Director, KSRTC-SWIFT Ltd should be advised by the supplier about the probable date of arrival of the buses.
10. Payment will be made as per the terms of the cited tender and amendments made thereof.
11. If any of the articles imported free of duty by the firm for supply to the KSRTC-SWIFT Ltd is either rejected or not supplied the firm shall pay to the KSRTC-SWIFT Ltd the duty as well as landing and clearing charges, if applicable.
12. If the firm fails to supply the item or fails to replace the item rejected by the Chairman and Managing Director, KSRTC-SWIFT Ltd or any person on his behalf within such time as stipulated in the order, the Chairman and Managing Director shall be entitled to purchase the item from any other source and at such price as the Chairman and Managing Director in his sole discretion thinks fit and if such price shall exceed the rate shown in the schedule the firm will be responsible for the difference between the price at which such stores have been purchased by him and the price calculated at the rates set out in schedule.
13. In the case of non delivery or delayed delivery the Chairman and Managing Director, KSRTC-SWIFT Ltd reserves to himself the right to impose such penalty as per the tender conditions.
14. If supplies effected do not conform to the specifications given or sample approved for which payments drawn in full or in part by the supplier, it should be either replaced with good ones or made good the loss to the Corporation within 10 days on receipt of intimation. Shortages, Damages etc. should also be made good within the time stipulated.
15. Bank charges if any, to be borne by the supplier.
16. All disputes arising out of this contract will be settled within the jurisdiction of the Courts in Thiruvananthapuram.

Delivery	* To the General Manager, KSRTC-SWIFT Ltd, Thiruvananthapuram.
Warranty Period	* The warranty period for the Fully Built 9 Meter Non AC-Electric Bus with 25 Chargers is 2 years or 2,00,000 km whichever is earlier from the date of commissioning of buses as per Clause No.4.1.2 & 4.2 of NIT.
Supply Schedule	* Supply of entire quantity to be completed within six Months including proto type inspection from the date of Purchase Order. (3.1 of NIT)
Payment Installments (as per Clause No.4.1.6 of NIT)	* <ol style="list-style-type: none"> 1. On request of the bidder after the issue of Purchase Order, 20 % of the payment will be made in advance against the submission of BG @110%. 2. 40% of the Payment will be made after 30 days and within 45 days of delivery and acceptance at the delivery point specified in the purchase Order. 3. Balance 40% will be made after the successful operation of the bus for a period of three months and within 120 days from the date of commissioning.
Payment for AMC Charges	* As per Clause No. 5.28.1 of NIT.
AMC Terms	* As per Clause No. 4.1.3, 4.1.4, 4.1.9 & 4.3 of NIT.
Penalty	* Applicable as per Clause No 5.30.11 and 5.30.12 of NIT.
Deployment of Co-ordinator (as per Clause No. 4.5.20)	* Deploy one part time service coordinator for maintenance and repair of vehicle as per the warranty and AMC condition and willing to setup sufficient service at Thiruvananthapuram, to coordinate the maintenance and advice KSRTC on the preventive maintenance system of the Fully Built Electric Bus.
Liquidated damages for supply performance	Applicable as per clause no.5.49 of NIT.
Maintenance and repair of buses under warranty period.	Applicable as per Clause No. 5.30.5 of NIT.
Training	* Applicable as per Clause No. 5.31.33 of NIT.

AGREEMENT & SECURITY DEPOSIT

An agreement has to be executed by you in the prescribed form in not less than Rs.200/- Indian Stamp Paper after furnishing a security deposit equal to 5 % of the total cost of 50 Nos. of Fully Built 9 Meter Non AC-Electric Bus with 25 Chargers and Annual Maintenance contract up to 7 years as specified the LOI dated: 04.12.2021. Payment on account of supplies against this order is liable to be withheld until the agreement is executed and security deposit is furnished

Purchase Sanctioned by the Board of Directors

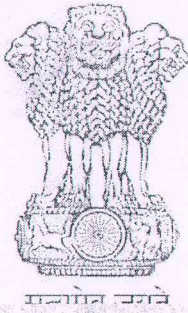
Ref No : Letter No : TRANS-A1/135/2020-TRANS Dtd : 30.09.2020

CE (P & CW) is requested to arrange all infrastructure facilities required for charging the electric bus specified in NIT and Corrigendum / Addendum as per Clause No. 2.13.

Copy to : Payment Cell / IA/ RAO/ ACPS (SV & IC) / SO (C/S)/ASK/ME(W)CW, ED (M & W)/ ED(O) CE (P & CW), (S & F)/ SF & File

Please see instructions on the reverse.	To be despatched through reliable Lorry Transports having their own Office at the destination.
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CHAIRMAN & MANAGING DIRECTOR



INDIA NON JUDICIAL

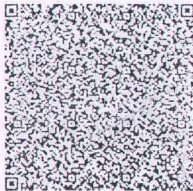
Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL79116206585377U
Certificate Issued Date : 19-Jan-2022 02:19 PM
Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference : SUBIN-DLDL-SELF49148543121013U
Purchased by : NAVEEN VERMA
Description of Document : Article 5 General Agreement
Property Description : GENERAL AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : PMI ELECTRO MOBILITY SOLUTIONS PVT LTD
Second Party : KSRTC SWIFT LTD
Stamp Duty Paid By : PMI ELECTRO MOBILITY SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

₹100 ₹100 ₹100 ₹100

₹100



SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
WWW.SHCILESTAMP.COM

IN-DL79116206585377U

Please write or type below this line

Sayan

Arjun

KSRTC – SWIFT LTD

FORM OF AGREEMENT

(For Contract for Supply of Specific Quantity)

Agreement executed on 01-02-2022 (date) between M/s PMI Electro Mobility Solutions Private Limited (herein after called "the Contractor") and the **KSRTC – SWIFT Ltd** (herein after called "the Company").

WHEREAS the Contractor has tendered for the supply of articles for the use of the Company as per Notice Inviting **Tender No: SRA1/001003/2021 dated: 07.09.2021** which tender notification shall form part of this Agreement as if incorporated herein.

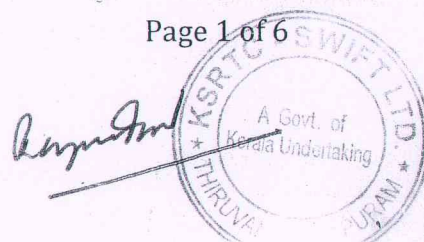
AND WHEREAS the Company have been pleased to accept the offer in respect of the articles mentioned in the copy of the order attached (Which shall form part of this agreement as if incorporated herein).

AND WHEREAS the Contractor has as security for the due fulfillment of his obligations under this deed deposited ` **Rs. 2,31,09,965 (Rupees Two Crore Thirty-One Lakh Nine Thousand Nine Hundred Sixty-Five only) Performance Security for supply and Rs. 73,37,500 (Rupees Seventy-Three Lakh Thirty-Seven Thousand Five Hundred only) Performance security for AMC** being 5% percent of the estimated value of the contract in the form of Bank Guarantee of **ICICI Bank Ltd.** Bank / in the form in a letter of Guarantee from **ICICI Bank Ltd.** Bank approved by the Company. (Scheduled banks)

(Seal and dated signature of the Contractor)

 Sayan

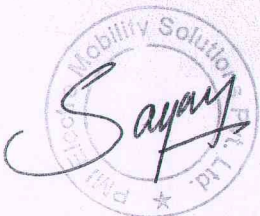
Page 1 of 6

 KSRTC SWIFT LTD
A Govt. of
Kerala Undertaking
THIRUVANANTHAPURAM

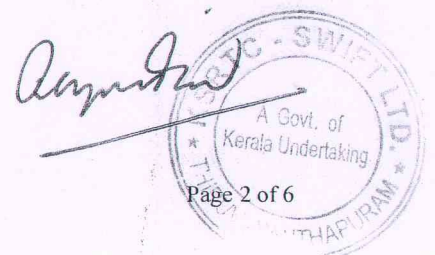
NOW THESE PRESENTS WITNESS AS FOLLOWS:

(1) (A) In case where along with the tender samples have been forwarded to the Corporation and the samples approved, the contractor agrees to supply the materials according to the approved samples. In other cases, the contractor agrees to forward samples to Company for approval, if so required, and then to supply materials according to such approved samples. When samples are not required the contractor agrees to supply according to standard specification. Samples forwarded by the contractor to the Company will not be paid for and shall be the property of the Company, but the Company is at liberty to return them to the contractor on the completion of his contract or to pay for them at agreed rates if they so choose. All Samples must be clearly labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the Company to see if the supplies made are according to the approved samples.

(B) The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order attached herewith the contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of 2 Years or 2,00,000 Km whichever is earlier from the date of delivery of the said goods to the Company and that notwithstanding the fact the Company may have inspected and/or approved the said goods, if during the aforesaid period of 2 Years or 2,00,000 Km whichever is earlier the said goods be discovered notto conform to the description and quality aforesaid or have deteriorated (and the decision of the Company in that behalf will be final and conclusive) the Company will be entitled to reject the



(Seal and dated signature of the Contractor)



said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc.: shall apply. The contractor shall if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the Company. Otherwise, the contractor shall pay the Company such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Company in that behalf under this contract or otherwise.

- (2) Requests for enhancement of rates once accepted will not be considered except where Company has prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of the sale or other specified terms and conditions, if any printed on the quotation sheets of the contractor or attached with the Contractor's tender or any other letter or paper from the contractor will not govern this contract nor bind the Company in any manner what so ever unless such terms have been expressly accepted by the Company in writing.
- (3) The articles and quantities to be supplied are as shown in the copy of the Order No. SRA1/001003/2021 dated 24.12.2021 herewith attached, which shall be considered as part of this agreement. The contractor agrees to supply the quantities of the articles shown in the order at the rates tendered by him for each articles within the time fixed.
- (4) In the case of goods delivered by shipment, the contractor, shall where the expected tonnage of goods is more than 200 tones, deliver the goods through the Thiruvananthapuram port, if so required by the Company.



(Seal and dated signature of the Contractor)



- (5) The contractor agrees that time is the essence of this contract.
- (6) If the contractor defaults in the due supply of all or any of the articles correctly and promptly as above, the Company is at liberty to procure the same from elsewhere without cancelling the contract as a whole. If Company incur, in thus procuring such materials, a higher cost than the agreed rate, such excess cost may be deducted by the Company from the Contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The Contractor agrees, that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to Company.
- (7) All payments to the contractor for supplies effected satisfactorily will be made after scrutiny of his bills.
- (i) Either by Corporation cheques payable at the Government Treasuries.
 - (ii) Or by drafts on the Reserve Bank of India, at any of its principal branches in India.
 - (iii) Or in case of supplies from Abroad by drafts or otherwise as may be agreed to:
- (8) All incidental expenses incurred by the Company for making payments outside the District in which the claim arise shall be borne by the contractor.
- (9) The contractor shall not assign or make over in part or wholly the contract or the benefits of burdens hereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the Company. The Company shall have absolute power to refuse any such consent or rescind such consent (if given) at any time. The contractor shall not be relieved



(Seal and dated signature of the Contractor)



from his obligation, duty or responsibility under this contract even if consent to let or subject is given by the Company.

- (10) NOT WITH STANDING the provisions contained to Clause 5, the Company shall have the right to cancel contract for any default on the part of the contractor in the due performance thereof.
- (11) It shall be lawful for the Company from and out of any money for the time being payable or due to the contractor from the Company under this contract or otherwise to set off any loss, expense, cost or damages, sustained or incurred by the Company by reason of the cancellation of the contract.
- (12) The security deposit shall subject to the conditions specified herein be returned to the Contractor within three months after the expiration of the contract.
- (13) The Contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.
- (14) The contractor agrees that all sums found due to the Company under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner as the Corporation deem fit.
- (15) Any dispute arising out of this Tender procedure shall be under the Jurisdiction of Thiruvananthapuram court.



(Seal and dated signature of the Contractor)



In witness where of the contractor and Sri K.V. Rajendran,
General Manager, for and on behalf of the **KSRTC - SWIFT Ltd**
have hereunto set their hands. Signed,

Sealed and delivered by:

Shri. Sanjay Nagpal, VP-Sales & Business Development, for and on behalf of the M/s PMI
Electro Mobility Solutions Private Limited, BB-11, First Floor, Greater Kailash Enclave-II,
Delhi-110048. (Name & Address of Contractor)

Sanjay (Signature of Contractor) In the presence
of witnesses:

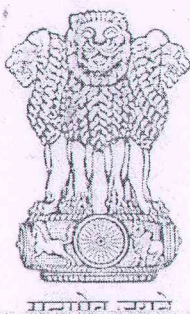
1. Naveen (Name) Naveen (Signature)
68, Anand Vihar, Pitampura, Delhi-110034.
2. Sourabh Rawat (Name) S. Rawat (Signature)
422, Shri Niketan Appt., Dwarka Sec-7, Delhi-110075.

Signed, Sealed and delivered by:

Shri: K.V. Rajendran General Manager, for and on behalf of the
KSRTC- SWIFT Ltd

In the presence of Witnesses:

1. ULLAS BABU (Name) ULLAS BABU (Signature)
2. DAVID A (Name) DAVID A (Signature)



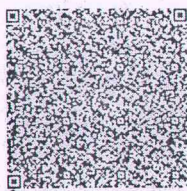
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL79125657606874U
Certificate Issued Date : 19-Jan-2022 02:29 PM
Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference : SUBIN-DLTL-SELF49167314452124U
Purchased by : NAVEEN VERMA
Description of Document : Article 5 General Agreement
Property Description : GENERAL AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : PMI ELECTRO MOBILITY SOLUTIONS PVT LTD
Second Party : KSRTC SWIFT LTD
Stamp Duty Paid By : PMI ELECTRO MOBILITY SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

₹100 ₹100 ₹100 ₹100



₹100

SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
WWW.SHCILESTAMP.COM

IN-DL79125657606874U

Please write or type below this line



Signature



KSRTC – SWIFT LTD

FORM OF AGREEMENT

(For Contract for Supply of Specific Quantity)

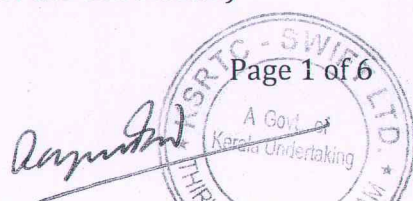
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(Seal and dated signature of the Contractor)



NOW THESE PRESENTS WITNESS AS FOLLOWS:

- (1) (A) In case where along with the tender samples have been forwarded to the Corporation and the samples approved, the contractor agrees to supply the materials according to the approved samples. In other cases, the contractor agrees to forward samples to Company for approval, if so required, and then to supply materials according to such approved samples. When samples are not required the contractor agrees to supply according to standard specification. Samples forwarded by the contractor to the Company will not be paid for and shall be the property of the Company, but the Company is at liberty to return them to the contractor on the completion of his contract or to pay for them at agreed rates if they so choose. All Samples must be clearly labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the Company to see if the supplies made are according to the approved samples.
- (B) The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order attached herewith the contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of 2 Years or 2,00,000 Km whichever is earlier from the date of delivery of the said goods to the Company and that notwithstanding the fact the Company may have inspected and/or approved the said goods, if during the aforesaid period of 2 Years or 2,00,000 Km whichever is earlier the said goods be discovered notto conform to the description and quality aforesaid or have deteriorated (and the decision of the Company in that behalf will be final and conclusive) the Company will be entitled to reject the



(Seal and dated signature of the Contractor)

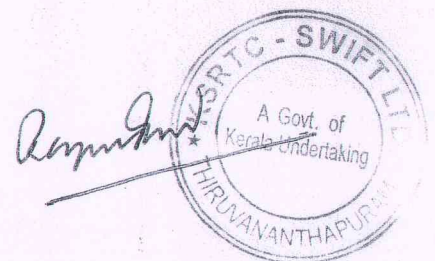


said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc.: shall apply. The contractor shall if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the Company. Otherwise, the contractor shall pay the Company such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Company in that behalf under this contract or otherwise.

- (2) Requests for enhancement of rates once accepted will not be considered except where Company has prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of the sale or other specified terms and conditions, if any printed on the quotation sheets of the contractor or attached with the Contractor's tender or any other letter or paper from the contractor will not govern this contract nor bind the Company in any manner what so ever unless such terms have been expressly accepted by the Company in writing.
- (3) The articles and quantities to be supplied are as shown in the copy of the Order No. SRA1/001003/2021 dated 24.12.2021 herewith attached, which shall be considered as part of this agreement. The contractor agrees to supply the quantities of the articles shown in the order at the rates tendered by him for each articles within the time fixed.
- (4) In the case of goods delivered by shipment, the contractor, shall where the expected tonnage of goods is more than 200 tones, deliver the goods through the Thiruvananthapuram port, if so required by the Company.



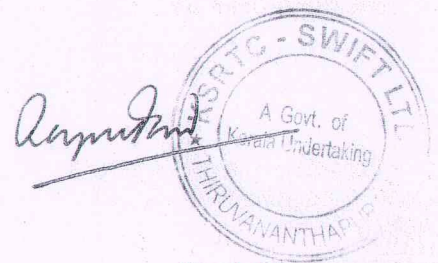
(Seal and dated signature of the Contractor)



- (5) The contractor agrees that time is the essence of this contract.
- (6) If the contractor defaults in the due supply of all or any of the articles correctly and promptly as above, the Company is at liberty to procure the same from elsewhere without cancelling the contract as a whole. If Company incur, in thus procuring such materials, a higher cost than the agreed rate, such excess cost may be deducted by the Company from the Contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The Contractor agrees, that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to Company.
- (7) All payments to the contractor for supplies effected satisfactorily will be made after scrutiny of his bills.
- (i) Either by Corporation cheques payable at the Government Treasuries.
 - (ii) Or by drafts on the Reserve Bank of India, at any of its principal branches in India.
 - (iii) Or in case of supplies from Abroad by drafts or otherwise as may be agreed to:
- (8) All incidental expenses incurred by the Company for making payments outside the District in which the claim arise shall be borne by the contractor.
- (9) The contractor shall not assign or make over in part or wholly the contract or the benefits of burdens hereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the Company. The Company shall have absolute power to refuse any such consent or rescind such consent (if given) at any time. The contractor shall not be relieved



(Seal and dated signature of the Contractor)



from his obligation, duty or responsibility under this contract even if consent to let or subject is given by the Company.

- (10) NOT WITH STANDING the provisions contained to Clause 5, the Company shall have the right to cancel contract for any default on the part of the contractor in the due performance thereof.
- (11) It shall be lawful for the Company from and out of any money for the time being payable or due to the contractor from the Company under this contract or otherwise to set off any loss, expense, cost or damages, sustained or incurred by the Company by reason of the cancellation of the contract.
- (12) The security deposit shall subject to the conditions specified herein be returned to the Contractor within three months after the expiration of the contract.
- (13) The Contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.
- (14) The contractor agrees that all sums found due to the Company under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner as the Corporation deem fit.
- (15) Any dispute arising out of this Tender procedure shall be under the jurisdiction of Thiruvananthapuram court.



(Seal and dated signature of the Contractor)



In witness where of the contractor and Sri K.V. Rajendran
General Manager, for and on behalf of the **KSRTC - SWIFT Ltd**
have hereunto set their hands. Signed,

Sealed and delivered by:

Shri. Sanjay Nagpal, VP-Sales & Business Development, for and on behalf of the M/s PMI
Electro Mobility Solutions Private Limited, BB-11, First Floor, Greater Kailash Enclave-II,
Delhi-110048. (Name & Address of Contractor)

Sanjay (Signature of Contractor) In the presence
of witnesses:

1. Naveen (Name) Naveen (Signature)
68, Anand Vihar, Pitampura, Delhi-110034.
2. Sourabh Rawat (Name) S Rawat (Signature)
422, Shri Niketan Appt., Dwarka Sec-7, Delhi-110075.

Signed, Sealed and delivered by:

Shri: K.V. Rajendran General Manager, for and on behalf of the
KSRTC- SWIFT Ltd

In the presence of Witnesses:

1. ULLAS BABU (Name) Mull (Signature)
2. David. A (Name) cp (Signature)