

Smart City
MISSION TRANSFORM-NATION



REQUEST FOR EXPRESSION OF INTEREST OPERATION & MAINTENANCE OF CITY BUSES IN AURANGABAD

March 23, 2018



AURANGABAD
SMART CITY

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Information provided in this EOI to the Applicants may be 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 the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in anyway in this process.

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI. The issue of this EOI does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the operation and maintenance of the city buses, and the Authority reserves the right to reject all or any of the Proposals without

assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the EOI process.

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1. NOTICE INVITING EXPRESSION OF INTEREST (EOI)

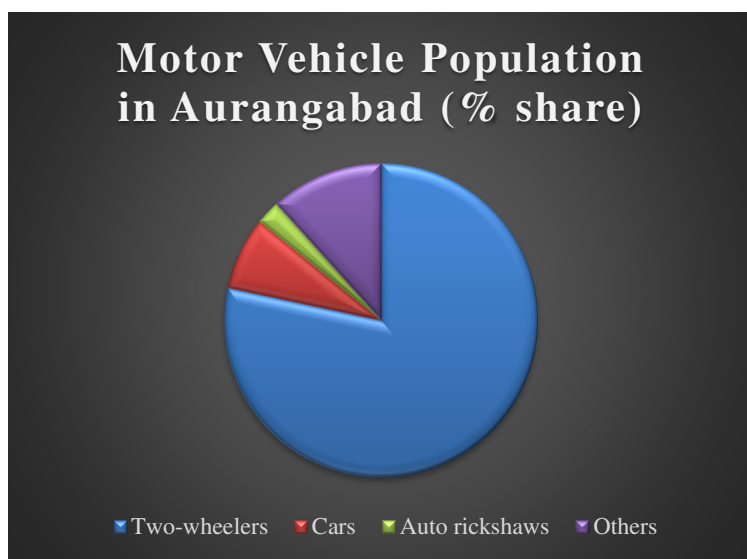
Sr. No.	Particulars	Details
1	Name of the Authority	Aurangabad Smart City Development Corporation Ltd (ASCDCL)
2	Name of the Work	Operation and Maintenance of City Buses
3	Date of Issuance of EOI	March 23, 2018
4	Issuing Authority	Chief Executive Officer, Aurangabad Smart City Development Corporation Ltd (ASCDCL)
4	Authority Contact Person	The Nodal Officer/ Executive Engineer-1, ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001
5	Authority Address/Email for Seeking Clarifications on EOI	ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001 eeef@aurangabadmahapalika.org sikanderali@mc@gmail.com
7	Authority Website	www.mahatenders.gov.in
8	Date and Time for Presentations to ASCDCL Committee on Transport	April 05, 2018, 11.00 AM <i>Note: Each agency participating in the EOI process will be given 20 minutes to present and 10 minutes for a Q&A session.</i>
9	Venue of Presentations	Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001
10	Date and Time for Submission of Hard Copy of the Project Concept Note along with other Documents	April 10, 2018, 04.00 PM
11.	Venue of Project Concept Note Submission	ASCDCL, War Room, Ambedkar Research Center, Near Amkhas Maidan, Aurangabad-431001

2. INTRODUCTION

2.1. Background

The Aurangabad Municipal Corporation area spreads over 170 sq. km. and as per 2011 census houses a population of 11.75 lakh with 6.09 lakh males and 5.66 lakh females. The city has grown 20 times since 1951 and the decadal growth rate for 2001-2011 was about 34%, according to the Aurangabad Smart City proposal. The city has emerged as a major industrial centre with four Maharashtra Industrial Development Corporation (MIDC) developed areas spread over 3180 Ha in its vicinity. Often known as the tourism capital of Maharashtra, Aurangabad attracts thousands of domestic and foreign visitors.

However, availability of public transportation has turned out to be a major issue in recent years with the city relying primarily on personal motor vehicles and auto-rickshaws for their commuting needs. According the Regional Transport Office data, the number of registered vehicles in Aurangabad has increased significantly over the years, rising from 5,83,027 in 2010 to 10,20,021 in 2015. Of the total number of registered vehicles, the share of two-wheelers is 78%.



Source: Aurangabad Smart City Proposal and Regional Transport Office (as of 2015)

Daily commuters rely heavily on about 25,000 auto-rickshaws operating in different parts of the city. Additionally, Maharashtra State Road Transport Corporation (MSRTC) currently operates 30 buses as part of its city bus service on select routes.

There is thus a pressing need to augment the public transport infrastructure of Aurangabad, and the residents of the city chose the same to be taken up as part of the pan-city component of the Aurangabad Smart City project

during the public participation initiatives.

Aurangabad Smart City Development Corporation (“the Authority” or “ASCDCL”), a Special Purpose Vehicle (SPV) established as a public limited company under the Indian Companies Act, 2013, for project implementation, therefore intends to facilitate the setting up of a city bus service that would cater to all of Aurangabad with adequate frequency. Moreover, the tourist and economic corridors in the city would be prioritized.

150 buses are expected to be procured and made operational in phases over the next two years as part of the Aurangabad Smart City project, in keeping with a proposal prepared by MSRTC concerning the operation of city bus service. The city buses would be a mix of mini-, mid-, and standard size buses compliant with Urban Bus Specifications (UBS) II. Some of the buses may be solely dedicated to the tourist routes in and around Aurangabad.

To support the city bus operation, ASCDCL intends to invest in ancillary infrastructure such as bus stops, depot space, Passenger Information System (PIS) and GPS tracking. The buses would be operated and maintained on Gross Cost Contract (GCC) basis where the operator would be paid for the service on the basis of operated kilometers with the authority retaining fare collection and revenue from it—further details are laid out in the next section.

The city bus service is planned to be operated under the aegis of Aurangabad Municipal Transport (A.M.T.), constituted as part of Aurangabad Municipal Corporation (AMC) with regard to the relevant provisions of the Bombay Provincial Municipal Corporations Act, 1949. Aurangabad Municipal Corporation (AMC) has equity shareholding in ASCDCL who is “the Authority” in this case. AMC and Maharashtra government have majority shareholding and control of ASCDCL.

ASCDCL hereby requests interested parties to respond to this call for Request for Expression of Interest for the operation and maintenance of city buses in Aurangabad, Maharashtra under two categories. Under Category I, proposals are invited for a scenario where the authority will provide the land area for bus depot development. Under Category II, proposals are invited for a scenario where the operator will provide the land area for bus depot development.

3. SCOPE OF WORK

Two scenarios are envisioned as part of this Expression of Interest document. In the first scenario, the land area required for bus depot development is to be provided by the Authority. In the second scenario, the land area required for bus depot development is to be provided by the operator. The proposals are thus invited separately under Category I and Category II respectively as per Appendix 9. All other provisions envisioned under this section remain the same for Category I and Category II.

3.1.1. ASCDCL intends to select a Service Provider to operate and maintain high quality buses—with GPS tracking, Passenger Information System (PIS), and other on-bus ITS features—for a tentative period of 5 years. The Service Provider shall operate the buses on designated routes as specified by ASCDCL at the time of issuing the RFP. Buses would be provided by the Authority as per the specified timeline: in the first phase 50 buses would be made available at the time of commencement; in the second phase up to 100 buses may be procured and made available for operation within two years of commencement. The estimated date of commencement is within nine months of issuing this EOI.

- 3.1.2.** The fleet will be a combination of micro-, mini-, midi-, and 12 m AC/Non-AC diesel buses compliant with Urban Bus Specifications II issued by the Ministry of Housing and Urban Affairs. In the first phase of the project, 50 new fully built non A/C diesel BS IV Midi buses of 900mm floor height compliant with UBS-II specifications will be provided. The remaining number of buses of each type will be specified at the time of issuing of the request for proposal (RFP) for operations and maintenance of buses.
- 3.1.3.** The Service Provider will be responsible for hiring drivers, supervisors, and maintenance crews. The Service Provider will operate bus services as per a daily schedule provided by the Authority, subject to a guaranteed minimum number of daily km. The Service Provider will be subject to a maintenance and performance schedule, to be specified at the time of issuing of RFP.
- 3.1.4.** The Service Provider will incur all the expenditure pertaining to day-to-day operations of the buses like, fuel, manpower, maintenance, taxes, etc., and also be responsible for legal compliances like vehicle fitness certificates, pollution under control certificates, permits, insurance, road tax, etc., and bear all the costs pertaining to the same.
- 3.1.5.** The Service Provider will ensure compliance with labour laws of the state and provide statutory benefits to its workers. The Service Provider will also take out insurance for their staff and bear all expenses towards the same.
- 3.1.6.** The Authority will prepare a service plan in consultation with the Service Provider. Costs pertaining to mobilizing resources/appointing consultants towards preparing the service plan will be borne by the Service Provider.
- 3.1.7.** The operator will have to submit bank guarantee/performance guarantee for the period of contract, the details of which will be specified at the RFP stage.
- 3.1.8.** Infrastructure development at depot such as parking infrastructure, levelled land area, boundaries, sheds, fuel station, etc., will be the responsibility of the Service Provider, who will develop and maintain the same through the end of the contract period. A tentative list of depot infrastructure to be developed and maintained by the Service Provider is included in Appendix 11. In addition, the Service Provider will be responsible for building workshops and procuring tools and equipment for bus maintenance. The Service Provider will carry out bus cleaning regularly as per an agreement with the Authority. It will be the responsibility of the Service Provider to bear all costs incurred on spare part replacement and all accidental repairs.

- 3.1.9.** The collection of fares will be undertaken through a separate contract by the Authority, and the Service Provider shall be required to co-operate with the Authority to ensure collection of fares. The Service Provider will not collect fares, nor will the Provider receive fare revenue directly. The Authority will identify and secure funding sources for the system and compensate the operator for services provided. The Service Provider shall be paid as per the actual operated km, with adjustments made in accordance with minimum assured km as per specific formulae. The formulae for calculating payments to the operator will also include provisions for considering variations in fuel prices and other variables. In addition, a list of incentives will be developed to ensure that the required performance is achieved. All rights to advertisement, sponsorship, or naming rights associated with the system will remain with the Authority.
- 3.1.10.** The Service Provider would be required to mobilize finances, procure, develop necessary infrastructure, and operate the city bus service in accordance with the specifications and standards set out and under other applicable laws/ bylaws governing such operations.
- 3.1.11.** An agreement for development, operation, management, financing of the Project (“Concession Agreement”) with development milestones and operations requirements/ specifications/ performance standards clearly set out is expected to be executed between ASCDCL and the Service Provider for the project. The draft Concession Agreement would also provide specific rights towards use of road infrastructure, bus stops, and bus depot for use by the Concessionaire.

4. INSTRUCTION TO BIDDERS

4.1. Eligible Bidders

- 4.1.1.** The Bidders eligible for participating in the Request for Qualification and Proposal process shall be any one of the following:

Type 1: A Business Entity; or

Type 2: A registered Co-operative Society

Type 3: A combination of a maximum of three (3) members, comprising one Lead Member who is a Type 1/ Type 2 entity with other members who are Type 1/ Type 2/ Partnership Firm / registered Co-operative Society / individual / VCF entity and shall hereinafter be referred as "Consortium".

(i) Venture Capital Fund (“VCF”) registered under the SEBI¹ (Venture Capital Funds) Regulations, 1996 and incorporated under

- a. the Indian Trusts Act, 1882; or
- b. Act of Parliament or State Legislation

Note: A VCF can participate only as other member of Type 3 Bidder and its Charter/ by-laws, as the case may be, shall allow such activities for which this EOI Document is issued.

4.1.2. The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 1, authorising the signatory of the Proposal to commit the Bidder.

4.1.3. Type 2 Bidder is required to submit a letter of undertaking in terms of format set out in Appendix 2.

4.1.4. Notwithstanding anything stated elsewhere in these documents, ASCDCL shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to ASCDCL. A Bidder may be disqualified if it is determined by ASCDCL, at any stage of the process, that the Bidder will be unable to fulfil the requirements of the Project or fails to continue to satisfy the eligibility criteria. Supplementary information or documentations may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by ASCDCL.

4.1.5. A Bidder or member of Consortium which has earlier been barred by ASCDCL / any other entity of ASCDCL or AMC or blacklisted by any urban local body or state government or central government / department / agency in India from participating in Bidding Process shall not be eligible to submit a Proposal, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date. The Bidder or the member of Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Proposal Due Date as per format provided in Appendix 3.

¹ Security and Exchange Board of India

4.2. Eligible Experience

4.2.1. The following categories of experience would qualify (“Eligible Operational Experience”):

Category 1: Stage Carriage (e.g. bus / mini bus / Rural Transport Vehicle (RTV)) operation with requisite valid Permits to operate in India.

Category 2: Contract Carriage (e.g. bus / mini bus / RTV/ cabs/ taxi/ van/ jeep) operations with requisite valid Permits to operate in India.

Category 3: Stage/ Contract Carriage with requisite valid Permits issued by appropriate authority from outside India under equivalent law.

For an operator to qualify as an Eligible Operational Experience, under Category 1, Category 2 and Category 3²:

(a) Operational experience shall be considered in terms of Passenger Car Unit (PCU) Years from April 01, 2015 to March 31, 2018;

(b) Based on Category of experience, relative weights shall be assigned as set out in Table 1; and

(c) Bidder’s experience shall be measured and stated in terms of a score (the “Operational Experience”).

Category	Measurement Parameter	Experience Weight
Category 1	Stage Carriage operation experience in India	1.00
Category 2	Contract Carriage operation experience in India	0.80
Category 3	Stage Carriage/ Contract Carriage operation experience outside India	0.80

Table 1: Eligible Operational Experience

4.2.2. Bidder can quote experience in respect of Operational Experience under any one or all categories. In-case of Consortium, experience of all members of Consortium shall be added together for the purpose of evaluation.

² Stage carriage and contract carriage as defined under the Motor Vehicles Act, 1988

- 4.2.3.** Bidder can quote experience in respect of Operational Experience under any one or all categories. In-case of Consortium, experience of all members of Consortium shall be added together for the purpose of evaluation.
- 4.2.4.** Suitable conversion shall be made based on the size of the vehicle in terms of details set out in Table 2.

Type	PCU Factor
Bus	3.00
Mini Bus	1.50
RTV	1.50
Car /Cabs	1.00
Taxi / Van / Jeep	1.00

Table 2: Type of Vehicle—PCU Factors

- 4.2.5.** In case the Bidder has experience in more than one Category, the experience for each Category would be computed and aggregated to arrive at the total Operational Experience. Experience Score for a given Category (Refer Para 3.2.1) = Number of Vehicles * Experience Weight (Refer Table 1) * PCU Factor (Refer Table 2) * No. of months of operations (from April 01, 2015 to March 31, 2018) divided by 12 months = XXX PCU Years Example for calculating the Calculated Operational Experience is set out in the following Table 3.

Type	No of vehicles with Permit	PCU Factor for the vehicle	Experience Weight	No of Months in Operation (April 01, 2013 to December 31, 2016)	Total PCU Years (“Operational Experience”)
1	2	3	4	5	6 = (2*3*4*5)/12
Category 1					
Bus	35	3.00	1.00	24	210.00
Mini Bus	10	1.50	1.00	20	25.00
Category 2					
Bus	10	3.00	0.80	12	24.00
Mini Bus	5	1.50	0.80	8	4.00
Cab	50	1.00	0.80	12	33.33
Taxi	10	1.00	0.80	18	6.67
Van	2	1.00	0.80	5	0.67
Jeep	1	1.00	0.80	6	0.40
RTV	1	1.50	0.80	3	0.30
Operational Experience (Sum of Total PCU Years Experience)					304.37

Table 3: Sample Operational Experience Computation Table

- 4.2.6.** The Bidders must provide the necessary information as per Appendix 4, 4A and 4B.

4.2.7. Special Case—Type 2 Bidders: Experience of all the Society members shall be considered.

4.3. Financial Capability

4.3.1. The bidders are required to furnish the following information:

- a) net worth as at the end of the most recent financial year (Ref. Appendix 5),
- b) aggregate net cash accruals³ for the last two (2) completed financial years (Ref. Appendix 5), or

The Bidders should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.

4.3.2. The Proposal must be accompanied by the audited annual financial statements of the Bidder (in case of Consortium, financials of Lead Members and other members of the Consortium would be considered for evaluating the financial capability) for the last two (2) financial years.

4.3.3. In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for two years preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

4.4. Additional Requirements for Proposal Submitted by a Consortium

4.4.1. Wherever required, the Proposal shall contain the information required for each of the members of the Consortium.

³ Aggregate net cash accruals is the total sum of net cash accruals of two financial years.

- 4.4.2.** The Proposal shall be signed by the duly authorised signatory of the Lead Member and shall be legally binding on all the members of the Consortium
- 4.4.3.** Members of the Bidder Consortium shall submit a Power of Attorney in favour of the Lead Member in the format at Appendix 4 authorising the Lead Member and person(s) duly authorised by the Lead Member to sign the Proposal and to make legally binding commitments.
- 4.4.4.** Proposals submitted by a Consortium should comply with the following additional requirements:
- (a) the number of members in the Consortium would be limited to three (3);
 - (b) the Proposal should contain the information required from each member;
 - (c) the Proposal should include a description of the roles and responsibilities of all the members
 - (d) Members of the Consortium shall nominate one member as the Lead Member and that Member must be a Type 1/ Type 2 as defined in clause 3.2.1;
 - (e) a Bidder who has applied for Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project;
 - (f) the Members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at Appendix 7; and
 - (g) the Members of the Consortium shall enter into a Memorandum of Understanding (MoU) at the RFP stage for the submission of bids.

The MoU should, inter alia,

- (i) convey the intent of the Lead Member to form a SPC. The shareholding pattern of the SPC will be specified at the time RFP. Such SPC shall enter into the Concession Agreement and subsequently carry out all the responsibilities in terms of the Agreement/s;
- (ii) clearly outline the proposed roles and responsibilities of each member of the Consortium;

- (iii) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Concession Agreement; and
- (iv) clearly refer to the Project for which the arrangement is made.

A copy of the MoU signed by all members should be submitted with the Proposal in the RFP stage. The MoU entered into between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

4.4.5. Any change in the composition of a Consortium shall not be permitted.

4.5. Incorporation of Special Purpose Company

4.5.1. A Type 3 Bidder being declared as the Successful Bidder in the RFP stage of the Project shall be required to incorporate a limited liability company under Indian Companies Act, 2013. However, Type 1 or Type 2 Bidders are allowed to form a SPC for implementing the Project.

4.6. ASCDCL's Rights Regarding the EOI

4.6.1. Right to Accept or Reject any EOI:

Notwithstanding anything contained in this EOI, ASCDCL reserves the right to accept or reject any EOI or to annul the Bid Process or reject all Expressions of Interest, at any time without any liability or any obligation for such rejection or annulment and without assigning any reasons. ASCDCL reserves the right to reject the Bidder if:

- a) At any time during the bid process or thereafter, a material misrepresentation is made or discovered, or
- b) The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the EOI.

This would lead to the disqualification of the bidder.

4.6.2. Right to Change/Modify:

ASCDCL reserves the right to change/modify any or all of the provisions of this EOI. Such a change would be intimated to all the parties procuring this EOI document. ASCDCL reserves the right to change, modify, add or alter the Bid Process at any stage under intimation to all the Bidders.

4.6.3. Right to Request the Extension of Validity of EOI:

In exceptional circumstances, prior to expiry of the original EOI Validity Period, ASCDCL may request Bidders to extend the EOI Validity Period for a specified additional period. Bidders not extending the EOI Validity Period when so requested would automatically be disqualified.

4.6.4. No Obligation to Issue RFP:

ASCDCL shall be under no obligation to issue a Request for Proposal (RFP) for the project described in this document.

4.6.5. Right to Enter into Agreement/Negotiate:

ASCDCL reserves the right to enter into agreement/negotiate directly with any operator separately at any time during the bid process.

4.6.6. Right to Cancel the EOI Process:

ASCDCL may cancel this EOI process at any stage without assigning any reasons whatsoever and will not be liable to compensate any Bidder on any grounds whatsoever. The Bidder shall not be entitled to refund of cost of documents or other costs in case the bid is cancelled for whatsoever reason or without assigning any reason.

4.6.7. Right to Disqualify:

Even if the Bidder meets the guidelines as set forth in this EOI Document, ASCDCL at its discretion can disqualify the Bidder if:

- a) the Bidder has been debarred by any state or central government or government agency in any country; or
- b) the Bidder has made misleading or false representation in the forms, statements and attachments submitted; or

c) the Bidder has a record of poor performance during the last three (3) years such as consistent history of litigation / arbitration award against the Bidder / any of its constituents or financial failure due to bankruptcy, etc.; or

d) any of its key personnel have a criminal history or have been convicted by any court of law for any criminal offences other than minor offences.

4.7. Number of Proposals

4.7.1. Each Bidder shall submit only one (1) Proposal in response to this EOI Document. Any entity, which submits or participates in more than one Proposal will be disqualified and will also cause the disqualification of Consortium in which it is a member.

4.8. Proposal Preparation Cost

4.8.1. The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. ASCDCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

4.9. Verification of Documents

4.9.1. ASCDCL, reserve the right to verify all statements, information and documents submitted by the Bidder in response to the EOI Document. Failure of the ASCDCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of ASCDCL thereunder.

4.10. Clarifications by Bidders

4.10.1. Bidders requiring any clarification on the EOI Document may notify ASCDCL in writing or by facsimile within such date as specified in the Notice Inviting Expression of Interest. ASCDCL may at its sole discretion, forward to all Bidders, copies of ASCDCL's response, including a description of the enquiry but without identifying its source. The envelopes / communication shall clearly bear the following identification/title:

"Queries/Request for Additional Information: EOI Document for City Bus Private Operation in Aurangabad"

4.10.2. The ASCDCL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the ASCDCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be construed, taken or read as compelling or requiring the ASCDCL to respond to any question or to provide any clarification.

4.10.3. The ASCDCL may also on its own motion, if necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the ASCDCL shall be deemed to be part of the EOI Documents if the same is in writing. Verbal clarifications and information given by the ASCDCL or their employees, advisors or representatives shall not in any way or manner be binding on the ASCDCL.

5. PREPARATION AND SUBMISSION OF PROPOSAL

5.1. Schedule of Bidding Process

Sr. No	Event	Date
1	Issue of EOI	March 22, 2018
2	Date of Presentation to ASCDCL Committee on Transport <i>Note: Each agency participating in the EOI process will be given 20 minutes to present and 10 minutes for a Q&A session.</i>	April 5, 2018, 11:00 AM
2	Last Date for Submission of EOI	April 10, 2018, 4:00 PM

5.2. Format of EOI Submission

5.2.1. The Bidder would provide all the information as per this EOI document. ASCDCL would consider only those EOI submissions that are received in the required format and complete in all respects. The EOI shall be submitted as per schedule specified in Notice Inviting Expression of Interest.

The EOI submitted shall consist of the following:

- a) Covering letter as per the format specified in Appendix 8
- b) Description of the bidder as per the format specified in Appendix 7

- c) Proof of registration (incorporation) /proof of legal status of the partnership firm or company or consortium
- d) Power of attorney authorizing the authorized signatory to sign EOI on behalf of the firm as in Appendix 1
- e) Financial Capability of Bidder as per format specified in Appendix 5
- f) Audited annual financial reports for the last three financial years i.e. 2014-15, 2015-16 and 2016-17, duly certified by the Statutory Auditor supporting the figures stated in Exhibit
- g) Technical capability of the bidder as specified in Appendix 4, 4A, 4B.
- h) Affidavit certifying that the entity is not blacklisted as set out in Appendix 3
- i) Presentation to the ASCDCL Committee on Transport on April 5, 2018, 11:00 AM at Ambedkar Research Centre, Near Amkhas Maidan, Aurangabad – 431001.
- j) Proposed project concept note as specified in Appendix 9

5.3. EOI Due Date

5.3.1. EOI should be submitted before April 10, 2018 up to 16:00 hours IST on the EOI Due Date mentioned in the Notice Inviting Expression of Interest, to the address provided in the same section and in the manner and form as detailed in this EOI document. EOI submitted by either facsimile transmission or telex will not be acceptable. ASCDCL/AMC shall not be responsible for any delay in receipt of the EOI submissions. Any EOI Submission received by ASCDCL/AMC after the deadline for submission stipulated by ASCDCL/AMC shall not be accepted.

5.4. EOI Preparation Cost

5.4.1. The Bidder shall be responsible and shall bear all the costs associated with the preparation of its EOI and its participation in the EOI process. ASCDCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the EOI process.

5.5. Proposed Project Concept and Presentation

5.5.1. The proposed project concept submitted by the bidder shall need to fill the ASCDCL's objective of providing a safe, affordable and quality public transportation system for Aurangabad as part of the Smart City project. Refer to Appendix 9.

5.5.2. Prior to the submission of the project concept note, the eligible agencies participating in the EOI process shall make a presentation to the ASCDCL committee on transport, according to the details laid out in the Notice Inviting Expression of Interest section and the rest of this EOI. The presentation shall be in terms of the proposed project concept note.

5.6. Language

5.6.1. The EOI and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the EOI may be in any other language provided that these are accompanied by appropriate translations of the pertinent passages in the English language. Supporting material, which are not translated into English, may be considered. For the purpose of interpretation and evaluation of the EOI, the English language translation shall prevail.

5.7. Validity of EOI

5.7.1. The EOI shall remain valid for a period not less than 180 days months from the EOI Due Date (EOI Validity Period). ASCDCL reserves the right to reject any EOI, which does not meet this requirement.

5.8. Signing Authority

5.8.1. A duly authorized officer of the Bidder shall sign the EOI. The EOI must be signed in the Bidder's name and on its behalf and under seal by an Authorised Signatory of the Bidder and shall be accompanied by a notarized and legalized Power of Attorney valid for at least 12 months. The office held by the signing officer shall be clearly mentioned. The Authorised Signatory shall initial each page of the EOI in indelible ink. All the alterations, omissions, additions, or any other amendments made to the EOI shall be initialed by the person(s) signing the EOI submission.

5.9. Confidentiality

5.9.1. ASCDCL requires that Bidder limits the disclosure of information given in this EOI Document to those in Bidders organization who have a need to know in order to respond to this EOI. The information contained in the EOI document may not be disclosed, published, or advertised in any manner without ASCDCL's written authorization. All information contained in the

EOI documents is to be treated as proprietary regardless of whether the documents are labeled as such or not.

5.10. Evaluation of the project concept note

5.10.1. The ASCDCL Committee on Transport shall assess the responsiveness of the EOI with respect to practicality of implementation. The evaluation shall be based on the proposal provided, which will be preceded by a presentation. Each of the participating agencies will be expected to make a presentation to the ASCDCL Committee on Transport constituted for the purpose of this project. The broad terms of the presentation shall be to assess:

- a) Project concept in terms of adherence to the facilitation of quality public transportation services as envisioned in the Aurangabad Smart City proposal.
- b) Viability of operations, coverage and conformance to service quality expectations
- c) The proposed route plan attached in Appendix 10—with the objective of providing adequate coverage and service to the city
- d) Plan for bus depot development in order to ensure the sustainability of city bus operations over a long period of time.

Appendix 1: Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all persons by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Project envisaging Operation and Maintenance of City Bus Service in Aurangabad, including signing and submission of all documents and providing information / responses to Aurangabad Municipal Corporation (“AMC”) / Aurangabad Smart City Development Corporation Ltd (“ASCDCL”), representing us in all matters before AMC/ASCDCL, and generally dealing with AMC/ASCDCL in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)
(Name, Title and Address)

Accepted
(Signature)
(Name, Title and Address of the Attorney)

NOTE:

- To be executed by the Lead Member in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Proposal is signed by an authorized Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney

Appendix 2: Format for Undertaking by Type 2 Bidder

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

This Undertaking entered into this _____ day of 2017 at _____ by _____ and having its registered office at _____, (hereinafter referred as the “Society”, which expression unless repugnant to the context or meaning thereof include its successors and permitted substitutes)

WHEREAS Aurangabad Smart City Development Corporation Ltd (ASCDCL), has invited Request for Expression of Interest (EOI) from entities interested for *Operation and Maintenance of City Bus Service in Aurangabad*.

AND WHEREAS all members of the Society had discussions for bidding for the said Project and have reached an understanding on the following points with respect to the rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Society hereby is submitting a copy of the certificate issued by Registrar confirming registration of the Society
2. That all members of the Society shall be jointly liable for the execution of the project concept as per the terms set out in the EOI documents.
3. That this Undertaking shall be governed in accordance with the laws of India.

(Signatures, Name, Address and Contact Details of the duly appointed person acting for and on behalf of the Society who is also a member of the management committee of the Society)

Appendix 3: Format for Affidavit Certifying that Entity/Directors of Entity are not Blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s. (Sole Bidder / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by ASCDCL/AMC or blacklisted by any urban local body or state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on 01 November, 2017.

We further confirm that we are aware that as per Clause 3.1.5, our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the EOI Document at any stage of the Bidding Process or thereafter.

Date:

Name of the bidder:

Name of the authorized person:

(Signature of the authorized person)

Note: To be executed separately by all the Members in case of Type 3 Bidder (Consortium)

Appendix 4: Format for Experience of the Bidder

S. No	Name of the Bidder	Type of Vehicle ⁴	No of Vehicles with Permit	PCU Factor ⁵	Category Experience Weight ⁶	Number of Months in Operation (April 01, 2014 to December 31, 2017)	Total PCU Years Experience
1	2	3	4	5	6	7	$\frac{7}{12} = (4*5*6*7)/12$
1	Sole Bidder						
OR							
2	Lead Member						
3	Other Member 1						
4	Other Member 2						
5	Other Member 3						
6	Other Member 4						

NOTE:

1. The Bidder should provide details of only those Permits that are issued in its own name or in the name of the subsidiary entity (i.e. the Bidder should hold at least 51% of the common equity of subsidiary Company as on Oct 31, 2017) or Parent Company (i.e. the Parent Company should hold at least 51% of the common equity of the Bidder as on Oct 31, 2017).
2. Project experience of the Bidder's associate company (who is not a member of the Consortium) will not be considered for computation of the total operational experience.
3. Any Bidder consisting of a single entity should fill in details as per the row titled Sole Bidder and ignore the other rows mentioned below. In case of a Consortium, the details

⁴ Refer to clause 3.2.1

⁵ Refer to Table 2

⁶ Refer to Table 1

need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.

Appendix 4A: Format for Permit Details

	Refer Instruction	(Bidder to fill up the Details here)
Name of the Entity		
Name of the Permit Holder		
Permit (Copy of Permit to be attached)		Copy of Permit to be attached
Address		
Type of Vehicle	3	
Registration Number of the regular vehicle		
Maximum no of Passengers can carry at one time		
Period of Validity		
Date of Expiry		
Route of the Area		
Months of Operation		

Instructions:

1. Bidders are expected to provide information in respect of each vehicle in this section. Information provided in this section is intended to serve as a backup for information provided in accordance with Appendix 8. Along with this Bidder needs to furnish copy of each permit.
2. A separate sheet should be filled for each of the vehicle.
3. Refer Clause 3.2.1 for Category and Table 2 for PCU factors for the vehicle.
4. In-case of foreign companies/ operations outside India, endorsement from Indian Embassy from the country of operation (from where such permit was issued) should be provided.

It may be noted that in the absence of any of the above, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Operational Experience.

Appendix 4B: Guidelines for Providing Information Related to Experience

The Bidder shall provide a certificate from its Statutory Auditor in the format given below:

This is to certify that (Name of the Bidder) has:

S. No	Name of the Bidder	Type of Vehicle*	Vehicle Registration Number	Issuing Agency	PCU Factor	Category Experience Weight	Number of Months in Operation (April 01, 2014 to December 31, 2017)
1							
2							
3							
4							
5							

*Refer to clause 3.2.1

(Signature of the Statutory Auditor of the Bidder)

(Name of the Partner)

(Name of the Statutory Auditor Firm/ Company Registration Number of the Partner)

(Address of the Statutory Auditor)

(Phone Number of the Statutory Auditor Firm/ Company Fax Number of the Statutory Auditor Firm/ Company)

It may be noted that in the event of any discrepancy between any information, required to be provided under Appendix 8 and 8 A, and the certificate to be obtained from the statutory auditor, as required in this Appendix, such information would be considered deficient and shall not be considered for computation of experience required under the Project.

Appendix 5: Format for the Financial Capability of the Bidder

Bidder	Net Worth	Net Cash Accruals		
		Year 1 (As on -----)	Year 1 (From --- - to ----)	Year 2 (From - --- to -----)
Sole Bidder				
		OR		
Lead Member of Consortium				
Other member 1				
Other member 2				
Other member 3				
Other member 4				
Total				

Instructions:

1. The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will be considered for computation of the Financial Capability of the Bidder where the Bidder holds at least 51% of the common equity of subsidiary company as on March 31, 2018 or Parent Company (i.e. the Parent Company should hold at least 51% of the common equity of the Bidder as on March 31, 2018).
2. Any Bidder being a Type 1 & 2 Bidder should fill in details as per the row titled Sole Bidder and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details in subsequent rows
3. Net Cash Accruals = (Profit After Tax + Depreciation + Non cash Expenses)
4. Net Worth = (Subscribed and Paid-up equity + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)

5. The financial year would be the same as followed by the Bidder for its annual report.
6. The Bidder shall provide complete set of the audited annual financial statements complete with schedules, notes to accounts, auditor's report. Failure to do so would be considered as a non-responsive Proposal
7. Financial statements comprising balance sheet complete with all schedules, profit and loss statement (income statement) complete with all schedules, notes to accounts, cash flow statement, auditor's report shall be submitted to support the financial capability statement. Only audited financial statement shall be submitted and used for the purpose of evaluation.
8. In case the Bidder's registered office is located in a country where the accounting standards necessarily require consolidation of financial statements of the subsidiary companies for the purpose of conducting audit by the statutory auditor's, in such cases consolidated audited financial statement shall be accepted.

Appendix 6: Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

(To be executed by all the members of the Consortium)

Whereas the Aurangabad Smart City Development Corporation Ltd. (ASDCL) has invited proposals from interested parties for *Operation and Maintenance of City Bus Service in Aurangabad*

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Expression of Interest (EOI) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the EOI Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. (Lead Member), and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with ASCDCL/AMC, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with ASCDCL/AMC.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Date:

(Executants)

Note: The mode of execution of the Power of Attorney should be in accordance with the

procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Appendix 7: Format for Description of the Bidder

I:

- a. Name
- b. Country of incorporation/registration with proof of registration
- c. Address of the registered office, corporate headquarters, and its branch office/s, if any, in India
- d. Date of incorporation and/or commencement of business.

II: Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project(s).

III: Details of individual/s who will serve as the point of contact / communication with AMC/ASCDCL:

- a. Name :
- b. Designation :
- c. Company :
- d. Address :
- e. Telephone Number:
- f. E-Mail Address :
- g. Fax Number :
- h. Mobile Number :

IV: Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder

- (a) Name :
- (b) Designation :
- (c) Company :
- (d) Address :
- (e) Telephone Number :
- (f) E-Mail Address :
- (g) Fax Number :
- (h) Mobile Number :

V: In case of a Consortium

- a. the information above (1-4) should be provided for all the members of the consortium.
- b. information regarding role of each member should be provided as per table below:

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		
3.		
4		
5		

Appendix 8: Format for Covering Letter

(On the letterhead of the Bidder)

Date:

To

The CEO
Aurangabad Smart City Development Corporation Ltd. (ASCDCL)
ASCDCL, War Room, Ambedkar Research Centre,
Near Amkhas Maidan, Aurangabad-431001

Ref: Operation and Maintenance of City Bus Service in Aurangabad for a period of 5 years
on Gross Cost Contract Basis

Sir,

Being duly authorized to represent and act on behalf of.....
(Hereinafter referred to as “the Bidder”), and having reviewed and fully understood the
evaluation criteria and information provided, the undersigned hereby apply in response to the
EOI document for the Operation and Maintenance of City Bus Service in Aurangabad for a
tentative period of 5 years on Gross Cost Contract Basis. We are enclosing our Expression of
Interest in one (1) original plus two (2) duplicate, with the details as per the requirements of
the EOI, for your evaluation.

We confirm that our EOI is valid for a period of 180 days from EOI due date.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address)

Appendix 9: Proposed Project Concept Note

A brief write-up on the proposed project concept containing the following details shall be submitted as part of this note. The concept note should assume a city bus system with 150 buses operating with a frequency of 10 minutes on most routes with maximum coverage of the city and quality service. This list is not exhaustive and additional details may be provided:

- a) Details of available land area to be provided by the operator (in case the proposal is submitted under Category II)
- b) Recommendations on workability of bus depot development as envisioned in the scope of work.
- c) The recommended combination of mini-, midi, and standard size buses for each route (or any new route suggested) in Appendix 10 so that buses operate with a frequency 10-15 minutes.
- d) Recommendations on the technical specifications of buses with regard to Urban Bus Specifications II
- e) Details of location and amount of space required for parking as well as maintenance of buses
- f) A preventive maintenance plan for a system of 150 buses
- g) Manpower requirement
- h) Plans for sourcing manpower
- i) Details of business model comprising of investment, revenue, ROI on a Year-on-Year basis
- j) Details of cost additions on account of land area being included in operator's scope (in case the proposal is submitted under Category II)
- k) Recommendations on a suitable concession period
- l) Risk mitigation mechanisms
- m) Any other information relevant for the successful implementation of the project

The bidders may at their discretion provide any supporting documents which enhances the clarity of their proposal.

Note: *The proposal should not exceed 100 pages.*

Appendix 10: Tentative Route Plan

Route No.	Proposed Route	Route Length (KM)
1	Aurangpura - Deolai	9.4
2	Shahgunj - Railway Station	5.8
3	Aurangpura - Shivaji Nagar	9.8
4	Railway Station - Bhavsingpura	6
5	Aurangpura - Naregaon	9.1
6	Aurangpura - Jatwada	10.8
7	Aurangpura - Mitmita	9.2
8	Aurangpura - M2	7
9	Railway Station - M2	8.6
10	Chikkalthana - Jogeshwari	27.3
11	Chikkalthana - Harsul	10
12	Aurangpura - Hanumantekdi	6.2
13	Aurangpura - Aurangpura	15.8
14	Aurangpura - Gadiavihar	5.6
15	Shahgunj - Chikkalthana	7.9
16	Aurangpura - Bhadramaruti	27.5
17	Aurangpura - Chittegaon	18
18	Aurangpura - Ayyapa Mandir	8.6
19	Railway Station - Vidyapeeth	6.6
20	Aurangpura - Railway Station	4.2
21	Harsul - Shahgunj	5
22	Aurangpura Satara	6.5
23	Railway Station - Harsul (Via Chavni)	11.4
24	Aurangpura - Chikkalthana	10
25	Railway Station - Shivaji Nagar	9
26	Aurangpura - B.P. School	8
27	Shahgunj - Savangi	8.5
28	Shahgunj - Chavni	10
29	Aurangpura - Kamgar Chowk	7
30	Shahgunj - Gadia Vihar	10
31	Aurangpura - CIDCO T Point	10
32	Railway Station - HUDCO Corner	17.5
33	Railway Station - Mitmita	9.2
34	Mitmita - Shahgunj	13
35	Silk Mill Colony - Azad College	10.8
36	Aurangpura - TV Centre via MGM	11
37	Aurangpura - Vidyapeeth	4
38	Harsul - Satara	15
39	Harsul - Deolai	18.7
40	Railway Station - Shendra	22.6

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41	Shahgunj - Shahnurmia Dargah	11
42	Aurangpura - Tiger Force	9.1
43	Railway Station - Gadia Vihar	6
44	Railway Station - Satara	8
45	Railway Station - Railway Station (Ring Route)	23.1
46	Shahgunj - Palshi	12.5
47	Aurangpura - Bajaj nagar	14.9
48	Aurangpura - Rajangaon	16.3
49	Chikilthana - Centra Bus Stand	11.5
50	Aurangpura - Shivaji Nagar	12.4
51	Railway Station - Harsul T Point (Route Roplekar Hospital; Gajanan mandir)	10.2
52	Railway Station - Harsul T Point	11.5
53	M2 to Centra Bus Stand	10.3
54	Shahganj - Railway Station	7
55	Railway Station To Harsul T-point via Central Bus Stand	13.8
56	Aurangpura to Waluj	16.3
57	Aurangpura to Hindustan Awas	11.7
58	CIDCO - Bajaj Marg CIDCO Waluj Mahanagar	n/a
59	CIDCO to Mitmita	19.9
60	Railway Station to Jatwada(Everest Education Society)/ CIDCO Hanumantekdi	n/a

Appendix 11: Tentative List of Depot Infrastructure to be Developed by the Operator

	Depot Land Area Provided by the Authority (5-8 acres for 100 buses— indicative; location to be specified at the RFP stage)
i	Secured space with hard standing ground
ii	Bus Inspection Pits with Shed (1 Pit for every 20 bus)
iii	Repair Bays with Shed (1 bay every 50 bus)
iv	Bus Washing Bays with Shed (1 bay every 50 bus)
v	Fuelling Shed (2 Sheds for every 50 buses)
vi	Tyre Section (Approx area: 15 ft x 20 ft closed and 60 ft x 60 ft open)
vii	electric section (Approx area: 15 ft x 20 ft closed)
viii	Stores of stacking spares (Approx area: 30 ft x 30 ft)
ix	Overhauling section--For overhauling of units (Approx. 15 ft x 15 ft)
x	Body shop (Approx area 20 ft x 20 ft)
xi	Oil Stores (10 ft x 10 ft)
xii	Under chassis washing ramp (1 for every 100 buses)
xiii	Air Compressor Rooms (2 nos of 8 ft x 8 ft for every 100 buses)
xiv	Engineering Office (Approx area 20 ft x 35 ft)
xv	Record Room (8 ft x 8 ft)
xvi	Scrap bins (2 nos)
xvii	High mast lights (3 nos)
xviii	Single phase and three phase electric supply (to be provided by Authority)
xix	Water (storage capacity of 20,000 lts per 100 buses)
xx	Automatic Washing Machine with water recycling plant (1 no)



**Aurangabd Smart City
development corporation ltd**