

Please find Draft copy of Tender Document for redevelopment for your suggestions, recommendations, corrections and changes (if any) which are required, you are requested to do all relevant correspondence for the same on email [pmc@dimensionsarchitect.in](mailto:pmc@dimensionsarchitect.in) on or before : 26<sup>th</sup> December 2025

TENDER DOCUMENT FOR THE REDEVELOPMENT OF

# NEW BOMBAY CO-OPERATIVE COMMERCIAL COMPLEX PREMISES SOCIETY LTD.

PLOT NO. – 43, SECTOR – 11, CBD BELAPUR, NAVI  
MUMBAI-400 614

ISSUED ON: \_\_\_/\_\_\_/2025

SERIAL NO.: \_\_\_

## PROJECT MANAGEMENT CONSULTANT



PLOT NO. -99, SECTOR -08, NEAR SAGAR VIHAR, VASHI, NAVI MUMBAI – 400 703.



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## 1. BID INVITATION NOTICE

**Inviting Proposals for redevelopment of buildings of New Bombay Co-Op Commercial Complex Premises Society Ltd., being at Plot no – 43, sector - 11, Nerul, Navi Mumbai 400 614.**

New Bombay Co-Op Commercial Complex Premises Society Ltd. (hereinafter referred to as “the Society”), on behalf of its members, invites sealed proposals from reputed, experienced, financially self-sufficient, and technically sound Developers/Builders/Development Managers (hereinafter referred to as “the Bidder”) established in Navi Mumbai (MMR) for the redevelopment of the existing building.

The Tender Document has been obtained from the office of the Society on payment of a non-refundable **Tender Procurement Fee of Rs. 5,00,000/- (Rupees Five Lakhs only) + GST 18 % = Total Amount 5,90,000/- (Total Five Lakhs Ninety Thousand Only)**, paid by Demand Draft in favour of '*New Bombay Co-Op Commercial Complex Premises Society Ltd.*'

The entire Tender process (document collection, submission, and participation, etc) shall be undertaken only by a duly authorized person, upon submission of an authority letter issued on the participant's letterhead.

Duly completed and sealed proposals, along with the Earnest Money Deposit (**EMD of Rs. 2,00,00,000/- (Rupees Two Crores only)**), payable by Demand Draft deposited into the Society's designated bank account must be submitted in the prescribed format along with all necessary documents and information as per the terms and conditions of this Tender.

No tender will be accepted after the stipulated deadline. No interest shall be payable on the EMD amount under any circumstances.

All proposals will be evaluated by the Society strictly in accordance with the terms of the Tender. Shortlisted participants will be informed for further process and evaluation. The EMD of unsuccessful participants will be returned without interest, or in the event the Tender process is withdrawn or cancelled for any reason whatsoever.

The submitted proposal shall remain valid for a period of **180 days** from the date of opening of the Tender. The Society reserves the right to extend this validity period with due intimation to all participants.

The Society reserves the irrevocable right to reject any or all proposals at any stage of the process without assigning any reason. Any proposal not accompanied by the prescribed Earnest Money Deposit with other Envelopes (as detailed in this document), or incomplete in any respect, shall be liable to rejection.

Unless and until a proposal culminates into a duly executed Final Redevelopment Agreement, in accordance with the terms and conditions (with any modifications as mutually agreed), no rights, obligations, or binding relationship shall arise between the Society and the Bidder.

Yours faithfully,

**For New Bombay Co-Op Commercial Complex Premises Society Ltd.**

Chairman

Secretary

Treasurer

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## 2. SOCIETY INTRODUCTION

New BOMBAY CO-OPERATIVE COMMERCIAL Complex Premises Society Ltd. (hereinafter referred to as "the Society") is a registered Complex Premises Society Ltd. Under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. **TNA/GENERAL/0/306/1986-87 Dt.22-00-1986**. The registered address of the Society is Plot Nos. 43, Sector 11, Nerul, Navi Mumbai – 400 614.

The land forming Plot No 43 in Sector No.11 is held by the Society from CIDCO and is subject to the terms and conditions of the relevant Lease/Conveyance Deed executed with CIDCO. Copies of the Lease Agreement/Lease Deed and related documents issued by CIDCO.

The existing buildings standing on the Society Plot currently comprise **G + 5** upper floors, accommodating a total of **147 commercial tenements**, Total admeasuring approximately **7937.470 sq. mtrs.** of Built-Up area as per final Occupancy Certificate.

The Society's plot abuts a **3969.10 Sq. mtrs. 30 Mtrs** wide road towards the **East** and **30 Mtrs wide road towards North**. As per the plot demarcations, the said plot falls within the Commercial Zone.

For the purpose of the redevelopment project, the Society has appointed **M/s. Dimensions Architect Pvt. Ltd.**, having its registered office at Plot No. 99, Sector 08, Vashi, Navi Mumbai – 400 703, Tel: +91 22353 74545, Email: [pmc@dimensionsarchitect.in](mailto:pmc@dimensionsarchitect.in) as its Project Management Consultant (PMC). A copy of the letter of appointment of the PMC is annexed hereto as **Annexure A**.

### 3. TENDER PROCESS SCHEDULE

#### Tender Procurement Duration

The Tender Document are issued to interested and eligible participants from    to    during office hours  : **AM to  : PM** at the Society office. No Tender Document shall be issued after the stipulated date.

#### Site Visit Duration

A site visit for interested bidders shall be arranged on the request of the Bidder during Tender procurement and submission time at the Society premises, so that bidders may acquaint themselves with the existing conditions before submission of their proposals.

#### Pre-Bid Meeting

A Pre-Bid Meeting shall be conducted on    at  : **AM** at the Society office (or through online mode, as may be notified) to clarify queries and provide additional information regarding the Tender.

#### Submission Duration

The last date for submission of duly completed and sealed bids, along with the Earnest Money Deposit and supporting documents, shall be from    to    during office hours  : **AM to  : PM** at the Society office. Any bids received after this deadline will not be considered.

#### Tender Opening

The Bids will be opened on    at  : **AM** at the Society office, in the presence of the Society members, PMC and the **Bidders** or their authorized representatives who may wish to attend.

The further evaluation of the Technical Bids and Financial Bids shall be undertaken by the Society/PMC in detail. This evaluation will be followed by document verification and site inspections/verification visits conducted by the appointed Committee and the Redevelopment Committee members. Upon completion of these steps, the shortlisted bidders shall be invited to give a formal presentation before the members of the Society in a Special General Meeting (SGM), after which the final decision shall be taken. The Society shall thereafter issue a Letter of Intent (LoI) to the successful bidder.

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## 4. INSTRUCTIONS TO BIDDERS

- **General Instructions**

The information contained in this Tender Document is provided in good faith and is intended as guidance. However, it is the responsibility of each Bidder to independently verify all details prior to submission of the Bid.

By submitting a Bid, the Bidder shall be deemed to:

- a) Have inspected the site and become fully familiar with the conditions, statutory requirements, and local factors likely to affect the work.
- b) Have satisfied himself with the Tender Documents, whether inspected in full or not.
- c) Accept that no objections, defences, or justifications will be entertained thereafter by the Society/PMC/Managing Committee/Redevelopment Committee.
- d) The work shall be executed strictly in accordance with the drawings, specifications, and conditions laid out by the Society/PMC, and as advised by the Managing Committee.
- e) The Bidder shall not sell, transfer, or assign the Tender Document or the redevelopment project to any other firm after being appointed as the Developer.

- **Format for Submission of Tender**

The Tender shall be submitted in three separate sealed envelopes, addressed to the Secretary/Chairman of the Society, as follows:

### ENVELOPE 1: TECHNICAL BID

This envelope shall be superscribed as “TECHNICAL BID” and shall contain:

Proforma A -

Proforma B -

Proforma C -

Proforma D -

Proforma E -

**Proforma F -**

**Proforma G -**

**Proforma H -**

**Proforma I -**

## **ENVELOPE 2: FINANCIAL BID**

This envelope shall be superscribed as “FINANCIAL BID” and shall contain:

Complete set of Tender Documents (except those in the Technical Bid), duly filled, signed, and initialled on each page.

Cash flow projections, cost evaluation data, and timelines for project implementation.

Total expected project cost with approximate calculations.

## **ENVELOPE 3: EARNEST MONEY DEPOSIT (EMD)**

This envelope shall contain the **EMD of Rs. 2,00,00,000/-** (Rupees Two Crore only), issued via Demand Draft from the Bidder’s Bank Account in favour of the Society. EMD shall be in the name of, “**NEW BOMBAY CO-OPERATIVE COMMERCIAL COMPLEX PREMISES SOCIETY Ltd.**”

- Documents of the Society**

Copies of relevant Society documents are annexed with this Tender. Should additional documents be required, Bidders must obtain them at their own cost from the statutory authorities. The Society shall extend assistance by issuing letters, if required, through its PMC.

- Opening and Evaluation of Bids**

All three envelopes shall be placed together in a single outer (super) envelope. The absence of any one of the required envelopes shall render the Bid liable for outright rejection and termination from the tender process. Technical & EMD envelopes will be opened by the Committee in the presence of interested members. The Managing Committee Committee, in consultation with the PMC, shall scrutinize and evaluate the bids.

Bidders may be called upon to provide clarifications, which must be submitted in writing or mail within 10 days of such request.

- **Acceptance of Bids**

- a) Late submissions shall not be accepted.
- b) The Society reserves the right to accept or reject any/all bids without assigning any reason.
- c) The decision of the Society shall be final and binding.

- **Validity of Bids**

All bids shall remain valid for **180 days** from the last date of submission, unless extended by mutual consent.

- **Cost of Bidding**

All costs incurred in connection with preparation, submission, and participation in the Tender (including purchase of documents, attending meetings, etc.) shall be borne solely by the Bidder. No reimbursement shall be made by the Society/PMC.

- **Rejection of Bids**

Bids are liable to be rejected if they are:

- a) Incomplete or conditional.
- b) Submitted without the prescribed EMD.
- c) Submitted with erasures or unauthenticated corrections.
- d) Found to have undisclosed financial/organizational connections with other bidders.
- e) Submitted with misrepresentations or false information.
- f) Found to contain discrepancies, omissions, or material errors that remain unrectified.
- g) The Society is not bound to accept the highest/lowest bid and reserves full discretion.

- h) Proposal submitted by agents will be rejected.
- i) Proposal which does not confirm to unconditional validity of the 180 days from the date of opening of Tender.
- j) Proposal not submitted with details and documents prescribed in this Tender.
- k) If the Participant is found to be prohibited under any law promulgated by Government of India.
- l) Proposals which are at variance with the terms and conditions already stipulated in the Tender.

- **Revisions and Corrigenda**

The Society reserves the right to issue amendments, corrigenda, or addenda to the Tender. Such revisions shall form an integral part of the Tender Document and must be duly acknowledged and submitted by the Bidders.

- **Omissions and Discrepancies**

Bidders must carefully check the Tender Documents. Any missing or illegible pages, errors, or discrepancies must be reported to the Society/PMC prior to submission. No claim shall be entertained later on account of such omissions or errors.

- **Withdrawal of Bid**

Bids, once submitted, cannot be withdrawn during the validity period. Any withdrawal shall result in forfeiture of the EMD, which shall be treated as fair and reasonable compensation to the Society, and not as a penalty.

## 5. GENERAL DEFINITIONS

- Singular and Plural

Where the context so requires, words imparting the singular shall also include the plural and vice versa.

- Headings and Marginal Notes

Headings and marginal notes in this document are provided for convenience and shall not affect the interpretation of the contract.

- Gender

Words imparting the masculine gender shall include the feminine gender and vice versa.

- Definition of various terms

The following words and expressions used in this contract and Invitation to Bid Specifications shall have the meaning hereof assigned to them except were assigned to them and the context otherwise requires.

1) Developer:

Developer is an agency/contractor comprising of an individual or group of individuals, a partnership firm, a registered firm, a company registered under Companies Act, 1956 for undertaking the work of re-development and shall include their legal representative, Employees and workmen engaged on the work.

2) The Society:

The Society shall mean New Bombay Co-Op Commercial Complex Premises Society Ltd, Navi Mumbai functioning through its Managing Committee and in respect of certain delegated powers).

**3) Project Management Consultant (PMC):**

A project management consultant provides expert advice regarding feasibility of the project, tender process and evaluation etc. to the society for Redevelopment of Building.

**4) Managing Committee:**

The "Managing Committee" (MC) shall mean the Managing Committee of the Society constituted in accordance with Bylaws of the Society from time to time and to carry out on its behalf the affairs of the Society from time to time and to carry the functions related to the project as maybe specifically assigned to it by the Society.

**5) Architect:**

The "Architect" shall mean the person appointed by the PMC /Developer for redevelopment as its Architect to advise it on architectural matters of the project.

**6) Structural Engineer/Advisor:**

The "Structural Engineer" shall mean the Structural Engineer engaged by the PMC to advise it on structural design and related matters of the project and so informed to the Developer by the Managing Committee.

**7) Legal Advisor:**

The "Legal Advisor" shall mean the legal expert/firm engaged by the PMC to advise it on legal matters of the project and so informed to the Developer by the Managing Committee.

**8) Project:**

The "Project" shall mean the works of re-development of the Society to be executed in accordance with this Bidding document/agreement and shall include extra or additional, altered or substituted, ancillary works as required for the performance of the agreement. The same shall include development of site, buildings, infrastructure, amenities etc. on the Society's land both for the Society's component as well as saleable component.

**9) Project Cost:**

"Project Cost" shall mean all costs and expenses to be incurred by the Developer in connection with the redevelopment project, including but not limited to:

- **Planning & Design:** Surveys, investigations, studies, planning, designing, and approvals from statutory authorities.
- **Construction & Infrastructure:** Building works, internal water supply and sanitary arrangements, internal roads, storm water drainage, street lighting, paving, transformers (if required), lifts, firefighting systems, landscaping, arboriculture, and environmental measures.
- **Utilities & Relocations:** Dismantling existing structures, shifting/relocating utilities (water supply, sewage, drainage, telephones, electricity, Mahanagar Gas, solar systems, etc.), and temporary relocation of members if required.
- **Regulatory Costs:** Fees and charges payable to competent authorities for plan sanction, estimates, and approvals, including costs for obtaining completion and occupation certificates.
- **Consultants & Professional Fees:** Fees of PMC, architects, structural engineers, legal advisors, and any other consultants appointed by the Society, as per agreed terms.
- **FSI & Premiums:** Cost of purchasing FSI, premiums for additional FSI as per government notifications, and development of open grounds, internal pathways, and common areas.
- **Compliance & Clearances:** Costs towards CRZ clearance (if applicable) and all statutory permissions.
- **Miscellaneous:** Insurance, taxes, levies, interest on investment, escalation due to price variations, and the Developer's profit.

The Project Cost shall be deemed to be comprehensive and inclusive of all the above activities, obligations, and incidental works necessary for satisfactory completion of the redevelopment project in conformity with the scope of work.

10) **Temporary works:**

The Temporary works shall mean all works of every kind required for or in Connection with execution of the work, but which will not form part of the works, to be undertaken and dismantled after completion of work and site cleared by the Developer at their own cost, risk and consequences.

11) **Local Municipal Authority:**

Local Municipal Authority shall mean Navi Mumbai Municipal Corporation or any other authority designated by the government under M.R.T.P. Act in whose jurisdiction the work/project is taken up.

12) **D.C Rules:**

D.C. Rules shall mean the UDCPR or Development Control Rules and Regulations of Local Municipal Authority or any other Authority designated by the Government under M.R.T.P. act as amended from time to time.

13) **Competent Authority:**

Competent Authority shall mean all the sanctioning authorities in respect of project work such as Local Municipal Authority, CIDCO, MSEB or equivalent authority, MSEDL Power or any other Power Company, Electrical Inspector, Lift Inspector, Revenue Authorities, Tree Authority, Civil Aviation Department, Ministry of Environment and Forests, Defence Authorities, Regional Development Authority, MMRDA/MRTS or Govt. of Maharashtra /Govt. of India etc.

14) **Government:**

Government shall mean the Government of State of Maharashtra / Central Government.

## 15) Defect Liability Period:

Defect Liability Period shall mean such period during which the rectification of the defects pointed out to the developer by the Managing Committee/ member shall be carried out by the Developer. Such defect liability period shall be reckoned from the date of handing over the completed buildings to the Society for occupation and use and/or as per RERA whichever is more.

## 16) Carpet Area:

- Carpet Area: The definition of Carpet Area would be clear internal finished wall to wall Dimensions of the shops, offices including door jams & which does not include flowerbed, dry yard, wall skirting, etc.
- RERA Carpet Area: RERA carpet area is the net usable floor area of an apartment, defined by the Real Estate (Regulation and Development) Act, 2016 as the area within the internal walls, excluding external walls, balconies, terraces, verandahs, and areas under service shafts

NOTE: The term "Carpet Area" should be referred to as "RERA Carpet Area" in the tender document.

## 17) Contract:

Shall mean the Agreement papers, details of the Company/Firm, all the Proforma, bid document together with the letter of Intent and any other documents specifically indicated herein and the formal agreement executed between the developer and Society. All these documents taken together shall be deemed to form one contract and to be part of each other.

## 18) Letter of Intent (LoI)

Shall mean intimation by a letter to Bidder that the Bid has been accepted in accordance with the provisions contained in the letter.

## 19) Works:

Shall mean and include all works to be executed in accordance with the Contract or part(s) thereof, as the case may be and shall include all extra or additional, altered or substituted works as required for satisfactory performance of the contract.

## 20) Site:

Shall mean the land and/or other places, on which the Society is standing, in or through which the work is to be executed under the contract or used for the purposes of contract.

## 21) Approval of the Society/PMC:

Shall mean the written Approval of a document or other particulars or matters in relation to the contract by the Society/Engineer in-charge of PMC.

## 22) Scope of Work:

Shall mean the totality of work by expression or implication envisaged in Bid document, discussions, negotiations, if any, all communications, exchanged between the Society and Developer and shall include all materials and labour for all relative or incidental or in connection with the commencement or performance or completion of any work and/or for incorporation to the work. The Developer shall provide new offices on ownership basis free of costs to all the existing members of the Society which is complete in all aspects of modernity and there should not be any loss.

## 23) Final Completion

Shall mean when the Works included in the Contract have been completed in all respects as per the specifications, drawings, directions, and the Site has been cleared including the removal of labour camps, and all other facilities put up by the Developer for the execution of Contract and all the new offices made ready and fit and complete with all the utilities in proper functioning order for occupation with the "Occupation Certificate" (OC) for all the phases of the Project granted by required Competent Authority, and installation of all amenities and ancillary structures in good and proper working condition.

**24) Mobilization**

Shall mean establishment of sufficiently adequate infrastructure by the Developer at 'Site' comprising of construction equipment, aids, tools and tackles including setting up site offices, with facilities such as power, water, communication, etc. establishing manpower organization comprising of Engineers, supervisory personnel and an adequate strength of skilled, semiskilled and unskilled workers, who with the established infrastructure shall be in a position to commence execution of work, in accordance with the agreed time schedule of completion of work.

**25) Specifications**

Shall mean the schedules, technical specifications, detailed designs, statements of technical data, performance characteristics and all such 'Particulars' mentioned as such in the Contract pertaining to the method and manner of performing the Works or to the quantities and qualities of the materials to be furnished under this Contract, and shall include any modifications that may be made to the same. The same shall also include the latest editions including all addenda, corrigenda for relevant Indian Standard Specifications or other relevant codes.

**26) Completion Certificate**

Shall mean the certificate to be issued by Society upon receipt of Occupancy Certificate in respect of all phases of the Project, submission of all authority approved, statutory and legal documents for the entire redeveloped property issued by the concerned Competent Authority, and after installation of all amenities and ancillary structures in good and proper working condition, and after the Society determines that Final Completion has been achieved.

**27) Urgent Works**

Shall mean the urgent measures which in the opinion of the Society's Consultant become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

## 28) Time Being Essence of Contract

On this job the timely completion of work is of prime importance, and the work shall be completed within the stipulated period. The Bidder should add hereto his action plan and work schedule as mentioned in above point, as it is deemed to be the essence of the contract on the part of the developer. The Developer has to agree that the work shall be commenced and carried on in the order or precedence as may be directed by the Society/Society's PMC. The progress of work shall be checked at regular intervals and percentage progress achieved shall be commensurate with the time elapsed. Developer shall submit to the Society with a copy to the Society's PMC, progress report every fortnight indicating time progress of the work.

## 29) Written Communication

Any communication by either or all the three parties' viz. Developer, Society's Consultant and Society shall always be in writing. Any verbal communication unless confirmed in writing, will have no binding on any of the parties and will not be accepted for any reason whatsoever.

There are no other understandings between the parties other than as set forth in the Contract. All communications made prior to the date of contract are hereby abrogated and withdrawn unless such communications are made part of the Contract.

## 30) Taxes

The Bidder shall be solely responsible for payment of all applicable taxes, duties, levies, and statutory charges in connection with the project, including but not limited to Income Tax, GST, Works Contract Tax, ESIC, Stamp Duty, and any other government dues. All charges on account of procurement, transportation, or use of materials (including Octroi, terminal taxes, sales tax, and duties under the Maharashtra Works Contract (Re-enacted) Act, 1991, as amended) shall also be borne entirely by the Bidder. The Bidder shall submit valid certificates and documentary proof of such payments to the Society from time to time and shall indemnify and hold harmless the Society against any liability, claims, or consequences arising from non-payment or default in such statutory dues, even after completion of the project.

**31) Temporary Office on Site and Facilities**

The Bidder shall, at his own cost, provide a separate, suitable, and weather-proof temporary office with proper doors, windows, locks, and security arrangements for use by the Society, its Consultant, and their representatives, located conveniently close to the works. The Bidder shall also maintain his own site office at the premises, staffed at all times during working hours by a clerk or duly authorized representative. Any notices served upon such authorized person or left at the Bidder's office shall be deemed to constitute valid service upon the Bidder.

**32) Sanitation**

The Bidder shall, at his own cost, make all necessary provisions for the health, hygiene, and safety of workmen engaged on the project. This shall include:

- Providing and maintaining adequate latrines, urinals, and potable water supply, in compliance with the Model Rules for the Protection of Health and Sanitary Arrangements for Workers and as required by the Society's Consultant.
- Making proper arrangements for treatment and disposal of sewage, including septic tanks and drainage.
- Ensuring compliance with all applicable rules and regulations of local authorities regarding sanitation and health.

All related costs, charges, and taxes shall be borne entirely by the Bidder.

**33) Debts and Loans**

The Bidder shall not, under any circumstances, raise financial assistance or loans by offering the Society's plot or any part thereof as security.

During the progress of the work, the Bidder shall, upon request by the Society, furnish verified statements showing the total outstanding indebtedness, if any, in connection with the project works covered under this Contract.

## 34) Material obtained from Excavation

All soil, filth and other matter of an offensive nature taken out of any excavation trench, sewer drain, cesspool, or other place shall not be deposited on the surface but at once carted away by the developer. He shall completely remove and satisfactorily dispose of all rubbish resulting from the operation under this contract and shall do all the work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work. The Bidder shall remove the excess earth, shuttering and scaffolding material from the work site as and when instructed by the Society/Society's Consultant.

## 35) Use of Society's Land

The Bidder will be allowed to use a portion of the site defined and/or marked onsite plan free of charge for the temporary purpose of sheds, offices thereon for themselves and the Society/PMC and his subordinates, and shall remove the same from the ground at the completion of the works, or when required to do so by the Society/PMC after receiving 5 days' notice. He shall not use or allow to use any such ground, shed or office or any portion of the site of the works, for any purpose other than the carrying out of works under this BID.

The Bidder shall, in such case, pay all taxes, which have to be paid in respect of all ground sheds or offices used as above and all the license fees/etc, that may be demanded for the storage or otherwise under the various laws as per rules in force.

The Bidder shall provide, if necessary or required, on the site, all temporary access thereto and shall adopt and maintain the same as required from time and shall take up and clear them away as and when no longer required and make good all damage done to the site.

## 36) Right of entry

Society and its Consultant or its representative shall at all times, have free access to the works and/or other place where materials are being prepared for construction for the contract and also at any place where the materials are lying or from which they are being obtained.

The Bidder shall give necessary facility to the Society and its Consultant or its representative for inspection, examination and testing of the materials and workmanship even to the extent of discontinuing portions of the work temporarily of taking down portions of finished work.

If any work is to be done at a place other than the site of the works, the Bidder shall obtain written permission of the Society for doing so. Except the representative of public Authorities, no person shall be allowed on the works at any time, without the written permission of the Society.

37) Storage of Explosives

No inflammables/explosive within the meaning of Indian Petroleum Act, Indian Explosive Act or any other similar regulation shall be allowed to be stored at the site or within half a kilo meter of limit of the site. If required, Bidder shall do so, under requisite license and with all precautions in compliance with the relevant acts.

38) Fencing, Watching and lighting

The Bidder shall provide and maintain at his own expense, all lights/guards, fencing and watching when and where necessary or as required by the Society for the protection of the works. In the event of failure on the part of the Bidder, the PMC may, with or without notice to the developer, put up a fence or improve a fence already put up or provide and/or improve the lighting or adopt such other measures as he may deem necessary, and all the consequent cost as may be incurred by the Society/PMC shall be recovered from the Bidder.

39) Protection of Trees and Eco-Friendly Development

Trees designated by the PMC shall be protected from Damage during the course of the work and earth level within one meter of each such tree shall not be changed. Where necessary, such trees shall be protected with temporary fencing. All such costs shall be borne by the Developer. Further, the Developer shall comply with all the other rules and regulations with regards to eco-friendly development.

40) Name Board

The Bidder shall display clearly on a display board the name of the works, the name of the Bidder, the name of the Society & PMC for the full duration of the works only after execution of definitive agreements.

## 6. OTHER CONDITIONS

This are the short and general conditions that are expected across the project. This will be negotiated and will be used to frame the Development Agreement. These are the conditions to give a short idea of society's expectations.

- **GENERAL**

- 1) Survey

The Developer shall be deemed to have carefully studied the work and site conditions, specifications, schedules and drawing and various other data and shall be deemed to have visited the site of the work, carried out his own inquires and measurements and to have fully acquainted himself regarding the local conditions and the surroundings including market conditions of real estate etc. He shall be deemed to have carried out his own surveys, investigations, and assessment of site conditions. He is deemed to be fully aware of all statutory requirements including those concerning labour and the local conditions/status or availability and employment of labourers. He shall be deemed to have his own assessment of present and future market. The data given by the Society is made available in good faith only for general information without any commitment or responsibility on the part of the Society about its accuracy. The Developer shall accordingly work out his proposal.

- 2) Methodology

The Developer shall submit within the time stipulated to the Society/PMC in writing the detailed methodology that would be adopted for the execution of any item and obtain its approval to the same in advance before starting the work.

- 3) Timelines

The Developer shall also submit the programme of work indicating the date of actual start with monthly planning to the Society/PMC. The developer shall complete the entire project within the time limit and as per agreed timetable for salient milestones, failing which he shall render himself liable to pay liquidated damages to the Society. In the event of non-completion of the project within the stipulated/extended time, the Society and its members shall be at liberty to encash the bank Guarantee as mentioned in this Bid Document or to accept the liquidated damages as stated in this clause. Action plan for covering back log of progress of actual work with respect to planned work in the subsequent month of activity from time to time.

#### 4) Orders & Record Book

The Society's Architect/PMC shall receive orders as shall be given by the Managing Committee and shall be binding on him for carrying them out. The Site Order book shall be maintained on the site, which shall be the property of the Society and Resident Engineer of Developer shall promptly acknowledge the orders given therein by the Managing Committee.

#### 5) Testing & Reports

The required quality control tests conforming to the various Indian Standard Codes shall be carried out by the Developer at his own cost and the results the same shall be carried out by the Developer in field laboratory, established on work site. At least twenty percent tests shall be carried out in Govt. laboratory or any other approved laboratory as per directions of Engineering Consultant of the Society.

#### 6) Labour and Amenities

The Developer at his own expense shall make arrangements for housing, supply drinking water, provide latrines and urinal at the locations, for his staff with all necessary amenities and protective measures. He shall take all necessary precautions for safety of the workers and preserving their health while working on this project.

#### 7) Indemnity and Legal Liability

The Developer shall indemnify and save harmless the Society against all actions, suits, claims and demands including non-observance of prevailing laws, rules and regulations, infringement of patent rights brought or made against it in respect of anything done or omitted to be done by the Developer in connection with the work and against any loss or damage to the Society in consequences of any action or suit being brought against the Developer for anything done or omitted to be done in the execution and maintenance work.

#### 8) Safety, Security, and Statutory Compliance

The Developer shall make all arrangements at his own cost for safety and security measures and take all precautions against damages, from accidents of his plant equipment, material, constructed/under construction structures and the staff working on the project as also the entire site. The Developer shall comply with all rules and regulations, bylaws and directions given from time to time by

competent authority in connection with this work and shall pay all fees, which are liable for the project.

#### 9) Work Completion

The Society's Architect shall check every slab casted for quality and only upon certificate from the Society to that effect, the slab shall be considered completed without any defect.

#### 10) Treasure Trove and Site Discoveries

In the event of discovery by the Developer or his employees during the progress of the work of any treasure, fossils, minerals, or any other article of value or interest, the Developer shall immediately intamate the Managing Committee of such treasure or things which shall be the property of the Society.

#### 11) Site Development

The Developer shall provide a temporary office of size 3m x 5m with suitable partitions etc. at suitable location for the use of Society's field staff and a separate office for consultants, free of cost on the site of work. The office shall be provided with all amenities, furniture, fixtures and fittings etc. required for a good office.

#### 12) Project Completion

The Developer after completion of the work and obtaining Occupation Certificate from NMMC/CIDCO, or on termination shall clear the site of all debris and remove all unused materials, plants, machinery, equipment, tools etc. The Developer shall also clear the site of all temporary structures, site office, labour camps, utility lines etc., constructed/erected for execution of the project and obtain a letter to this effect from the Managing Committee. The work shall be treated as complete only after relevant completion Certificate is issued by the Managing Committee on satisfactory completion of all works in all respects and clearance of site.

#### 13) Legislative Changes and FSI Benefits

The Developer shall bear all the market risks and financial burden due to any future changes in legislation and rules and regulations involving extra cost in fulfilling his obligations under this contract. Provided that any extra benefits of FSI etc. accruing to the Society due to future legislative changes or changes in rules and regulations shall belong to the Society without any sharing with the

Developer. All of above noted benefits including FSI will be proportionately shared with the members of the Society. The Developer shall incur all costs of legal matters of the Society that might arise during the course of this project.

**14) Force Majeure**

If at any time during the execution of the project, the Developer is not able to proceed with construction/ completion of the project beyond a period of one month due to any reason beyond his control as mentioned below, the Developer shall get extension of time to proceed with the project work in case of occurrence of such events; the period of extension being assessed by the Society as reasonable and necessary. Such extension of time shall be considered by the Society only after the Developer has provided a written notice of a Force Majeure occurrence within one month of the occurrence of the event (the issue of which notice within the stipulated time period shall be considered a mandatory pre-requisite), providing therein detailed reasoning as to the actual impact or deterrence being caused due to the Force Majeure event on the execution and progress of the Works. Apart from grant of suitable extension of time, no other claim shall be considered or available to the Developer, including but not limited to towards escalation, losses, additional expenses, revision in commercial terms etc. /'Force Majeure means any, including, without limitation, of following events or circumstances or combination of events and circumstances.

**15) War, Hostilities, and Civil Disturbances**

Act of war or hostilities (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, insurgency, terrorist or militant action, sabotage, or civil commotion or the threat of any of the foregoing.

**16) Acts of God and Natural Calamities**

Acts of God and earthquakes in Maharashtra, and Any event or circumstance of a nature analogous to any of the foregoing occurring in India which materially affects either party adversely with the terms of the contract, but only if and to the extent that such events and circumstances are not within reasonable control, directly or indirectly/if such Affected Party, despite the exercise of reasonable diligence, is unable to foresee, prevent, avoid, mitigate or remove such event of Force Majeure."

**17) Compliance with Labour Laws**

The Developer and his subordinates/representatives/agents shall comply with the latest provisions of the Minimum Wages Act, 1948 and rules made there under in respect of any employee employed by him on this project including the ancillary works and the provisions of various Acts and Laws relating to employment and welfare of all workmen employed by the Developer including Workmen's Compensation Act/1923 and relevant laws.

**18) Sanitary Compliance**

The Developer and his agents shall comply with all sanitary rules and carry out all sanitary measures that may, from time to time be prescribed by Government, local bodies and permit inspection of all sanitary arrangements at all times by the Managing Committee's Representative.

**19) Medical Facilities**

The Developer shall provide medical facilities at the site as may be prescribed by the Managing Committee in relation to the strength of the Developer's resident staff and workmen, directly or through petty contractors or sub-contractors employed on the work.

**20) Escalation**

No escalation in cost shall be paid to the Developer including the period of extensions granted. The Developer is advised to calculate the project cost by considering variations in future prices until completion of project.

**21) Defect Liability Period**

Defect liability period for all components of the project and water proofing works shall be 05 (five) years respectively from the date of issue of completion certificate or as per RERA whichever is more. If during the defect liability period, the said work is found to be defective in any manner whatsoever, the Developer shall forthwith on receipt of notice in that behalf from the Society/Managing Committee, duly commence, rectify the work at his own cost in every respect. All the works that may be necessary for rectifying the defects specified therein, including dismantling and reconstruction of defective portions strictly in accordance with and in the manner prescribed and under the supervision of the Managing Committee, shall be completed within 30 days from the written notice given by it or as directed by the Society. In the event of the Developer failing or neglecting to carry out the said rectification work, the same will be carried out

by the Managing Committee at the risk and cost of the Developer, which risk and cost amounts may, at the sole discretion of the Society, be recovered from the performance guarantee retained with the Society. If such cost so incurred by the Society exceeds the amount of Performance guarantee, the difference between the performance guarantee and expenditure incurred by the Society shall be recovered from the Developer as admitted debt due by the Developer to the Society. Defect liability period to be considered building wise and as per the Completion schedule.

In case of any defects in the buildings constructed for sale by the Developer, the entire responsibility lies with the Developer only. The Society will not be responsible in any way for any defects or their rectification. However, if such defects endanger the safety/serviceability of Society's component of work, the Managing Committee will be free to take appropriate action as deemed fit. After the purchasers of saleable area become members of the Society, the Developer shall be responsible for the balance period of defect liability to the Society.

All types of permissions from Local Municipal and other statutory Authority for the entire project shall be obtained by the Developer. The charges towards various permissions shall be borne by the Developer. All statutory permissions regarding Society building shall be obtained in the name of the Society and submitted to the Managing Committee.

- **MISCELLANEOUS:**

- 1) The Developer shall provide separate electrical metered connections for each commercial shops, offices. The permission from MSEDL for electrical connection shall be obtained by the Developer for the whole project. The charges in this regard shall be borne by the Developer. The required documentary assistance will be provided by the Society as and when necessary. The Electrical substation/transformer for Society component and saleable component on land/built up area shall be provided independently at the Developer's cost if necessary.
- 2) The water supply system shall be provided by the Developer as per approved design and carried out as per standard specifications mentioned in the Standard Specification Book of Public Works Department. The Developer shall provide separate connections for buildings of Society's component with internal and external water supply connections. The necessary permissions from Local Municipal Authorities shall be obtained

by the Developer. The plans of distribution of water line, pumping system, overhead tank etc. shall be approved from the Managing Committee as well as the Local Municipal Authorities by the Developer. The charges for these sanctions shall be borne by the Developer.

- 3) The Street light arrangements inside the entire complex and area lighting around the buildings/ complex shall be carried out by the Developer as per approved plan. The Street light arrangement shall be independent for Society's component and saleable component of work, the former not being inferior to the latter. All common lighting shall be solar powered.
- 4) The Developer shall be responsible to connect external drainage and sewerage lines, storm water drains, etc. to the main drainage line of Local Municipal Authorities.
- 5) All types of municipal taxes and levies pertaining to Society's part of the building during the period till the completion certificate referred to above obtained by the Developer shall be borne by the Developer and there after the same shall be borne by the Society after taking over possession of the completed buildings. As regards the taxes for saleable component of work, the Developer shall be fully responsible for payment of such taxes and other outgoing till all the occupant's become members of the Society.
- 6) The Developer shall complete the entire project and hand over the component for use by present members of the Society including infrastructure etc. after obtaining completion certificate, within 36 months from the date of obtaining the first commencement certificate.
- 7) Failure of the Developer to complete the works within the above-mentioned time limits shall render him liable to pay liquidated damages.
- 8) The Bank guarantee less deductions/recoveries if any shall be returned/ released to the Developer as per the percentage of construction work done on the site. Last 10% of Bank guarantee to be released after completion of whole project & handing over as per completion certificate issued by PMC.
- 9) In the event of encashment of Performance guarantee by Managing Committee, the Developer shall within 30 (thirty) days of encashment notice furnish to the Managing Committee Fresh Performance Guarantee failing which, the Managing Committee shall be entitled to terminate this agreement in accordance with the provisions of this contract.

- 10) The land/built up area along with construction made thereon in good condition shall be handed back quickly and peacefully to the Society after completion of the Project, without any liability to the Society.
- 11) The Developer shall request the Managing Committee to issue a certificate of completion of works along with no claims certificate. After receipt of such request the Managing Committee shall take suitable action within 30 days. A joint inspection shall be carried out before issue of completion certificate and the Developer shall rectify all defects and carry out all tests suggested by the Managing Committee within specified period. The Developer shall ensure that the work has been completed satisfactorily as per specifications and that all clearances have been obtained from the competent authorities before requesting for completion certificate.

- LIQUIDATED DAMAGES FOR DELAY

If the Developer fails to execute, complete and deliver the work within the specified time, including with respect to any construction milestones as per the construction schedule to be submitted, he shall pay to the Society as and by way of compensation at the rate that will be decided of the total Construction Cost of the Project for each week's delay or part thereof, beyond the agreed date of completion specified in the contract, provided that the amount to be paid under this clause shall not exceed seven percent of the total Construction Cost of the Project. Society may, without prejudice to any other method of recovery, deduct the amount of such damages from security available with the Society, including but not limited to the Performance Bank Guarantee. The Developer acknowledges and agrees that such Liquidated Damages constitute a genuine pre-estimate of the losses that would be suffered by the Society as a result of such breach of contract by the Developer by way of delay in completion of the work, and are not by way of a penalty. The Developer acknowledges that the losses may be of such a nature wherein it may not be possible to furnish proof of such losses, and in light thereof, the aforesaid sum of liquidated damages shall be payable irrespective of whether any proof of losses being suffered is furnished.

- **DELAYS**

If there is any delay in execution/completion of the contract due to reasons beyond the control of the developer like delay due to non-availability of drawings or Non-cooperation of members on site or stoppage of work by the NMMC/CIDCO engineer etc., the Developer must intimate the same in writing within 3 days of any such hindrance occurring (intimation within the stipulated time period being a mandatory pre-requisite), following which legitimate extension of time as deemed reasonable by the Society will be allowed but no monetary compensation of any kind whatsoever (like payments for over stay etc.) will be given by the Society. The Developer acknowledges that any such extension granted by the Society at its sole discretion shall constitute the sole and adequate compensation to the Developer for any such delay.

- **SUSPENSION**

If the developer except on account of any legal restraint upon the Society preventing the continuance of the work, suspends or neglects the works or fails to proceed with due diligence in the performance on his part of the contract, the Society and/or the Consultant shall have the power to give notice in writing to the developer requiring that the work be proceeded with in a reasonable and with reasonable dispatch. After such notice shall have been given the developer shall not be at liberty to remove from the site of the works any plant or materials belonging to him, which shall have been placed thereon for the purpose of the works and the Society, shall have lien upon all such plants and materials.

- **TERMINATION OF CONTRACT BY SOCIETY**

If the developer commits a breach of any terms of this contract, and fails to rectify such breach within 15 days of a notice in this regard being issued to the Developer by the Society, or if the Developer commits or any Act of insolvency or shall be adjudged as Insolvent or shall make an assignment or composition for the benefit of the greater part in number or amount of this creditors or (being an Incorporated Company) shall have an order made against him or pass an effective resolution for winding up either compulsorily or subject to the supervision of the Court or voluntarily, then the Society reserves the right to terminate the Contract.

In such cases the 'Bank Guarantee' of the Developer shall be invoked and utilized as the case may be and further the Society shall enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and other materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workman in carrying on and completing the works or by employing any other Developer or other person or persons to complete the works and the Developer shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Developer or other persons employed for completing and finishing or using the materials and plant for the works.

In case of termination of the Development Agreement the Developer shall lose the right under the Development Agreement and the Society shall have the right to complete the redevelopment of the Property in the manner it deems fit and at the risk and cost of the

Developer, in addition to the right to seek all the remedies available to it under the law and equity

In case of termination it is specifically clarified that the Developers shall not have any claim on the Society, Society's Property and / or its Members or any part thereof for any expenditure incurred by him / them of whatsoever any nature for execution of this Project including but not limited to fees of consultants, administrative expenses, salaries & wages of employees, dues payable to suppliers, subcontractors, stamp duty, registration fees, official expenses, out of pocket expenses, incidental expenses etc. Further the Society shall not be liable for any compensation for the efforts taken by the Developer.

In the event of the Developer being individual or Partnership or LLP, such individual or Partnership or any of its Partners being adjudged as an insolvent or the Developer being a Corporate Body, in such event the Company being ordered to be wound up or going into voluntary winding up, then in such case the Performance Bank Guarantee given to the Society shall de facto stand invoked a day prior to happening of such event without any act or deed on the part of the Society and the Developer's Bankers shall be liable to pay the amount of the Performance Bank Guarantee to the Society without demure & any reference to the Developer his Official Assignee or Official Liquidator as the case may be. A provision to that effect will be made in the Performance Bank Guarantee. Since the Performance Bank Guarantee is to stand invoked a day prior to the

happening of the event stipulated hereinabove, the Bankers shall not refer or shall not absolve themselves from their liabilities on the ground of appointment of the Official Assignee or Official Liquidator as the case may be.

- **PERMISSIONS**

The Developer shall apply for all permissions in the name of the Society through PMC/its Architect and consultants.

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## 7. ELIGIBILITY

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## Envelope 2

The Financial Bid envelope should also be contained in the Tender Document. Missing of envelopes would lead to termination of bid.

\*Note – The Bidder must note that if there is no validation documents provided for the information filled by them in the Proforma's then it will not be considered in the Technical Evaluation. It will lead to point deductions.

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## 8. TERMS & CONDITIONS

The Successful Bidder shall be bound to comply with the following comprehensive Terms and Conditions, which shall regulate the undertaking, execution, management, and completion of the Redevelopment Project of the Society Plot and Society Buildings. These terms are mutually binding and shall form an integral part of the Redevelopment Agreement to be executed between the Society and the Bidder.

### A. Pre-Commencement Procedure:

- 1) After completing the process of negotiations (as per the discretion of the Society), the Society shall issue the Letter of Intent (LOI) by registered post or by otherwise, delivering at the registered office of the Successful Participant. Then onwards the Successful Participant will be acknowledged as Developer and then onwards the Successful Participant throughout the further process of Redevelopment will be termed as Developer for future correspondence, agreements etc.
- 2) Within 10 days of receiving Letter of Intent, the Developer shall prepare and submit to the Society and the PMC, a detailed programme of Redevelopment Activities in the form of a Bar/Gantt Chart showing all activities & the order of procedure in which he proposes to carry out the works.
- 3) Within 15 days from the date of submission of a Bar Chart, the Society and/or the PMC shall convey to the Developer his comment/ approval on the programme.
- 4) The Developer shall be required to submit the Bar chart for the various activities involved in this Redevelopment including regular and periodical monitoring of the progress of execution of construction work accordingly.
- 5) If at any time it should appear to the Society and/or the PMC that the actual progress of the construction work does not conform to the approved Project Schedule referred to in this Tender, the Developer shall produce a revised & detailed programme showing the modifications as per the Project Schedule necessary to ensure the completion of the construction works within the time period for completion.

- 6) The Developer will take steps with NMMC. to make provision for Road Access to the adjoining /behind plot holders from the Society Land in lieu of applicable benefits. The Costs of the same to be borne by the Developer.
- 7) The Developer shall get all the Building, Structural, Electrical Plans, Designs, Parameters, Drawings, Aesthetics, General, Internal and External Specification and Amenities, duly approved from the Society and the PMC, in accordance with the Technical Conditions, set out by the PMC. Only thereafter the Developer can proceed with such matters before the Planning Authority. The Society shall be at liberty to ask for multiple rounds of revisions/alterations either directly or indirectly through the PMC and the Developer shall be bound and liable to make such revisions/alteration at the cost of the Developer.
- 8) The Development Agreement inter-alia incorporating all the terms and conditions of the Tender agreed by and between the Developer and the Society, shall be prepared by the Developer for approval of the Society, the Advocates/Legal Advisor and PMC of the Society.
- 9) The Development Agreement shall also include drafts of the PAAA between the Member and Developer for Society's Area, Member's Shops, offices Area including the Existing Carpet Area Occupied by the Member, Additional Purchased Area by the Member.
- 10) The Development Agreement shall also include draft of Limited Power of Attorney to be given to the Developer for the purpose of only undertaking the Redevelopment of the Society and such Limited Power of Attorney shall be co-terminus with the termination of the Development Agreement.
- 11) The Development Agreement shall also include drafts of Individual Consent Letters to be given by each Member.
- 12) The Development Agreement shall also include copy of the building and - Structural plans, layouts and design of the society building or buildings along with Indemnity from Developer stating the Plans, Layouts and Designs approved by the Society are Approvable by the Planning Authorities under laws of the State of Maharashtra.
- 13) The Developer shall bear all the costs, duties, expenses, charges including payment of Stamp Duty Amount and Registration Charges, Agent Charges for the execution and registration of the Re-Development Agreement.

- 14) The Developer shall bear all costs of litigation and financial liability pertaining to the society after the completion of procedure of 79A.
- 15) The Developer shall thereafter submit the Society and the PMC for approval of final plans, individual Building Plan, ancillary structures, podiums, parking and layouts of modules [individual shops, offices designs]. This shall be accompanied by undertakings from the Developer with respect to validity of such plans as approved as above, with respect to Statutory Approvals of all kinds.
- 16) The Society shall in consultation with the PMC, carry out scrutiny of all received details. Any ambiguity shall be pointed out. Schedule of extra, data required prepared, and any advice as to changes in submitted details suggested by the Society in consultation with the Society Consultants, shall be duly incorporated by the Developer.
- 17) Must be done triparty agreement between PMC- society – developer.
- 18) The Society shall in consultation with the PMC/Advocates/Legal Advisors, approve the final draft of Re-Development Agreement as per the terms and conditions of the Tender and shall submit the same to the Developer for further process of payment of stamp duty and registration amount.
- 19) The Re-Development Agreement shall be duly stamped by the Developer as per the provisions of the Maharashtra Stamp Act, 1958 by making payment of the necessary Stamp Duty on such Redevelopment Agreement and shall also pay such Registration Charges as shall be payable on the Re-Development Agreement as per the provisions of the Indian Registration Act, 1908 and thereafter the Society and the Developer shall sign, seal and execute the Final Re-development Agreement and thereafter on the date so fixed between the Society and the Developer, which shall not be less than 30 days from the date of such execution, the Society and the Developer shall cause such Re- Development Agreement to be registered with the Office of the Concerned Sub-Registrar of Assurances at Mumbai.
- 20) On execution and registration of the Final Re- Development Agreement, the Society and the Developer shall enter into a legally binding agreement inter-alia granting a license to the Developer to enter into the Society Plot and to carry out the construction work of Redevelopment Project, in accordance with the agreed terms and

conditions recorded in the Re-Development Agreement. The Terms and Conditions of this Tender and all the written correspondence and communication exchanged between the Society and the Developer shall form the integral part of the Re-Development Agreement and execution and registration of the Re- Development Agreement shall not be considered as any waiver or substitution of any of such terms and conditions of Tender and such correspondence and communication. The Re-Development Agreement shall be read together with all such terms and shall be treated as one single document for the purpose of interpretation of terms and conditions of the Redevelopment Project.

- 21) The Developer shall appoint his/her/their Consultants i.e., the Developer Consultants as required under the provisions of the DPCR 2034 and such other Rules and Regulation, notification or circulars, for the purpose of carrying out the Re-Development Project, as his/her/their own cost and charges. The Developer shall also bear the cost of the PMC and Advocates of the Society and shall also deposit their Professional Fees into the account of the Society as and when demanded by the Society. However, such payments shall not absolve the Developer from performing any terms and conditions of the Re-Development Agreement in any manner whatsoever.
- 22) Each existing member of the Society should stand to receive a new tenement (commercial shops, offices) free of cost from the Developer. All shall be shared in the same building which will have sale component Shop / offices with same specifications and amenities of such finishes, to be compulsorily provided by the Developer as listed in the Tender document.
- 23) Existing members to be accommodated.
- 24) The Developer should offer additional carpet area to an equal percentage over and above existing carpet areas occupied by the existing members of the Society.
- 25) Each existing member of the Society shall have first right to opt for extra carpet area i.e., Additional Purchased Area, over and above the Additional Carpet Area offered by the Tenderer.
- 26) A purchase of Additional Purchased Area over and above the Additional Carpet Area offered by the Developer shall involve payment by the concerned Member of the Society to the Developer, at a discounted per square foot rate of carpet area.

27) After each member has exercised their right to purchase Additional Purchased Area from the Developer, a total figure of the Carpet Area to be provided for the Existing Members of the Society shall emerge. The RERA Carpet Area for Existing member shall be Carpet area Occupied by the Existing Member + Additional Carpet Area +. Additional Purchased Area plus Area of the Internal Wall, computed on the whole, across all existing Members.

28) The RERA Carpet Area for Existing Members shall not include any Elevation treatment features, Dry balconies, Flower beds, Niches, lofts, toilet ducts, Staircase and lift lobbies on all floors, Suction and Overhead Tanks, Terraces, Podiums, Parking's, Basements and shall not include areas exempted from the floor space index computation in the DCPR, 2034. The floor-to-floor clear height of each shops, offices will be as per UDCPR, for the carpet area provided in the room.

29) The Redevelopment of the Society Plot and Society Building/s shall be carried out by utilizing the Total Permissible FSI, that shall be made available on the society plot as per UDCPR. The entire cost of construction and cost of purchasing the FSI required to be paid for loading Fungible FSI on society plot, the cost of premium to be paid for buying Government Premium FSI and such other cost, charges and expenses shall be incurred by the Developer alone.

30) The Developers Area shall result from the Total Permissible Built-Up Area [excluding areas not counted in FST] and Subtraction from the above area, the Carpet area Occupied by the Existing Member + Additional Carpet Area for Existing Members.

31) The Developer's Area shall necessarily be constructed on Site by the Developer immediately in continuance with the overall Construction work, and not left as only a Development Potential.

32) The Developer shall have full rights to sell the Developer's Area [balance area] at the rate so desired by the Developer after giving agreed benefits as per the Tender to the Society and as per the terms and conditions of the Re-Development Agreement executed between the Society and the Developer. However, such rights shall not be exercised by the Developer till the approval of final building plans by the planning authorities and till the construction work is completed till Plinth Level. The Developer shall handover possession for the sale component only after

existing members have been given possession after the Occupation Certificate of the entire project is issued by the NMMC.

33) In case the Developer's proposal requires existing members to shift them to a temporary location out of site, the Developer shall pay Rent, Brokerage, Shifting Charges per month as per attached Rent Sheet or the revised Rent rate applicable at the time vacating the offices. The area mentioned on Maintenance Bills shall be considered for calculation rent, deposit and corpus amounts payable to members. These allowances shall be paid to the existing Society members by the Developer, as per mutually agreed terms and conditions for rent and brokerage every year minimum two times shifting/transportation of change of place till peaceful possession of redeveloped offices/shops. The Society shall levy 18% Interest Per Annum on delayed payments. The Society shall levy 18% Interest Per Annum on delayed payments and the same shall be payable by the Developer from the date of default till the date of its payment or realization thereof.

34) The Developer shall not raise any loan/finance by the way of Mortgage or any other instrument or by way of sale of land and property of the Society.

#### **B. Commencement of Construction:**

- 1) The Draft Drawings for Municipal Approvals shall be submitted by the Developer to the Society and the PMC for approval. Any discrepancy observed by the PMC shall be suggested to the Developer for revision under a revision schedule.
- 2) The Final Plans and Drawings so prepared by Developer and approved by the Society in consultation with the PMC, shall be signed by the Society, for the purpose of enabling the Developer to submit the same to the NMMC for approvals.
- 3) The Developer shall cause such final plans and drawings to be duly approved from NMMC, to commence the construction of the Redevelopment Project.
- 4) The Society in consultation with the PMC shall scrutinize the Plans approved along with IOD by the NMMC and in case of any discrepancies, being noticed by the PMC, the Developer shall be bound to amend such Plans as per the directions given by the Society in consultation with the PMC.

- 5) The Society shall thereafter proceed to issue allotment letters of offices/shops, offices in respect of Members offices/Shop Area to each member of the society in accordance with the terms and conditions of the Re- Development Agreement.
- 6) The Society and the Developer shall execute PAA with each member of the society inter-alia setting out the allotment of the Member Shops, offices Area to respective member of the Society, as per the terms and conditions of the Re-Development Agreement.
- 7) The Developer shall on execution of PAAA, hand over the rental cheques for the Temporary Rental Accommodation to each and every member of the society as per the terms and conditions of the Re-Development Agreement.
- 8) The Developer shall on execution of PAAA, shall handover all the additional incentives or part thereof, to each member of the society as per the terms and conditions of the Re-Development Agreement.
- 9) On or after execution of PAAA and after receipt of Rental Cheques and Additional Incentives or part thereof, each such member shall vacate and handover the peaceful possession of their existing shops, offices/shop to the Society to enable the Society to hand over the same to the Developer.
- 10) On receipt of the possession of such existing offices/shops from such members of the society, the Developer shall proceed to commence the construction by obtaining full C.C. and by demolishing such part of the Existing Building as shall be conveyed by the Society to the Developer and subject to approvals granted by NMMC.
- 11) The Developer shall not be entitled to deal with Sale Component, or the Developer shall be restricted to sale of new offices until all the approvals are obtained from all authorities and till the construction work has reached the Plinth Level of society building or buildings.
- 12) The Developer shall execute the construction works as per the approved drawings issued by the Executive Engineer (Building Proposal) NMMC and any other authorities [i-e., Roads, SWD, T.C., MSEB etc.]. Any deviations / conditions shall need to be approved from the Society and the PMC prior to submitting to the relevant authorities for approvals.
- 13) The Developer shall at their own cost, cause the Redevelopment Project duly registered with RERA authorities under the provisions of RERA and in accordance with the terms and conditions of this Tender. The Developer shall be solely responsible for complying with all the rules,

regulations and laws laid down under RERA at their own cost, charges and consequences.

- 14) The Developer shall at his own cost make arrangements for a Site Office & Meeting Room at the site for the Society as approved by the Society and/or the PMC.
- 15) The Site office shall be equipped with necessary office furniture, storage cupboards, display boards, postage and courier boxes for each building etc. During the entire course of the project for the use of members.
- 16) The Developer shall make separate toilet for his labourers & other employees at Site and at location, duly approved as temporary structures by the NMMC & also approved by the Society and/or the PMC. The Developer shall be responsible to maintain the same during the entire duration of the project.
- 17) The Developer shall keep one copy of all Approved Building Plans at the works site and the Society & the PMC shall at all reasonable time have access to the same.
- 18) The Developer shall follow the Safety Code, prescribed by the PMC of the Society. However, neither the Society nor the PMC shall be liable for any criminal action that may arise due to breach of Safety Code by the Developer or its employees or labourers at Site.
- 19) The Developer shall make arrangements for his own stores at a location identified by Society and/or the PMC at the Site. The Developer shall be responsible for the security of his goods.
- 20) The Developer shall in connection with the Redevelopment Project, provide and maintain at his/her/their own cost adequate lights, guards, fencing, warning signs and watch & ward staff when and where necessary for the protection of the construction works or for the safety and convenience of the public or others.
- 21) From the commencement to the certified completion of the whole of Redevelopment Project, the Developer shall take full responsibility to take care of entire construction work. The Developer shall at his/her/their own cost repair and make good any losses or damage that may cause to the same, so that on completion, the construction work shall be in good order and condition and in conformity with the terms and conditions of the approved building plans issued by NMMC and the working drawings duly certified by the Society.

22) The Developer shall also be liable for any damage to the construction work in the course of any operations carried out by him for the purpose of completing any outstanding work. The Developer shall indemnify the Society from all risks on this account. The Developer shall continue to service the premises in occupation of members throughout the completion of the project or shifting of members to the newly allocated offices. This shall include all approach roads, waterlines, sewerage lines, storm water drains etc. as required for human occupation.

23) The Developer shall have on site, at all times during working hours, throughout the course of the Tender, Developer's Senior Representative who will be a qualified graduate civil engineer and who shall be empowered to make decisions binding on the Developer in respect of all matters likely to arise in connection with the execution & coordination of the construction work at site. The Developer shall keep the Society and PMC informed at all times about the name and designation of such representative. Developer's Senior Representative shall have the power to sign the site instructions book. Any directions, explanations, instructions or notices given by the PMC to such representatives shall be held to be given to the Developer.

24) Periodically the PMC/ Managing Committee of the Society shall visit the site to test the quality and to check the reports and progress of construction work and to check the compliance of time lines within which the Developer is bound and liable to complete within the timeline mentioned in the Project Schedule. Any variation from the same as observed shall be brought to the notice of both parties in writing. The Developer shall provide complete assistance to the Society and the PMC.

25) The Developer shall provide and employ on the Site in connection with the execution, completion and maintenance of the construction work, all Consultants/ Engineering staff/technical assistants as are qualified, skilled and experienced in their respective trades, fore-men and leading hands, as are competent to give proper supervision, ensuring quality & output to the construction work they are required to supervise, and also such skilled, semi-skilled and unskilled labour as are necessary for the proper and timely execution, completion and maintenance of the construction work.

26) The Developer shall on the direction of the Society and the PMC immediately dismiss from the works any person employed thereon by the

Developer who may, in the opinion of the Society and/or the PMC, be incompetent or misconducts himself and such person shall not be again employed on the works without the permission of the Society and/or the PMC.

- 27) No unauthorized persons are to be allowed on the site. The Developer shall instruct all such persons to keep out and shall take steps to prevent trespassing.
- 28) No worker of the Developer other than security staff shall be allowed to stay at site unless the Developer takes permission from the Society for the same and shall provide all contact details of the person's staying onsite.
- 29) All materials and workmanship shall be the best of the respective kinds described in the Tender and in accordance with the Developers Consultant and the PMC's instructions and shall be subjected from time to time to such tests as the Developers Consultant and the PMC may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory. The Developer and the Developers Consultant shall upon the instruction of the PMC furnish them with documentation to prove that the materials & goods comply with the requirements of Tender and for requirement stated above. The PMC may issue instruction in regard to removal of material from Site or any work, if these are not in accordance with the Tender. The Developer and the Developers Consultant shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the construction works for testing as may be selected and required by the PMC. Cost towards any and all such tests as directed by the PMC shall be borne by the Developer alone.
- 30) All samples of adequate numbers, sizes, shades & pattern as per specification and/or instruction of the PMC shall be supplied by the Developer and the Developers Consultant without any extra charge. Apart from adhering to any special provision made in the specifications regarding submission of samples, the Developer shall within 10 days of approval of drawings, provide to the PMC samples of all the materials the Developer proposes to use in the project irrespective of the fact that a specific make/material might have been stipulated. If certain items, proposed to be used, are of such nature that samples cannot be presented

or prepared at the site, detailed literature/test certificate of the same shall be provided instead to the satisfaction of the PMC. Before submitting the samples/literature the Developer, shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of the specification. The PMC shall check the samples and give their comments and/or approval to the same. Only when the PMC approve the samples in writing, the Developer and/or the Developers Consultant shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the PMC for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection/comparison at any time. The Developer and/or the Developers Consultant shall keep with him a duplicate of such samples to enable him to process the matter. However, in spite of all this, the total and complete responsibility of the material samples used for actual item execution, being in accordance with the specifications and rules and regulations of the land, is solely of the Developer.

- 31) The cost of making any test as instructed by the PMC shall be borne by the Developer.
- 32) The Developer shall, if required by the Society and/or the PMC in writing, search, and test as shall be necessary to determine the cause of any defect, imperfection or fault under the directions of the PMC. If such defect, imperfection or fault shall be one for which the Developer is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Developer and he shall in such case repair rectify and make good such defect, imperfection or fault at his own expense.
- 33) The Society and/or the PMC, and their respective representatives shall at all reasonable times have free access to the work and/or to the workshops, offices, factories or other places where materials are lying or from which they are being obtained and the Developer and/or the Developers Consultant shall give to the Society and/or PMC and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship. No person not authorized by the Society or the PMC except the representatives of public authorities shall be allowed on the works at any time. In such a case of visit by representatives of public authorities, the

Developer and/or the Developers Consultants shall be responsible to immediately inform the Society and PMC (in that order) about the same

- 34) No work shall be covered up or put out of view without the approval of the PMC and the Developer shall afford full opportunity to the Society and PMC to examine and measure any construction work, which is about to be covered up or put out of view. The Developer shall give due notice to the PMC of any such construction work to be ready for examination and the PMC shall without unreasonable delay, unless they consider it necessary and advises the Developer accordingly, attend for the purpose of examining and measuring such construction work.
- 35) The Developer shall at their own cost, uncover any part or parts of the Works as the PMC may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the PMC.
- 36) The whole of the construction works included in the Tender shall be executed by the Developer and the Developer shall not directly or indirectly transfer, assign or sublet the Tender or any part/share thereof or any interest and no undertaking shall relieve the Developer from the full and entire responsibility of the Tender or from active superintendence of the construction work during their progress.
- 37) The Society and/or the PMC shall, during the progress of the construction work, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the PMC are not in accordance with the Specifications or the instructions of the Society and/or the PMC and the Developer shall forthwith carry out such order at his own cost.
- 38) If the Developer after receipt of written notice from the Society and/or the PMC requiring compliance within ten days, fails to comply with such instructions then the Society may employ and pay other persons to execute any such construction work and all costs incurred in connection therewith shall be recoverable from the Developer by the Society on the Certificate of the PMC as a debt or may be deducted by him from any moneys due to the Developer.
- 39) If as a result of such inspection, examination or test of the construction work the Society and/or the PMC shall decide that such material is defective or not in accordance with the Tender they shall notify the Developer accordingly stating in writing his objection and reasons

therefore. The Developer shall with all speed make good the defect or ensures that the material complies with the Tender. All deficiencies revealed by testing and inspection shall be rectified by the Developer at his own expense and to the satisfaction and approval of the Society and/or the PMC. Rectified components shall be subject to retesting and re-inspection.

- 40) The Developer shall provide the Society and/or the PMC with five copies of reports of all inspections and tests. The Reports shall be duly certified by the Developers Consultant and not the Developer.
- 41) The Society and/or PMC may from time to time intimate to the Developer that the construction work requires to be measured, and the Developer shall forthwith attend or send Developers Consultant to assist the Society and/or PMC in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Should the Developer not attend or neglect or omit to send Developers Consultant, then the measurement taken by the Society and/or PMC or a person approved by him/her/them shall be taken to be correct measurements of the construction work. The Society and/or the PMC shall take joint measurements with the Developer and/or the Developers Consultant and the measurements shall be entered in the measurement book/sheet by the Society and/or the PMC's representative. The Developer or Developers Consultant may at the time of measurement take such notes and measurements as he/she/they may require. All authorized extra construction works; omissions and all variations made without the Society and/or PMC's knowledge, but subsequently sanctioned by him in writing (With the prior approval in writing of the Society) shall be included in such measurements.
- 42) The Developer shall take out all risk insurance policy in the joint names of the Society and the Developer, the name of the former being placed first in the policies and shall also cover the cost of all construction materials, plants and equipment's, losses, damages and liabilities that may arise while commencing and completing the Redevelopment Project. The Developer shall also take out such risk insurance policies as shall also be required to be taken out in accordance with the provisions of law applicable to the Redevelopment of the society plot and society buildings. Such insurance shall be effectuated with an Insurer, in terms approved by

the Society. The Developer shall, whenever required, produce the policy or policies and the receipts for payment of the current premiums.

- 43) Before commencing the execution of the construction work, the Developer shall insure against his liability for any material or physical damage, loss or injury which may occur to any property or life including that of the Society or to any person, including any employee of the Society, or any other third party by or arising out of the execution of the construction work or in the carrying out of the Redevelopment Project. The Developer shall indemnify the Society and the PMC against all claims which may be made on the Society and/or the PMC whether under Workman Compensation Act or any other statute in force during the currency of the Tender or at common law in respect of any of the Employees of the Developer or sub-Contractors. Such insurance shall be effectuated with an Insurer and in terms approved by the Society. The Developer shall, whenever required, produce before the Society's Representative the policy or policies of insurance and the receipts of payment of the current premiums.
- 44) The Society shall not be liable for any payment in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the Developer or Developers Architect or Developers Consultant or any person on their behalf, except an accident or injury resulting from any act or default of the Society or its agents or servants. The Developer shall insure against such liability with an insurer approved by the Society for sum of the established norms during the entire period till completion of Period of Maintenance.
- 45) All the insurance covers mentioned above shall be kept alive during the complete period from Commencement of Construction to receipt of Full Occupation Certificate and B.C.C.
- 46) No alteration, omission or variation in the Construction Work, shall be valid, without proper written communication of the Society. In case of any such default, the PMC shall give notice thereof in writing to the Developer to rectify such alteration, omission or variation and the Developer shall be bound to perform the same within seven days of such notice.
- 47) If at any time the Developer 's methods, materials or equipment appear to the PMC to be unsafe, inefficient or inadequate, for securing

safety of workmen or public, the quality of construction work or the rate of progress required, he may order the Developer to increase their safety, efficiency and adequacy and the Developer shall comply with such orders. The failure of the Society or the PMC to make such demands shall not relieve the Developer of his obligations to secure the quality, the safe conducting of the construction work and the rate of progress required by Project Schedule. The Developer alone shall be and remain liable and responsible for the safety, efficiency and adequacy of his methods, materials, working force, equipment and timely completion of job.

- 48) Society in consultation with PMC shall have the power to make any minor alterations, omissions or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary and advisable during the progress of the construction work and such alterations, omissions, additions, or substitutions shall not invalidate the Tender.
- 49) Any altered, additional or substituted construction work which the Developer may be directed to do in the manner above specified as a part of the construction work, shall be carried out by the Developer on the same conditions in all respects. These alterations, omissions or additions shall be conveyed to the done.
- 50) If it shall appear to the Society that any construction work has been executed with unsound, imperfect or- unskilled workmanship, or that any materials or articles provided by him for execution of construction work are unsound, or of a quality inferior to that contracted for, the Developer shall, on demand in writing from the Society in consultation with the PMC, notwithstanding that the same may have been inadvertently certified forthwith, rectify or remove and reconstruct such construction work in whole or in part, as the case may require or as like case may be remove such materials and articles at his own risk and cost.
- 51) The entire construction work is to be completed in all respects within the time stated in Re-Development Agreement or such extended time as may be allowed under clauses in this Tender and in the Re-Development Agreement. If required in the Tender or as directed by the Society and/or PMC, the Developer shall complete certain portion of the construction work before the completion of the Redevelopment project the completion date for whole of the Redevelopment Project and

obtaining Full O.C. and B.C.C. shall not change for any reasons whatsoever.

The Project Schedule in days / Month / Year is attached as Annexure A-7.

52) If in the opinion of the Society and/or PMC, the construction works be delayed by the Developer for reasons of non-availability of material and labour for continuous period of 2-month time, the Society and/or PMC may make a fair and reasonable extension of time for completion of the Redevelopment Project. If the Developer needs an extension of time for the completion of the construction work or if the completion of construction work is likely to be delayed for any reasons beyond the due date of completion stipulated in the Tender, the Developer shall apply to the Society for extension of time in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time, Developer shall furnish the reasons in detail and his justification, if any, for the delays. While granting extension, which shall be purely discretionary, the Society shall notify the Developer, the period of time which shall not qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted.

53) The whole of the materials, plant and labour to be provided by the Developer and the mode, manner and speed of execution and maintenance of the construction work are to be of a kind and conducted in a manner to the satisfaction of the Society and/or PMC. Should the rate of progress of the construction works or any part thereof be at any time be in the opinion of the Society and/or PMC too slow to ensure the completion of the whole of the construction work by the prescribed time or extended time for completion, the Society shall so notify the Developer in writing and the Developer shall thereupon take such steps as considered necessary by the Society and/or PMC to expedite progress so as to complete the construction work by the prescribed time or extended time for completion. Such communications from the Society neither shall relieve the Developer from fulfilling obligations under the Tender nor shall he be entitled to raise claims arising out of such directions.

54) Subject to any provision to the contrary contained in the Tender none of the construction work, shall save as herein provided, be carried on during the night or on Holidays without the permission in writing of the Society, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the construction work, in which case the Developer shall immediately advise the Society. Provided

always that the provisions of this clause shall not be applicable in the case of any construction work, which becomes essential to carry out by rotary or double shifts in order to achieve the progress & quality of the part of the construction works being technically required/continued with the prior approval of the Society and/or PMC. The construction work at night shall be carried out without unreasonable noise and disturbance and with the approval of the Society and in addition that of the local authority, if so applicable. The Developer shall indemnify the Society from and against any liability for damages on account of noise or other disturbance created while or in carrying out the construction work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

- 55) If the Developer fails to complete the construction work by the date stated in the Re-Development Agreement or within any extended time under relevant Clauses of this Tender thereof, then the Developer shall pay the Society the sum named in the Re-Development Agreement as "Liquidated Damages" for the period during which the said construction works shall so remain incomplete or the Society act such damages from any monies due to the Developer.
- 56) If by reason of any accident or failure or other event occurring to in or in connection with the construction work, or any part thereof, either during the execution of the construction work or during the Defect Liability Period, any remedial or other work or repair shall, in the opinion of the PMC be urgently necessary for security and safety of life or for carrying out the construction work or to prevent damage to the existing structures of the Society, and the Developer is unable or unwilling at once to do such work or repair, the Society may employ his own or other workmen do such work or re-pair, as the Society and/or PMC may consider necessary. If the work or repair so done by the Society which is in the opinion of the PMC, the Developer was liable to do at his own expense under the Tender, all costs and charges incurred by the Society in so doing shall on demand be paid by the Developer to the Society or may be deducted by the Society from any monies due or which may become due to the Developer. Provided always that the Society shall, as soon after the occurrence of any such emergency, as may be reasonably practicable notify, the Developer thereof in writing.

57) All operations necessary for the execution of the construction works shall be carried out by the Developer without causing any inconvenience to the public or the access to use and occupation of public or private roads and footpaths or to or of properties whether in the possession of the Society or of any other person and the Developer shall save harmless' and indemnify the Society in respect of all claims, demands, proceedings, damages, costs, charges and expense whatsoever arising out of or in relation to any such matters in so far as the Developer is responsible therefore.

58) The Developer shall make arrangements for the supply of good quality potable water at Site, for the labour at site, and all charges for water shall be borne by the Developer. If Municipal water is not available and should it become necessary for Developer to bore wells for obtaining water for construction work or to bring water from outside by tankers, the Society shall not be liable to pay any charges in connection therewith.

59) All Power (electricity) required for the appropriate and timely execution of the items of Tender shall be procured by the Developer by application for a separate meter from the Electricity supplier.

60) The Developer shall observe and strictly adhere to all prevailing Labour Laws inclusive of Contract Labour (Regulation and Abolition) Act of 1970 (latest revision) and other safety regulations and including the latest requirements of all the Acts, Laws, Regulations or Bylaws or any local or other statutory authority applicable in relation to the execution of construction works. The Developer shall be solely responsible and liable for all such statutory obligations and liabilities and shall keep the Society harmless and indemnified therefrom. In the event of any losses and damages caused to the society due to breach of any of the provision of Labour Laws by the Developer, then the same shall be recovered by the Society from the Developer by deducting such losses and damages from the Bank Guarantee or from any sum due by the Society to the Developer under this Tender or other-wise.

61) In the event of any outbreak of illness of an epidemic nature, the Developer shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of overcoming the same. Any such outbreak, shall not be raised as ground by the Developer, for delaying the construction work in any manner whatsoever.

62) The Developer shall attend to all Municipal Notices and objections arising due to execution of the construction work by them.

63) The Developer shall pay L.U.C. Tax to the concerned Property Tax Department of NMMC. in respect of the society plot under Redevelopment for the entire period of Redevelopment project and till the date of completion of Redevelopment project and handing over of the Society's Area, Members Shops, offices to the Society. The Developer shall be liable to pay L.U.C. tax till the date of issuance of First Property Tax Bill by NMMC on the basis of fresh assessment of property tax on the Society Plot and Society Building or Buildings after completion of Society Building or Buildings. The Developer shall keep the Society duly indemnified therefrom. In the event of Developer failing to make payment of any such L.U.C. Tax to NMMC and the Society being made liable for payment of any such L.U.C. Tax, then the same shall be recoverable from the Developer as dues and the Society shall also become entitled to deduct the same from the Bank Guarantee.

64) The Society shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any working person in the employment of the Developer or in the employment of any agent appointed by the Developer [the acts and deeds of the agent shall be liability of the Developer at all times during the period of this Contract]. The Developer shall indemnify, hold and save harmless the Society against all such damages and compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**C. Completion of Construction:**

- 1) The Developer should submit 'AS Built' Drawings after completion of construction work before receipt of Full Occupation Certificate.
- 2) On successful completion of entire construction work covered by the Tender to the full satisfaction of Society and/or PMC, the Developer shall ensure that the following works have been completed to the satisfaction of Society and/or PMC:
  - a. Clear the site of all scaffolding, wiring, pipes, surplus materials, Developer's labour, equipment and machinery;
  - b. Demolish, dismantle and remove all Developer's Site Offices and quarters and other temporary works, structures and constructions

and other items and things whatsoever brought upon or erected at the site and not incorporated in the permanent works;

- c. Remove all rubbish, debris etc., from the site and shall clear, level and dress, compact the site as required and said society plot to the satisfaction of the Society and PMC;
- d. Shall put the Society in undisputed custody and possession of the Society Building or Buildings.
- e. All defects/imperfections have been attended & rectified to full satisfaction of the Society and/or PMC. Unless the Developer shall have fulfilled the provisions of the clause, the works shall not be deemed to have been completed.

3) The Developer shall obtain Full O.C. within thirty-six (36) months from the NMMC issuing Commencement Certificate, inter-alia certifying the completion of construction work of the Redevelopment project in accordance with the approved and sanctioned Building Plans of the Society Building or Buildings. The Developer will bear the entire Legal and financial liability (including any taxes plus GST), if arising due to the developer non-procuring the Occupancy certificate within thirty-six (36) months from the NMMC issuing Commencement Certificate.

4) Subject to compliance of all the terms and conditions of Tender and the Redevelopment Agreement, on receipt of Full O.C from NMMC and final approvals from such statutory bodies, the Society and PMC shall audit the Society's Area and Members Shops, offices completely as per the Re-Development Agreement and issue certification of the same prior to possession of shops, offices being given to the Members of the Society.

5) On due certification of PMC, inter-alia certifying that the Society Building or Buildings are completed in all respect and all permissions and sanctions issued by statutory authorities including water and electric meter permission are in place and valid and that all the taxes are duly paid, and that possession of Society's Area and Members Shops, offices are handed over to the Society and its Members and that all the documents concerning the Redevelopment Project is duly handed over to the Society, then only the entire process of completion of construction of Redevelopment Project shall be considered as complete.

6) The Developer shall first handover the possession of the Society's Area and Members Shops, offices area to the Society and its Members and

thereafter shall handover the possession of the Sale Component to its prospective purchasers.

- 7) As per the signed agreement, Developer shall be required to prepare and submit handover documents [hard copies and soft copy] to the Society towards his successful completion of works and the client's commencement of use of the same. Such documents shall be scrutinized upon receipt and shall be subject to admissibility of the Society and its Members.
- 8) The Tender shall remain valid even after successful completion of the Redevelopment Project till the expiry of the Defects Liability Period and after that too, until No dues Certificate shall have been signed by Society with a copy to the Developer. The PMC shall give such a certificate within Forty-Five days of completion of Defects Liability Period (the last period to be considered if different periods to be considered if different parts of the construction work). The No Dues Certificate given by the Society shall be considered as approval of the Society for due performance of the entire Tender.
- 9) The Developer shall be responsible to make good and remedy at his own expenses within such period as may be stipulated by the PMC any defects, which may develop or be noticed before the expiry of the defect liability period from certified date of completion.
- 10) The Defect Liability Period shall be 60 calendar months or as applicable by law from the date of Full Occupation Certificate. The Bank Guarantee will be retained for the period of 60 calendar months or as applicable by law.
- 11) The Developer shall be responsible for rectification of defects noticed during the period of 60 months from the certified date of completion by the PMC. This period shall be known as Defects liability period as defined in this Tender. Any defects or failure during this period shall be rectified by the Developer within one week of intimation in writing. If the same is not carried out in the stipulated time, the Society shall have the right to get it repaired departmentally or through any other agency, entirely at the risk and cost of the Developer.
- 12) The Developer shall give all necessary personal superintendence during the execution of the construction works, and as long, thereafter, as the Society, Consultants and/or PMC may consider necessary until the expiry of the "Defects Liability Period" stated hereto.

**D. Termination:**

- 1) If the Developer commits breach of any terms of this Tender and the Redevelopment Agreement, then in such event the Society shall be entitled to issue Notice to the Developer to remedy the breach committed by him within 30 days of the receipt of the said Notice, failing which the Society shall terminate the Redevelopment Agreement on expiry of the period of 30 days of the receipt of such Notice and to forfeit the Bank Guarantee and to invoke the Bank Guarantee given by the Developer.
- 2) In the event of the Developer - committing any act of insolvency or is adjudged insolvent or he makes an arrangement or compromise for the benefit of the greater part in number or amount of the Creditors or shall have an Order made against him or pass an effective Resolution for winding up either voluntary or subject to the order or supervision of the Court or on an appointment of Official Assignee or Official Liquidator then in such event the Redevelopment Agreement shall automatically stand terminated and all the consequences of termination of the Redevelopment Agreement will follow, including Society's right to receive amount of Bank Guarantee from the Developer 's Banker as provided herein. On happening of the event, the Society shall not be responsible for performance of any third-party agreement which the Developer has entered with the third parties.
- 3) On termination of the Redevelopment Agreement as between the Society and the Developer for Redevelopment of the Society's Plot, the Society shall become entitled to invoke the Bank Guarantee given by the Developer and further the Society shall take possession of the all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and use the same as own its property or may employ the same by means of own its servants and workmen for carrying on and completing the works or by employing any other Developer or other person or persons to complete the works and the Developer shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Developer or other persons employed for completing and finishing or using the materials and plant for the construction work.
- 4) On Termination, the Developer shall have no right or claim over the FSI, TDR FSI and FUNGIBLE AREA ON FSI (or against the Society for the same.)
- 5) In the event of the Developer being Partnership, if any of its Partners being adjudged as an insolvent or the Developer being a Corporate Body, in such

event the Developer being ordered to be wound up or going into voluntary winding up then, in such case the Bank Guarantee given to the Society shall- de facto stand invoked a day prior to happening of such event without any act or deed on the part of the Society and the Developer's Bankers shall be liable to pay the amount of the Bank Guarantee to the Society without any reference to the Developer, his Official Assignee or Official Liquidator as the case may be. A provision to that effect will be made in the Bank Guarantee. Since the Bank Guarantee is to stand invoked a day prior to the happening of the event stipulated hereinabove, the Bankers shall not refer or shall not absolve themselves from their liabilities on the ground of appointment of the Official Assignee or Official Liquidator as the case may be.

- 6) In the event of termination, the Limited Power of Attorney will also stand terminated on the termination of the Redevelopment Agreement.
- 7) Society reserves the right to cancel / terminate any Tender and the Redevelopment Agreement entered into with the Developer, if it finds any suppression of information, misinformation, wrong information or misleading information etc., will full or otherwise. Under- the circumstances EMD, Bank Guarantee, Bank Guarantee etc., as the case may be, shall stand forfeited as per provisions of Tender / Re-Development Agreement.

#### **E. Taxes:**

All charges, levies, fees, duties, incidental expenses concerning the Redevelopment Project shall to be borne by the Developer, without claiming it from the Society. The Developer shall be liable to pay all taxes and outgoings of the society plot and building or buildings from the date of execution of Redevelopment Agreement and the certificates for the same shall be submitted to the Society along with documentary proof. The Developer shall indemnify the society for any lapses on the part of developer to pay any of the taxes for a period up to 60 months after the date of Occupancy certificate/ BCC as & when issued. The Developer shall bear the costs and all taxes for the Re-Development Agreement and register the PAAA Agreements of the Members and shall bear any/all taxes on Additional Carpet area offered by Developer free of cost to Existing Members. Taxes on any other incidental documents executed pursuant to the signing of the Re-Development Agreement shall also be borne by the Developer. Any Taxes including GST applicable on 1. property Valuation on difference from current carpet to additional carpet, 2. financial liability (including

any taxes plus GST), if arising due to the developer non-procuring the Occupancy certificate within 36 (thirty-six) months from the NMMC issuing Commencement Certificate and/or any other incident will be fully borne by the Developer.

**F. Admission of New Members:**

- 1) The project so awarded by the society to the Developer is a redevelopment project of the society and therefore the Developer shall insert specific clauses in the third-party agreements with such third-party purchasers that no new society of any such third-party purchasers will be formed by the Developers and all such third-party purchasers will be required to be admitted as member of the society, in respect of their sale offices, respectively.
- 2) The Developer shall inform the Society in writing for admission of all new members within 30 days from the date of registration of the Agreement with the prospective purchasers/new members. The Society reserves the right to reject the New Members without assigning any reasons.
- 3) The New Members shall be inducted by the Society only after:
  - a. the possession of all the member offices/shops, offices are handed over to existing members,
  - b. the Building Completion Certificate has been issued by the Statutory Body
  - c. all the legal formalities having been completed by the Developer.
  - d. Admission Fee, Share Money and such other amount has been contributed by all incoming members as a condition precedent to being admitted to membership.
  - e. Copies of all agreement between the Developer and new members has; been provided to the Society.

**G. Interpretation Clause:**

In the event of any inconsistency in interpretation of clauses of this Tender, then the interpretation which is more beneficial, and which is harmonious to the objective of the Society shall prevail.

**H. Waiver:**

Any extension of timelines, or any allowance by society to alter or amend the construction work of the Tender shall not be considered as Waiver of the terms and conditions of this Tender, in any manner whatsoever.

**I. Notices:**

- 1) Any notice to be given to the Developer under the terms of the Tender shall be served by sending the same by registered post or email to the Developer's principal place of business (or in the event of the Developer being a Company to/ or at its registered office).
- 2) Any notice to be given to the Society under the terms of the Tender shall be served by sending the same by registered post at the Society address.

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## 9. TECHNICAL SPECIFICATIONS OF CONSTRUCTION

### A. TECHNICAL SPECIFICATIONS (GENERAL)

#### 1. Water

Water shall be clean, potable, and free from harmful chemicals, salts, or organic matter.

The pH value shall not be less than 6 and preferably close to neutral.

If required by the Society's Architect/PMC, the Developer shall get the water tested from an NABL-approved laboratory at his own expense.

Reference: IS 456:2000 (Plain & Reinforced Concrete – Code of Practice).

#### 2. Cement

Cement shall be fresh, sourced from authorized manufacturers, and conform to the latest IS codes:

- IS 269:2015 – OPC 33 Grade
- IS 8112:2013 – OPC 43 Grade
- IS 12269:2013 – OPC 53 Grade
- IS 1489 (Part 1 & 2): 2015 – Portland Pozzolana Cement (PPC)
- IS 455:2015 – Portland Slag Cement (PSC)

Storage shall be in a dry, weatherproof area, stacked on raised platforms.

Cement with lumps or expired shelf life shall not be used.

#### 3. Sand (Fine Aggregates)

Shall conform to IS 383:2016 (latest) for fine aggregates.

Shall be clean, sharp, and free from clay, silt ( $\leq 3\%$  by weight), organic impurities, or salts.

Manufactured sand (M-sand) may be permitted if it meets IS 383:2016 standards.

#### 4. Coarse Aggregates (Metal)

Shall conform to IS 383:2016.

Shall consist of crushed stone (granite, basalt, trap rock, or other durable rock), free from dust, clay, or elongated pieces.

Sizes shall be as per requirement: 10 mm, 20 mm, 40 mm, graded as per IS standards.

Aggregates shall be washed if required.

#### 5. Stone (for Masonry Works)

Shall conform to IS 1597 (Part 1 & 2): 1992 – Construction of Stone Masonry.

Stone shall be hard, durable, free from cracks, veins, or weathered surfaces.

Laterite stone shall be compact and evenly textured.

#### 6. Reinforcement Steel

Only High Strength Deformed Bars (TMT) shall be used, conforming to:

IS 1786:2008 (Fe-500/Fe-550/Fe-600 grades).

Bars shall be clean, free from loose rust, oil, or coatings.

Test certificates from the manufacturer shall be provided.

Binding wire: Annealed wire conforming to IS 280:2006.

#### 7. Structural Steel

All structural steel shall conform to:

IS 2062:2011 – Structural Steel (Grade E250, E300, E350).

Bolts, nuts, and fasteners shall conform to IS 1367/IS 1363.

Welding electrodes shall conform to IS 814:2004.

## 8. Bricks

First-class burnt clay bricks shall conform to IS 1077:1992.

Water absorption shall not exceed 20% by weight after 24 hrs immersion.

Fly ash bricks conforming to IS 12894:2002 may also be used with prior approval.

## 9. Timber

Shall be well-seasoned, free from knots, cracks, insect damage, and conforming to IS 287:2017 (Timber for Building).

Only good quality teak or approved hardwood shall be used.

## 10. Plumbing & Sanitary Fittings

CI Pipes – IS 1536:2018 (up to 100 mm dia)

GI Pipes – IS 1239 (Part 1): 2004 (C-Class, heavy-duty)

PVC Pipes – IS 13592:2013 for soil and waste discharge, IS 4985:2000 for water supply.

All fittings, valves, and clamps shall conform to IS standards.

## 11. Admixtures

Shall conform to IS 9103:1999 (Reaffirmed 2004) – Chemical admixtures for concrete.

Admixtures shall not contain chlorides, sulphates, nitrates, or other harmful chemicals.

Use shall strictly follow manufacturer's specifications.

## 12. Storage of Materials

Shall follow IS 4082:1996 – Recommendations for stacking and storage of construction materials.

Cement, steel, and aggregates shall be stored in dry, well-ventilated areas.

## B. APPLICABLE CODES AND SPECIFICATIONS

The following specifications, standards, and codes form an integral part of this contract document. All standards, specifications, and codes of practice referred herein shall mean the latest editions/revisions including all official amendments as on the date of execution of works. In case of any discrepancy between the annexed specifications and those referred below, the Annexed Specifications shall prevail.

Category	IS Code / IRC	Description / Scope of Application
Excavation & Earthwork	IS 3764	Safety Code for Excavation Work
	IS 4081	Safety Code for Blasting and Related Drilling Operations
	IS 10379	Code of Practice for Field Determination of Moisture and Compaction of Soils
	IS 783	Code of Practice for Laying of Concrete Pipes
	IS 3385	Code of Practice for Measurement of Civil Engineering Works
	IS 2720 (Series)	Methods of Test for Soils (Water Content, Dry Density, etc.)
Concrete & Allied Works	IS 8112 / IS 12269	Ordinary Portland Cement – 43 & 53 Grade
	IS 8042	White Portland Cement
	IS 1489 (Part 1 & 2)	Portland Pozzolana Cement (PPC)
	IS 383	Specification for Coarse & Fine Aggregates
	IS 2386 (Parts 1–8)	Methods of Test for Aggregates
	IS 2430	Sampling of Aggregates
	IS 4925	Concrete Batching & Mixing Plant
	IS 10262	Guidelines for Concrete Mix Design
	IS 456	Code of Practice for Plain & Reinforced Concrete
	IS 1199	Sampling & Analysis of Concrete
	IS 516 (Part 1 & 2)	Tests for Strength of Concrete
	IS 3370	Code of Practice for Concrete Structures for Storage of Liquids

Category	IS Code / IRC	Description / Scope of Application
	IS 2571	In-situ Cement Concrete Flooring
	IS 2645	Integral Cement Waterproofing Compounds
	IS 4990	Plywood for Concrete Shuttering
	IS 1786	High Strength Deformed Steel Bars (Fe 500/550/600)
	IS 432 (Part 1 & 2)	Mild Steel & Medium Tensile Bars / Wires
	IS 1521	Tensile Testing of Steel Wires
	IS 1608	Tensile Testing of Steel Products
	IS 2502	Code for Bending & Fixing of Bars for Reinforcement
	IS 2751	Welding of Reinforcement Bars
	IS 8989	Safety Code for Erection of Concrete Framed Structures
	IS 3696 (Part 1 & 2)	Safety Code for Scaffolds & Ladders
	IS 3558	Immersion Vibrators for Consolidating Concrete
	IS 3025 (Series)	Tests for Water Used in Construction
	IS 2722	Portable Swing Weigh Batchers for Concrete
	IS 2506	Screen Board Concrete Vibrators
	IS 1791	Batch Type Concrete Mixers
	IS 4634	Testing of Batch-Type Mixers
	IS 4326	Earthquake Resistant Design of Masonry Structures
<b>Masonry Work</b>	IS 1077	Common Burnt Clay Building Bricks
	IS 3495 (Parts 1–4)	Tests for Bricks
	IS 5454	Sampling of Clay Bricks
	IS 2212	Code of Practice for Brickwork
	IS 1597 (Part 1 & 2)	Code of Practice for Stone Masonry
	IS 2572	Hollow Concrete Block Masonry
	IS 2250	Masonry Mortars
	IS 1905	Structural Safety of Masonry Buildings
	IS 2116	Sand for Masonry Mortars
<b>Plastering &amp; Pointing</b>	IS 2394	Lime Plaster Finishes
	IS 1542	Sand for Plaster
	IS 1661	Code of Practice for Cement/ Lime Plaster Finishes

Category	IS Code / IRC	Description / Scope of Application
<b>Paving, Flooring &amp; Dado</b>	IS 6509	Joints in Concrete Pavements
	IS 1237	Cement Concrete Flooring Tiles
	IS 1443	Laying of Cement Concrete Flooring Tiles
	IS 777	Vitrified Tiles
	IS 2114	Terrazzo Flooring – In-situ Finish
	IS 2571	In-situ Concrete Flooring
<b>Doors, Windows &amp; Ventilators</b>	IS 4021	Timber Frames for Doors & Windows
	IS 1003 (Part 1 & 2)	Timber Paneled and Glazed Shutters
	IS 2191	Wooden Flush Door Shutters (Cellular / Hollow Core)
	IS 2202	Wooden Flush Door Shutters (Solid Core Type)
	IS 2338	Finishing of Wood and Wood-Based Materials
	IS 1948 / 1949	Aluminium Doors & Windows (UPVC standards also applicable)
	IS 3548	Glazing in Buildings
	IS 4020	Testing of Wooden Flush Doors
	IS 5807	Finishes for Wooden Furniture
<b>Painting</b>	IS 2395 (Part 1 & 2)	Painting of Concrete, Masonry & Plaster Surfaces
	IS 2932	Synthetic Enamel Paint – Interior/Exterior
	IS 2933	Synthetic Enamel Paint – Exterior, Type II
<b>Miscellaneous</b>	IS 6313 (Part 1–3)	Anti-Termite Measures in Buildings
<b>Road Works</b>	IRC 37	Guidelines for Design of Flexible Pavements
	IS 73	Paving Bitumen
	IS 215	Road Tar
	IS 217	Cutback Bitumen
	IS 383	Aggregates for Road Construction
	IS 458	Pre-cast Concrete Pipes
	IS 460	Test Sieves
	IS 2386	Methods of Test for Aggregates
	IRC 19	Water Bound Macadam Roads
<b>Sanitary, Water Supply &amp; Drainage</b>	IS 2556	Vitreous Sanitary Appliances
	IS 5329	Sanitary Pipework Above Ground
	IS 3486	CI Spigot & Socket Pipes

Category	IS Code / IRC	Description / Scope of Application
	IS 782	Caulking Lead
	IS 651	Salt Glazed Stoneware Pipes
	IS 5961	CI Gratings for Drainage
	IS 1230	CI Rainwater Pipes & Fittings
	IS 554	Pipe Threads (Pressure Tight Joints)
	IS 781	Cast Copper Alloy Taps & Valves
	IS 774	Flushing Cisterns
	IS 2470	Installation of Septic Tanks
	IS 2065	Water Supply in Buildings
	IS 1172	Basic Requirements for Water Supply & Drainage
	IS 771	Glazed Earthenware Sanitary Appliances
	IS 1742	Building Drainage
	IS 5219	'P' and 'S' Traps
General	IS 1200 (Series)	Methods of Measurement for Civil Engineering Works
	IS 4326	Earthquake Resistant Masonry Construction
	IS 1893 (Part 1)	Criteria for Earthquake Resistant Design of Structures

## C. TECHNICAL SPECIFICATION (DEMOLITION AND DISMANTLING)

### 1. General Safety Provisions

The Developer shall provide shoring, barriers, warning signals, safety signage, and other protective measures during demolition and external works to prevent accidents.

Adequate lighting, fencing, security, and watching arrangements shall be maintained at all times at the Developer's cost for protection of works, safety of members, and public convenience.

A first-aid box with sterilized dressings, medicines, and cotton wool shall be kept readily accessible. In case of injuries, the affected worker shall be immediately taken to a hospital. Contact details of the nearest hospital and police station shall be permanently displayed at the site office.

All workmen, supervisors, and engineers shall be provided with safety equipment including helmets, safety belts, gloves, protective footwear, and eye shields (for welding).

## 2. Scaffolding and Access

Scaffolding shall be made of steel pipe H-frames with cross bracing and firmly secured with clamps. Bamboo scaffolding shall be permitted only if specifically approved by the Society's Architect/PMC.

Scaffolding shall be erected in two rows, adequately braced and connected to the permanent structure. Holes in external brickwork for support shall not be allowed.

Intermediate platforms shall be provided on scaffolds to minimize the falling height of debris.

Safe access to platforms shall be arranged from building interiors at the relevant levels with prior approval.

## 3. Demolition / Dismantling Works

Demolition shall be carried out systematically and carefully to prevent damage to:

- a) Serviceable materials to be salvaged,
- b) Portions of the structure to be retained, and
- c) Adjacent properties and structures.

Any damage caused due to negligence shall be repaired at the Developer's cost without extra claims.

Gas cutting may be used only with written permission of the Society's Architect/PMC, and all such work shall be completed before new construction commences.

Use of equipment or methods likely to damage retained structures or nearby properties shall be prohibited.

If sewers or drains are disturbed, the Developer shall immediately provide temporary arrangements for flow and reinstate the services without additional cost.

## 4. Disposal of Materials

Materials obtained from dismantling shall be immediately removed from site.

Until removal, salvageable materials shall be stacked neatly in safe designated areas to prevent deterioration.

Excavated earth, if suitable, shall be reused for backfilling unless otherwise specified.

Unserviceable materials shall be disposed of in compliance with local regulations.

#### 5. Final Clearance

After completion, all debris, rubbish, and dismantling waste shall be cleared from the site, leaving the ground clean and safe.

Any damage caused during demolition shall be made good to the satisfaction of the Society/PMC.

#### 6. Responsibilities of the Developer

The Developer shall be fully responsible for:

- a) Protecting and keeping intact the portions not marked for demolition.
- b) Safe custody and stacking of salvaged materials until formally handed over to the Society.
- c) Disposal of unserviceable material and management of all consequences thereof.
- d) Preventing damage to adjacent properties and avoiding injury to workers or the public due to demolition activities.

### **D. TECHNICAL SPECIFICATION (EXCAVATION AND RE- FILLING)**

#### General

##### 1. General

Excavation shall generally refer to open excavation, wet or dry, for foundations and substructures as per drawings and directions of the Society's Architect/PMC.

## 2. Site Preparation

- a) Clearing Site: The site shall be cleared of all obstructions, loose stones, debris, old foundations, rubbish, stumps, brushwood, and trees. Roots shall be entirely grubbed up and removed.
- b) Setting Out: After clearing, the grid/centre lines will be given by the Society's Architect/PMC.

The Developer shall establish and maintain reference marks, benchmarks, and other survey points at his own cost.

## 3. Excavation

Excavation shall be carried out to the required lines, levels, grades, and curves shown on drawings or as directed.

Necessary shoring, cutting of slopes, or bracing shall be provided by the Developer to prevent collapse.

The bottom of foundations shall be levelled or stepped as instructed, watered, and rammed before concreting.

Any soft patches discovered shall be removed and treated as advised by the Society's Architect/PMC.

Inspection: No footing shall be laid until the Society's Architect/PMC approves the depth, level, and dimensions of the excavation.

## 4. Shoring & Protection

The Developer shall provide, maintain, and remove shoring/bracing at his own cost.

All excavated areas shall be fenced, lighted, and secured with watchmen/red lights to prevent accidents.

Care shall be taken to avoid damage to adjoining structures.

## 5. Disposal & Backfilling of Excavated Material

Excavated material shall not be deposited within 1.5 m of the trench edge (or as specified).

Useful material shall be neatly stacked for reuse in backfilling; unsuitable material shall be disposed of as directed.

Backfilling shall be done in 15–20 cm thick layers, moistened and compacted to achieve optimum density.

**6. Dewatering**

Excavation rates shall include bailing/pumping out water due to seepage, springs, or rain.

The Developer shall divert surface water with bunds or drains and adopt safe methods of dewatering.

No concreting shall be done in waterlogged conditions.

**7. Slips & Blows**

Any slips, collapses, or falls of excavation sides shall be cleared and rectified by the Developer at his own cost.

**8. Blasting (if required)**

Blasting shall only be permitted with written approval of the Society's Architect/PMC.

All statutory laws relating to transport, storage, and use of explosives shall be followed.

Blasting operations shall be conducted by competent licensed personnel during fixed hours (preferably midday/lunch break).

Red danger flags shall be displayed, and access prohibited.

The Developer shall be fully responsible for accidents, damage, or compensation arising from blasting.

**9. Classification of Excavation**

Classification (ordinary soil, hard soil, soft rock, hard rock, etc.) shall be determined by the Society's Architect/PMC.

Mere use of explosives shall not automatically qualify as higher classification.

**10. Refilling Materials****a) Murum / Selected Earth Filling**

Shall be freshly quarried, hard, and of approved quality.

Filling shall be done in 150 mm thick layers, consolidated at optimum moisture content with heavy rammers/rollers.

Flooding with water for compaction is prohibited.

**b) Sand Filling**

Sand shall be clean, coarse, and free from >10% clay/silt.

Filling shall be done in layers and hydraulically compacted to achieve maximum dry density.

Final thickness shall match drawings and be approved by Society's Architect/PMC.

c) Rubble Packing

Rubble shall be hard, sound, and durable, with minimum dimension of 15 cm.

Interstices shall be filled with stone chips and surface finished with sand.

Consolidation shall be ensured before flooring is laid.

d) Bitumen Sand Pad

A minimum 75 mm thick layer of sand-bitumen mix (cutback bitumen 30/40 grade) shall be laid, lightly rolled, and graded as specified.

## 11. Additional Specifications

a) Stone Pitching

Stone shall be hard, durable, and weather-resistant.

Stones shall be laid with broad faces downwards on 150 mm thick murum/gravel bedding, packed closely and finished to required slope.

b) Dewatering (Detailed)

Adequate pumping arrangements shall be made to keep trenches dry during excavation and concreting.

Water shall be disposed of into municipal drains, sewers, or natural channels, after obtaining statutory permissions.

Pumping shall not disturb freshly laid concrete/masonry.

The Developer is responsible for safety, damage prevention, and compliance with NMMC/local authority rules.

## E. TECHICAL SPECIFICATION: PILING

### 1. Reinforcement Steel

Reinforcement for piles shall conform to the following:

- Mild and medium tensile steel bars as per IS 432 (Part 1).
- High strength deformed bars (TMT) as per IS 1786.
- Structural steel as per IS 2062.

Bars shall be clean, free from rust, oil, and other deleterious matter. Reinforcement cages shall be fabricated as per approved drawings and lowered carefully into boreholes to maintain cover and alignment.

## 2. Concrete

The consistency and slump shall be consistent with the method of pile installation. For tremie concreting or cast in-situ piles, slump shall be 150–180 mm.

Minimum concrete grade: M25 (IS 456).

Minimum cement content: 400 kg/m<sup>3</sup>, which may be reduced with proper mix design/admixtures but never below 350 kg/m<sup>3</sup>.

Mix design shall conform to IS 456 and IS 10262.

For subaqueous concreting, IS 456 provisions shall apply.

Concrete shall be poured above the cut-off level (minimum 600 mm) to ensure removal of laitance and weak concrete before capping.

Protruding reinforcement length shall be left above cut-off level for proper anchorage in pile caps.

For cut-off levels deeper than 2.5 m, additional coverage shall be provided at 50 mm for every 0.3 m of depth, or as directed by the Engineer.

## 3. Workmanship & Execution

### a) Alignment Control

Piles shall be installed vertically or to specified rake.

Permissible deviations:

Vertical piles:  $\pm 1.5\%$  angular deviation.

Raker piles:  $\pm 4\%$ .

Positional deviation:  $\leq 75$  mm or  $D/6$  (whichever is less).

Single pile under a column:  $\leq 50$  mm or  $D/6$  ( $\leq 100$  mm for  $>600$  mm dia).

Where deviations exceed tolerance and cannot be adjusted in cap design, piles shall be replaced or supplemented.

b) Sequence of Piling

Piles shall normally be installed from centre to periphery of a group, or sequentially as per approved drawings.

c) Group of Friction Piles

Driving piles in loose sand compacts surrounding soil, increasing skin friction.

In very soft soils, driving may proceed from outside to inside to prevent soil extrusion.

In dense/stiff layers, precautions shall be taken to prevent pile refusal or damage.

d) Concreting & Casing Withdrawal

Casing tubes shall be checked for ingress of water; concrete shall be placed in reasonably dry conditions.

At least 600 mm extra concrete shall be poured above cut-off.

Adequate concrete shall be placed before casing withdrawal to counter hydrostatic uplift.

For deep cut-off levels, lean concrete shall be used to fill empty bore above cut-off.

e) Defective Piles

Defective piles shall be abandoned in-situ, and supplementary piles shall be installed at the Developer's cost.

Variation in depth between piles shall be verified by boring to determine strata conditions.

Chipping of pile tops shall be done after 7 days with pneumatic tools, or after 3 days with manual tools, only after forming a groove at cut-off level.

#### 4. Recording of Data

During pile installation, the Developer shall maintain detailed records including:

- a) Sequence of pile installation in group.
- b) Type and size of driving hammer, stroke, and method used.
- c) Pile dimensions, reinforcement details, and pile identification mark.
- d) Working level and cut-off level.
- e) Depth driven and strata encountered.
- f) Time taken for boring, concreting, and casing withdrawal.
- g) Observations during driving, concreting, and after withdrawal.

All records shall be submitted to the PMC/Engineer for approval.

## 5. Testing of Piles

- a) Integrity Test

Low Strain Integrity Test (PIT) as per ASTM D5882-96 shall be conducted on all cast-in-situ RCC piles, with analysis and reporting.

- b) Load Testing (as per IS 2911 Part IV)

Routine Load Test up to 50 T capacity.

Routine Load Test 50–100 T capacity.

Initial Load Test 100–250 T capacity.

For capacity beyond 250 T, extra tests shall be conducted for every additional 50 T.

Testing shall include preparation of pile heads, installation of loading platform, instrumentation, and dismantling after test.

## F. TECHNICAL SPECIFICATION (ANTI TERMITE)

### 1. Chemicals

Chemicals used shall be any one or combination of approved emulsifiable concentrates as per IS 6313 (Part II).

Concentrations and dilutions shall be strictly as per manufacturer's specifications.

## 2. Masonry Foundation & Basements

Bottom and sides of excavations for masonry foundations and basements shall be treated with chemical emulsion at 5 litres/Sq. Mt of surface area (up to 300 mm height).

## 3. Treatment of Backfill

After foundations are constructed, backfill in immediate contact with walls shall be treated at 7.5 litres/Sq.Mt of vertical surface per side.

Treatment shall be done in stages, layer by layer, directing the emulsion towards concrete/masonry surface.

## 4. RCC Foundations & Basements

Treatment shall start 500 mm below ground level (after filling/cutting if soil level changes).

Backfill around RCC columns, beams, and basement walls shall be treated at 7.5 litres/Sq. Mt of vertical surface.

Where cut-off level is <2.5 m below ground, concrete shall be cast minimum 600 mm above cut-off.

## 5. Plinth Filling (Top Surface)

Consolidated earth within walls shall be treated at 5 litres/sq.m before sand bed/sub-grade is laid.

If emulsion does not seep, 50–75 mm deep holes at 150 mm centres shall be made for penetration.

## 6. Junction of Wall & Floor

A 30 × 30 mm channel shall be cut at wall/floor junction before sub-grade.

Holes 150 mm apart shall be made to ground level, filled with emulsion at 7.5 litres/Sq. Mt to ensure vertical continuity of barrier.

## 7. Soil Along External Perimeter

After completion, earth along building perimeter shall be treated at 7.5 litres/Sq. Mt to a depth of 300 mm at 150 mm intervals.

For fillings >300 mm, treatment shall extend to full depth.

## 8. Soil Under Apron

Consolidated soil under aprons shall be treated at 5 litres/sq.m before laying.

If absorption is poor, 50–75 mm deep holes at 150 mm centres shall be made.

## 9. Retaining Walls (Above Floor Level)

Retained soil near basement/outer walls shall be treated at 7.5 litres/sq.m of vertical surface to continue the chemical barrier.

## 10. Expansion Joints

Treatment shall follow recommendations of RCC Consultant, approved by PMC.

## 11. Soil Around Pipes & Conduits

Soil around entry points of pipes/conduits shall be loosened (150 mm wide × 75 mm deep) and treated before filling.

## 12. Spraying Equipment

Spraying shall be done using pressure pumps to ensure uniform penetration.

## 13. Safety Precautions

Chemicals shall be stored in sealed, labelled containers away from children and pets.

Workers shall wear protective clothing and wash after handling.

Chemicals shall not contaminate wells or drinking water sources.

Fire precautions shall be observed due to petroleum solvents in concentrates.

## **G. TECHNICAL SPECIFICATIONS (REINFORCEMENT)**

### **1. Supply of Reinforcement**

Reinforcement shall conform to:

High strength deformed bars (TMT): IS 1786

Mild steel bars: IS 432

Welded wire fabric: IS 1566

Substitutions shall not be permitted without written approval of the Society's Architect/PMC.

### **2. Storage**

Bars shall be stacked on timber sleepers, not in direct contact with ground.

Long-term stored bars shall be cement-washed or kept under cover.

Fabricated cages shall be stored safely to prevent corrosion, bending, or distortion.

### **3. Quality Control**

All reinforcement shall be Grade 1 unless otherwise approved.

Manufacturer's test certificates shall be furnished.

Random sampling and tests may be conducted as per IS 1521 & IS 1608 at Developer's cost.

Bars shall be clean, free from oil, grease, loose rust, paint, or dirt.

Bars shall be epoxy-coated (anti-rust) if specified.

#### 4. Fixing & Placement

Reinforcement shall be fixed accurately in position using blocks, spacers, and chairs as per IS 2502.

Bars crossing at junctions shall be tied with 16-gauge annealed wire (IS 10632 Part 2).

Vertical spacing between bar layers shall be maintained with approved spacers.

#### 5. Laps & Splices

Laps shall conform to approved drawings.

Not more than 25% of bars shall be lapped in one section.

Splices shall be staggered, and all locations approved by PMC.

#### 6. Bending

Bending shall be as per IS 2502.

Bars shall be bent cold (bars >25 mm dia may be bent hot with prior approval).

Incorrectly bent bars may only be used if re-bending is approved by PMC.

Bars showing cracks or splits shall be rejected.

#### 7. Nominal Cover (as per IS 456: 2000)

Columns:  $\geq 40$  mm or bar diameter (whichever greater).

Footings / plinth beams:  $\geq 50$  mm.

Mild exposure reinforcement  $\leq 12$  mm: cover may be reduced by 5 mm.

For severe/very severe exposure (grade  $> M35$ ), cover may be reduced by 5 mm.

Tolerance: +10 mm / -0 mm.

#### 8. Cover Blocks

Nominal cover shall be maintained using mortar cubes or approved cover blocks.

## 9. Inspection

Reinforcement shall be checked and approved by Society's Architect/PMC prior to concreting.

## 10. Welding of Bars

Welding shall be as per IS 2751.

Welded joints shall have full bar strength and shall be tested.

Cold-worked bars require special precautions.

## **H. TECHNICAL SPECIFICATION (PLAIN AND REINFORCED CONCRETE)**

### 1. General Scope

This specification covers plain and reinforced cement concrete for general construction use. It includes requirements for materials, storage, handling, grading, mix design, strength, placement, curing, finishing, and other incidental works.

All provisions of IS: 456-2000 shall be followed unless otherwise permitted in writing by the Society's Architect/PMC.

For liquid retaining structures, the relevant clauses of IS: 3370 shall be complied with.

### 2. Materials

#### a) Water

Water fit for drinking shall be deemed suitable for concreting.

It shall be clean, fresh, and free from organic/inorganic matter that may impair strength or durability.

Sea water or water from excavation shall not be used.

Maximum permissible values of impurities in water shall be as per IS 3025.

pH shall be between 6.0 and 10.0.

**b) Cement**

Ordinary Portland Cement (OPC) conforming to IS: 8112-1989 (M43 grade) shall be used unless otherwise specified.

Strength: Minimum 7-day strength of 220 kg/cm<sup>2</sup>, 28-day strength of 430 kg/cm<sup>2</sup>.

Fly ash conforming to IS: 3812 (Part I) may be used as partial replacement if properly blended.

Cement shall be delivered in sealed bags or bulk tankers.

Handling losses during transport/storage shall be considered in the contractor's rates.

**c) Storage of Cement**

Cement shall be stored in moisture-proof sheds or silos, stacked at least 150 mm above ground.

Stacks shall follow FIFO principle ("First In, First Out").

Each stock shall be covered with tarpaulins or polythene sheets.

Bags stored over 3 months shall be retested before use.

**d) Testing of Cement**

Cement shall be tested for fineness, setting time, and compressive strength as per IS: 4031.

Samples shall be taken immediately upon receipt.

The Society's Architect/PMC may order additional testing if quality is doubtful.

**e) Fine Aggregates (Sand)**

Sand shall conform to IS: 383, be chemically inert, clean, sharp, durable, and free from silt, clay, organic matter, or deleterious substances.

Beach sand shall not be used.

Machine-made sand is acceptable if approved by the Society's Architect/PMC.

Silt content shall not exceed 5%.

Fineness modulus shall be between 2.2 and 3.2.

Sand shall be washed and screened before use.

f ) Coarse Aggregates

Coarse aggregates shall conform to IS: 383 and be free from flaky, elongated, or laminated particles.

Specific gravity shall not be less than 2.6.

Nominal maximum size shall not exceed 1/4th of the minimum member thickness or the clear spacing between reinforcement minus 5 mm.

For heavily reinforced members, aggregate size shall be restricted as per IS provisions.

Storage shall be on clean, level platforms to prevent contamination.

### 3. Grades of Concrete

Concrete shall be classified as Ordinary, Standard, or High Strength, as per IS: 456.

Group	Grade Designation	f <sub>c</sub> k (N/mm <sup>2</sup> at 28 days)
Ordinary	M10, M15, M20	10, 15, 20
Standard	M25 to M65	25, 30, 35, 40, 45, 50, 55, 60, 65
High Strength	M70 to M80	70, 75, 80

### 4. Mix Proportioning

a) Nominal Mix (M20 and below)

Nominal mixes may be used for M20 or lower, with water–cement ratios as follows:

Grade	Mix (Cement: Sand: Coarse Agg.)	W/C Ratio
M5	1:5:10	1.20
M7.5	1:4:8	0.90

Grade	Mix (Cement: Sand: Coarse Agg.)	W/C Ratio
M10	1:3:6	0.70
M15	1:2:4	0.65
M20	1:1.5:3	0.60

b) Design Mix (M25 and above)

Design mix shall conform to IS: 10262, SP 23, and IS: 456.

Trial mixes shall be conducted and approved by the Society's Architect/PMC.

Target mean strength = Characteristic strength +  $1.65 \times$  Standard Deviation.

Moisture content of aggregates shall be measured and accounted for.

Extra cement required to maintain W/C ratio shall be borne by the Developer.

## 5. Testing and Quality Control

Random sampling of concrete shall be done at mixer discharge.

Minimum frequency of cube testing:

Concrete Volume (m <sup>3</sup> )	No. of Samples
1–5	1
6–15	2
16–30	3
31–50	4
>50	4 + 1 per 50

Each sample shall have 3 cubes, tested at 7 and 28 days as per IS: 516.

Acceptance criteria:

- Mean of 4 consecutive samples  $\geq f_{ck} + 0.825 \times s$  (or  $f_{ck} + 3/4$ ).
- No individual sample  $< f_{ck} - 3/4 N/mm^2$  (as per IS: 456).

## 6. Durability Requirements

Plain Concrete (IS: 456 Table 5)

Exposure	Min. Cement (kg/m <sup>3</sup> )	Max. W/C Ratio	Min. Grade
Mild	220	0.60	M15
Moderate	240	0.60	M20
Severe	250	0.50	M20
Very Severe	260	0.45	M25
Extreme	280	0.40	M25

Reinforced Concrete (IS: 456 Table 5)

Exposure	Min. Cement (kg/m <sup>3</sup> )	Max. W/C Ratio	Min. Grade	Min. Cover (mm)
Mild	300	0.55	M20	20
Moderate	300	0.50	M25	30
Severe	320	0.45	M30	45
Very Severe	340	0.45	M35	45
Extreme	360	0.40	M40	70

## 7. Quality Assurance at Site

The Developer shall implement a Quality Assurance Plan (QAP) covering:

- Defined responsibilities of all personnel.
- Control and checking procedures.

## c) Documentation:

- Test reports & manufacturer's certificates.
- Mix design records.
- Site inspection & field test records.
- Non-conformance reports.
- Statistical quality control reports.



## 10. APPROVED MATERIALS AND BRANDS

Unless otherwise specified, any of the approved makes or brands listed below may be used. Materials bearing an ISI certification mark shall be permitted subject to approval.

The Developer shall note:

- It shall not be his prerogative to insist on any particular make/brand. Final selection shall be made with the approval of the Society's Architect/PMC/Committee.

- The list is indicative and not exhaustive. Equivalent brands may be accepted at the discretion of the Society's Architect/PMC/Committee, after due verification.
- The Bidder may propose additional brands, subject to approval and validation of credentials.
- All amenities and materials used must qualify for Green Building Certification requirements.

### A. Civil Works

Material	Approved Brands/Makes
Cement	OPC: Ultratech, Birla, ACC, Gujarat Ambuja PPC: Ultratech, Ambuja, Birla SPC: Indorama
White Cement	Birla, J.K.
Tor Steel/Reinforcement	TISCO, SAIL, Indian Steel Authority, Vishakhapatnam Steel Plant, Tor Mark, Western Rolling Mills Ltd, Sanghvi Steels Ltd, Punjab Steel Rolling Mills (Baroda) Ltd, Sharda Ispat Ltd, Kesari Steel, ISI-mark National Metal Industries
Screws	GKW, Nettlefold (oxidised)
Ceramic/Vitrified Tiles	RAK, Kajaria, NITCO, Johnson, Spartek, Bell, Euro, Pedder
Tile Adhesives	Pidilite, Bal Adhesive
Steel Door Frames	AGEW, Ferrosteel, Sentiaroic, Weldoors
Door Shutters	Kully, Anchor, Anand (Sejpal), Goyal, Kaplesh, Abaq, Basic Arch, Shakti Met-door
Hardware	Shalimar, CIEF, Vijayan, Nav Bharat Brass Works, Sobeet
Aluminium/UPVC Windows	Alumile, Alupex, Almech, Indrajit Associates

Material	Approved Brands/Makes
Stainless Steel Sink	Nirali, Diamond, Tuff
Locks	Godrej, Yale, Vijayan, Sobeel
Paints (Internal/External)	Asian, Nerolac, ICI, Berger, NITCO
Cement Paint	Supercem, Snowcem, NITCO, Cem, Hindustan Colours & Chemicals
Acrylic Paint	Snowcem, Asian, NITCO
Waterproofing	India Waterproofing Co., Likproof India Pvt. Ltd., Overseas Waterproofing Co., Nina Industries
Waterproofing Compounds/Admixtures	MC Bauchemie, Krishna Conchem, Pidilite, CICO, Sunanda Chemicals

## B. Electrical Works

Material	Approved Brands/Makes
Wires	Finolex, Polycab, V-Plast, R.P. Cable, Sundeep
SFU/FSU with HRC Fuses	L&T, Siemens, GE
Energy Meter	L&T, AE, Nippon
MCB/MCB DB	Siemens, L&T, Havells, MDS, Indo-Kopp
MCCB	L&T, GE, MDS, Schneider
MCB + ELCB/ELCN	L&T, Siemens, Havells, MDS
Bushar Chamber	CPL, KEW
Switches & Sockets (Modular)	Anchor (Roma), Clipsal, Cabtree
Iron-Clad Cut Outs	Bosma or MSEB-approved equivalent

Material	Approved Brands/Makes
11 KV Ring Main Units	Andrew Yule, LG Southern Switches
11 KV XLPE Cable	Asian, CCL, Gloster, Polycab, RPG
Transformers (11 KV/433 V)	Pactil, Emco, Bharat Bijlee, Voltamp
ACBs & Distribution Panels	Siemens, L&T, MG, GE (fabricated as per MSEB approvals)
LT/HT Cables (1.1 KV & above)	Polycab, Asian, Finolex, Gloster, CCI, RPG
Cable Glands	Brass heavy-duty weatherproof with gaskets
Cable Lugs	Dowells (Crimping type)
Termination Kits (11 KV)	Raychem, Xicon, or equivalent
Lighting Fixtures	Philips, Bajaj, Wipro
Fans & Exhausts	Crompton, Bajaj, Rallis
Switchgear Accessories	CPL, Wizard Series MK, Anchor (Roma), Cabtree
Generators	Kirloskar
Video Door Phone / Camera	Siemens, Honeywell
Water Purifier	Aqua Guard

### C. Plumbing Works

Material	Approved Brands/Makes
Sanitary Ware	Hindustan, Parryware, Neycer
CP Fittings	Jaguar, Marc, Gem

Material	Approved Brands/Makes
GI/MS Pipes	TATA
GI Fittings	Kirti, Unik (ISI)
Valves (Sluice/Gate/Butterfly)	Kirloskar, Leader, Zoloto, Audco, C&R
Stoneware Pipes	Gorco, Rajura Ceramics, Khanpur Ceramics
CI Pipes & Fittings	Indian Iron & Steel Co., Kesoram, Electro Steel
RCC Hume Pipes	KK Industries, Pranali
CI Soil Variety Pipes	Bengal Iron Co., Nagpur Engg. Co., Hindustan Engg. Projects
Flush Valves	Nelson, Jaguar
PVC Pipes & Fittings	Supreme, Prince
Tanks	Sintex, Simplex
Pumps	Kirloskar, Crompton, Jyoti, Grundfos, KSB
Sprinklers	SAS, HD
Sewage Handling Pumps	HBD, Kirloskar, KSB

#### D. Fire & Security Systems

Material	Approved Brands/Makes
GI Pipes	TATA, Zenith
Butterfly Valves	Audco, Keystone
Fire Hydrant Valves & Accessories	Monsher, Newage, Minimax
First Aid Hose Reel Drums	Monsher, Newage

Material	Approved Brands/Makes
Pumps & Motors	Kirloskar, Mather & Platt
Diesel Engine	KOEL, Cummins
Batteries	Exide, Standard
Cables (FRLS)	CCI, Finolex
Fire Alarm Systems (Panels/Hooters/Detectors)	Monsher, Mather & Platt, Edwards, System Sensor, Notifier
Sprinklers	Grinnel, Viking

#### E. Elevators

- High-Speed Passenger Elevators with a minimum 6-person capacity, as per statutory regulations.
- Approved Makes: Mitsubishi, Schindler, OTIS.
- Cabin Finish: Brushed Stainless Steel.

## 11. REQUIREMENTS OF AMENITIES & FACILITIES

The Developer shall be required to provide the amenities as mentioned below. The list of amenities is indicative of the minimum expected provisions and is not exhaustive. The Developer may add modern facilities and latest features, subject to approval.

All work shall be executed as per the best modern practices, in conformity with relevant Indian Standards (IS), the National Building Code (NBC), and UDCPR rules.

A sample shops, offices shall be shown to the Society and approved prior to execution.

All finishing materials and fixtures shall be approved by the Society's Architect/PMC and Redevelopment Committee.

Wherever applicable, specifications shall also conform to Green Building norms.

#### A. Common Facilities

Attractive elevation as approved by the Society.

Grand air-conditioned entrance lobby with marble/granite/vitrified/marbonite flooring, equipped with letter boxes and name plates.

Security cabin with intercom connectivity.

Society office with toilet block as per UDCPR norms.

Staircases with minimum 1.2 m width, granite/marble treads & risers, SS handrail, and emulsion-painted walls/ceilings.

Common meters: One water meter and individual electric meters for each shops, offices.

Landing and mid-landing finishes with decorative granite/marbonite/natural stone.

Water supply infrastructure: Underground & overhead tanks, additional borewell, submersible pump with control panel.

Society identity features: Uniform name plates, main society name board, sturdy main gate with security cabin.

Compound paving with PCC, chequered/vitrified tiles, or interlocking pavers.

Recreational facilities: Well-equipped gymnasium (area as per NMMC/CIDCO).

Safety & security: 24x7 three-tier security with CCTV, video door phone, and intercom system.

Vertical mobility: High-speed elevators (OTIS/Johnson or equivalent) with inverter/battery backup.

Building envelope features: Fireproof outer doors, safety grills, granite-framed windows, anodized sliding French windows.

Waterproofing for all offices and terrace.

**Plumbing & bathrooms:** Concealed plumbing, provision for geysers, anti-skid scratch-resistant flooring, designer sanitaryware, and exhaust fans.

**Energy & utilities:** LED fittings for common areas, piped gas connection, AC water drain system with provision for compressor units.

**Waste management:** Garbage disposal system and sewage treatment plant as per environmental clearance.

**Terrace finishes:** China mosaic chips, high parapet wall, corner lights, and water points.

**Other provisions:** Loft for storage, wardrobe space in bedrooms, termite treatment at foundation & plinth.

#### B. Garden & Landscaping

Professionally landscaped garden areas with tree plantations along the boundary.

#### C. Site Development

Compound wall of minimum 1.5 m height with decorative garden lighting.

Storm water drains and driveways designed as per norms.

Centralized and well-planned garbage system.

#### D. Amenities within Offices

##### 1. General

Vitrified flooring (600x600 mm or larger) across the shops, offices.

Minimum floor-to-floor height of 2.9 m.

## 2. Bathrooms

Full-height premium wall tiles.

Branded sanitary ware and CP fittings (ESS/Jaguar or equivalent).

Western-style WC, designer wash basins, geysers.

Loft for overhead water tank.

## 3. Doors & Windows

Main doors: Marine flush doors laminated on both sides, CP frame with cover mouldings, fitted with night latch, safety chain, tower bolts, and attractive handle.

Internal doors: Cylindrical mortise locks.

Windows: Heavy anodized aluminium sliding windows with tinted glass (5 mm), imported fittings, mosquito nets & grills.

Large windows for natural ventilation and daylight.

## 4. Finishes

Gypsum finished walls with premium plastic emulsion.

External plaster: Two coats of sand/ready-mix plaster.

External finish: Pure acrylic weather-proof paint.

Full termite-proofing treatment.

## 5. Electrical Fixtures

Concealed branded copper wiring (Polycab or equivalent).

MCB/ELCB protection for each shops, offices.

Provision for telephone, TV, internet, and Wi-Fi.

Electrical points for spotlights, tube lights, fans, geysers, exhaust fans, mixer, aqua guard, TV, and washing machine.

## 6. Plumbing

All pipes and fittings as per IS norms.

CP fittings of premium brands with matching sanitary ware.

Points for shower, taps, washing machine, and kitchen aquaguard.

#### E. Additional Facilities in Offices

Hooks provided on every chhaja.

PVC rust-proof pipes and adequately sized Nani traps.

Special attention to drainage layout for free water flow.

Notes:

All finishing materials, fixtures, and brands shall be approved by the Society or by the Architect/PMC.

Materials must conform to Green Building requirements wherever applicable.

The list of amenities shall be finalized in consultation with the Developer prior to signing the Development Agreement.

## 12. REQUIREMENTS OF SOCIETY

Sr. No.	Description	Offer expected by society from Developer (Minimum)
1.	<b>TEMPORARY ACCOMODATION</b>	

a)	<p><b><u>Ground Floor</u></b></p> <p>Minimum Rent to be paid to the Existing Members from the vacation Date till the date of offering repossession of new offices in the newly constructed building subject to receipt of Occupation Certificate. Cheques shall be issued for 36-month period in advance by the developer to each member before vacating the offices. For every subsequent 12month period,</p>	<p><b>1<sup>st</sup> Year</b> Rs. ____/- (_____) per Sq Ft per month as per area mentioned on Maintenance Bill of Society</p> <p><b>2<sup>nd</sup> Year</b> -Rs. ____/- (_____) per Sq Ft per month as per area mentioned on Maintenance Bill of Society</p> <p><b>3<sup>rd</sup> Year</b> -Rs. ____/- (_____) per Sq Ft per month as per area mentioned on Maintenance Bill of Society</p>
	<p><b><u>First to Fifth Floor</u></b></p> <p>Minimum Rent to be paid to the Existing Members from the vacation Date till the date of offering repossession of new offices in the newly constructed building subject to receipt of Occupation Certificate. Cheques shall be issued for 36-month period in advance by the developer to each member before vacating the offices. For every subsequent 12month period,</p>	<p><b>1<sup>st</sup> Year</b> Rs. ____/- (_____) per Sq Ft per month as per area mentioned on Maintenance Bill of Society</p> <p><b>2<sup>nd</sup> Year</b> -RS. ____/- (_____) per Sq Ft per month as per area mentioned on Maintenance Bill of Society</p> <p><b>3<sup>rd</sup> Year</b> -Rs. ____/- (_____) per Sq Ft per month as per area mentioned on Maintenance Bill of Society</p>
b)	Refundable deposit for transit accommodation	Rs. ____/- (____ only) one time, as per Sq Ft as per area mentioned on Maintenance Bill of Society
c)	Relocation Cost (Shifting from existing shops, offices)	<p><b>For Ground Floor</b></p> <p>Rs. ____/- (____ only) per Sq Ft as per area mentioned on Maintenance Bill of Society</p>

		<b>For 1<sup>st</sup> to 5<sup>th</sup> Floor</b> Rs. _____/- (_____ only) per Sq Ft as per area mentioned on Maintenance Bill of Society
d)	Brokerage for obtaining temporary accommodation. Brokerage shall be paid in advance.	<b>For Ground Floor</b> Rs. _____/- (_____ only) per Sq Ft as per area mentioned on Maintenance Bill of Society <b>For 1<sup>st</sup> to 5<sup>th</sup> Floor</b> Rs. _____/- (_____ only) per Sq Ft as per area mentioned on Maintenance Bill of Society
<b>2.</b>	<b>BENEFITS TO THE MEMBERS</b>	
a)	Expected Minimum RERA Carpet Area offered to each member in sq.mt & sq. ft. Stamp Duty, Registration Charges and other incidental charges as applicable on such additional Area is to be borne by Developer.	_____ m <sup>2</sup> (_____ Sq. Ft) per member (RERA Carpet Area)
b)	Mandatory Corpus Fund to the Society.	Rs. _____/- (_____ only) <b>Per Member</b> OR as decided by commissioner NMMC whichever is more
<b>3.</b>	<b>BANK GUARANTEE AMOUNT</b>	
	The Amount of Bank Guarantee: <b>20%</b> of the rehab construction Cost.	Rs. _____ (_____ only) (approx.)
<b>4.</b>	<b>PARKING</b>	
	One free car parking and 2-wheeler parking area to each existing member. Units already having car parking shall be allotted one additional parking space free of cost	

5.	List of Amenities to be provided by the Developer.	Should not be less than the amenities included in this Bid Document.
6.	Carpet area of Health Club/Gym/Fitness Centre (As Per The NMMC/CIDCO Norms).	Minimum as Per The NMMC/CIDCO Norms
7.	Ancillary area FSI	To be purchased by Developer
8.	Various NOC's required for the proposal	To be obtained by Developer
9.	Declaration of building as dangerous/dilapidated in C1 category by Identification committee and Commissioner of NMMC	To be done by Developer
10.	Fees of Architect/PMC services provided by <b>M/s. Dimensions Architect Pvt. Ltd.</b>	To be paid by Developer
11.	Presentation (Architectural scheme)	Submission of Plan, Sections and Elevation of the new building design with the bid document.

### 13. OFFER OF THE BIDDERS

Offer for all inclusive scope of work to complete redevelopment project successfully

Sr. No.	Description	Bidder's Offer
1.	<b>TEMPORARY ACCOMODATION</b>	

a)	<p>Minimum Rent to be paid to the Existing Members from the vacation Date till the date of offering repossession of new offices in the newly constructed building subject to receipt of Occupation Certificate. Cheques shall be issued for 36-month period in advance by the developer to each member before vacating the offices.</p> <p>For every subsequent 12month period,</p>	<p><b>For Ground Floor</b></p> <p><b>Rs. _____/- (_____ only) per Sq Ft per month as per area mentioned on Maintenance Bill of Society</b></p> <p><b>For 1<sup>st</sup> to 5<sup>th</sup> Floor</b></p> <p><b>Rs. _____/- (_____ only) per Sq Ft per month as per area mentioned on Maintenance Bill of Society</b></p>
b)	Refundable deposit for transit accommodation	<p><b>Rs. _____/- (_____ only) one time per member, per Sq Ft as per area mentioned on Maintenance Bill of Society</b></p>
c)	Relocation Cost (Both Ways Shifting & Re shifting to new Shops, offices)	<p><b>Rs. _____/- (_____ only) per member per Sq Ft as per area mentioned on Maintenance Bill of Society for shifting from existing shops, offices</b></p>
d)	Brokerage for obtaining temporary accommodation. Brokerage shall be paid in advance.	<p><b>Rs. _____/- (_____ only) per member per Sq Ft as per area mentioned on Maintenance Bill of Society before shifting from existing shops, offices</b></p>
2.	<b>BENEFITS TO THE MEMBERS</b>	
a)	<p>Total carpet area i.e. RERA Carpet Area offered to each member in sq.mt &amp; sq. ft.</p> <p>Stamp Duty, Registration Charges and other incidental charges as applicable on such existing &amp; additional Area is to be borne by Developer.</p>	<p><b>_____ M<sup>2</sup> (_____ Sq.ft) per member (RERA Carpet Area)</b></p>

b)	Mandatory Corpus Fund to the Society.	Rs. _____/- (only) OR as decided by commissioner NMMC whichever is more
3.	<b>BANK GUARANTEE AMOUNT</b>	
	The Amount of Bank Guarantee:	_____ % of the construction cost. Rs. _____/- (approx.) (_____ only)
4.	<b>PARKING</b>	
	One free car parking and 2-wheeler parking area to each existing member. Units already having car parking shall be allotted one additional parking space free of cost	_____ each per tenant
5.	List of Amenities to be provided by the Developer.	Should not be less than the amenities included in this Bid Document.
6.	<b>Carpet area of Health Club/Gym/Fitness Centre (As Per The NMMC/CIDCO Norms).</b>	_____
7.	Ancillary area FSI	_____
8.	Various NOC's required for the proposal	_____
9.	Declaration of building as dangerous/dilapidated in C1 category by Identification committee and Commissioner of NMMC	_____
10.	<b>Fees of Architect/PMC provided by M/s. Dimensions Architect Pvt. Ltd.</b>	_____
11.	Presentation (Architectural scheme)	_____

Yours Sincerely,

Sign &amp; Seal of the authorised

## 14. PROFORMAS

### LETTER FOR SUBMISSION OF TENDER BID

(To be printed on Bidders Letter Head)

(This will be the covering letter submitted into big envelope containing  
Envelops 1,2 &3)

To,

Secretary/Chairman,

New Bombay Co-Op Commercial Complex Premises Society Ltd.,  
Plot No11, Sector 43, CBD, Belapur, Navi Mumbai – 400614

**Sub: Submission of Bid for Redevelopment Work of New Bombay Co-Op Commercial Complex Premises Society Ltd.**

Respected Sir,

I/We have visited the site for the redevelopment of the above-mentioned Society and have examined the Bid Documents, General Conditions of Contract, Technical Specifications, and all other relevant documents forming part of the Bid. Based on these, I/We hereby submit our proposal to execute, complete, and maintain the redevelopment work in full conformity with the said documents.

I/We confirm our acceptance of all the terms and conditions specified in the Bid Documents and further undertake as follows:

1. Validity of Bid – I/We shall abide by this Bid for the period specified in the Bid Notice. The Bid shall remain binding and may be accepted by the Society at any time before expiry of the said period or any mutually agreed extension. In case of default, I/We agree that the Earnest Money Deposit (**EMD**) of **Rs. 2,00,00,000/- (Rupees Two Crore only)** deposited by us shall be liable for forfeiture.

2. Earnest Money Deposit – I/We confirm that an EMD of **Rs. 2,00,00,000/-** (**Rupees Two Crore only**) has been deposited via **Demand Draft No. \_\_\_\_\_** dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, into the current account of \_\_\_\_\_ **Complex Premises Society Ltd.**.
3. Binding Effect – Until a formal Development Agreement is executed, acceptance of this Bid by the Society shall be binding upon me/us, subject to mutually agreed modifications reflected in the letter of acceptance.
4. Site Inspection – I/We have thoroughly inspected the site and satisfied ourselves regarding the nature, scope, and conditions of the works before submitting this Bid.
5. Bid Validity – I/We agree to keep this Bid open for acceptance for a period of **180 days** from the date of submission. In default, the full amount of our EMD shall be forfeited.
6. Consultants' Fees – I/We agree to pay the professional fees of the PMC/Architect/Structural Engineer and other consultants as stipulated in the Bid Documents.
7. Completion Period & Liquidated Damages – In the event of failure to complete the construction work within the specified period of **36** months (or any extended period mutually agreed), I/We shall be liable to pay Liquidated Damages at the rate specified in the contract, per week of delay or part thereof, without prejudice to the Society's rights. I/We acknowledge that such Liquidated Damages are a genuine pre-estimate of loss and not a penalty.
8. Failure to Execute Agreement – If I/We fail to execute the contract documents or commence work, the Society may determine that I/We have abandoned the contract, in which case the Bid shall be deemed cancelled and the full EMD forfeited.
9. Right of Society – It is clearly understood that the Society is under no obligation to accept the lowest, highest, or any particular Bid received.
10. Forfeiture of EMD – I/We agree that any forfeiture of the EMD by the Society shall constitute fair and reasonable compensation for damages caused due to default on our part and shall not be deemed a penalty.

**11. Development Agreement** – In the event of our Bid being accepted, I/We agree and undertake to execute the Development Agreement in the form prescribed by the Society with any modifications required.

I/We hereby certify that all statements made, and information furnished in this document are true and correct. Any misrepresentation or misstatement shall entitle the Society to cancel the contract, without prejudice to its rights. Submission of this Bid shall be treated as our unconditional acceptance of all terms and conditions contained in the Bid Documents.

Yours faithfully,

(Authorized Signatory of Bidder)

(With Seal)

DRAFT

(To be printed on Bidders Letter Head)

**PROFORMA 'A'**

**DRAFT**

(To be printed on Bidders Letter Head)

DRAFT

(To be printed on Bidders Letter Head)

DRAFT

(To be printed on Bidders Letter Head)

DRAFT

(To be printed on Bidders Letter Head)

**PROFORMA 'E'**

**DRAFT**

(To be printed on Bidders Letter Head)

**PROFORMA 'F'**

**DRAFT**

(To be printed on Bidders Letter Head)

**PROFORMA 'G'**

**DRAFT**

(To be printed on Bidders Letter Head)

**PROFORMA 'H'**

**DRAFT**

(To be printed on Bidders Letter Head)

**PROFORMA 'I'**

**DRAFT**

## 15. ANNEXURES

### ANNEXURE A

#### PMC APPOINTMENT LETTER

DRAFT

**ANNEXURE B**

**DRAFT**

**ANNEXURE C**

**DRAFT**