15 -ാം കേരള നിയമസഭ

10 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 1917

<u>02-02-2024 - ൽ മറ്റപടിയ്ക്</u>

സിറ്റി സർക്കുലർ ബസ്സ് സർവീസ്

ചോദ്യം		ഉത്തരം	
ശ്രീ. തിരുവഞ്ചൂർ രാധാകൃഷ്ണൻ		ശ്രീ കെ ബി ഗണേഷ് കമാർ (ഗതാഗത വകപ്പ് മന്ത്രി)	
(എ)	സിറ്റി സർക്കലർ ബസ്സ് സർവീസ് നടത്തുന്നതിനായി കെ.എസ്.ആർ.ടി.സി.ക്ക് കോർപ്പറേഷനുകൾ എത്ര ബസ്സുകൾ വാങ്ങി നൽകിയിട്ടുണ്ട്; പ്രസ്തുത ബസ്സുകൾ സർവീസ് നടത്തുന്നത് സംബന്ധിച്ച് കോർപ്പറേഷനുകളുമായി കെ.എസ്.ആർ.ടി.സി. കരാറിൽ ഏർപ്പെട്ടിട്ടുണ്ടോ; ഉണ്ടെങ്കിൽ പ്രസ്തുത കരാറിലെ വ്യവസ്ഥകൾ എന്തൊക്കെയാണെന്ന് വിശദമാക്കാമോ;	(എ)	സിറ്റി സർക്കലർ ബസ്സ് സർവീസ് നടത്തുന്നതിനായി കെ.എസ്.ആർ.ടി.സി.ക്ക് തിരുവനന്തപുരം കോർപ്പറേഷൻ സ്മാർട്ട് സിറ്റി പദ്ധതിയിൽ ഉൾപ്പെടുത്തി അനുവദിച്ച 113 എണ്ണം 9 മീറ്റർ നോൺ എ.സി. ബസ്സുകളിൽ നിന്ൻ ഇപ്പോൾ 80 ബസ്സുകൾ ലഭ്യമായിട്ടുണ്ട്. ഇതോടൊപ്പം സ്മാർട്ട് സിറ്റി ഫണ്ടിൽ നിന്ൻ വാങ്ങുന്ന 2 ഇലക്ലിക് Double decker ബസ്സുകളും ലഭ്യമായിട്ടുണ്ട്. ബസ്സുകളും ലഭ്യമായിട്ടുണ്ട്. ബസ്സുകളും നടത്തിപ്പുമായി ബന്ധപ്പെട്ട് കെ.എസ്.ആർ.ടി.സിസിഫ്റ്റ്, സ്മാർട്ട് സിറ്റി, തിരുവനന്തപുരം കോർപ്പറേഷൻ എന്നിവരുമായി ഏർപ്പെട്ടിട്ടുള്ള കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു. കറഞ്ഞ നിരക്കിൽ ബസ് സർവീസ് നടത്തുന്നത് സംബന്ധിച്ച വ്യവസ്ഥ കരാറിൽ ഉൾപ്പെട്ടിട്ടില്ല. ഇത്തരം സർവീസ് നിർത്തലാക്കവാൻ തീരുമാനിച്ചിട്ടില്ല.
(ബി)	കറഞ്ഞ നിരക്കിൽ ബസ് സർവീസ് നടത്തുന്നത് സംബന്ധിച്ച വ്യവസ്ഥ കരാറിൽ ഉൾപ്പെട്ടിട്ടുണ്ടോ; ബസ്സുകളുടെ സർവീസ് നടത്തലും മെയിന്റനൻസ് പണിയും അല്ലാതെ എന്തൊക്കെ ചുമതലകളാണ് കെ.എസ്.ആർ.ടി.സി.യിൽ നിക്ഷിപ്തമായിട്ടുള്ളത്; ഇത്തരം സർവീസുകൾ ഏകപക്ഷീയമായി അവസാനിപ്പിക്കുന്നതിന് കെ.എസ്.ആർ.ടി.സി.ക്ക് അധികാരമുണ്ടോ; വിശദാംശം വ്യക്തമാക്കുമോ?	(ബി)	സിറ്റി സർക്കലർ ബസ്സ് സർവീസ് നടത്തുന്നതിനായി കെ.എസ്.ആർ.ടി.സി.ക്ക് തിരുവനന്തപുരം കോർപ്പറേഷൻ സ്മാർട്ട് സിറ്റി പദ്ധതിയിൽ ഉൾപ്പെടുത്തി അനുവദിച്ച 113 എണ്ണം 9 മീറ്റർ നോൺ എ.സി. ബസ്സുകളിൽ നിന്ൻ ഇപ്പോൾ 80 ബസ്സുകൾ ലഭ്യമായിട്ടുണ്ട്. ഇതോടൊപ്പം സ്മാർട്ട് സിറ്റി ഫണ്ടിൽ നിന്ൻ വാങ്ങുന്ന 2 ഇലക്ലിക് Double decker ബസ്സുകളം ലഭ്യമായിട്ടുണ്ട്. ബസ്സുകളം ലഭ്യമായിട്ടുണ്ട്. ബസ്സുകളം നടത്തിപ്പുമായി ബന്ധപ്പെട്ട് കെ.എസ്.ആർ.ടി.സിസിഫ്റ്റ്, സൂാർട്ട് സിറ്റി, തിരുവനന്തപുരം കോർപ്പറേഷൻ എന്നിവരുമായി ഏർപ്പെട്ടിട്ടുള്ള കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു.

കുറഞ്ഞ നിരക്കിൽ ബസ് സർവീസ് നടത്തുന്നത്
സംബന്ധിച്ച വ്യവസ്ഥ കരാറിൽ ഉൾപ്പെട്ടിട്ടില്ല.
ഇത്തരം സർവീസ് നിർത്തലാക്കുവാൻ
തീരുമാനിച്ചിട്ടില്ല.

സെക്ഷൻ ഓഫീസർ

അനുബന്ധം







SMART CITY THIRUVANANTHAPURAM LIMITED CIN U75302KL2017SGC050273

SCTL/TECH/142/2023/ITE /6 734

From,

Chief Executive Officer Smart City Thiruvananthapuram Ltd

To.

- 1. The Secretary Thiruvananthapuram Municipal Corporation
- 2. Chairman & Managing Director **KSRTC**

28.02.2023

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Sub: Smart City Thiruvananthapuram Ltd-Procurement of Electric Buses-Agreement

Dear Sir,

A copy of the Tri-Partite Agreement Dated 27.02.2023 duly signed by all Parties for the procurement of Electric Buses is enclosed herewith for necessary action.

2/3/2 1/23/2

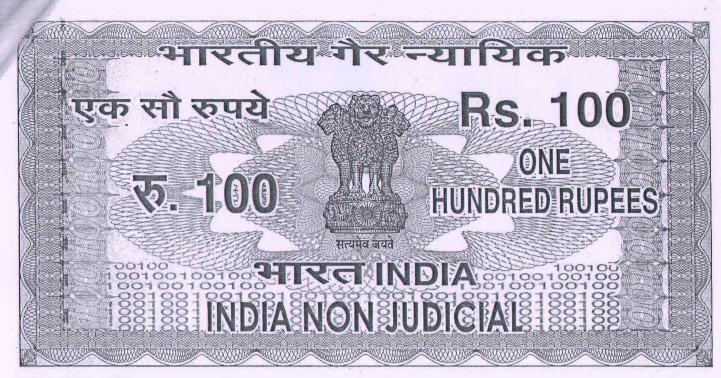


Arun K Vijayan *Chief Executive Officer Smart City Thiruvananthapuram Ltd

> ARUN K. VIJAYAN IAS Chief Executive Officer Smart City Thiruvananthapuram Ltd. Government of Kerala

4th Floor, Felicity Square, Opp AG's Office, Statue Thiruvananthapuram, - 695001

(e) smartcitytvm@gmail.com I (w) www.smartcitytvm.in[https://www.facebook.com/smarttrivandrum I https://twitter.com/smarttrivandrum



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TRI-PARTITE AGREEMENT

THIS AGREEMENT is made on this the 27th day of February, 2023

BETWEEN

1. SMART CITY THIRUVANANTHAPURAM LIMITED, a company incorporated under the Companies Act, 2013, and being represented by its Chief Executive Officer, ARUN K VIJAYAN IAS, having principal place of business at 4th Floor, Felicity Square, Opp. AG's Office, M.G Road, Near Statue, Thiruvananthapuram - 695 001, India (hereinafter referred to as the "FUNDING AGENCY", "FIRST PARTY" or "SCTL", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the FIRST PART and

SECOND PARTY ARUNK, VIIAVANIAS Chief Frex Smart City Haras all td.

> NFKHIL. V.G. BA. Eng(Lit), MBA Stamp Vendor, Atakulangara, TVM

Chairman & Managing Director KSRTC-SWIFT LTD WIN Thiruvananthapuram

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- THIRUVANANTHAPURAM MUNICIPAL CORPORATION represented by its Secretary, BINU FRANCIS having office at Municipal Corporation of Thiruvananthapuram, Opposite to Museum, Vikas Bhavan P.O, Thiruvananthapuram, Kerala, India, PIN- 695033(under LSG Department) (hereinafter referred to as the "SECOND PARTY", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the SECOND PART and
- 3. KSRTC-SWIFT Ltd, is a company incorporated by the Government of Kerala, and is registered under the Indian Companies Act, 2013, having its corporate office at TC-91/2681, Anayara P.O, Thiruvananthapuram-695029 represented by its Chairman and Managing Director, BIJU PRABHAKAR IAS, (hereinafter referred to as the "THIRD PARTY" or "IMPLEMENTING AGENCY", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the THIRD PART.

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THRID PARTY

Chairman & Managing Director

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

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Each party individually referred to as "Party" and collectively referred to as 'Parties.'

WHEREAS, the Smart City Limited to set up for implementation of Smart City Mission of Government of India. The project aimed at improving the basic infrastructure of the City and to make the City smart with Area Based Development projects which give a decent quality of life to its citizens, a clean and sustainable environment.

WHEREAS, the Thiruvananthapuram City Corporation (Second Party) was selected as one among the 100 cities in India to implement Smart City Mission Objective to drive economic growth and improve quality of life of citizens through the application of smart solutions including efficient urban mobility and public transport. Since majority of the citizens are using two wheelers four wheelers and other personalized vehicles the areas are congested with vehicles which leads to traffic congestion as well as air pollution. In order to attract those citizens who were using the private vehicles to the public transport, the Smart City project plans to improve the transport system with sufficient number of buses.

As part of Smart City Mission, KSRTC has submitted a proposal to the **Smart City** to facilitate transport service in more efficient manner as part of **Smart City Project** and reaching all the areas of Thiruvananthapuram City. The proposal of KSRTC has been considered by the Board of Smart City in its 23rd meeting held on 27-09-2022 and resolved to

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Chairman & Maxaging Director
KSRTC-8WIFT LTD
Thiruvananthapuram

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ARUN K, VIJAYAN IAS
Chief Executive Officer
Smart City Thiruvananthapuram Ltd. MA
Government of Kerala



facilitate operation of electric buses in the City Corporation part of promotion of e-mobility and Administrative Sanction on 02-12-2022 to allocate an amount of Rs.103.74 Cr. (Rupees One Hundred and Three Crores Seventy Four Lakhs Only) for procurement of electric buses subject to the following conditions resolved in their 25th meeting of the Board of the First Party held on 22.12.2022:

- 1. To confirm that KSRTC has complied with the procedures prescribed in Store Purchase Manual while procuring e- buses.
- 2. To enter in to a Tri-Partite Agreement with KSRTC and TMC after finalizing appropriate terms and conditions for operation Thiruvananthapuram Municipal within buses Corporation limits. The above shall be done in accordance with the guidelines of MoHUA regarding the same.
- 3. To get assurance from KSRTC to bear all operational expenses pertaining to the buses.

WHEREAS, KSRTC-SWIFT Ltd is an SPV of Kerala State Road mandated Corporation (KSRTC) as Government of Kerala vide G.O (Ms) No. 58/2021/TRANS dated 11/12/2021, for providing infrastructural, technical, managerial, operational support to the Kerala State Road Transport Corporation for operating efficiently new buses and Central schemes of State obtained under other Government, buses obtained under sponsorship, hire, etc. under an intelligent central control centre for and on behalf of KSRTC and for implementing various projects and schemes

Thiruvananthapuram Ltd. Government of Kerala

SECOND PARTY

Secretary Thiruvananthapuram Munic KSRTO-SXVIE

entrusted by the Government from time to time. KSRTC has entered into an agreement with KSRTC-SWIFT with effect from 11/04/2022 for operating the city circular services and the long distance service by the buses owned by KSRTC-SWIFT. As per the agreement, the ownership of the buses will remain with KSRTC-SWIFT and the operation and control of the buses shall be under the responsibility of KSRTC and the KSRTC-SWIFT shall provide buses to KSRTC in accordance with the terms and conditions as agreed. The City Circular services once existed, which already had been conducted by KSRTC were converted to sub-urban services and then annulled to Mofussil Services. Now KSRTC has re-started its City Circular Services by utilizing the electric buses provided by KIIFB in a limited way which has proved to be a success as being very convenient to the travelling public as it connects almost all the parts of the city.

WHEREAS, GO (Ms) No.3/2022/Trans. Dated, 11/02/2022 all the new buses and other vehicles purchased using funds of Government of Kerala, Government of India or obtained under sponsorship / donation etc. shall be registered in the name of Chairman & Managing Director, KSRTC-SWIFT Limited. Also the funds to be allotted in future under the heads of KSRTC shall be transferred and pay to suppliers with a direction to register the buses in the name of Chairman & Managing Director, KSRTC-SWIFT Limited. KSRTC floated tender on behalf of the Third Party vide NIT No. SRA1/020225/2022/A dated 21/10/2022 and finalized the tender process for procuring 9 Meter Non-AC Electric Buses from M/s PMI Electro Mobility Solutions Private Limited and M/s VE Commercial Vehicles Ltd., respectively. Accordingly, the

FIRST PARTY

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Government of Kerala

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Chairman & Managing Director KSRTC-SWIFT LTD.
Thiruvananthapuram Third Party shall purchase 53 buses from PMI Electro Private Limited at the Solutions Mobility Rs.90,97,094 per Unit and as PMI cannot supply sufficient number of buses in the stipulated period, M/s VE Commercial Vehicles Ltd., will supply 60 buses at the rate of Rs.92,56,228 per Unit. The Total supply shall be completed within the specified period mentioned in this agreement.

WHEREAS, the Third Party has agreed to provide the services to the First and Second Party on the Terms and Conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

- This Tri-Partite Agreement shall remain in force from the date of signing of this Agreement for a period of seven years including the Operation and Maintenance that could be extended for period as mutually agreed upon by and between the three Parties in writing. Except otherwise provided therein, no addition, amendment or modification of any part of the Agreement shall be effective unless done in writing and signed by and on behalf of all Parties by their respective Authorized Signatories.
- Time and quality shall be considered as the essence of this contract and the Third Party hereby agrees to provide these electric buses immediately and complete it in all respects on or before 30.06.2023.

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hier Executive Officer Smart City Thijuvananthapuram Lid,

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SECOND PARTY

THRID PARTY

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

Secretary Thirdyananthapurage Municip

Roles and Responsibilities of First Party:

- 3. The services shall be monitored by the representatives of the First Party through the ITMS Solutions (Intelligent Transport Management System) of ICCC Package which is being implemented by the First Party.
- 4. Responsibility of timely payment:
 Payment Terms: Payment towards the cost of electric buses in terms with this agreement shall be based on the proposal received from the Third Party and is regulated as follows
 - a. The First Party shall disburse 30% of the agreed amount as advance installment to the Third Party on their proposal for the purpose of procurement of e-buses and the third party shall submit the Utilization Certificate with added proof of delivery against the advance installment. The third party is liable to obtain the bank guarantee for 110% of this advance amount from the successful Bidders for supply of fully built buses as mentioned in the cause title.
 - b. The second installment of 30% of the agreed amount shall be disbursed by the First Party, on receipt of the proposal for supply of buses thereof from the Third Party and after due verification of the utilization certificate of advance installment and required proof submitted by the Third Party.
 - c. The third installment of 40% of the agreed amount shall be disbursed by the First Party, on receipt of the final bill from the Third Party and after due verification of the utilization certificate of second installment and required proof submitted by the Third Party.

FIRST PARTY

SECOND PARTY

BIJU PRABHAKAR IAS Chairman & Managing Director

Thiruvananthapuram

ARUN K. VIJAYAN IAS
Chief Executive Officer
Smart City Thiruvananthapuram Ltd
Government of Kerala

- d. The utilization certificate of the third & final installment shall be submitted by the Third Party within one month from the date of disbursement of third installment.
- e. The First Party shall integrate ITMS Solutions (Intelligent Transport Management System); IT component in the procured E-buses.

Role and Responsibilities of Second Party:

- 5. The services shall be monitored by the representatives of the Second Party.
- 6. There shall be an Advisory Board chaired by Hon'ble Mayor of Second Party consisting representatives for all other parties, to decide policy as well as operating issues, to advise the third party for running the city services using e-buses more efficiently for resolving the public transport issue.

Role and Responsibilities of Third Party:

- 7. The Third Party shall procure 113 number of Electric Buses with the fund provided by the First Party and shall be liable to comply all the three conditions specified by the Board of Directors of the First Party in their 25th meeting regarding the e-bus procurement, as mentioned earlier in this Agreement.
- 8. The Third Party will provide transport service within the city limit of Thiruvananthapuram at peak times as city circular, connecting different parts of the city and in lean hours with its suburban area. The service will be operated, for better connectivity, from the KSRTC Depots.

FIRST PARTY

SECOND PARTY

THRID PARTY

ARUN K. VIJAYAN IAS
Chief Executive Officer
Smart City Thiruvananthapuram Ltd
Government of Kerala

Secretary

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Chairman & Managing Director
KSRTC-SWIFT LTD

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- 9. Registration Certificate, Insurance and such other documents shall be in the name of Third Party. The Third Party will obtain all statutory clearances for operating the buses in the routes of the KSRTC
- 10. That the route map for service shall be prepared by the Third Party according to feasibility and considering public convenience in consultation of the Second Party.
- 11. The Third Party is responsible for the uninterrupted service of these electric buses and these buses shall be used to provide services within the limits of Second Party.
- 12. Entire operation, Management and Maintenance of the procured E-Buses including the change of battery after 5-7 years of operation, spare parts and necessary repair works shall be done by the Third Party without any liability to the First and the Second party.
- 13. The KSRTC-SWIFT shall provide crew for service operation and shall indemnify the First and the Second Party from any claims, dues, loss, damages, expense, and liability resulting from injury to property and person arising thereof due to such employment.
- 14. The Third Party shall do all the facilitation for integrating the IT components of procured E-buses to the ITMS Solutions (Intelligent Transport Management System) of ICCC Package which is being implemented by the First Party.

FIRST PARTY

SECOND PARTY

THRID PARTY

ARUN K. VIJAYAN IAS
Chief Executive Officer
Smart City Thiruvananthapuram Lie
Government of Kerala



BIJU PRABHAKAR IAS

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KSRTC-SWIFT LTD:

Thiruvananthapuram

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15. The buses will be operated with the logo of KSRTC-SWIFT and branded as City Circular Service of KSRTC with the inscription that the buses purchased as per Smart City Project. The logo and name of the First and the Second Party will be displayed prominently on all the buses procured under the Scheme in consultation with the Parties.

Common Roles and Responsibilities:

- 16. The Third Party will have the right to publish commercial advertisements inside and outside the buses as per the prevailing CMV Rules and KMV Rules and in accordance with the decisions of the Hon'ble Supreme Court and the Hon'ble High Court. Display of advertisements related to social commitment messages and information regarding awareness program will be allowed free of cost for the First Party and the Second Party.
- 17. The modality for possible revenue sharing on account of the income accrued through the operation of these buses shall be worked out separately later by a joint team representing all the three Parties.

18. The schedule and modality of revenue sharing and conditions of payment for non-operative period resulting out of force majeure events or Government decisions, etc prepared later by the team shall be part of the Agreement whenever it is generated

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BIJU PRABHAKAR IAS Chairman & Managing Director KSRTC-SWIFT (TD)

Thiruvananthapuram A God. of

ARUN K. VIJAYAN IAS. Chief Executive Officer smart City Thiruvananthapuram Ltd Government of Kerala

Notice:

19. All notices which are required to be given under the tri-partite Agreement shall be in writing and shall be sent to the address of the recipient as mentioned in this Agreement and designated by written notice. Any such notice may be delivered personally, by pre-paid registered letter or facsimile, email.

Dispute Redressal:

20. Any disputes arising out of this agreement shall initially be addressed through mutual discussion between the Parties for an amicable settlement and if the disputes are unsettled through discussions, further settlement shall be in terms of G.O (Ms) No.06/2011/LSGD Dated 07/01/2011 and further modifications thereof.

Force Majeure:

21. Neither Party shall be liable to the other for any delay or failure on their part in performing any of their obligations under this Agreement, resulting from any cause beyond their control including, but not limited to strikes, fires, floods, earthquakes, explosions, riots, freight embargo, act of God, act of Governments, War, alien action or political changes, etc.

SECOND PARTY

THRID PARTY

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KSRTC-SWIFT LTD. Thiruvananthapuram

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Chief Executive Officer rt City Thiruvananthaputget Lids An Government of Kerala

ARUNK, VIJAYAN IAS





Termination Clause:

22. This Tri-Partite Agreement can only be terminated with the consent of all Parties on notice given by either Party, one month, in advance.

IN WITNESS WHERE OF THE AGREEMENT IS EXECUTED BY THE RESPECTIVE PARTIES ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

