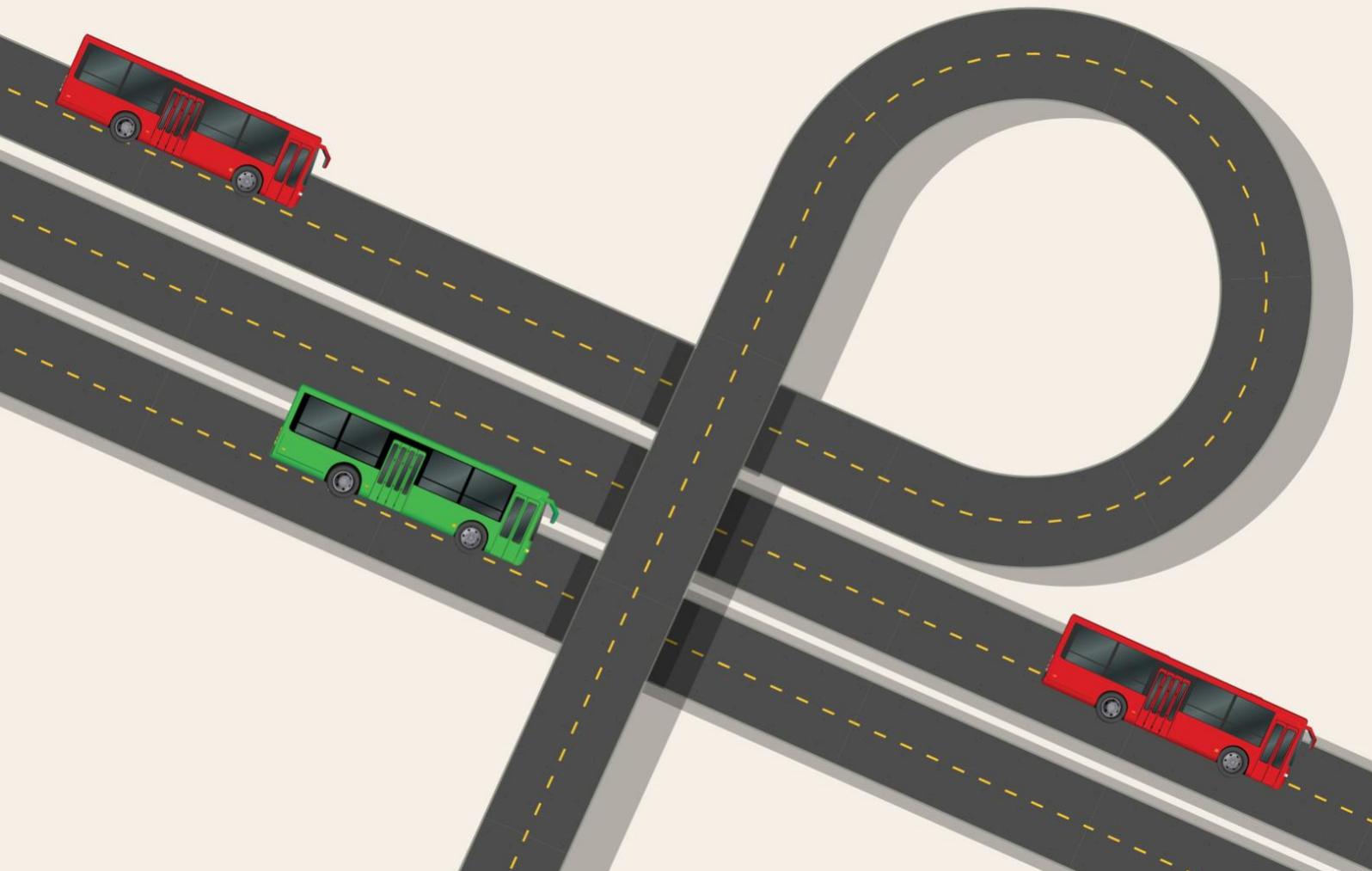


Review of Request for Proposal notified by JCTSL

for Procurement, Operation & Maintenance of
300 BS-VI AC 2X2 CNG Midi Buses in Jaipur, Rajasthan

February 2025



About Centre for Energy, Environment & People (CEEP)

Centre for Energy, Environment and People (CEEP) is a human-centric research and policy advocacy initiative working towards energy justice in Rajasthan. Our work prioritises workers, communities, and environment at the intersection of energy infrastructure and services.

February 2025

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Introduction

Jaipur City Transport Services Limited (JCTSL) published a notice inviting tender “Request for proposal for selection of bus operator for procurement, operation and maintenance of 300 BS-VI AC 2X2 CNG midi buses for JCTSL in Jaipur Rajasthan” on 17th December 2024. Subsequently, JCTSL released four corrigenda (Corrigendum 01-04) to provide updates and additional clarifications to the original RFP document.

This report critiques the RFP issued by JCTSL, highlighting key issues, ambiguities, and areas of concern that are likely to impact the fairness, transparency, and effectiveness of the bidding process. To understand the standard RFP document structure and procedure, we have referred to the practices and processes followed by other public transport utilities like Bhopal City Link Limited (BCLL), the Delhi Transport Corporation (DTC) and Pune Mahanagar Parivahan Mahamandal Ltd (PMPML) in preparing such bid inviting documents.

The tender issued by JCTSL, along with its subsequent corrigenda, can be identified by the following details:

UBN: JCT2425SLOB00002

e-Procurement ID: 2024_JCTS_437924_1

General Comments

a. Ambiguity in Jurisdictional Authority

The original RFP reads as “Request for proposal for selection of bus operator for procurement, operation and maintenance of 300 BS-VI AC 2X2 CNG midi buses for JCTSL in Jaipur Rajasthan”. However, Corrigendum – 01 released on 24/12/2024 introduces a significant change, leading the RFP to be read as “Request for proposal for selection of bus operator for procurement, operation and maintenance of 280 BS-VI AC 2X2 CNG midi buses in Jaipur and 20 BS-VI AC 2X2 CNG midi buses in Bharatpur City”.

Jaipur City Transport Services Ltd (JCTSL) is a state-owned company incorporated in 2008 with the purpose of operating public buses in the city of Jaipur. As mentioned in Section I of the RFP, the company provides its services in the city of Jaipur and its surrounding suburban areas. And since Bharatpur city does not fall under any of these areas, procurement of buses for Bharatpur city by JCTSL without any clarification is a jurisdictional overreach.

Secondly, both Jaipur and Bharatpur have differences in scale and operation of public bus transport, and hence it should be assumed that operating costs for the two cities are likely to be different. Consequently, the aggregation of procurement on a wet-lease gross cost contract (GCC) model is an inappropriate approach.

Thirdly, the bid documents do not provide any clarification as to whether there is a distinction between the participation and evaluation process(s) of JCTSL and Bharatpur City Transport Services Ltd (BCTSL), leading to a major procedural lapse in the bidding process. As a result, bidders may remain uncertain about which entity (JCTSL or BCTSL) they are contracting with, creating ambiguity about contractual obligations, dispute resolution mechanisms, and performance metrics.

These gaps pave the way for confusion and ambiguity for the bidders and restrict informed participation in the bidding process, ultimately undermining the goal of competitive price discovery for the utility(s).

Recommendation

Buses for Jaipur and Bharatpur should be procured separately, with procurement process and Service Level Agreements (which contain parameters like minimum assured kilometres, service hours, bus availability factor, etc) to be specified separately for both cities.

b. Unconscionable Liability Disclaimers

The disclaimer (refer to Annexure I) in JCTSL’s RFP reads as “...no liability of any nature relating from negligence or otherwise howsoever caused”. This use of sweeping language absolves JCTSL of almost all liability, including negligence. As will be shown in the following sections, this RFP is rife with inaccuracies and instances of ambiguity. In this context, the RFP’s disclaimer raises fundamental accountability concerns and suggests that JCTSL is unwilling to take responsibility for any errors or omissions in the RFP, even if they result from its own negligence.

In comparison, other public transport utilities, such as BCLL and DTC, define the extent of their liability in their respective disclaimers in a more balanced manner. For example, the disclaimer issued by BCLL reads as follows –

“Bidder should carefully examine and analyze the RFP and bring to the notice of BCLL any error, omission or inaccuracies therein that are apparent.”

Even the courts of law discourage the use of such sweeping language in the disclaimer. Administrative law requires that a “level playing field” in tendering processes demands clear and objective terms to prevent arbitrary decision-making and discrimination. Vague bid conditions in JCTSL’s RFP create uncertainty, leading to unequal treatment of the bidders and rendering the process legally untenable.¹

Moreover, the Law Commission of India had proposed in 2016 that contractual clauses excluding liability for negligence or breach of contract be deemed unfair and void unless justified.² Such restrictive clauses absolve the authority of accountability and defeat the purpose of law of contracts.³ Admittedly, an RFP is not a contract, and the principles of contractual laws on exclusionary clauses may or may not stand before the courts. But this very uncertainty will discourage the participation of potential bidders.

Recommendation

Revise the disclaimer to reflect fairness and strike a balance between risk allocation and accountability, ensuring that JCTSL does not entirely absolve itself of responsibility for errors or negligence.

¹ *Reliance Energy & Anr. v. Maharashtra State Road Development Corporation Ltd & Ors*, (2007) 8 SCC 1

² https://www.argus-p.com/papers-publications/thought-paper/exclusion-clauses-in-contracts-barring-a-claim-for-damages-a-study-on-the-enforceability-of-such-clauses-in-india/#_ftn34;

Report No. 199 of Law Commission of India, Report on Unfair (Procedural and Substantive) Terms in Contract (August 2016) at p.213

³ *Simplex Concrete Piles (India) Limited v. Union of India*, ILR (2010) II Delhi 699; *MBL Infrastructures v. Delhi Metro Rail Corporation*, 2023 SCC OnLine Del 8044.

c. Inadequate Legal and Operational Definitions

The RFP issued by JCTSL in Section 'DEFINITIONS & ABBREVIATIONS' lacks exhaustive definitions of legal terms and operational parameters and includes definitions which are ambiguous and incorrect. For example, the definition of 'Buses' states:

"Buses means specifications of buses owned by JCTSL which are to be operated and maintained as per this RfP."

It is inconsistent with the operator-owned model outlined in this RFP, wherein the operator is responsible for procuring, operating, and maintaining the buses. This contradiction may create confusion for bidders, as it misrepresents the ownership structure and could lead to disputes during the contract period.

The definition of 'Bus Operators Agreement' mentions "...Successful Bidder to provide Bus Service to JCTSL, Jaipur". When read alongside the definition of 'Bus' and the absence of a clear definition for 'Bus Service', the scope of the 'Bus Operators Agreement' becomes ambiguous, leading to misinterpretations.

Similarly, "AC Buses" is defined as "Air Conditioning bus with heating system for winter season". Considering the climatic conditions of Jaipur, this definition overlooks the operational requirement of Jaipur, where demand for cooling systems during summer has precedence over heating requirements. This definition misrepresents operational priorities in Jaipur, creating unnecessary hurdles for potential bidders and increasing the risk of non-compliant proposals.

Clause 5 of Sub-section II of Section I of the bid document introduces the eligibility of bidders in case the bidder(s) is JV or Consortium. But the RFP in this or any of the other sections does not define the term JV and Consortium.

Section II (6.2) and Section III refer to the terms L1 and L2 in the context of dividing quantities among more than one bidder at the time of award without defining them in the RFP, leaving them open to interpretation(s). It is generally understood that L1 refers to the lowest bidder and L2 to the second-lowest bidder. However, the lack of a clear definition raises questions about whether L1 and L2 are determined solely based on the quoted price or if other factors, such as technical qualifications, will also be considered (See Section 4 (b) on Evaluation Criteria of this document for further discussion on L1 and L2).

Recommendations

1. The section of “DEFINITIONS & ABBREVIATIONS” should be revised with correct definitions of the above-mentioned terms.
2. Inclusion of legal terms such as Operator, Concession Agreement, Letter of Award, Contract Period, Warranty, Bill of Quantity, Indemnity, Liability, Force Majeure, etc, will provide a contractual framework for governing the relationship between JCTSL and the Operator.
3. Similarly, including the operational parameters like Load Factor, Frequency, Full Passenger Load, Fleet Availability, Technical Specifications (GPS/GPRS/PIS and other IT equipment), Fleet Operational Plan, etc., will ensure clarity, uniformity, and minimise the risk of misinterpretations.

General best practice followed by utilities in such matters may be informed by documents notified by the Delhi Transport Corporation (DTC) and Bhopal City Link Limited (BCLL) (refer to Figure 5 in Annexure).

d. Referring to Outdated/Incorrect Resources

While specifying technical standards for CNG buses, the RFP directs the bidders to refer to the www.moud.gov.in website for bus design and specifications. It is to be noted that this website has been taken down and replaced by www.mohua.gov.in since July 2017. Similarly, Section II sub-section 2 (2.1) (2.1.2) provides the incorrect website to locate all bidding documents by directing bidders to visit <http://sppp.rajasthan.gov.in/> instead of <https://sppp.rajasthan.gov.in/>.

Additionally, Clause 1.2 ‘Period of Contract’ in Section VI of the RFP states that the period of contract can be extended by two years (one year + one year) after inspection from “JCSL”. However, no such authority has been mentioned anywhere in the RFP.

Such instances indicate a lack of due diligence in giving crucial information associated with the bidding process in the RFP document.

Recommendations

1. In Section V – Schedule 2, www.moud.gov.in should be replaced by www.mohua.gov.in to ensure that bid participants refer to the correct and latest standards.
2. Section II sub-section 2 (2.1) (2.1.2) should be updated with correct website address <https://sppp.rajasthan.gov.in/>.
3. Section VI Clause 1.2 shall be updated with either correct authority name or clarify details of the mentioned authority i.e. “JCSL”.

e. Poor Structure and Formatting of the RFP

The RFP document and subsequent Corrigendum documents uploaded by JCTSL on the tender portal are presented in a poorly scanned image format, significantly compromising their readability and accessibility.

Additionally, the document lacks a uniform numbering scheme for sections, sub-sections, and clauses. For instance, it incorrectly cross-refers 'Section III. Evaluation Criteria' as 'Evaluation and Qualification Criteria' in Section II sub-section 2 (2.1) (2.1.1) and Section II sub-section 5 (5.08) (5.08.1). This inconsistency makes it difficult for bidders to navigate the RFP and cross-reference related sections.

Poor-quality scans with blurred text, misaligned pages, illegible sections, and poor documentation practices displayed in the RFP shall pose difficulties for bidders to interpret key terms, specifications, and instructions.

Recommendations

1. JCTSL shall provide machine-readable and clear documents on the website.
2. Update Section II sub-section 2 (2.1) (2.1.1) and Section II sub-section 5 (5.08) (5.08.1) with the correct cross-referred section name.
3. Ensure document adheres to consistent formatting and clear labelling of the sections, sub-sections and clauses.

Comments on Eligibility and Qualification of the Bidders

This section provides an assessment of the eligibility and qualification requirements stipulated in the RFP. The objective is to highlight any ambiguities, inconsistencies, or gaps that may impact bidder participation and recommend improvements to enhance transparency and procedural clarity.

a. Eligibility and Qualification Parameters

Clauses 3 and 4 of sub-section II of Section I of the RFP outline eligibility criteria for the bidders by defining parameters such as 'Net Worth' and 'Average Annual Turnover', but fail to provide their computation in this section. The document's poor readability and structure obstruct the bidders from locating the definition, interpretation and computation of these criteria. The formula for the computation of 'Net Worth' and clarifications on 'Average Annual Turnover', which are provided in the Form Tech III of Section IV, should be added in the section on 'Eligibility and Qualification Criteria of Bidders'.

Recommendation

Formula for the computation of 'Net Worth' and clarifications on 'Average Annual Turnover' should be added in the sub-section II of Section I - 'Eligibility and Qualification Criteria of Bidders'.

b. Criteria for JV/Consortium

Clause 6 of Sub-section II of Section I of the bid document outlines conditions for meeting the eligibility and qualification criteria for a Consortium. But it does not clarify if the same conditions are applicable for JVs as well. Additionally, it also fails to clarify whether each member must individually meet the experience criteria for operating and managing buses or if the qualification can be fulfilled collectively by the Consortium/JV.

Similarly, sub-clauses (ii), (iii), (iv) provide conditions for stake ownership in case of JV/Consortium without specifying the document(s) that JV/Consortium bidders must submit as proof of the consortium's legal formation or existence.

Further, clause 6(v) specifies that to be eligible to submit a bid, the bidding Consortium to have a lock-in period of a minimum of six years. But the bid document invites bids for a contract period of a minimum of eight years, which is extendable up to two years. This discrepancy creates uncertainty regarding the enforceability of commitments from Consortium/JV members beyond the lock-in period.

Recommendations

1. Clause 6 of Sub-section II of Section I should be revised to explicitly state whether the eligibility and qualification conditions applicable to a Consortium also extend to JVs.
2. Clause 6 should also be updated to specify the required documentation for validating the existence and legal standing of a Consortium/JV.
3. Clause 6(v) should align the minimum lock-in period of the Consortium/JV with the contract duration by extending it to a minimum of eight years.
4. Provisions should be included for extending the validity of the Consortium/JV if the contract between JCTSL and the successful bidder is extended beyond the initial term.

General best practice followed by utilities in such matters may be informed by an RFP notified by BCLL and is as follows.

BCLL in Section 4.8 and 4.9.4 in its RFP (BCLL/TENDER/NIT142) outlines Conditions for Consortium of Companies/JV, where it necessitates the requirement of a Joint Bidding Agreement specifying the following:

- Technical capability for sole bidder and Consortium/JV
- Financial criteria for sole bidder and Consortium/JV
- Intent and ownership/stake commitment of JV
- Proposed roles and responsibilities of each member of JV
- Statement ensuring Accountability of JV in delivering the contract responsibilities

Refer to Figure 4 - 6 in Annexure.

Comments on Bid Submission Process

This section highlights ambiguities in the RFP regarding the documentation requirements for technical and financial bids.

a. Documents Required for Bid Submission

The RFP requires bidders to submit two separate bids: technical and financial. However, the bid document does not define the processes and requirements specific to each bid type. For instance, Section II - 3.2.1 (iii), (iv), (v), (vi) and (vii) does not specify which documents need to be attached for the technical and financial bid, creating ambiguity and plausibility of non-compliance by the bidder.

Additionally, the RFP in Section II (3.2) does not specify the types of documents acceptable as valid evidence for technical and financial bid evaluations. For example, while bidders are required to demonstrate their experience in operating and maintaining buses, the RFP does not provide a list of documents (e.g., contracts, certificates, or performance reports) acceptable for validating the same.

Recommendation

The RFP should include sub-sections/clauses specifying a comprehensive list of documents required for each bid type in its Section II.

Comments on Evaluation and Selection of Bid

This section highlights issues regarding the evaluation and selection process outlined in the RFP. It addresses the lack of clarity in the methodology for evaluating technical and financial bids, as well as the ambiguities in the selection criteria for successful bidder(s).

a. Evaluation of the Bids

Evaluation of technical bids is a critical prerequisite for determining the bidders that qualify for the subsequent stage (opening of financial bids). Despite such importance, the RFP lacks a clear and detailed methodology for evaluating technical bids.

For instance, Section II Clause 5.6.3 of the RFP elaborates on the responsiveness of the bids submitted by the bidders. It mandates the procuring entity (JCTSL) to ensure that the technical and financial aspects of the bid are responsive and meet JCTSL's requirements and specifications without any 'material deviation or reservation'. However, in doing so, the RFP deviates from Rule 59 of the Rajasthan Transparency in Public Procurement Rules, 2013. Rule 59 requires that responsive bids must meet the requirements of the bid documents and not only be free from 'material deviation or reservation' but also

from 'omission'. The absence of 'Omission' in this clause raises concerns that a bid failing to submit part or all of the required documents may still be considered for further evaluation, as long as it does not contain 'material deviation or reservation'.

The RFP also does not provide weightages of various technical parameters, such as experience in operating similar projects, fleet management capabilities, or adherence to technical specifications given in the RFP. Such omissions can potentially undermine a fair and transparent selection process.

Further, for the evaluation of financial bids, Section II (6.3.2) states that JCTSL shall ensure that the price of the successful bid is "reasonable and consistent with the required quality" before awarding the contract. However, the RFP does not define the criteria to evaluate reasonability, nor does it define what constitutes "reasonable pricing" or "required quality." These subjective interpretations in such matters are grounds for unfair practices, litigation, and undermining competitive bidding.

Such instances in the RFP highlight that the bid evaluation process has been inadequately addressed, raising concerns about its legitimacy and transparency.

Recommendation

The RFP should include a comprehensive and transparent framework for evaluating technical bids. This framework should outline the specific parameters, weightages, and evaluation methods to be used, ensuring that only technically qualified bidders proceed to the financial bid stage.

b. Selection of the Bid(s)

The RFP introduces a provision for dividing the contracted bus quantity among multiple bidders. These bidders are referred to as L1 and L2 in the section. Section II (6.2) specifies that such a division may be considered when the quantity to be procured is very large and may not be in the capacity of a successful bidder to fulfil procurement requirements. Here, the division criteria declaring "quantity to be very large" or "not in the capacity of bidder" are very subjective and contrary to the conditions laid out in the RFP. While it is commonly understood that L1 refers to the lowest bidder and L2 to the second-lowest bidder, such critical terms, when left undefined, can lead to contestation of the final award.

In cases where multiple bidders quote the same price, it is unclear how L1 and L2 will be determined, potentially leading to disputes or challenges during the selection process.

Recommendations

1. Section II (6.2) should define the term "very large quantity" using objective and quantifiable criteria to avoid ambiguity in bid division.
2. The phrase "not in the capacity of the successful bidder" should be replaced with clear assessment criteria, such as financial capacity, operations capacity, or past performance, to ensure transparency.

JCTSL's Requirements and Specifications

This section studies the requirements and specifications outlined in the RFP and highlights the inconsistencies, gaps and ambiguities in the respective sections.

a. Service Level Standards

This RFP, in Schedule 1 of Section V, specifies standards of service for bus operations and the required service quality level, along with formulae to calculate it. It lists six parameters to be considered for evaluating the quality of service. Figures 1 and 2 capture the parameters listed by JCTSL and BCLL, respectively. Evidently, the service parameters listed are not exhaustive, and critical parameters like Occupancy ratio, Trip efficiency, User satisfaction, Non-stoppage at designated points, Functioning of AC and Camera inside the buses, and non-completion of the entire trip have been omitted. These parameters are critical for efficient operations, quality of services and satisfactory service quality for the benefit of commuters.

Additionally, clause E in Section V of the RFP requires that the Total Fleet Availability should be at 98% for the first two years, 96% from the third year to the fifth year and 94% for the rest of the agreement period. But it fails to give the formula for calculating the total fleet availability.

Further, the formula for calculation of 'Reliability of Buses' provided under the Schedule-I of Section V (Standards for Service of Bus Operations) is 'Total No. of Breakdowns per 10,000 km' and the 'Specified Service Quality Level' is 'Less than 5 in any quarter'. When the reliability of buses is calculated in terms of breakdowns per kilometres served, the service quality level being specified in terms of time-period (breakdowns per quarter) is problematic.⁴

b. Timeline for Setting Up CNG Fuelling Station

The RFP, in section I, sub-section II (d), assigns the responsibility of setting up the CNG fuelling station to the operators. But it fails to outline clear guidelines regarding timelines, conditions, and procedural requirements for establishing the stations. The absence of well-defined timelines and regulatory expectations may lead to delays in the commissioning of the CNG fuelling station, potentially affecting fleet deployment schedules and overall service delivery.

⁴ As per the minimum required km per day of 200 km and 95% minimum bus utilisation under the Schedule I of Section V (Standards for Service of Bus Operations), a bus will be required to run about 17,000 km per quarter. Does this mean that less than 05 breakdowns per 17,000 km is the specified service quality level?

c. Depot Space Management

The RFP states that JCTSL will provide locations for parking buses and setting up a CNG station within its existing depot. However, the document does not outline the roles and responsibilities of both the operator and JCTSL regarding the management of depot space. The RFP fails to provide details on essential facilities that are critical for smooth operations, such as water supply, sanitation, rest areas for drivers between shifts, and security services at the depot. The ambiguity may lead to disputes over maintenance, allocation, and utilisation of the depot space.

For reference, utilities like PMPML have incorporated a Parking Space License Agreement, outlining obligations and responsibilities of both utility and operator (refer to Figure 7 in Annexure).

d. Accountability and Compliance of JCTSL

The RFP stipulates penalties applicable to operators for non-compliance under Section V; however, it does not define any penalties or liabilities for JCTSL in the event of non-fulfilment of its payment obligations. Furthermore, the RFP requires participating bidders to furnish a 'Performance Security' in the Escrow Account, which may be utilised for any deductions or penalties imposed on the operator. However, the RFP does not specify whether a similar arrangement has been established to secure timely payments to the operator by JCTSL. The absence of such provisions creates an imbalance in contractual obligations, potentially leading to disputes and litigation during the contract term.

Additionally, Schedule-I of Section V (Standards for Service of Bus Operations) ends with a note stating that 'repeated non-adherence' to the standards of service can be considered as 'Event of Default' leading to termination. As this clause can effectively lead to termination of the agreement between JCTSL and the successful bidder, not explicitly specifying what amounts to 'repeated non-adherence' is problematic.

Recommendations

1. The RFP should define critical service quality parameters and methodology for measuring and evaluating these parameters for ensuring transparency and accountability in service quality assessment.
2. Clause E in Section V should explicitly specify the correct formula for calculating 'Total Fleet Availability' and 'Reliability of Buses' to ensure consistency in evaluation.
3. Clear stipulations on the expected timeframe for site selection, approvals, infrastructure development, and operational readiness are essential to ensure alignment with the fleet deployment plan and should be included in the RFP.
4. The RFP should explicitly define the roles and responsibilities of both the operator and JCTSL concerning depot space management. It should provide clear details of the available depot facilities, specify JCTSL's obligations in this regard, and outline penalties for any failure to meet these provisions.
5. The RFP should also include provisions for addressing situations where either JCTSL or the operator fails to fulfil their commitments.
6. It should also clarify the rights and obligations of JCTSL to enable effective oversight over the performance of the winning bidder during the contract period.

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Annexure

1. Parameters listed by JCTSL and BCLL

SCHEDULE-1			
STANDARDS OF SERVICE FOR BUS OPERATIONS			
Minimum service quality levels (average per month per quality parameter) in respect of the Bus Service shall be maintained as under			
S. No.	Quality Parameter	Formula	Specified Service Quality Level
1.	Fleet Utilization	No. of buses operated * 100/ No. of buses scheduled for each quarter.	For first 2 years 98 %. For 3 rd to 5 th year 96 %. From sixth year onwards 94 %
2.	Bus Utilization	Kms operated by all buses / Total no. Of km as scheduled to be operated by JCTSL in a single quarter.	95%.
3.	Reliability of buses	Total no. Of breakdowns per every 10,000 km operated.	Less than 5 for any quarter
4.	Safety of Operations	No. of accidents	Negligible
5.	Punctuality (adherence to the Time Schedule)	No. Of trips on time at start *100/Total no. of trips operated.	95% or better during any quarter
6.	Cleanliness of buses	No. of buses observed or reported dirty*100/ Total no. of bus trips operated.	95% or better during any quarter

Figure 1: JCTSL: Standards of service parameters in the RFP document

10 Service levels and fines and penalties for deficiencies			
10.1 Standards of service for bus operations			
Minimum service quality levels (average per month per quality parameter) in respect of the Bus Service shall be maintained as under (Maintenance Schedule)			
SN	Quality Parameter	Formula	Specified Service Quality Level
1	Fleet utilization	No. of buses operated*100/ No. of buses scheduled	95
2	Bus utilization	Kms operated by all buses / Total no. of buses held	180 km per day (minimum)
3	Occupancy Ratio	Avg. no. of passengers inside the bus per day / capacity of the bus including standees	60
4	Trip Efficiency	No. of trips operated*100/ No. of Trips Scheduled	98 or above
5	Reliability of buses	Total no. of breakdowns*10000/ Total Kms operated	Less than 5
6	Safety of operations	No. of accidents*100000/ Total Kms operated	Preferably none
7	Punctuality (adherence to the Time Schedule)	No. of trips on time at start*100/ Total no. of trips operated	98 or better
8	Cleanliness of buses	No. of buses observed or reported dirty*1000/ Total no. of bus trips operated	Nil
9	User Satisfaction	No. of complaints*1000/ total trips operated	Less than 2
10	Non Stoppage at Designated Points	No. of Stops where the bus stopped*100/Total number of stops on the route	95%
11	Non- Completion of entire trip	Total km operated per trip*100/total route length	100%

Figure 2: BCLL: Standards of service parameters in the RFP document

2. Disclaimer from RFP notified by JCTSL

Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidders / Bidder(s), whether verbally or in documentary or any other form, by or on behalf of JCTSL (the Authority) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP (the “Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with qualification of Bidders for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to qualify the Proposals for opening of Financial Bids or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Proposals or Bids without assigning any reasons whatsoever.

Figure 3: JCTSL disclaimer page from the RFP

3. Referred sections from RFP notified by BCLL

3 DEFINITIONS AND ABBREVIATIONS

In this RFP, the following word (s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below: -

“Agreement Period” shall be 8 (eight) years for which agreement is entered into between the bus operator and BCLL, starting from the date of execution of the Agreement, as per terms and conditions of RFP or a shorter period resulting from termination of contract/agreement. The Contract Period may be extended by further period of 02 (Two) years at sole discretion of the BCLL, subject to a review of performance and inspection of Buses and as per the terms specified in the Contract.

1. “Aims and Objectives of the Bus operation” has the meaning ascribed to it in the RFP.
2. “Arbitrator” An arbitrator appointed as per provisions of the RFP.
3. “Bid” means the proposals submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof.
4. “Bidder” means any person(s) including sole applicant/proprietor, a firm, Association of Partners, Company, Society, Trust, Limited Liability Partnership (LLP), Consortium, Joint Venture (JV) etc. who submits a Bid along with Bid Security under this RFP within the stipulated time for

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submission of Bids.

5. “Bid Process” means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of Bids.
6. “Bid Security” also referred to as “EMD” shall have the meaning ascribed to it in clause “Preparation of bids”.
7. “BQS” means Bus Queue Shelters constructed at BCLL bus stops.
8. “Break down repairs” is the immediate repair of vehicles which cannot be operated satisfactorily due to defects developed in it.
9. “Bus Depot” The space/area for general management, repair and maintenance, washing and cleaning, besides parking etc.
10. “Bus Operator Agreement” means the Agreement including, without limitation, any and all Annexure thereto which will be entered into between BCLL and the Successful Bidder through which BCLL will grant the rights to the Successful Bidder to Own, Operate and Maintain the buses during the Period of the contract/agreement as per terms specified in RFP.
11. “Bus Operator” means the Successful Bidder with whom BCLL shall enter into the Bus Operation Agreement on Own, Operate and Maintain basis.
12. “Bus Operations” has the meaning of Inter and Intra City Bus Operation in the Cluster(s) as specified in the RFP
13. “Bus stand/station” means a structure where city or intercity buses stop to pick up and drop off passengers. While the term bus depot also refers to a bus station, “bus depot” may be used to refer to a bus garage. A bus station is larger than a bus stop.
14. “Bus Stop” means a place earmarked on the route of buses where buses stop for a short duration for passengers to board or alight from the buses.
15. “Central Control & Command Centre” means a central facility of BCLL used mainly for service monitoring and operations control etc. through hosting the central server and components thereof.

Figure 4: BCLL RFP Section 3

4.8 Documents constituting Bid

The documents constituting the Bid shall be as follows:

4.8.1 Technical Qualification and Eligibility Criteria

Technical Qualification:

A bidder shall be required to fulfill the following eligibility criteria:

Technical Capability for Sole Bidder and JV/Consortium:

Minimum Two (02) year's experience in Operation and Planning / Managing / Monitoring & maintenance of day to day Public Transport operations / city bus service / intercity bus service / school buses / staff buses of fleet equal as below:

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S.No.	Cluster Details	Minimum Fleet Size for Sole Bidder	Minimum Fleet Size for Lead Bidder & JV/Consortium	
			Lead Bidder	JV/Consortium
1	Bidder bidding for one cluster of 100 buses	50 Buses	25 Buses	50 Buses
2	Bidder bidding for two cluster of 200 buses	75 Buses	38 Buses	75 Buses
3	Bidder bidding for three Cluster of 300 buses	100 Buses	50 Buses	100 Buses

In the event that any of the above numerical figures arrived are in decimal, next higher whole number shall be taken.

Such experience must be demonstrated through a permit / an explicit contract/ document duly supported by affidavit/Bus Operator Agreement of operations with a public sector entity/ Government or semi Government Department or a private entity.

Financial Qualification:

Average Net Worth (Rs.) for last two FY Years i.e. for F.Y. 2017-18 and 2018-19	Average Turnover (Rs.) for last two FY Years i.e. for F.Y. 2017-18 and 2018-19
02 Crore (Rs Two Crores)	10 Crore (Rs Ten Crores)

Note:

1. The Sole Bidder fulfilling both the above mentioned criteria (i.e. Turnover and Net Worth) shall be considered as Financially Capable.
2. For calculating average turnover last two financial years shall be reckoned as F.Y. 2017-18 and 2018-19 It is to be noted that complete audited financial statements, certified by Chartered Accountant, will be required which include Balance sheet and Statement of Profit & Loss.
3. In case of JV/Consortium cumulative average Turnover and Net Worth of all the members will be considered, provided average net worth of all the partners should be positive.
4. In case of JV/Consortium, it is not mandatory for JV/Consortium Partner to fulfill both Technical and Financial Criteria individually, rather JV/Consortium should fulfill as a whole along with fulfilment of financial and technical criteria as mention above.

4.8.2 Financial Bid

The Financial Bids should be in the form and manner set forth in the RFP.

Every Bidder has to submit separate financial bid and separate EMD.

The financial bid should be submitted in Amount (Figure) not in percentage and can be applied online only.

Figure 5: BCLL RFP Section 4 (4.8)

4.9.4 Conditions for Consortium of Companies Joint Ventures (JV) etc

Consortium/JV will be allowed, having a maximum of 3 members. Members can have sub contract with other parties for fulfilling their respective obligations under the contract.

It is to be submitted in the undertaking by the JV/Consortium that all the members of JV/Consortium will be severally and jointly responsible for the Bus operation conditions as mentioned in the RFP. The Bidder bidding as Consortium shall provide a Joint Bidding Agreement between the consortium members specifying the followings:

1. Convey the intent to form the JV/Consortium with ownership/stake commitment(s) in accordance with the provisions of the RFP, which would enter into the Contract Agreement and subsequently perform all the obligations of the Operator as per Agreement terms, in case the Project is awarded to the Consortium;
2. Clearly outline the proposed roles and responsibilities, if any, of each member;
3. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project during Contract Period.

4.9.4.1 A Consortium shall be eligible and qualified for consideration subject to meeting the additional conditions set out in hereunder;

- (i) Each Consortium must meet Eligibility Criteria set forth in the RFP.
- (ii) Each Member of JV/Consortium should have an average positive Net Worth for last two Financial years as on 31st March 2019.
- (iii) A Bidding Consortium is required to nominate a Lead Member. Lead Member should have minimum 60% stake in the consortium and shall be authorized to sign the Proposal on behalf of the Consortium and do all deeds and acts on behalf of the Consortium. The nomination should be supported by a Power of Attorney in favor of the Lead Member as per format in the RFP. In case other members are Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid. The same should be uploaded as part of Technical Bid for online tendering process. Lead member is to be decided by the mutual agreement of the parties in Consortium.
- (iv) An entity can be a member of more than one bidding Consortia subject to fulfillment of Technical and Financial criteria as mentioned in the RFP, except for the same Cluster.
- (v) The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.

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- (vi) Except as provided under this RFP and the Proposal Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the BCLL
- (vii) In case a Bidder is a Consortium/JV, then the term Bidder as used in this Clause, shall include each Member of such Consortium.
- (viii) The lead member will have the right to make a consortium of operators, sub-contractors, financiers, OEMs as needed to deploy buses. Operator can make this consortium or subcontract prior to or post getting the contract awarded. Operator will intimate the respective government authorities regarding such sub-contracts and changes.
- (ix) In case of any consortium formed post the award of bid, obligations to fulfil responsibilities of the tender remains with the lead bidder even in case of consortium, subcontracting, JV.

Figure 6: BCLL RFP Section 4 (4.9.4)

4. Referred sections from the CNG bus contract notified by PMPML

SCHEDULE V – PARKING SPACE LICENSE AGREEMENT

[AUTHORITY] [description of the relevant authority] and having its principal office at [.....], (hereinafter referred to as "The Authority" which expression shall include its successors and permitted assigns);

AND

M/s [XYZ], a registered under the Companies Act, 2013 acting through _____ having its registered office at _____ (hereinafter referred to as the "Operator", which expression shall include its successors and permitted assigns).

The Authority and the Operator are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS:

- The Parties have entered into a Contract dated _____ (hereinafter the "Contract") whereby the Authority has granted to the Operator a non-exclusive right to procure, operate and maintain the Buses and provide Bus Services within the specified Bus Service Area in the Pune Metropolitan Region. (hereinafter the "Project") and the Operator has agreed to undertake the Project on the terms and conditions contained therein.
- Pursuant to the Contract, the Authority is providing to the Operator the right to use and the right of way to the Parking Space ("Parking Space"), the details whereof are provided in Annexure 1 to this Parking Space License Agreement for the limited purpose of implementation of the Project.
- The Parties are hereby entering into this Parking Space License Agreement to specify the terms and conditions of the use of the Depot by the Operator.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

- All capitalized words used but not defined herein shall have the meaning specified in the Contract.
- The Authority hereby provides on a license basis the Parking Space along with such facilities, equipment and machinery to the Operator as detailed out in Annexure 1 to this Agreement and the Operator takes on the Parking Space on the terms and conditions of this License, it being recorded that the Authority warrants that the Parking Space will, save for the reasons beyond its reasonable control, be fit for the purpose for which it is to be used by the Operator, namely to provide a reasonable shelter for the contracted Buses while not in use and to facilitate the cleaning, repair and maintenance of the contracted Buses.
Provided, however, the Operator shall have no right, title, interest or any ownership rights over the Parking Space or any part thereof.
- This Parking Space License Agreement shall come into operation on the date of execution hereof and shall terminate on the termination or expiry of this Parking Space License or the Contract for whatever reason, whichever is the earlier ("License Period"). For all intents and purposes, the term of this Parking Space License Agreement shall be co-terminus with the Contract.



For HANSA TRAVELS

Handwritten signature

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Figure 7: Parking space license agreement by PMPML