

ANNEXURE-A

TERMS OF REFERENCE (TOR)

1. Introduction

The MAHARASHTRA METRO RAIL CORPORATION LTD. Or Maha-Metro is a joint venture of the Government of India (GOI) and the Government of Maharashtra, for implementing and operating the Pune Metro Rail Project in Pune City. The Pune Metro Rail Project consist of 33.28 Km metro corridor, 30 stations and 2 Depots. The entire stretch is divided into 2 alignments or corridors i.e.

- North-South Corridor 1: PCMC to Swargate
- East-West Corridor 2: Vanaz to Ramwadi

Vanaz metro station is the starting point of the East West Corridor and is located opposite the Vanaz Engineering works factory at Kothrud. Similarly, Bhosari metro station is one of the interim stations on the North-South corridor and is located at Nashik Phata in Pimpri Chinchwad. The stations are in close vicinity of major residential and commercial hubs of the Pune & Pimpri Chinchwad Cities. The strategic location of the metro stations offers a unique opportunity to combine shopping activities while commuting which will be first of its kind opportunity in the twin cities of Pune and Pimpri Chinchwad.

In view of the above, Maha-Metro intends to provide on license basis, the Barshell structure (the "Bareshell Structure") developed at the Property Development Floor which is one level below the concourse level ("PD Floor" or "Property Development Floor") at the Vanaz and Bhosari Metro Stations. For clarification purposes, PD Floor shall mean PD Floor at Vanaz or Bhosari collectively or individually as the case may be.

Brief details of the spaces on the PD Floor at Vanaz and Bhosari Metro Stations available in the stations are as follows:

Sr. No.	Station Name	Level/Floor	Corridor	Built-up Area (In Sq. M.)
1	Bhosari	PD Floor	Corridor-1	2,717
2	Vanaz	PD Floor	Corridor-2	2,564

The detailed architectural layouts are attached as **Annexure-B**.

Maha-Metro invites EOI for "**Development and Operation of Bare shell Property Business Spaces at the Property Development Floor at Vanaz and Bhosari Metro Stations of Pune Metro Rail Project for a period of 20 Years on PPP Basis**" mode, collectively the "Project". The implementation of the Project is proposed on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis. The Bidder can submit its Bid for either of the stations or both the stations in a combined manner.

The Concession period is extendable for further period of 20 years subject to terms and conditions of the Draft License Agreement on First Right of Refusal basis.

Maha-Metro shall provide a bareshell structure at the PD floor of both the stations at Vanaz & Bhosari on as-is where-is basis. The property development floor can be sub-divided into demarcated areas for

smaller shops along with ancillary facilities and infrastructure which the Bidder can sub-license to users. The users shall not be allowed to further sub-license the demarcated spaces if any licensed to them by the Bidder.

The scope of work for the Bidder shall include refurbishing/finishing, operation and maintenance of the entire PD floor as per the terms and conditions to be specified by Maha-Metro at the RFP stage. The Bidder shall be allowed to undertake modifications at its own cost after securing prior permission from Maha-Metro.

The Bidder shall be required to adhere to the building design, but there shall be no limitations on planning and subdivision of the interior floor space subject to non-damage to the metro station structure or part thereof.

The PD Floor can be accessible from the entry/ exit points demarcated by Maha-Metro in the form of staircase, escalators and elevators, already provided at Site, which is common for users of Pune Metro commuters and users accessing the PD Floor. Bidder shall not be allowed to create new entry/exit points without taking prior permission from Maha-Metro.

It shall be the responsibility of the Applicant to obtain approvals from the Special Planning Authority to operationalize the Project. Maha-Metro shall provide necessary assistance to the Bidder in securing approvals from the concerned government agencies.

2. Scope of Work for Execution of the Work

The scope of work shall broadly include taking over the Bareshell of the Project, carrying out finishing & services work required to make it operational, the operation, management and maintenance of the same thereof for the License Period including but not limited to:

- i. Approvals and sanctions of the Project from concerned governing agencies
- ii. Completion of civil works including flooring, glass façade, portioning for shops, finishing & interior works as per its business plan
- iii. Carry out electrical and mechanical works, Heating, ventilation, and air conditioning works, power supply works and works of various utilities required to make the PD Floors operational
- iv. Securing external utility connections for ensuring water supply, sewerage, solid waste management and electricity from various Utility authorities such as MSEDCL, PMC, Fire, MPCB etc.
- v. Marketing of the built-up space to one or many prospective Licensees for earning revenue from the PD Floor for the License Period.
- vi. Operate and maintain the PD Floors as per the various terms and conditions as stated in the Bidding Documents along with other timely directives and approvals/instructions provided by Maha-Metro.
- vii. Identification and Undertaking parking spaces including its operations and maintenance for the License Period. Maha-Metro shall assist the Bidder in identification of suitable land parcel in the vicinity of the respective metro stations for parking arrangement. However, the overall responsibility of making the parking arrangement including payments of lease, revenue share etc. shall be with the Bidder.

3. General Terms & Conditions for Execution of the Work

- 3.1 The successful bidder shall develop the Project and operate and manage for the License Period as per the scope of work envisaged above. The successful bidder shall propose the use of the development and shall seek approval of competent authority for the proposed use of the development.
- 3.2 The successful bidder shall undertake internal finishing, MEP, HVAC and external façade development for the sites as required.
- 3.3 The Fitment Period for the said development works shall be twelve (12) months from the date of handover. It shall be mandatory for the Licensee to complete the construction of the project with this time frame. License period is inclusive of Fitment Period.
- 3.4 Upon completion of the development of the Project, the Bidder shall inform the Authority about completion of the Project. No payment shall be made to the Bidder towards the construction, operations and maintenance of the Project including any incidental charges as incurred by the Bidder for the construction/development of the project.
- 3.5 The Bidder and/or Sub-Licensee shall not be allowed to mortgage, charge or put under lien the bareshell structure, property business space or facilities made available to them under this tender.
- 3.6 The Bidder shall bear payment of all statutory taxes, GST, local levies, statutory dues, additional revenue share with civic agencies, Property tax etc. as and when due and as applicable.
- 3.7 All communication in all matters regarding the approvals related to the subject Site (s) shall be forwarded to the Officer in-Charge as appointed by the MAHA-METRO. The Officer in-Charge shall act as a single window for the Bidder and shall be responsible for all the matters related to the subject Site. MAHA-METRO shall inform the details of Officer in Charge to the Successful Bidder upon issuance of Letter of Award.
- 3.8 The Bidder shall be permitted to conduct business as allowed and as detailed in the Bidding Documents to be provided to the Bidders at subsequent stages. Based on inputs and observations as suggested by the Authority, the developer shall resubmit the final drawings for approval. It is mandatory for the Bidder to undertake development of the Project as per governing regulations.
- 3.9 It shall be sole responsibility of the Bidder to take all statutory approvals from the concerned statutory authorities. It is to be clearly understood that all such clearances are to be obtained by the Bidder and the Maha-Metro may only provide assistance wherever possible without any binding obligation.
- 3.10 The Bidder shall make fire-fighting arrangements on his own for the entire site. Such fire-fighting arrangements should conform to the various applicable codes and all other applicable rules and its further amendments throughout the concession period.
- 3.11 The Bidder shall at all times adhere to all provisions of the Prevailing Metro Railway Acts and amendments thereto and shall also comply with all notices and circulars issued by Maha-Metro in this regard.
- 3.12 The Successful Bidder shall be required to pay the Annual License Fees payable on an advance basis every year for the entire License Period. There shall be escalation on the Annual License Fees at the rate of 5% year-on-year basis or as mentioned at the RFP stage.
- 3.13 The Selected Bidder shall enter into a License Agreement with Maha-Metro for the License Period. The Agreement shall be registered and registration charges including payment of stamp duty shall be borne by the Selected Bidder.