

15 -ാം കേരള നിയമസഭ

6 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 1813

31-08-2022 - ൽ മറുപടിയ്ക്ക്

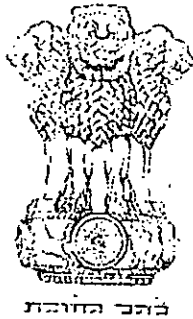
ഇലക്ട്രിക് ബസുകൾ വാങ്ങിയ നടപടികൾ

ചോദ്യം		ഉത്തരം													
ശ്രീ അൻവർ സാദത്ത്		ശ്രീ ആന്റണി രാജു (ഗതാഗത വകുപ്പ് മന്ത്രി)													
(എ)	കെ.എസ്.ആർ.ടി.സി. പുതിയ ഇലക്ട്രിക് ബസുകൾ വാങ്ങിയിട്ടുണ്ടോയെന്ന് വ്യക്തമാക്കാമോ;	(എ)	വാങ്ങിയിട്ടുണ്ട്. 50 എണ്ണം 9 മീറ്റർ Non AC ഇലക്ട്രിക് ബസുകൾ വിതരണം ചെയ്യുന്നതിന് M/s. PMI Electro Mobility Solutions PVT. Ltd. - എന്ന സ്ഥാപനത്തിന് ഉത്തരവ് നൽകുകയും ആദ്യഘട്ടമായി ലഭ്യമായ 25 ബസുകൾ തിരുവനന്തപുരം സിറ്റിയിൽ 01.08.2022 മുതൽ സർവ്വീസ് നടത്തി വരികയും ചെയ്യുന്നു.												
(ബി)	എങ്കിൽ പ്രസ്തുത ബസുകൾ ടെൻഡർ നടപടികൾ പാലിച്ചാണോ വാങ്ങിയതെന്ന് വ്യക്തമാക്കാമോ;	(ബി)	കേരള സർക്കാരിന്റെ ഇ-ടെണ്ടർ പോർട്ടൽ മുഖേന Two Bid System പ്രകാരം ഇ-ദർഘാസ് ക്ഷണിച്ചാണ് ഇലക്ട്രിക് ബസ് വാങ്ങിയത്.												
(സി)	പ്രസ്തുത ടെൻഡറിൽ പങ്കെടുത്ത കമ്പനികൾ ഏതൊക്കെയാണെന്നും ഓരോരുത്തരും ക്വാട്ട് ചെയ്ത തുക എത്രയെന്നും വിശദമാക്കുമോ;	(സി)	9 മീറ്റർ Non AC ഇലക്ട്രിക് ബസുകൾ വാങ്ങുന്നതിന് ക്ഷണിച്ച ഇ-ദർഘാസിൽ പങ്കെടുത്ത സ്ഥാപനങ്ങൾ ക്വാട്ട് ചെയ്ത വില വിവരം ചുവടെ ചേർക്കുന്നു. <table border="1" data-bbox="922 1330 1501 1877"> <thead> <tr> <th>ടെണ്ടറിൽ പങ്കെടുത്ത സ്ഥാപനങ്ങൾ</th> <th>വാഗ്ദാനം ചെയ്ത തുക (GST ഉൾപ്പെടെ)</th> </tr> </thead> <tbody> <tr> <td>M/s. Tata Motors Ltd.</td> <td>Rs.1,10,31,773.55</td> </tr> <tr> <td>M/s. JBM Auto Ltd.</td> <td>Rs. 1,13,00,835.00</td> </tr> <tr> <td>M/s. PMI Electro Mobility Solutions Pvt. Ltd.</td> <td>Rs. 94,53,986.00</td> </tr> <tr> <td>M/s.VE Commercial Vehicles Ltd.</td> <td>Rs. 95,20,000.00</td> </tr> <tr> <td>M/s.Switch Mobility Automotive Ltd.</td> <td>Rs. 1,17,65,000.00</td> </tr> </tbody> </table> <p>എറ്റവും കുറഞ്ഞ വില വാഗ്ദാനം ചെയ്ത് L1 സ്ഥാനത്തു വന്ന M/s. PMI Electro Mobility Solutions Pvt. Ltd.-മായി വില പേശൽ നടത്തിയതിന് ശേഷമുള്ള അന്തിമ വില 92,43,986/- രൂപയാണ് (ജി.എസ്.ടി ഉൾപ്പെടെ).</p>	ടെണ്ടറിൽ പങ്കെടുത്ത സ്ഥാപനങ്ങൾ	വാഗ്ദാനം ചെയ്ത തുക (GST ഉൾപ്പെടെ)	M/s. Tata Motors Ltd.	Rs.1,10,31,773.55	M/s. JBM Auto Ltd.	Rs. 1,13,00,835.00	M/s. PMI Electro Mobility Solutions Pvt. Ltd.	Rs. 94,53,986.00	M/s.VE Commercial Vehicles Ltd.	Rs. 95,20,000.00	M/s.Switch Mobility Automotive Ltd.	Rs. 1,17,65,000.00
ടെണ്ടറിൽ പങ്കെടുത്ത സ്ഥാപനങ്ങൾ	വാഗ്ദാനം ചെയ്ത തുക (GST ഉൾപ്പെടെ)														
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(ഡി) കരാർ ലഭിച്ച കമ്പനിയുമായി സർക്കാർ ഒപ്പുവച്ച കരാർ രേഖകളുടെ പകർപ്പ് ലഭ്യമാക്കാമോ?

(ഡി) കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.

സെക്ഷൻ ഓഫീസർ



അനൗദ്യോഗികം

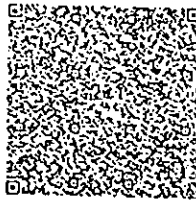
INDIA NON JUDICIAL

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-DL DL-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)

IN-DL79116206585377U



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

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Sayan

Signature

Statutory Alert

1. The validity of this Stamp certificate is subject to the provisions of the Stamp Act, 1899 and the Stamp Act, 2003. 2. Any dispute in this regard should be referred to the appropriate authority. 3. For more details, please visit the website: www.shcilestamp.com or mobile app: Shcile Stamp.

KSRTC - SWIFT LTD

FORM OF AGREEMENT

(For Contract for Supply of Specific Quantity)


Agreement executed on 01-08-2022 (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").

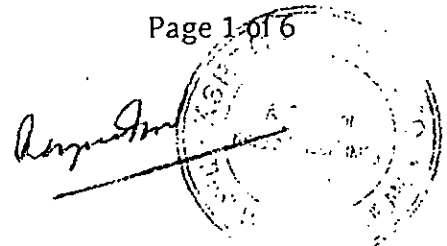
WHEREAS the Contractor has tendered for the supply of articles for the use of the Company as per Notice Inviting Tender No: SRA1/001003/2021 dated: 07.09.2021 which tender notification shall form part of this Agreement as if incorporated herein.

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)



Page 1 of 6


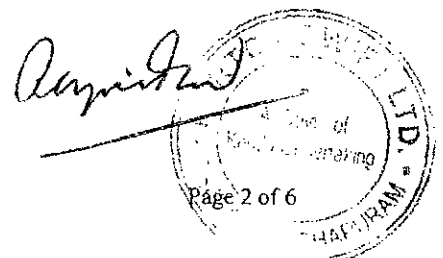
NOW THESE PRESENTS WITNESS AS FOLLOWS:

(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)

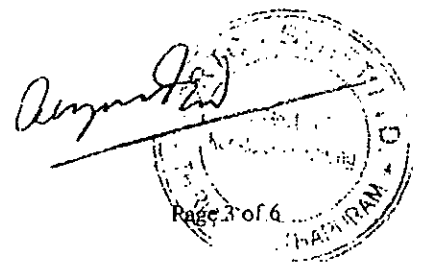


said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc.: shall apply. The contractor shall if so called upon to 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)



Page 3 of 6

(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.

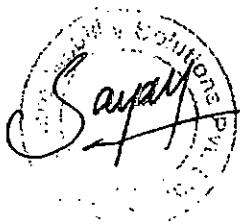
(i) Either by Corporation cheques payable at the Government Treasuries.

(ii) Or by drafts on the Reserve Bank of India, at any of its principal branches in India.

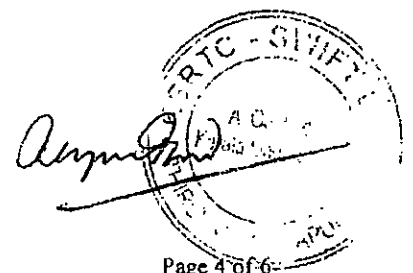
(iii) Or in case of supplies from Abroad by drafts or otherwise as may be agreed to:

(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)



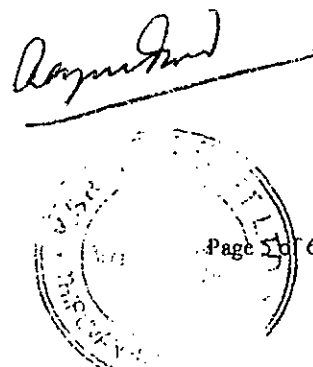
from his obligation, duty or responsibility under this contract even if consent to let or subject is given by the Company.

- (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.



A circular stamp with the text 'Sayan' in the center and 'Solutions' at the top. The signature 'Sayan' is written across the stamp.

(Seal and dated signature of the Contractor)



A handwritten signature above a circular stamp. The stamp contains the text 'Page 1 of 6'.

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) Sourabh 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) MUB (Signature)

2. David A (Name) DA (Signature)



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

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-DL DL-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

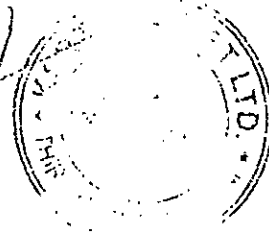
SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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Signature



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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy, please inform the Competent Authority.

PMI ELECTRO MOBILITY SOLUTIONS PVT LTD, DELHI, INDIA. www.shcilestamp.com

KSRTC - SWIFT LTD

FORM OF AGREEMENT

(For Contract for Supply of Specific Quantity)

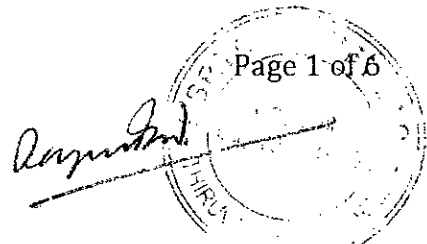
Agreement executed on 01-02-2022 (date) between M/s PMI Electro Mobility Solutions Private Limited (herein after called "the Contractor") and the KSRTC - SWIFT Ltd (herein after called "the Company").

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(Seal and dated signature of the Contractor)



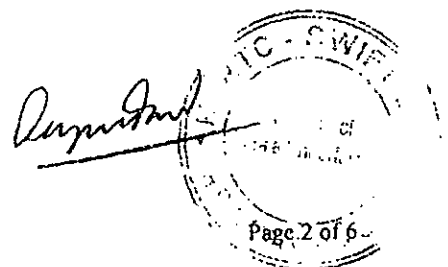
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(B) The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order attached 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 not to 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)

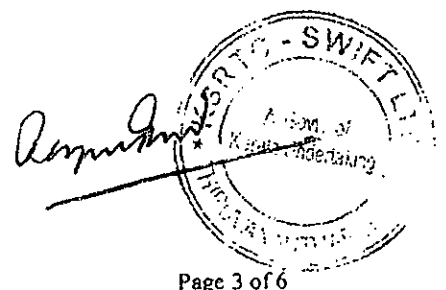


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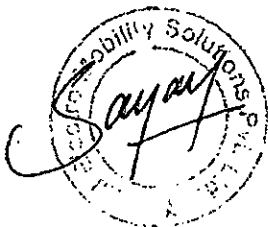
- (2) Requests for enhancement of rates once accepted will not be considered except where Company has prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of the sale or other specified terms and conditions, if any printed on the 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.
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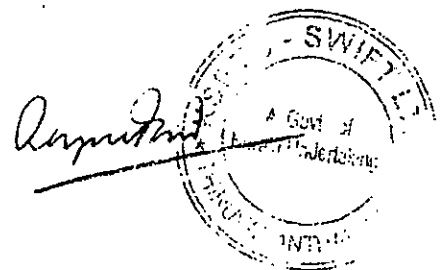
(Seal and dated signature of the Contractor)



- (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)

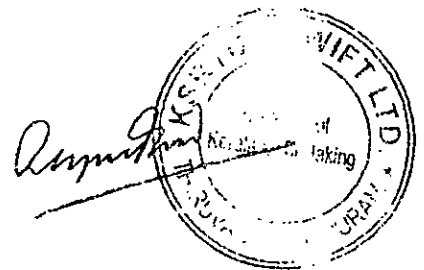


from his obligation, duty or responsibility under this contract even if consent to let or subject is given by the Company.

- (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) MUB (Signature)
2. David. A (Name) CPs (Signature)

Rajendran
സെക്ഷൻ ഓഫീസർ

(Seal and dated signature of the Contractor)