

TENDER DOCUMENT FOR THE REDEVELOPMENT OF
GANGOTRI CO-OP. HOUSING
SOCIETY LTD.

PLOT NO. – 04, SECTOR – 03, NERUL, NAVI MUMBAI.

PROJECT MANAGEMENT CONSULTANT



DIMENSIONS
ARCHITECTS PVT. LTD.



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



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1. TENDER NOTICE

Subject: Inviting Proposals for redevelopment of buildings of Gangotri C.H.S. Ltd., admeasuring 3114 sq. mtrs., being at Plot no – 04, sector - 03, Nerul, Navi Mumbai 400 706.

Gangotri Co-operative Housing Society Limited (hereinafter to be referred to as "the society") on behalf of its members, invites proposals in sealed covers for Redevelopment of Existing Buildings being duly constructed on the society Plot from reputed, experienced, self-financed and technically sound Builders and/or Developers having their establishment in the Navi Mumbai/MMR region/PMR Region.

The interested parties shall purchase the Tender Document from the office of the Society located at Plot bearing Plot no - 04, sector -03, Nerul, Navi Mumbai from **03/07/2025 to 26/07/2025**, between **03:00 pm to 06:00 pm**, on payment of non-refundable tender procurement fees of **Rs. 51,000 /- (RUPEES FIFTY-ONE THOUSAND ONLY)** by DD, in the name of "GANGOTRI CO-OPERATIVE HOUSING SOCIETY LIMITED". No tender document will be issued after the given time frame. The Tender Document should be collected by a person authorized to do so and on submission of duly signed authority letter on the interested participant's letterhead.

DD Name – "GANGOTRI CO-OPERATIVE HOUSING SOCIETY LIMITED"

Duly filled sealed proposals along with Earnest Money Deposit of **Rs 25,00,000 /- (RUPEES TWENTY-FIVE LAKHS ONLY)** to be deposited by DD, in the aforesaid Savings Bank account of the Society, should be submitted in the prescribed mannered format along with all the necessary documents and information and in accordance with the terms and conditions of this Tender, to the office of the society, with Bank DD in respect of deposit of such Earnest Money Deposit, from **03/07/2025 to 26/07/2025**, between **03:00 pm to 06:00 pm**. No Tender will be accepted after this. No interest shall be paid to any Participant on the Earnest Money Deposit amount, in any case by the Society.

All the Proposals will be evaluated by the Society in accordance with the terms mentioned in the Tender and the Shortlisted Participants will be informed for further process and evaluation of each Proposal as per the terms specified in the Tender. The Earnest Money Deposit of the unsuccessful participants will be returned to them without any interest or in the event the Tender is called off/withdrawn for any reasons whatsoever.

The submitted proposal shall remain valid for a period of 180 days from the date of opening of the Tender. The said society on behalf of its members, reserves the right to extend the validity under intimation to all the participants.

Please note that the Society, reserves the irrevocable right to reject any or all proposals without assigning any reason whatsoever at any stage of Tender. The proposal not accompanied by the Earnest Money Deposit as stated above or not complete in all respects shall not be accepted and/or is liable to be rejected by the society. Unless and until a proposal culminates into Final Redevelopment Agreement as per the terms and conditions with modifications to be recorded therein, the Proposal shall not amount to any kind of Agreement or Contract between the parties.

Yours Sincerely,



For Gangotri Co-op. Housing Society

2. INTRODUCTION

Gangotri Co-operative Housing Society Limited (the "Society") is a Co-Operative Housing Society registered under the provisions of Maharashtra Co-Operative Societies Act, 1960 under serial no.- **NBOM/CIDCO/HSG/ (T.C)/10344/DR/2024-25** and having registered address at Plot no.- 04, sector – 03, Nerul, Navi Mumbai 400 706.

The Society is the Owner and is absolutely entitled to and is seized and possessed of all those piece and parcel of land bearing plot no - 04, admeasuring **3114 sq. mtrs.**, (as per Lease agreement).

The Net Plot Area that will be available for redevelopment will be **2864 sq. mtrs.** Copies of Lease agreement issued by City Survey Officer, Navi Mumbai. The Existing Buildings standing on the Society Plot each comprising of ground + 03 upper floors. In all there are **88 residential tenements** in the Society admeasuring **24.450 sq. mtrs. carpet area** of each tenement,

The Society Plot is abutting on 15 mtr. wide road towards East. As per UDCPR 2024 Remarks, the said plot falls under Residential Zone.

M/s. Dimensions Architect Pvt. Ltd., having its office at Navi Mumbai office address: Plot no. -99, Sector -08, Vashi, Navi Mumbai, Maharashtra 400703, Tel: + 91 022-27823141 / 022-27823641. email: pmc@dimensionsarchitect.in , have been appointed as Project Management Consultant for the Redevelopment Project. Copy of appointment letter of the PMC is annexed at Annexure A.

3. INSTRUCTIONS

3.A General Instructions to the Bidder

The information contained in these Bid Document is given in good faith and is meant only as guidance. However, it is the responsibility of the Bidder to independently check and verify the same prior to submission of the Bid. Once a Bid is submitted, the Bidder shall be deemed to have satisfied himself/itself with all the matters regarding the redevelopment and shall be deemed to have full knowledge of the relevant documents for proposed project work whether inspected or not. The Society / the Managing Committee of the Society/ Redevelopment Committee of the Society shall not entertain any objection or accept any defence / justification in this regard. The Bidder shall be deemed to have satisfied himself by visiting the site and deemed to be fully conversant with the site conditions, local conditions that are likely to be encountered during the works and he/they shall be deemed to have considered all factors into account while submitting the Bid. The work shall be carried out strictly as per drawings, specifications and as per the requirement laid out by the Society in the contract and according to the Society/ PMC's advice on methodology, specifications and conditions to be applied, in consultation with the Managing Committee of the Society.

The bidder cannot further sale/transfer the tender document and/or cannot transfer the project to different firm after appointment of the developer.

3.B Format for Submission of Tender Document:

The Tender Document shall be submitted in accordance with these instructions and any Tender Document not conforming thereto is liable to be rejected. The Tender Document shall be submitted in 3 (Three) Separate Envelopes addressing to the Secretary/Chairman of the society.

3.B.1 Technical Bid

Envelope 1:

This Envelope will contain Technical Proposal in Triplicate and each and every page of Technical Proposal shall be signed, sealed and stamped by the Participator. This Envelope shall be super scribed as "TECHNICAL BID".

Details:

- a. Particulars of Bidder as per **Proforma 'A'**
- b. Details of work of Redevelopment Projects carried out by the Bidder with status (completed/ongoing) in the past years with supporting documents as per **Proforma 'B'**
- c. Details of other projects completed/ongoing as on the date of submission of the re-development proposal with supporting documents as per **Proforma 'C'**
- d. Bank Details as per **Proforma 'D'**
- e. Financial Stats of the Bidder as per **Proforma 'E'**
- f. Details of Bidder's Organization Structure as per **Proforma 'F'**
- g. Litigation History as per **Proforma 'G'**
- h. Declaration for site visit as per **Proforma 'H'**
- i. Draft for Deed of Indemnity shall be given by selected developer as per **Proforma 'I'**
- j. Construction schedule & proposed tentative layout of the developed property
- k. A CA certified net worth and turnover certificate of the Bidder's organization which should be of the individual organization only and not a consolidated net worth of the Bidders organization and his sister concerns/subsidiaries etc.

Required Attachments:

- a. Income tax Returns with Audited Balance Sheet and Profit & Loss Account, Turnover certificate for the last three financial years. (attested by CA)
- b. Net worth statement (attested by CA)
- c. Solvency Certificates from Nationalized/Scheduled Bank.
- d. Registration with Goods and Service Tax Department,

- e. Permanent Account Number of the Company.
- f. Registration with Registrar of Companies/Registrar of Firms.
- g. Affidavit of the Proprietor.
- h. Memorandum of Articles of Society (M.O.A.) for Limited Company.
- i. Partnership Deed for Partnership Company.
- j. Resolutions and Power of Attorney/Authority to fill this Bid document

3.B.2 Financial Bid

Envelope 2:

This envelope shall contain the financial proposal for the project and shall be submitted in the Envelop 2. It shall be signed, sealed and stamped by the Participator. This Envelope shall be super scribed as "FINANCIAL BID".

Details

- a. Complete set of Bid document along with other documents (except those submitted with the Technical Bid above) issued for the work duly filled in by the offer for the redevelopment works, initialled on each page and signed by the bidder at the prescribed places in the Bid document.
- b. Details of cash flow for the Project & Cost evaluation data. In addition, this Bid Document in original along with Common Set of Amendments shall be enclosed duly signed at places indicated as "Signature of Developer" and initiating corrections if any.
- c. This should also include the total expected project cost with detailed timelines for each cash flow. (an approximate calculation is expected).
- d. Description on the material costing, construction costing and other related costing are also required to be mentioned in this envelop.

3.B.C Earnest Money Deposit (EMD)

Envelope 3:

- a. Details of EMD amount of **Rs 25,00,000 /- (RUPEES TWENTY-FIVE LAKHS ONLY)** to be duly issued to the Society from the Bank Account of the Participator via DD Only.

3.C Documents of the Society

The documents which are available with the Society are enclosed along with this Tender as Annexures. However, if any further documents are required then the Participator has to obtain the same from concerned statutory authorities at his own cost. Society will help Participator if any letters are required from its side as per guidance of the PMC of the Society. However, the Proposal of the Participator shall reach the Society within the prescribed time under the Tender with no change in last date of submission.

3.D Opening and Evaluation of Bids:

The information submitted by the Bidders in both envelopes will be opened before the Joint committee meeting on **27/07/2025** along with the interested members and further scrutinized and evaluated by Managing Committee/Redevelopment committee meeting of the Society in presence of PMC.

as per the Bidding process. The Bidders may be asked to clarify their bids, in which event necessary clarifications shall be furnished within 10 days in writing by the applicable Bidder.

3.E Acceptance of Bid

Bids shall not be accepted if submitted after the hour and the last date fixed for submission of the bids. The bidders cannot take any action against the Society and/or claim against the Society for rejection of their Bids. The Society reserves the right to accept/ reject all/ any offers without assigning any reason. The decision of the Society shall be final and binding on all.

3.F Validity of Bid

The Bid shall remain valid for the period of 180 days after the last date of submission of the Bid. However, the validity may be extended by mutual consent.

3.G Cost of Bidding

The Society and/or the consultant shall not be liable to pay any expenses incurred by the bidder in bidding, like the cost of bid documents, expenses of company profile, lease charges for purchase and submission of bid, expenses for attending meetings or any other expenses etc.

3.H Rejection of Bid

The Bidders acknowledge and agree that these Bid Documents merely constitute an invitation to offer by the Society, and not an offer in themselves. The Society and the Consultant do not bind themselves to accept the highest Bid and reserve the right to reject any or all bids without assigning any reason whatsoever. The Bid shall be treated as invalid/rejected if only one part of bid is submitted or incomplete in any manner. The bid not accompanied by earnest money deposits will be rejected. Conditional bids are liable to be rejected therefore bidders are advised to avoid putting conditions that are at variance with the terms and conditions stipulated in the bid documents or quote conditional offer. Bids containing erasures and alterations in the bid document are liable to be rejected. The bidder must attest any correction made in the entries as correction. If it is found that two or more persons who are concerned with one another either financially or as principal and agent or master and servant have bid under different names for the same contract, without disclosing their connections, then such bid will be rejected and earnest money deposit will be forfeited. Any contract entered in to under such conditions is also liable to be rejected. Failure to provide information which is essential to evaluate the bidder's qualification or to provide timely clarification or substantiate the information supplied may result in disqualification of the bid. The bid will be rejected if any of the required document is not submitted.

3.I Revision to Tender Document

It may be found necessary to revise the Tender document prior to the Date of Submission. Participant must acknowledge the receipt of each such Tender-amendment notice, which shall be given in writing by hand delivered letter or by email and acknowledged by Society. The Participant shall have to arrange to collect the declaration of such revisions at his own cost from the Society's office. In case such revision is affected post the submission date, the Participant shall be given time to respond as per the amendment notice, and the time given to respond to such change/s shall be binding on the Participant.

Society reserves the right to issue Corrigendum, Addendum, to extend the date of Issue / submission of tender or opening of Tender or Additional terms and conditions of Tender or cancel the Tender Process. All such become a part of the Tender Document. The Participant shall submit to the Society all such Corrigendum or Addendum in Original as per prescribed format and manner as stated in such Corrigendum or Addendum.

3.J Omissions and Discrepancies

The bidder shall check the Bid documents and if any page/pages is/are missing or duplicate or indistinct or illegible, the same shall be brought to the notice of the Society/PMC and rectified before submission of the bid. The bidder should not take advantage of any misinterpretation of the conditions due to typing or any other error/omission.

If the bidder finds any discrepancies or omission in the Bid documents or should be in doubt as to their meaning, he should at once notify the Society/PMC who may send a written instruction to all bidders. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the Bid and successful Bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

3.K Withdrawal of Bid

Bidder cannot withdraw the bid once submitted till the validity of bid, this shall result in forfeiture of the EMD such forfeiture will be considered to be a fair and reasonable compensation of the damages that the society will suffer on account of such breach of tender conditions on the part of the bidder by withdrawing the bid, and shall not be treated as a penalty.

4. TENDERING PROCESS

A. Pre-Bid Meeting:

1. If the Participant finds any omissions or discrepancies in the Tender Document or intention of clauses of the Tender, he/she/they shall appraise the Society and PMC about the omission or discrepancies straightaway.
2. The Society in consultation with PMC at its own discretion may clarify the clause in Tender by issuing necessary Corrigendum.
3. Society and PMC have made all the efforts to avoid any error in the Tender. However, the Selected Participant shall take upon himself and provide the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
4. All clarifications to be sought and closed during the pre-submission meeting itself if any requirement arises.

B. Submission of Proposal:

The Participants shall submit the proposal as per the instructions given to the Participants in this Tender.

C. Criteria of Rejections:

1. Proposal submitted by an associate or sister or group or related concern from the one in whose name it has been issued.
2. Proposal submitted by agents will be rejected.
3. Proposal which does not confirm to unconditional validity of the 180 days from the date of opening of Tender.
4. Proposal not submitted with details and documents prescribed in this Tender.
5. Proposal which does not conform to the contract period of project completion and handover indicated in the Project Schedule,
6. If the Participant is found to be prohibited under any law promulgated by Government of India.
7. Proposals which are at variance with the terms and conditions already stipulated in the Tender.
8. Any of the pages of the Tender are removed /replaced.
9. All pages are not initialled along with Seal & Stamp of the Participant.
10. All corrections and additions are not initialled by the Participant.
11. The Tender is not complete in all respects.

12. Any efforts made by any Participant or his employees to influence Society's members, Managing Committee, Society's Consultants and its personnel on matters related to the complete Tendering process including scrutiny, evaluations, clarifications, comparisons of Proposals or during the decision process of selecting the Successful Participant, may lead to rejection of Proposal and forfeiture of EMD.
13. Save and except the above it shall be the sole discretion of the Society to reject the proposal or Tender of the Participant without attributing any reason thereto and the Society shall not be liable to give any reason/s to such rejection. It is expressly understood that no claims and/ or actions shall be entertained or any action/s or proceeding/s shall not be maintainable arising from such rejection for damages, loss and/ or specific performance or any relief/s

D. Opening of Tender, Scrutiny Process and Selection of Participant:

1. The Proposal submitted by each Participant shall be opened at society's premises at in General meeting of Gangotri Co-operative Housing Society Limited. Representatives of each Participant with authorized letter of Participant can remain present for the meeting as observers. The Tender opening dates shall be informed by email.
2. The Participant who are found competent enough by the Society in consultation with the PMC and members of the Society may be considered for evaluation of the Financial and Commercial Proposals and subsequent award of Redevelopment Project.
3. Proposals for Redevelopment Project shall be scrutinized & evaluated for its offer for Additional Area, Hardship Compensation, Rent, and Amenities etc.
4. The Participant's reputation in the market, the standing of the Participant in the market & Job profile executed / under construction etc. shall also be considered for short listing of Participants.
5. The Tenderers may be asked to clarify their Proposals or submit further information's if required by the PMC or Society to have a proper evaluation of their Proposals.
6. The PMC will prepare the comparative charts of all Proposals as per the above guidelines & other important inputs given by the Society.
7. Disclosure of any information contained in the Tender documents during and / or after the opening of Tender by the Society shall be solely at the discretion of the Society for the reasons of maintaining confidentiality.

8. Society is free to Negotiate and Re-Negotiate with a group of techno-commercially Shortlisted Participants, post opening of "The Tender".
9. After such scrutiny of Proposals as stated above the Tenders shall be shortlisted as per provisions of law as applicable and in force at the relevant time and in consonance with the provisions of the Maharashtra Co-op Societies Act 1960 and Rules therein.
10. The Highest Proposal shall not be the sole criteria for selection of Participant which depends upon various other factors also.
11. The Society reserves the right to reject one or all, highest or lowest Participant without assigning any reasons. Disclosure of the Proposal for Redevelopment Project at the time of opening of Tender shall be solely at the discretion of the Society.
12. The selection of the Participant shall be done through a process as per provisions of law as applicable and in force at the relevant time and in consonance with the provisions of the Maharashtra Co-op Societies Act 1960 and Rules therein.
13. The Factors of merit, experience, finance and technical competence of the Participant are subject to objective evaluation of the Society and its members.

E. Earnest Money Deposit (EMD):

1. The EMD shall be non-interest bearing. The Society shall not pay any interest on the EMD to any Participant.
2. The Society shall issue separate receipt of acknowledgment of the EMD received by them.
3. The EMD of the Successful Participant shall be retained by the Society as per the terms and conditions of this Tender.
4. The EMD will be returned to the respective unsuccessful Participant within 180 days.

F. Award of Work:

1. After such a process of negotiations and re-negotiations with the Shortlisted Participants, the Society may decide to award the Redevelopment Project to the Successful Participant, who is selected by minimum 2/3rd majority of the total membership strength of the Society.
2. This Successful Participant shall be issued a Letter of Intent by the Society. Eventually, as per the Tender Conditions, the Successful into a Re-

Development Agreement and the same shall be registered with Competent Authorities. All costs for registering the Re-Development Agreement shall be borne by the Participant.

3. The Successful Participant shall be liable to deposit both the Bank Guarantees, i.e., Guarantees for the purpose of securing the completion of project and for the purpose of covering the Defect Liability Period, to the Society.
4. The fees of the Society's Architect/PMC/Consultant, Legal Advisor and various other professionals of the Society shall be paid/deposited by the Successful Participant, into the Bank Account of the Society and Society shall further make the payment of the same to the concerned.
5. The award of the Redevelopment project is indivisible, non-transferrable and non-assignable and shall be awarded to single Successful Participant.
6. The Entire Cost of the Redevelopment Project shall be borne by the Successful Participant and the members shall not be liable to pay even a single Rupee towards Redevelopment of the Society Plot and Existing Buildings.

G. Time of Execution and Completion of the Redevelopment Project:

1. Total TIME PERIOD for the completion of the Construction of the redevelopment project shall not exceed 36 (thirty-six) months plus grace period of 6 months, for grace period too rent to be paid and tax liability like LTCG should be bared by the developer. Time shall be considered to be the essence of this Tender Document and Development Agreement.
2. The Successful Participant shall adhere to the Project Schedule approved by the Society in consultation with PMC.
3. The Successful Tenderer shall be bound and liable to obtain prior approval of the Society and the PMC of all the building plans, designs, specifications, elevations etc., or such subsequent amendments thereto, before submitting the same to the Planning Authority for approval.
4. Under no circumstances, including fluctuations in the market costs of raw materials, labour charges, TDR, NMMC premiums, government levies, or any other costs or reasons whatsoever, changes in the accepted
5. Proposal shall be permitted nor any compromises in the quality, performance and functional parameters of the Redevelopment Project, including time frame of the completion of the Redevelopment Project shall be permitted.

6. The Successful Participant shall allow the PMC to facilitate and assist for examining works and materials, checking and measuring the works and material.
7. The Redevelopment Project shall be conducted under general direction of the PMC with involvement of society in inspection at all time, to ensure strict compliance with the terms of the Tender. No failure of the PMC during the progress of the work to discover or to reject materials, or work 'not in accordance with the requirement of this Tender shall be deemed as acceptance thereof or a waiver of defects therein.
8. The Successful Participant shall furnish to the Society, without additional charge promptly all facility for safe and convenient inspection of material & work during the progress of work and on completion of any work.
9. All inspection by PMC shall be duly supported, coordinated and all necessary cooperation shall be extended by the Successful Participant, so as to help the PMC to perform such inspections and in a manner that there is no unnecessary delay in the progress and completion of the Redevelopment Project.
10. On completion of the entire Redevelopment Project and not later than expiry of the Defect Liability Period or just thereafter, the PMC shall make such examination and tests of the work as may seem to him possible, necessary or desirable. Successful Participant shall bear cost of any material, labour and necessary testing charges / fees which may be required therefore and shall facilitate in every respect as required by PMC in making such examination and tests.

H. Termination and Dispute Resolution:

1. In the event of the Successful Participant failing to comply with the Project Schedule for execution of various Redevelopment activities within the milestone fixed under the Project Schedule, at any time after the LOI, being executed in favour of Participant, Society shall have right to demand losses, damages and or compensation due to delay in the Project Schedule.
2. The Society shall initiate the Termination and Cancellation of the Re-Development Agreement in event of the Successful Participant's failure to complete the Redevelopment Project as per the terms and conditions of this Tender and the Re-Development Agreement. On such Termination, the Society shall become entitled to forfeit EMD, Bank Guarantee's and to invoke the Bank Guarantee's and to enforce the Indemnity for losses and/ or losses

- and/ or any such compensation arising from such failure on part of the Successful Participant to perform the Re-Development Agreement. Society will not be responsible for any third-party liabilities created by the developer.
3. No Arbitration process shall be initiated. The Re-Development Agreement shall be terminated with a resolution to that effect from the Special General Body of the Society.
 4. The Society at its sole discretion may also appoint New Developer to commence and complete the Redevelopment work from the stage at which such Redevelopment Work of the Successful Participant has been terminated and at the cost of the Successful Participant. The Society shall be free to discuss and finalize any terms and conditions with the New Developer, without any recourse or any consent of the Successful Participant.

I. Confidential Process:

1. The total process of Tender is confidential. All information, data and content of Tender Documents and any further correspondences is completely confidential.
2. This information data or content of all such documents shall not be revealed to any person not officially connected with the Tendering process.

5. GENERAL DEFINITIONS

5.1 Singular and Plural

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

5.2 Headings and Marginal Notes

Headings and marginal notes to the various conditions shall not be deemed to form part thereof or be taken in to consideration in the interpretation or construction thereof the contract

5.3 Gender

Words imparting the masculine gender shall also 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 where assigned to them and the context otherwise requires.

5.4 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.

5.5 The Society / Employer:

The Society / Employer shall mean Gangotri Co-op Housing Society, Navi Mumbai functioning through its General Body (or Managing / Redevelopment Committee and or redevelopment committee in respect of certain delegated powers).

5.6 PMC (Project Management Consultant):

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

5.7 Managing Committee:

The "Managing Committee" (MC) shall mean the Managing Committee of the Society constituted in accordance with Bye-laws 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.

5.8 Redevelopment Committee:

The "Redevelopment Committee" (RC) shall mean the Redevelopment Committee of the Society constituted by the Society and to carry out on its behalf from time to time the functions related to the project as maybe specifically assigned to it by the Society.

5.9 Architect:

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

5.10 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.

5.11 Legal Advisor:

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

5.12 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.

5.13 Project Cost:

Project cost shall mean the cost incurred by the Developer in survey/investigation/studies, planning, designing, construction and commissioning of the project as well as internal water supply and sanitary arrangement, internal roads, storm water drainage, street lighting, concrete paving around building wherever required, transformer if required, landscaping, maintaining environmental conditions, arboriculture including cost towards dismantling existing structures if any, shifting and relocation of existing utility services/such as water supply, sewage, drainage, telephones, electric lines, water harvesting, solar system (common area), Mahanagar Gas, etc. as may be required for satisfactory completion of the project to be in conformity with the scope of the project, cost of relocating members temporarily if required, including license fees to be remitted to Competent Authorities for sanction of plans & estimates, electrification, provision of lift, firefighting arrangements/external water supply and sanitary arrangement, completion certificate from respective authorities etc., and consulting charges of consultants appointed by Society. The Cost of purchasing FSI, development of open grounds, internal pathways/roads etc. shall be borne by the Developer. The cost will be incurred by the Developer as well as cost of premium to purchase any additional FSI available due to Govt. Notification corresponding to above area. Cost of professional fees for project management consultant, Legal Advisor to the society, etc. to be paid as per the agreed terms. The project cost shall include cost for all above-mentioned activities and the same would be deemed to be inclusive of Developer's profit, interest on investment, escalation due to variation in price indices, cost of insurance cover and all taxes and levies, if any, during construction. Cost of CRZ clearance if applicable also shall be borne by developer.

5.14 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.

5.15 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.

5.16 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.

5.17 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, MSEDCL 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.

5.18 Government:

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

5.19 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.

5.20 Carpet Area:

5.20.1 Carpet Area: The definition of Carpet Area would be clear internal finished wall to wall Dimensions of the flat including door jams & which does not include flowerbed, dry yard, wall skirting, etc.

5.20.2 RERA Carpet Area: The net usable floor area of an flat plus the internal walls, which excludes size of external walls, services shafts, exclusive balcony or veranda area and exclusive open terrace.

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

5.21 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.

5.22 Letter of Intent

Shall mean intimation by a letter to Bidder that the Bid has been accepted in accordance with the provisions under Sec. 79A of MCS, 1960.

5.23 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.

5.24 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.

5.25 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.

5.26 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 flats 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.

5.27 Approved:

Shall mean approved in writing including subsequent written confirmation of previous verbal approval and approval, means Approval in writing include as a fore said.

5.28 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 flats 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.

5.29 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.

5.30 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.

5.31 Test

Shall include all tests made without releasing the Developer of his liability, as may be considered necessary by the Employer or his representative in order to

ascertain the quality and efficiency of the Contract Work or part thereof and material tests in particular.

5.32 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.

5.33 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.

5.34 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 Developer 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. 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.

5.35 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.

5.36 Developer to Preserve Peace

The Developer shall, at all times during the progress of the work, take all requisite precautions and use his best endeavours for preventing any riotous behaviour by or amongst the workers and other employed on the works and for the preservation of peace and protection of the inhabitants and the security of property in the neighbourhood of the works.

Minimum Third-Party Insurance for the entire contract period to be paid by the developer. Before commencing the execution of the works, the developer shall insure against his ability of any material or physical damage, loss or injury which may occur to any property, any employee of the Society, Resident/Occupant of Society/visitor to the Society and Society's

Consultant and their representative, arising out of the execution of works or in carrying out of the contract. Such insurance shall be affected with an insurer and on the terms approved by the owner or Society /Society's PMC. The policy or policies of insurance and the receipt for the payment of the current premiums shall be deposited with the Society by the Developer. The developer shall also indemnify the Society, its office bearers and Redevelopment committee of any consequence arising out of not insuring his workmen and if any untoward incidents happen.

5.37 Taxes

The Developer shall pay the necessary Income tax, sales tax, Works Contract tax, GST wherever applicable, E.S.I.C. and all other governments dues such as stamps duty, if any. The certificates for the same shall be submitted to the Society along with documentary proof. The developer shall always indemnify the Society for any lapses on the part of developer to pay any taxes even after completion of work. All charges on account of Octroi/terminal or sales tax and other duties on material obtained for the work from any source including the tax applicable as per Maharashtra Sales Tax including action of transfer of property in the goods involved in the execution of works contract (re-enacted) Act 1991 etc. shall be borne by the Developer.

5.38 Completion Certificate and Final Completion Certificate

As soon as the work is completed, the developer shall give a notice of such completion to the Society/PMC within 7 days of receipt of such notice the PMC/ Society shall inspect the work and then the Society shall furnish the developer

with certificate of completion in fully satisfied, indicating the date of completion. In case, there are defects yet to be rectified, the Society shall communicate the same to the Developer. Final Certificate of Completion shall be issued when the completion of work shall be up to the satisfaction of the Society. Further, no certificate of completion shall be issued, nor the work can be considered to be completed till the developer rectifies all the defects and also removes from the premises on which the work has been executed, all scaffolding, sheds and surplus materials, rubbish and all huts and sanitary arrangements required for his workers on the site in connection with the execution of work, as shall have been erected by the developer or the workmen and cleaned all dirt from all parts of the building upon or about which the work has been executed thereof and cleaned floors/gutters and drains, eased doors and sashes, oiled lock and fastening, labelled the keys clearly and handed them over to the Society and made the whole premises fit for immediate occupation or use to the satisfaction of the Society and its Consultant. The work shall not be considered complete until the Society has certified in writing that they have finally completed the work to their satisfaction. The 'Defects Liability Period' as mentioned below, shall commence from the date of Final Completion Certificate issued by the Society subject to receipt of Occupation Certificate.

5.39 Temporary Office on Site and Facilities

The Developer shall, at his own cost, provide separate, suitable, proper and water proof temporary office with doors, windows, locks, bolts and fastening security of the Society and the Society's Consultant and his subordinates as close to the works.

The developer shall also have his office at the premises and have a clerk or some other authorized person always present at such office, upon whom, any required notices may be served and service of any notices left with such clerk or other authorized person or at such office shall be deemed good service upon the Developer.

5.40 Sanitation

The developer shall, at his own cost, make all necessary provisions for health and safety of his work men. He shall, when required by the Society's consultant, provide proper latrines and urinals as per 'Model Rules for the Protection of the Health and Sanitary Arrangements for workers employed on its contracts and shall take all steps necessary to compel his work people to resort to such latrines

and urinals. Developer shall provide adequate water supply for the use of laborers. Developer shall make arrangement for the treatment of sewage by providing septic tanks and for draining away sewage water. Rules and Regulations in regards to sanitation of local authorities shall be made applicable to the developer and all the cost and any local taxes there of shall be borne by the developer. All charges on these accounts shall be borne by the developer.

5.41 Debts and Loans

The Developer shall not be entitled to raise any financial assistance/Loans from the banks/financial institutions or any other person by offering the said plot or part thereof as security.

The Developer is required to furnish to the Employer from time to time during the progress of the work as requested, verified statement showing the developer's total outstanding in debtness in connection with the work covered by this Contract.

5.42 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 developer shall remove the excess earth, shuttering and scaffolding material from the work site as and when instructed by the Society/Society's Consultant.

5.43 Use of Employer's Land

The developer 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/Society's Consultant 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/Society's Consultant after receiving 5days' 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 developer 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 developer 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.

5.44 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

Developer 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 developer 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.

5.45 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, Developer shall do so, under requisite license and with all precautions in compliance with the relevant acts.

5.46 Access for Inspection

The Society has a right to ascertain the happening of any contingency/including but not limited to the contingencies listed below, which would vest in the Employer certain powers including, but not limited to, taking possession of the work so far as it has been performed and to completing the work either by himself or by employing some other Agency, retaining property of the Developer such as, materials, plant or money already due to the Developer.

5.47 Assign and Sublet

The developer shall not assign, transfer or attempt to assign transfer the work and any part thereof or any benefit or interest therein or there under including creation of Charge in favour of any third party. If the developer sublets the contract to any of the third party and if the same is brought to the notice of the Society, then the initial security submitted by the developer will be forfeited and the Bank Guarantee will be invoked without prejudice to other remedial measures available to the Society. Such forfeiture and invocation shall not be construed to be by way of a penalty, but shall be considered a fair and reasonable compensation to the Society in view of the default and breach of this material obligation by the Developer.

5.48 Uncovering and Making Good

The developer shall uncover any part of the works and / or make opening in or through the same as the Society/Society's consultant may from time to time direct for verification and shall reinstate and make good such part to the satisfaction of the Society/Society's Consultant. All such expenses shall be borne by the developer.

5.49 Maintenance of Underground Utility Services

All the underground utility services such as water pipes, gas pipes, drains, sewers cable etc. which may be met up or about any excavation, shall if the Society's Architect deems it practicable, be properly maintained and protected by the developer himself or through other agency by means of shoring, strutting planking over, padding or otherwise as directed by the Society's Consultant during the progress of the work. Any damages to these underground utility services shall be immediately remedied by the developer or by other agency at developer's own cost, failing which, the Society's Consultant may without notice, adopt such measures as he may deem necessary at the risk and cost Developer.

5.50 Fencing, Watching and lighting

The developer 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 developer, the Society's Consultant 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 Developer.

5.51 Treasure Trove, Fossils etc.

All fossils, coins, articles of value of antiquity and structural and other remains or things of geological or archaeological interest discovered in or upon the site shall be the absolute property of the Employer and the developer shall duly preserve them and shall take precautions to prevent his workmen or any other person from removing or damaging any such articles or things and shall immediately upon discovery thereof and before removal, acquaint the Society with such discovery and shall from time to time deliver the same to such person, or person as the Society may from time to time appoint to receive.

5.52 Protection of Trees and Eco-Friendly Development

Trees designated by the Society's Consultant 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.

5.53 Name Board

The Developer shall display clearly on a display board the name of the works, the name of the Developer and the name of the Society's PMC for the full duration of the works only after execution of definitive agreements.

5.54 Developers Personnel

5. 54.1 Developer's Senior Representative for Execution and Coordination of works

The Developer shall have on site at all times during working hours throughout the course of the work at least one competent senior representative who shall be qualified as approved by the Society/Society's PMC 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 and coordination of the Works at site and the developer shall keep the Society informed at all times about the name and designation of such representative. Any directions, explanations, instructions or notices given by the Society/Society's PMC to such representative shall be held to be given to the Developer.

5. 54.2 Developer's Employees

The Developer shall provide and employ after approval from the Society/PMC on the site in connection with the execution, completion and maintenance of the works, all Engineering staff/ technical assistants as are qualified. Skilled and experienced in their respective trades, foremen and leading hands as are competent to give proper supervision, ensuring quality and output to the 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 works.

5. 54.3 Removal of Developer's Employees

The Developer shall on the direction of the - Society/Society's Consultant immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Society/Society's Consultant, be incompetent or commits any misconduct and such person shall not be again employed on the works.

5. 54.4 Unauthorized Persons

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.

5.55 TECHNICAL CONTROL OF THE WORK

5.55.1 Entire Project Work

a. The Managing / Redevelopment Committee with the assistance of Society's advisors shall be the technical officer under whose direction, and control the work shall be carried out by the Developer. The Managing / Redevelopment Committee shall be the final authority on all technical matters. In case of disagreement the decision of the Managing / Redevelopment Committee shall be final and binding on all such matter on both parties. The Developer shall comply with all the instructions of the Managing / Redevelopment Committee for achieving proper control on the quality and progress of the project. The work shall be treated as completed only after a full completion certificate is issued by the Managing / Redevelopment Committee on satisfactory completion of the works in all respect and clearance of site and after the Developer obtains occupation certificate and building completion certificate from competent authorities.

b. The Managing / Redevelopment Committee with the assistance of PMC appointed by the Society shall be the competent authority for approval of plans prepared by the Developer. The Developer after getting approval of the Managing / Redevelopment Committee shall obtain necessary approval from Local Municipal Authority and other authorities.

c. The Managing / Redevelopment Committee shall co-ordinate all the activities pertaining to the execution of the project concerned with the Developer/other Government Organizations/Society's Consultants as may be necessary and shall exercise overall control on the execution of work

d. No work on any component shall be started without obtaining prior approval of the Managing / Redevelopment Committee.

5. 55.2 Additional requirements for Saleable Component of the Work

a. For the Saleable component of buildings to be constructed by the Developer on the Society land to be sold by him, the Developer shall construct with the per the works specifications for construction in conformity with the requirements laid down in UDCPR of the Local Municipal Authority and other competent authorities.

b. The Developer shall be solely responsible for obtaining sanctions for saleable component of work, specifying in detail the nature of use from the Local Municipal Authorities. The Society will approve the nature of use of this component of works and shall monitor/supervise the same. The Developer shall ensure that nature of use of this component of work shall not amount to inconvenience, discomfort, nuisance, hazards to public or Society and its members. It shall not create any security problem in premises. While selling his component of work, it is the responsibility on the part of the Developer not to change/alter use of the premises by the purchasers.

c. It will be the responsibility of the Developer that all requirements such as structural designs/quality control/minimum specifications etc. Conforming to D. C. Rules of the Local Municipal Authorities etc. and sound engineering practices are ensured either by way of in-house arrangement or through supervision/structural consultants approved by Society. No work or component of work shall be started without getting approval from Local Municipal Authority and/or from Component Authority as may be necessary Copies of all such approvals obtained by the Developer from various authorities starting from

commencement to occupation certificate shall be submitted to the Managing / Redevelopment Committee for record.

d. The Developer shall not be entitled to assign or transfer the project in part or full to anyone else, or create any third-party rights unless and until approved by the Managing / Redevelopment Committee in writing

5.56 OTHER CONDITIONS:

5. 56.1 General:

a. 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 inquiries 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 laborers. 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.

b. The Developer shall submit within the time stipulated to the Society 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.

c. The Developer shall also submit the programme of work indicating the date of actual start with monthly planning to the Society. 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.

- d. The Society's Architect/PMC shall receive orders as shall be given by the Managing / Redevelopment 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/Redevelopment Committee.
- e. 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.
- f. 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.
- g. 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.
- h. 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, bye-laws and directions given from time to time by competent authority in connection with this work and shall pay all fees, which are leviable for the project.
- i. 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.

j. 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 intimate the Managing / Redevelopment Committee of such treasure or things which shall be the property of the Society.

k. 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.

l. 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 / Redevelopment Committee on satisfactory completion of all works in all respects and clearance of site.

m. 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.

n. The Developer shall incur all costs of legal matters of the Society that might arise during the course of this project.

5.57 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.

- a. 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 of the threat of any of the foregoing.
- b. Acts of God and earthquakes in Maharashtra, and
- c. 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."

5.58 WORKMEN:

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.

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.

The Developer shall provide medical facilities at the site as may be prescribed by the Managing / Redevelopment 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.

5.59 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.

5.60 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 / Redevelopment 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 / Redevelopment 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.

5.61 MISCELLANEOUS:

- a. The Developer shall provide separate electrical metered connections for each residential flat. The permission from MSEDCL 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.
- b. 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 / Redevelopment Committee as well as the Local Municipal Authorities by the Developer. The charges for these sanctions shall be borne by the Developer.
- c. 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.

d. 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.

e. 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 occupants become members of the Society.

f. 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.

g. Failure of the Developer to complete the works within the above-mentioned time limits shall render him liable to pay liquidated damages.

h. 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.

i. 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 / Redevelopment Committee Fresh Performance Guarantee failing which, the Managing / Redevelopment Committee shall be entitled to terminate this agreement in accordance with the provisions of this contract.

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.

j. The Developer shall request the Managing / Redevelopment Committee to issue a certificate of completion of works along with no claims certificate. After receipt of such request the Managing / Redevelopment 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 / Redevelopment 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.

5.62 LIQUIDATED DAMAGES FOR DELAY

a. 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 of 0.5% 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.

b. 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.

5.63 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.

5.64 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 within a re 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.

5.65 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.

5.66 GENERAL SPECIFICATIONS FOR QUALITY OF MATERIALS:

All materials for incorporation into the works shall be of the best quality of their respective kinds as specified herein and shall be obtained from sources and suppliers approved by the Employer/Engineer and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid in this Specification, with the requirements of the latest edition of the relevant. Indian Standards approved by the Engineer.

5. 66.1 Inspection and Testing

All materials before being incorporated into the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the specifications. The cost of all tests required by these Specifications or approved standards shall be borne by the Developer. No material shall be used in the works unless they have first been approved by the Society's Architect/PMC Engineer or his Representative.

5. 66.2 Samples

Samples of all materials proposed to be used or incorporated in the works and to be supplied by the Developer may be called for at any time by the Society Architect/ PMC's Engineer or his Representative.

5. 66.3 Independent Tests

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or Analyst appointed by the Engineer/Employer in order to check the supplier's works tests and analysis. The developer shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer.

Should the result of any test be found to be unsatisfactory to the Society's Architect/ PMC's Engineer or his representative, the materials represented will be rejected.

Society shall have the full right, without any reservations; to change the developer if above situation arises.

5. 66.4 Other Details:

- a. The Developer shall apply for all permissions in the name of the Society through PMC/its Architect and consultants.
- b. Professional fees of the PMC and all other consultants shall be borne and paid by the Developer

5.67 ARRANGEMENT OF SECURITY AND SAFETY:

The developer shall take all the necessary precautions during the entire project regarding the life and property of the members of the Society and the third parties. He will ensure life of the entire workmen, who would be engaged by the developer or his Agency/Sub contractor/Nominee.

6. ELIGIBILITY

Eligibility Criteria for the Bidder (Developer/Builder):

All the below-mentioned documents and details must be enclosed in Envelope No. 1 – Technical Bid. The bidder shall be considered technically qualified only upon fulfilment of the following criteria:

- Project Experience:

Bidder must have successfully completed a **minimum of 20 projects** in Navi Mumbai. (with CC & OC)

- Unit Completions Record:

Bidder must have achieved cumulative completion of **at least 1,500 flats** in Navi Mumbai till date. (with CC & OC)

- Solvency Certificate:

Bidder must submit a valid Solvency Certificate of **₹100 Crores**, issued by a nationalized or scheduled bank.

- Ongoing Construction:

Bidder must currently have a **minimum of 12,00,000 sq. ft.** of built-up area under construction. (with CC)

- Partner Credibility:

Bidder must submit details of all key partners/promoters and their credentials, including relevant experience and financial background.

- Approval Compliance:

Bidder must have obtained **Commencement Certificate (CC)** and **Occupancy Certificate (OC)** for all completed projects to date.

- Industry Membership:

Bidder must be a registered and active member of at least one of the following organizations:

1. BANM (Builders Association of Navi Mumbai)
2. MCHI (Maharashtra Chamber of Housing Industry)
3. CREDAI (Confederation of Real Estate Developers' Associations of India)

- Financial Turnover:

The combined turnover of the group of companies to which the bidder belongs must be a **minimum of ₹500 Crores** (as per the latest audited financials).

- Amenities Experience:

Bidder must have successfully completed a **minimum of 2 projects** that include amenities such as a swimming pool, clubhouse, and other lifestyle facilities.

- Construction Volume:

Bidder must have completed a **minimum of 25,00,000 sq. ft.** of construction (cumulative built-up area).

- Land Asset Holding:

Bidder must possess land assets worth a **minimum of ₹200 Crores**, located within NMMC jurisdiction, which are free from any encumbrances or mortgages.

- RERA Compliance:

The bidder must not be blacklisted, declared a defaulter, or have any adverse orders passed against them under RERA (Real Estate Regulatory Authority).

7. TERMS & CONDITIONS

The Successful Participant shall comply with the following terms and conditions while undertaking the Redevelopment Project of the Society Plot and Society Buildings:

A. Pre-Commencement Procedure:

1.1 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 The Development Agreement shall also include drafts of the PAAA between the Member and Developer for Society's Area, Member's Flat/Shop Area including the Existing Carpet Area Occupied by the Member, Additional Purchased Area by the Member.

1.10 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.

1.11 The Development Agreement shall also include drafts of Individual Consent Letters to be given by each Member.

1.12 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.

1.13 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.

1.14 The Developer shall bear all costs of litigation and financial liability pertaining to the society after the completion of procedure of 79A.

1.15 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 flat 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.

1.16 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.

1.18 The Society in its Special General Body 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.

1.19 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.

1.20 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.

1.21 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.

1.22 Each existing member of the Society should stand to receive a new tenement (residential flat) free of cost from the Developer. All shall be shared in the same building which will have sale component flats with same specifications and amenities of such finishes, to be compulsorily provided by the Developer as listed in the Tender document.

1.23 Existing members (88 Residential) to be accommodated.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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 flat / room will be as per UDCPR, for the carpet area provided in the room.

1.29 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.

1.30 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.

1.31 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.

1.32 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.

1.33 In addition to the above, and matters stated hereinafter, the Developer in lieu of the hardship incurred by the Existing Members of the Society in the process of Redevelopment, shall offer a Hardship and Inconvenience Allowance (at a rate of Rs. Per Square feet of Existing Carpet Area Occupied by the Members to all the Existing Members of the Society.) This allowance shall be paid to the existing Society members by the Developer, as per mutually agreed terms and

conditions. 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.

1.34 In case the Developer's proposal requires existing members to shift their residence to a temporary location out of site, the Developer shall pay Rent at a per month **Rs. 30,000/-** (with Rs. 5000/- increase per year) or the revised Rent rate applicable at the time vacating the flats plus 10% hike per year of members, Packing and to and fro Transportation at **Rs. 15,000/-**, Deposit **Rs.1,00,000/-** & Brokerage allowances of **Rs. 30,000/-**, separately, all quoted at a fixed rate per square foot of existing carpet area occupied by the members. These allowances shall be paid to the existing Society members by the Developer, as per mutually agreed terms and conditions 10% escalation clause for rent and brokerage every year minimum two times shifting/transportation of change of place till peaceful possession of redeveloped flats/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.

1.35 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:

2.1 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.

2.2 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.

2.3 The Developer shall cause such final plans and drawings to be duly approved from NMMC and shall obtain IOD, to commence the construction of the Redevelopment Project.

2.4 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.

2.5 The Society shall thereafter proceed to issue allotment letters of flats/shops in respect of Members Flat/Shop Area to each member of the society in accordance with the terms and conditions of the Re- Development Agreement.

2.6 The Society and the Developer shall execute PAA with each member of the society inter-alia setting out the allotment of the Member Flat/Shop Area to respective member of the Society, as per the terms and conditions of the Re-Development Agreement.

2.7 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.

2.8 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.

2.9 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 flat/shop to the Society to enable the Society to hand over the same to the Developer.

2.10 On receipt of the possession of such existing flat/shops from such members of the society, the Developer shall proceed to commence the construction by obtaining C.C. up to Plinth Level 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.

2.11 The Developer shall not be entitled to deal with Sale Component or the Developer shall be restricted to sale of new flats until all the approvals are obtained from all authorities and till the construction work has reached the Plinth Level of society building or buildings.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 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.

2.20 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.

2.21 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/them 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.

2.22 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 flats. This shall include all approach roads, waterlines, sewerage lines, storm water drains etc. as required for human occupation.

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 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.

2.31 The cost of making any test as instructed by the PMC shall be borne by the Developer.

2.32 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.

2.33 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, 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

2.34 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.

2.35 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.

2.36 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.

2.37 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.

2.38 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.

2.39 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.

2.40 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.

2.41 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.

2.42 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.

2.43 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.

2.44 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.

2.45 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.

2.46 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.

2.47 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.

2.48 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.

2.49 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.

2.50 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.

2.51 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.

2.52 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.

2.53 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.

2.54 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.

2.55 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.

2.56 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.

2.57 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.

2.58 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.

2.59 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.

2.60 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.

2.61 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.

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

2.63 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 Flat/Shop Area 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.

2.64 The Society / 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:

3.1 The Developer should submit 'AS Built' Drawings after completion of construction work before receipt of Full Occupation Certificate.

3.2 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.

3.3 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.

3.4 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 Flat/Shop Area completely as per the Redevelopment Agreement and issue certification of the same prior to possession of flat being given to the Members of the Society.

3.5 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 Flat/Shops 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.

3.6 The Developer shall first handover the possession of the Society's Area and Members Flats/Shops area to the Society and its Members and thereafter shall handover the possession of the Sale Component to its prospective purchasers.

3.7 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.

8.3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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:

4.1 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.

4.2 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.

4.3 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.

4.4 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.)

4.5 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.

4.6 In the event of termination, the Limited Power of Attorney will also stand terminated on the termination of the Redevelopment Agreement.

4.7 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:

6.1 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 flats, respectively.

6.2 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.

6.3 The New Members shall be inducted by the Society only after:

- a. the possession of all the member flats/shops 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.

8. SPECIFICATIONS OF WORK

A. TECHNICAL SPECIFICATIONS (GENERAL)

Water:

- Water to be used in the work shall be clean and free from injurious amounts of deleterious materials such as acid, alkali, salt and vegetable growth. Potable water is generally considered satisfactory for use in the work.
- If required by the Society's Architect/ PMC, the Developer shall to get the water tested at his own expense for its suitability from approved laboratory.
- If the water is found to contain any sugar or an excess of acid, alkali or salt the Society's Architect/ PMC may refuse to permit its use.
- The pH value of water shall be not less than 6 and as far possible neutral.

Cement:

- The cement to be used shall be fresh ordinary Portland cement/blended cement confirming to IS specifications for different types and shall be obtained from authorized sources. The cement shall be stored in weatherproof area and on dry platform and shall be well protected from rain and moisture.
- The Developer shall keep accurate records of all deliveries of cement and its use in the work. Cement shall be used in the sequence in which it arrives in order that no cement shall be unnecessarily stored for a long period, if cement turns into lumps due to moisture, it shall not use for the entitled work and be removed from the site immediately.
- Batch certificate shall be obtained from the manufacture for each separate batch.

Sand: (Fine Aggregate)

- Sand shall mean fine aggregate and shall confirm to IS 383/1970.
- In addition, the sand as per IS 2116 and IS 1542 shall be used for the respective works.
- It shall be clean, sharp, strong, and granular and composed of hard siliceous material. The sand shall not contain more than 5% by the volume of silt

as determined by filled test with measuring cylinder. The sand containing more than 5% of silt content shall be brought within the limit by washing.

- Crushed/Machine made sand may be acceptable, if approved by the PMC.
- Account for bulking shall be made while volume batching.

Lime and Neeru:

- Lime and neeru used shall conform to IS Standards. Neeru prepared and stored for more than 15 days shall not be used.

Metal (Coarse Aggregate):

- Metal shall mean coarse aggregate and shall generally conform to the requirements of IS 383/ 1970.
- It shall consist of hard stone free from deleterious substance and shall contain no flat or elongated pieces.
- If required by the Society's Architect/ PMC, they shall be screened and/or washed and dried before use, without any extra cost. The Developer shall include in his price the cost of screening, washing and grading the aggregates

Classification:

- Metal No. 1 shall be aggregate, which shall pass through 12 mm mesh but not through 6 mm mesh.
- Metal No 2 shall pass through 25 mm mesh but not through 12 mm mesh.
- Metal No.3 shall pass through 50 mm mesh but not through 25 mm mesh

Stones:

- Stones to be used in the masonry shall be trap, granite, gneiss, quartzite, laterite or any other type of good stones that may be specified in the item. The stone of the required quality shall be obtained from quarries specified in the contract or quarries approved by the Society's Architect/ PMC.
- Laterite stone should be compact in texture. The mottled and streaked colours pervading it should be evenly distributed. Laterite stones exposed to weather to harden for some time should be preferred.
- Quality of face stones- The stones to be used in the face shall be tough, hard, dense, sound and durable, resistant to weathering action, reasonably fine

grained uniform in colour and texture and free from seams, cracks or other defects which would adversely affect their strength, durability or appearance. The exposed face shall be entirely free from any type of discoloration. Stones shall generally be freshly quarried, clean faced and sharp edges all around and shall be of such a character that it can be worked to such lines and surfaces, whether curved or plane as may be required. Size and shape of stones shall be as per the requirements of each item.

- Quality of rubble stones shall be of approved quality, sound, hard, dense and durable, free from segregation, seams, cracks, weathered their soundness and strength.
- Samples: Samples of stones to be used in the work shall be got approved by the Society's Architect/ before the work is started.

Reinforcement Steel:

The type of reinforcement used shall be as follows:

- Mild Steel bars conforming to Grade I of IS: 432 (Part 1) 1966
- Cold Twisted High Yield Deformed Bars conforming to IS: 1139-1979. The pitch of twist shall be 10 to 12 times the diameter of the bars and shall preferably bear the Manufacture's identification mark.
- Welded fabric and or wire mesh conforming to IS: 1566 made out of high tensile wires electrically welded together. Either galvanized or plain M.S. Welded wire fabric shall be used of specified opening and gauge. Wire mesh shall be of minimum 24 gauge and shall be secured tightly to the surface.
- All the reinforcements shall be clean and free from dirt, oil, paint, grease, mill scale or loose or thick rust at the time of placing.
- All the reinforcements shall be coated with fusion bonded epoxy conforming to IS code 13620: 1993 epoxy chemical
- The developer shall produce a test certificate whenever demanded by the Society's Architect/ PMC. If independent tests are considered necessary, they shall be carried out according to IS 1521 and 1608.
- Reinforcement steel shall be stored above ground surface and shall be protected as far as practicable from surface deterioration by direct contact with undesirable elements or exposure to conditions producing rust and corrosion.

- When required to be measured, measurement shall be by weight with tons as the unit. The bars may be directly weighed or the weights shall be calculated according to standard unit weights.

Mild steel Binding Wire:

- The mild steel wire shall be of 16 or 18 gauge and shall conform to IS: 280. It shall be free from rust, oil, paint, grease, loose mill scale or any other undesirable coating which will prevent adhesion of cement mortar.
- The wire coils shall be free from rust or corrosion.
- No measurements will be taken of the wire used for tying reinforcement bars. The rate for reinforcement steel and its fabrication shall include the cost of the binding wire.
- Binding wire shall be coated with anti-rust epoxy chemical

Structural Steel:

- Only TATA toroidal steel rods to be used. All structural steel used shall conform to be 226 - 1975 before fabrication. Any structural steel other than that specified may also be used if the permissible stresses and other design provisions are suitably modified and steel is suitable for the type of fabrication adopted.
- Bolts and Nuts shall conform to IS: 1363-1967, IS: 1364-1967; IS: 1367-1967, IS: 3640-1967; IS: 6623-1972 and IS: 6639-1972 as appropriate.
- Covered electrodes for welding shall conform to IS: 814 (part - I) - 1974, or IS: 1395- 1971 as appropriate.

Bricks:

- The bricks used shall be first class bricks locally available and shall generally conform to requirements of IS 1077-1970
- The bricks shall be burnt, table moulded and of uniform shape and size.
- The brickbats after immersion in water for 24 hours shall not absorb water more than 20 % of its weight when oven dry.

Timber:

- The specification covers the requirement of good quality for various works, when the kind of wood is not specially mentioned; good Indian teak alone shall be used.
- Timber to be used in building works shall be from the heart of a sound tree of mature growth. It shall be uniform in substance, straight in fibre and free from large loose knots, flaws, shakes, warp, cup, spring, twist, bends or defects of any kind. It shall be free from spongy, brittle, flaky or brushy conditions. All timber shall be seasoned and free from decay, rot, harmful fungi and insect attacks or any other damages which will affect the strength, durability, appearance or its usefulness for the purpose for which it is required.

Plumbing and Sanitary Fittings

- Cast Iron pipes: - The diameter of the iron pipes specified in the wording of the item shall be the inside diameter of the bore of the pipes and the pipes shall confirm to IS 1729.
- Galvanized Iron Pipes: - The galvanized iron pipes shall be of the type and diameter specified in the wording of the item and shall comply with IS 1239. The specified diameter of the pipes shall refer to the inside diameter of the bore of the pipes. Heavy type (C class) galvanized iron pipes shall be used. Clamps, Screws and galvanized iron fittings shall be of standard type to match the pipe.
- PVC Pipes: - The PVC pipes specified shall confirm to IS 13592 and designed to withstand continuous hydraulic pressure of 6 Kg/ cm²

Admixtures:

- Admixture must be strictly used as per the manufacturer's guidelines and specifications. The use of admixtures containing Calcium Chloride, Fluorides, Nitrates and Sulphates is prohibited. PM C's decision on all matters relating to the use of admixture shall be final.
- Admixture which has deteriorated or which has been contaminated or damaged whether during transit or at site shall not be used and shall be immediately removed from the site and replaced at Developer's-expense.

Storage of Materials:

- Storage of materials shall be as per IS: 4082

B. APPLICABLE CODES AND SPECIFICATIONS

The following specifications, standards and codes; are made part of this contract document. All standards, specifications, codes of practice referred to herein shall be the latest editions/revisions including all applicable official amendments, revisions and all relevant parts. In case of discrepancy between the Annexed specification and those referred to herein, the former shall govern:

IS:CODES	DESCRIPTION
Excavation and Earthwork	
IS3764	Safety code for excavation work
IS4081	Safety code for blasting and related drilling operations.
IS10379	Code of practice for field related to moisture and compaction of soils for embankment and sub - grade
IS783	Code of practice for laying of concrete pipes
IS3385	Code of practice for measurement of Civil Engineering works
IS2720	Determination of Water Content/Dry Density

Concrete and Allied Works	
IS8112 / 12269	Ordinary Portland cement (M 43 and M 53 grade)
IS8042	White Portland cement
IS1489	Portland- Pozzolona cement
IS 383	Coarse and fine aggregates from natural sources for concrete
IS 2386	Methods of test for aggregates for concrete
IS 2430	Methods of sampling of aggregates for concrete
IS 4925	Concrete batching and mixing plant.
IS 10262	Recommended guideline for concrete mix design
IS 456	Code of practice for plain and reinforced concrete
IS1199	Methods of sampling and analysis of concrete
IS 516	Methods of test for strength of concrete
IS 3370	Code of practice for concrete structures for the storage of liquids
IS 2571	Code of practice for laying in - situ cement concrete flooring
IS 2645	Integral cement waterproofing compounds
IS 4990	Plywood for concrete shuttering work
IS 1786	High strength deformed steel bars and wires for concrete reinforcement
IS 432	Mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement
IS 1521	Methods for tensile testing of steel wire
IS 1608	Method of tensile testing of steel products
IS 2502	of practice for bending and fixing of bars for concrete reinforcement
IS 2571	Code of practice for welding of mild steel plain and deformed bars for reinforced concrete construction
IS 8989	Safety code for erection of concrete framed structures
IS 3696	Safety code for scaffolds and ladders
IS 3558	Use of Immersion Vibrators for Consolidating Concrete
IS 3025	Methods of Sampling and Test (Physical and Chemical) for water used in Industry.
IS 2722	Portable Swing weigh batchers for concrete (Single and double bucket type)
IS 2506	Screen Board Concrete Vibrators
IS 1791	Batch Type Concrete Mixers
IS 1489	Portland Pozzolona Cement (PPC)
IS 8112	Ordinary, Portland Cement (OPC) Grade 43Cement
IS 4634	Method of Testing Performance of Batch - type Concrete Mixers
IS 4326	Earthquake resistant design and construction of building
Masonry Work	
IS 1077	Common burnt clay building bricks
IS 3495	Methods of tests for burnt clay building bricks
IS 5454	Methods of sampling of clay building bricks
IS 2212	Code of practice for brick work
IS 1597	Code of practice for construction of stone masonry
IS 2572	Code of practice for construction of hollow concrete block masonry
IS 2250	Code of practice for preparation and use of masonry mortars
IS 1905	Code of practice for structural safety of building, masonry

IS 2645	Integral cement water proofing compounds
IS 2116	Sand for Masonry Mortars
IS 2394	Code for practice for application of lime plaster finish
	Plastering & Pointing
IS 1542	Sand for plaster
IS 1661	Code of practice for application for cement and cement lime plaster finishes
	Paving, Floor, finishing and Dado
IS 6509	Code of practice for installation of joint in concrete pavements
IS 1237	Cement concrete flooring tiles
IS 1443	for laying and finishing of cement concrete flooring tiles
IS 777	Vitrified tiles
IS 2114	Laying in situ terrazzo floor finish - PAVERS
IS 2571	Laying in situ concrete flooring- PAVERS
	Door, Windows and Ventilators :
IS 4021	Timber door, window and ventilator frames
IS 1003	Timber paneled and glazed shutters
IS 2191	Wooden flush door shutters (cellular and hollow core type.)
IS 2202	Wooden flush door shutters (solid core type).
IS 2338	Code of practice for finishing of wood and wood based materials
IS 1948	Aluminum doors, windows and ventilators --U.P.V.C
IS 1949	Aluminum windows for industrial buildings- U.P.V.C
IS 3548	Glazing in building
IS 4020	Methods of tests for wooden flush door: type tests
IS 5807	Method of test for finishes for wooden furniture
	Painting :
IS 2395	Code of practice for painting, concrete, masonry and plaster surfaces
IS 2933	Specification for enamel, synthetic, exterior, type - II
IS 2932	Specification for enamel, synthetic, exterior, type - I
	Miscellaneous Work :
IS 6313	Code of practice for anti - termite measures in buildings
	Road works :
IRC 37	For concrete roads
IS 73	Paving Bitumen
IS 215	Road Tar
IS 217	Cutback Bitumen
IS 383	Coarse and fine aggregates from natural sources for concrete
IS 458	Pre-cast Concrete pipes (with and without reinforcement)
IS 460	Test Sieves
IS 2386	Methods of test for aggregates for concrete
IRC 19	Standard specification and code of practice for water bound Macadam
	Sanitary, Water Supply and Drainage Works :
IS 2556	Vitreous Sanitary appliances (Vitreous chine)
IS 5329	Code of practice for sanitary pipe works above ground for buildings Cast iron brackets and supports for wash basins and sinks
IS 3486	Cast iron spigot and socket drain pipes
IS 782	Caulking lead
IS 651	Salt glazed stoneware pipes and fittings

IS 5961	C. I. Gratings for drainage purposes
IS 1230	C. I. Rain water pipes and fittings
IS 554	Dimensions for pipe threads where pressure tight joints are made on threads
IS 781	Cast copper alloy screw- down bid taps and stop values for water services
IS 774	Flushing cisterns for water closets and urinals
IS 2470	Code of practice for installation of septic tanks
IS 2065	Water supply in buildings
IS 1172	Basic requirements for water supply, drainage and sanitation
IS 771	Glazed earthen ware sanitary appliance
IS 1172	Basic requirements for water supply, drainage and sanitation
IS 1742	Building drainage
IS 5219	'P' and 'S' traps. (Part I).
General	
IS 1200	Method of measurement of building and civil engineering works
IS 4326	Code of practice for earthquake resistant design and construction of buildings
IS1893	Criteria for earthquake resistant design of structures

C. TECHNICAL SPECIFICATION (DEMOLITION AND DISMANTLING)

General Specification for Safety

- The developer shall provide shoring, necessary barriers, warning signals, and other safety measures while carrying out all the external work or wherever otherwise necessary to avoid accidents. He shall also provide and maintain at his cost all lighting, watching, fencing and security whenever and wherever necessary or as directed by the Society's Architect/ PMC or by the duly constituted authority for the protection of works and the safety and convenience members and others.
- There shall be maintained in a readily accessible place first aid box including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a hospital without loss of time whenever required. The name, address and telephone numbers of the nearest hospital and of police station having jurisdiction on the site shall be conspicuously displayed in the site office permanently.
- Suitable and strong double scaffolds with adequate handrails and safety belts, helmets etc. shall be provided for all workmen, supervisors, and engineers for all works that can't be done safely from ground.

- No portable single ladder shall be of more than 5m lengths. The width between the side rails shall be less than 30 cm and distance between two adjacent rungs shall not be more than 30 cm. Whenever a ladder is used, an extra labour shall be engaged in holding the ladder.
- Any excavated material shall not be placed within 2m of the edge of the pit/trench. All pit/trenches shall be provided with necessary shoring, fencing, lighting etc.
- Workers engaged in mixing and handling materials such as cement mortar or concrete shall be provided with protective footwear and hand gloves.
- No floor, roof or other part of the structure shall be overloaded with debris to render it unsafe.
- Those engaged in welding works shall be provided with Welder's protective eye shields and gloves.
- Hoisting machines and tackle used in the works including their attachments, anchorage and supports shall be in perfect condition and they shall be checked/ serviced periodically and also before any major use. The ropes used in hoisting or lowering material, as the means of suspension shall be of durable quality and adequate strength and free from any defects.
- List of all the safety equipment with quantities shall be prominently displayed in the site office and updated regularly.

Scaffolding

Conventional Scaffolding shall be of H frames/vertical members of steel pipes spaced and filled by suitable horizontal/ cross members secured to each other firmly by clamps or some such sturdy arrangement. Bamboo scaffolding tied with coir string shall be used only if specifically permitted by the Society's Architect/ PMC. This scaffolding shall be erected in two rows both connected and braced properly and secured by connecting with the members of permanent structure. No holes shall be permitted in external brick work. To reduce the height of falling debris, intermediate platforms on the scaffolding shall be erected. Access for labour and staff to the platform from the rooms at the relevant levels will be given, if permitted by the Association's/ occupants.

Demolition or breaking

The structure shall be dismantled carefully and the materials removed without causing damage to the serviceable materials to be salvaged, the part of the structure to be retained and any properties or structures nearby. Any avoidable damage to articles to be salvaged and part of the structure to be retained and, any damage to nearby property or structure shall be made good by the developer without extra claims. The developer shall be responsible for any injury to the workers or the public because of negligence from his end. Gas cutting, if required, may be resorted to with the written permission of the Society's Architect/ PMC. In such a case gas cutting shall be carried out as directed and specified by the Society's Architect/ PMC.

All gas cutting operations shall be finished before the new construction is commenced. Equipment or methods which might damage members, portions of the structure to be preserved or adjacent construction or structure shall not be used. If sewers or drains are removed or disturbed, the developer shall at once remove the foul matter. If sewers or drains have to be temporarily removed, the developer shall provide temporary passage for the flow and re do the sewer or drain without extra claims.

Disposal

All materials obtained from the removal of structures shall be immediately removed from the site. Till the time they are removed, the structures shall be stacked, neatly in such a manner as to avoid deterioration and in a safe place. Unless otherwise provided, excavated materials shall be used in backfilling excavation made in removing the structure.

Final Clearance

All rubbish shall be cleared off the site and the ground left clean and clear. Any damages caused during the operation shall be made good.

Responsibilities

The developer shall be responsible for:

- a. Keeping intact the portion not to be removed.
- b. Stacking neatly and safe custody of the salvaged materials till handing over to the Association.
- c. Disposal of unserviceable material and its consequences.

- d. Damages to nearby property and injury to workers and public due to his operations.

D. TECHICAL SPECIFICATION (EXCAVATION AND RE- FILLING)

General

The excavation will generally refer to open excavation wet or dry.

1. Clearing site

The site on which the structure is to be built as shown on the plan and the area required for setting out other operations should be cleared and all obstructions, loose stones, and old concrete foundation or debris, materials and rubbish of all kinds, stumps, brush wood and trees removed and directed roots being entirely grubbed up.

2. Setting Out

After clearing the site, the centre lines/ grid lines will be given by the Society's Architect/ PMC and it will be the responsibility of the developer to install reference marks, bench marks etc. and maintain them as long as required. Labour, material etc., required for setting out establishing Bench Marks and other reference marks shall be arranged by the developer at his own cost.

3. Excavation

Foundation excavation shall include removal of all materials of whatever nature whether wet or dry, necessary for the construction of foundation and substructure exactly in accordance with the lines, levels, grades and curves shown on the plans or as directed by the Society's Architect/ PMC. The Developer shall, at his own cost, do the necessary shoring or cutting of slopes to a safe angle or both, as approved by the Society's Architect/ PMC when strata needs such treatment.

4. Preparation of foundation footing

The bottom of the foundation shall be levelled both longitudinally and transversely or stepped as directed. Before footing is laid, final surface should be slightly watered and rammed. If any soft patches come to light on inspection or ramming, these shall be dug out and dealt with as advised by the Society's Architect/ PMC. The elevation of the bottom of foundation shown on the plan

will be considered approximate only and the Association/PMC/ Society's Architect may order such changes in the dimensions and elevations of foundation as may be deemed necessary to secure satisfactory foundation. After each excavation is completed the developer shall notify the Society's Architect/ PMC to that effect and no footing will be allowed to be laid until the PMC has approved the depth and dimensions of excavation and/or measurements are recorded.

5. Shoring

Excavation of slopes to prevent falling in of sides or providing, fixing, maintaining and removing shoring, bracing, etc. shall not be paid for. The developer would be responsible for the design of shoring for the excavation to be properly upheld.

6. Protection

All frequented places of excavation shall be strongly fenced and marked with red lights at night, in place of watchman, to avoid accidents. Adequate protective measures shall be taken to see that the foundation excavation does affect or damages adjoining structures.

7. Disposal of excavated materials

No materials excavated from the foundation trenches, of whatever kind they may be, are to be placed even temporarily nearer than 1.5 Mor greater distance prescribed by the Association/ Society's Architect/ PMC from the outer edge of excavation Materials suitable and useful for backfilling or other use shall be stacked in convenient places but not in such a way as to obstruct free movement of men, animals and vehicles or encroach on the area required for construction purpose. For backfilling, the materials shall be placed in 15 cm (6" approx.) to 20 cm (8") layers, moistened and well compacted. Materials not useful in any way shall be disposed of as directed by the Society's Architect/ PMC.

8. Dewatering

The excavation rate would include bailing or pumping out all water which may accumulate in the excavation during the progress of the work from seepage, springs, rain or any other cause and diverting surface flow if any, by bunds or other means.

9. Slips and blows

If there are any slips or blows in the excavation, they shall be removed by the developer without cost to the Association so as to provide the correct dimensions required for the foundation.

10. Blasting

- a. General: Blasting shall be carried out only with the written permission of the Society's Architect/ PMC. All the laws, regulations, rules etc. pertaining to the acquisition, transport, storage, handling and use of explosives shall be rigidly followed.
- b. Materials, tools and equipment: The black powder, explosives, detonators, fuses, tamping materials, electrical firing equipment, if used, tools for drilling holes and tamping shall be subject to the approval of the Society's Architect/ PMC. The Society's Architect/ PMC may specify type of explosives to be allowed in special cases.
- c. Personnel: The blasting operation shall remain in charge of competent and experienced supervisor and workmen who are thoroughly acquainted with the details of handling explosives and blasting operations.
- d. Blasting operation: The blasting shall be carried out during fixed hours of the day preferably, during the mid-day lunch hours or at the close of the work as ordered in writing by the Society's Architect/ PMC. Red danger flags shall be displayed prominently in all directions during the blasting operations. People except those who actually light the fuse shall be prohibited from entering into this area. A standard mode of measurement of soil/hard rock excavation should be disclosed in advance.
- e. Accidents: The developer shall be solely responsible for any accident during the entire procedure of handling explosives and blasting and shall pay necessary compensations to persons affected or damage to lands or property etc. due to the blasting without any extra claims from the Association.

11. Classification:

The classification of the excavation would be decided by the Society's Architect/ PMC and his decision shall be final and binding on the developer. Merely the use of explosives in excavation will not be considered a reason for higher classification unless blasting is clearly necessary in the opinion of the Society's Architect/ PMC.

12. Filing in with Murum or selected earth

Murum or selected earth shall be hard and of approved quality. Only freshly quarried Murum or selected earth shall be used on the work and in no case shall disintegrated material be used. On the cleaned site, Murum or selected earth shall be spread in 150 mm thick layers consolidated at optimum moisture content till full compaction is attained by heavy hand rammers road rollers or other approved means. The finished surface shall be levelled and shall follow the gradient or levels of the base of flooring. Flooding with water for compaction will not be allowed.

13. Sand filling

Sand required for filling plinths, ramp etc. shall be clean and coarse and generally obtained from the local source unless found to be unsuitable. It shall not contain more than 10% of clay or silt. The sand approved by the Society's Architect/ PMC shall be filled in the plinth, ramps, etc. as shown on the drawings and as directed by the Society's Architect/ PMC. The sand shall be hydraulically compacted. Sand shall be compacted to the maximum dry density by flooding with water and tamping with heavy hand rammers. The total compacted thickness of the sand layer shall be as shown in the drawings or as directed by the Society's Architect/ PMC at Site. Item to include providing filling, watering and compacting the sand in layers in plinths, ramps etc., as detailed above and all incidental labour, material and tools etc., as detailed above and required for the satisfactory completion of the work.

14. Rubble Packing - General

The developer shall furnish all labour materials, tools and services necessary to complete all rubble packing in accordance with the drawing and as specified herein.

15. Materials:

The rubble stones shall be sound, hard and durable. They shall have at least one dimension equal to the thickness of rubble packing and shall in any case, be not less than 15 cm in any direction. The stones shall be less than thickness of rubble packing placed vertical with the smaller face of the two ends at the top. All interstices between stones shall be filled in solid with well driven stone chips and the surface shall be made uniform with sand. The surface shall be formed to such slopes as directed by the Society's Architect/ PMC. The rubble packing shall be thoroughly consolidated and sprinkled with water, if required by the Society's Architect/ PMC. The depth of the rubble packing shall be taken as consolidated

depth. The concrete for flooring shall be laid over rubble packing only after the Society's Architect/ PMC issues the order to that effect.

16. Bitumen Sand Pad

The bitumen carpet shall consist of 75 mm minimum thick layer of Bitumen

- Sand (of fitness modulus 3.5 max) mix made by thoroughly mixing clean, coarse and dry sand with cut back bitumen (30/40 grade) heated to around 93 degrees C, the proration being 80 to 100 kg. of bitumen per cubic meter of sand. The surface shall be lightly rolled and properly graded.

17. Dewatering

- a. General: The foundation trenches and the building area shall be kept dry by resorting to pumps alone or in combination with manual labour for bailing out water with buckets etc. or any other satisfactory method. The method to be adopted shall be entirely left to the choice of the developer, provided dewatering is carried out satisfactorily and the scheduled program is adhered to. The developer shall plan construct and maintain satisfactorily safe and fool proof arrangement for dewatering to ensure safe foundation excavation and laying concrete and masonry in the dry. The developer shall supply details of his proposal for approval of the Society's Architect/PMC but such an approval will, in no way, relieve the developer from his responsibility for the adequacy of dewatering arrangement and for the quality and safety of the work for all of which the developer shall be solely responsible. Excavation items include cost of dewatering. Pits should be checked for underground spring tidal or river seepage. Cement grouting or other approved methods may be used by the developer at his discretion and cost to prevent or reduce seepage and to protect the area to be excavated if the soil is porous.
- b. Pumping: Adequate pumping arrangements shall be made for dewatering foundation trenches and pools in the building area and keeping the same dry while excavation, masonry or concreting is in progress and till the mortar has sufficiently set. Pumps of required capacity and in required number and stages shall be provided to ensure the above. Pumping shall be done outside the excavation as necessary, in such a manner as to preclude the possibility of movement of water through any fresh concrete or masonry and washing away parts of concrete or mortar. No pumping shall be allowed during laying of concrete or masonry and for a period of at least 24 hours thereafter unless it is done from suitable pump separated from concrete or masonry by

effective means. Pumping shall be done in such away as not to cause damage to the work or adjoining property by blows, subsidence etc. The developer shall make his own arrangements for necessary labour, materials, pumps, engines, well point and other suitable machinery and device required for successful execution of the item of dewatering.

- c. Shoring etc.: Staging, shoring, strutting, sumps and other protective works required for facility of dewatering shall be designed and put up by the developer to ensure full safety to the work, workmen, machinery and property and shall be removed after they have served their purpose in a manner and to the extent directed by the Society's Architect/PMC. The developer shall be responsible for all damage and injury caused by the execution of this item.
- d. Disposal of Water: The water from the excavated trenches shall be disposed of in the manner detailed below or in any other manner in conformity with the rules in force and approved by the Society's Architect/PMC:
 - In case the area is developed, such as cities, which are severed to have open gutters along the roadside, the water may be led to the nearest such gutters or sewers.
 - In undeveloped area such as countryside where severing system has not been introduced, the water may be led to the nearest natural drain or pond through properly laid and dug channels through pipes.
 - The Developer shall be responsible for all incidental formalities like obtaining permission of local bodies (NMMC or Local Governing Body) and persons concerned to lead the water to the open or underground sewers or digging up channels, make use of lands and properties owned by private persons or public etc. and for the damages caused in the operation of this item.

18. Stone Pitching

- a. General: where the pitching is required to be provided with stone it shall confirm to the following specifications:
- b. Stone: The stone shall be good, hard, quarry or boulder stones such as will not weather on the surface. It shall be roughly hewn or squared with the hammer to ensure the stones fitting fairly one on the other so as not to expose the earth
- c. Laying: The stone is to be laid with their broad faces downwards and firmly bedded on a layer of Murum, gravel, at least 150 mm in thickness. They are

to be packed against each other with the hammer or mallet so as to fit closely. No pinning is to be allowed between the side and stone and the use of chips should be confined to hollows and inequalities in the bed and for packing after the stones are laid on the surface to form a uniform slope.

- d. Slope: slope should be maintained as per requirements. The surface of the work after completion should be fairly uniform.

D.1 TECHNICAL SPECIFICATION: PILING

1. Steel

Reinforcement steel shall be any of the following:

- a. Mild steel and medium tensile steel bars conforming to IS 432 (Part1),
- b. High strength deformed steel bars conforming to IS 1786, and
- c. Structural steel conforming to IS 2062.

2. Concrete

- a. Consistency of concrete to be used for driven cast in-situ piles shall be consistent with the method of installation of piles. Concrete shall be so designed or chosen as to have a homogeneous mix having a slump/workability consistent with the method of concreting under the given conditions of pile installation.
- b. The slump should be 150 to 180 mm at the time of pouring.
- c. The minimum grade of concrete to be used for piling shall be M 25. For sub aqueous concrete, the requirements specified in IS 456 shall be followed. The minimum cement content shall be 400 kg/m³. However, with proper mix design and use of proper admixtures the cement content may be reduced but in no case the cement content shall be less than 350 kg/m³.
- d. For the concrete, water and aggregates specifications laid down in IS 456 shall be followed in general.
- e. The average compressive stress under working load should not exceed 25 percent of the specified works cube strength at 28 days calculated on the total cross-sectional area of the pile. Where the casing of the pile is permanent, of adequate thickness and of suitable shape, the allowable compressive stress may be increased.
- f. The top of concrete in a pile shall be brought above the cut off level to permit removal of all laitance and weak concrete before capping and to ensure good concrete at cut-off level. There enforcing cages shall be left with adequate

protruding length above cut-off level for proper embedment in to the pile cap.

- g. Where cut-off level is less than 2.5 m below the ground level, concrete shall be cast to a minimum of 600mm above cut-off level. For each additional 0.3 m increase in cut-off level below the working level, additional coverage of minimum 50 mm shall be allowed. Higher allowance may be necessary depending on the length of the pile.

3. Workmanship

A) Control of Alignment

Piles shall be installed as accurately as possible according to the design and drawings either vertically or to the specified batter. Greater care should be exercised in respect of installation of single piles or piles in two pile groups. As a guide, for vertical piles, an angular deviation of 1.5 percent and for raker piles, a deviation of 4 percent should not be exceeded. Piles should not deviate more than 75 mm or $D/6$ whichever is less (75 mm or $D/10$ whichever is more in case of piles having diameter more than 600 mm) from their designed positions at the working level. In the case of single pile under a column the positional deviation should not be more than 50 mm or $D/6$ whichever is less (100 mm in case of piles having diameter more than 600 mm). Greater tolerance may be prescribed for piles cast over water and for raking piles. For piles to be cut-off at a substantial depth below the working level, the design shall provide for the worst combination of the above tolerances in position and inclination. In case of piles deviating beyond these limits and to such an extent that the resulting eccentricity cannot be taken care of by redesign of the pile cap or pile ties, the piles shall be replaced or supplemented by additional piles.

B) Sequence of Piling

In a pile group the sequence of installation of piles shall normally be from the centre to the periphery of the group or from one side to the other.

C) Driving a Group of Friction Piles

Driving piles in loose sand tends to compact the sand, which in turn, increases the skin friction. In case where stiff clay or dense sand layers have to be penetrated, precautions need to be taken. However, in the case of very soft soils, the driving may have to proceed from outside to inside so that the soil is restricted from flowing out during operations.

D) Concreting and Withdrawal of Casing Tube

- a. Whenever condition indicates ingress of water, casing tube shall be examined for any water accumulation and care shall be taken to place concrete in a reasonably dry condition.
- b. The top of concrete in a pile shall be brought above the cut-off level to permit removal of all laitance and weak concrete before capping and to ensure good concrete at cut-off level. The reinforcing cages shall be left with adequate protruding length above cut-off level for proper embedment into the pile cap.
- c. Where cut-off level is less than 1.50 m below working level, the concrete shall be cast to a minimum of 600 mm above the cut-off level. In case the cut-off is at deeper level, the empty bore shall be filled with lean concrete or suitable material, wherever the weight of fresh concrete in the casing pipe is found inadequate to counteract upward hydrostatic pressure at any level below the cut-off level.
- d. Also, before initial withdrawal of the casing tube, adequate quantity of concrete shall be placed into the casing to counter the hydrostatic pressure at pile tip.

E) Defective Piles

- a. In case defective piles are formed, they shall be left in place and additional piles as necessary shall be provided.
- b. If there is a major variation in the depths at which adjacent piles in a group meet refusal, a boring may be made nearby to ascertain the cause of such difference. If the boring shows that the strata contain pockets of highly compressive material below the level of shorter pile, it may be necessary to take such piles to a level below the bottom of the zone, which shows such pockets.
- c. Any deviation from the designed location, alignment or load capacity of a pile shall be noted and adequate measures taken well before the concreting of the pile cap and plinth beams.
- d. While removing excess concrete or laitance above the cut-off level chipping by manual or pneumatic tools shall be permitted seven days after pile casting. Before, chipping/breaking the pile top, a 40 mm deep groove shall be made manually all- round the pile at the required cut-off level.

F) Deviations

Any deviation from the designed location, alignment or load-carrying capacity of any pile shall be noted and adequate measures taken to check the design well before the concreting of the pile cap and grade beams are done.

While removing excess concrete or laitance above cut-off level, manual chipping shall be permitted after three days of pile concreting. Pneumatic tools shall be permitted only after seven days after casting. Before chipping/breaking the pile top, a groove shall be formed all around the pile diameter at the required cut-off level.

G) Recording of Data

A competent inspector shall be maintained at site to record necessary information during installation of piles and the data to be recorded shall essentially contain the following:

- a. Sequence of installation of piles in a group,
- b. Type and size of driving hammer and its stroke,
- c. Dimensions of the pile including the reinforcement details and mark of the pile,
- d. Cut-off level and working level,
- e. Depth driven,
- f. Time taken for driving and for concreting recorded separately, and
- g. Any other important observations, during driving, concreting and after withdrawal of casing tube.

H) Testing of Piles

- a. Conducting Pile low strain integrity test as per ASTM D 5882- 96 code of American Society for Testing on cast-in -situ RCC pile of all diameter inclusive of analysis, with all contractor's equipment's, manpower, site preparation, lead and lifts etc complete as per standard procedure, and as directed by the Engineer in Charge.
- b. Conducting load testing of a single pile Up to following capacity in accordance with IS 2911(Part IV) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc with all labour, material, tool & plants, equipment, machinery, etc complete as per drawing and specification, as directed by the Engineer

- Routine Load Test Up to 50-ton capacity pile
- Routine Load Test above 50-ton capacity Up to 100 ton capacity pile
- Initial load test above 100-ton capacity Up to 250-ton capacity pile
- Extra for every increase of 50 T in pile capacity or part thereof over 250 T

E. TECHNICAL SPECIFICATION (ANTI TERMITE)

1. Chemicals:

The chemicals used for the treatment shall be any one or a combination of the following with concentration shown against each in aqueous emulsion

Chemicals Concentration	By Weight
Aldrin	05%
Chlordane	1.0%
Heptachlor	0.5%

2. Masonry Foundation and Basements:

The bottom surface and sides (up to a height of 300 mm from the bottom) of the excavations made for masonry foundations and basement shall be treated with the above chemical emulsion at 5 litres per SqMt of surface area.

3. Treatment of Backfill Earth:

After the masonry foundations and retaining walls of the basement have come up, the backfill in immediate contact with the foundation structure shall be treated with the chemical emulsion at the rate of 7.5 litres per sqmt of the vertical surface of the sub-structure for each side. The earth is usually backfilled in layers and the treatment shall be carried out in similar stages. The chemical emulsion shall be directed towards the concrete or masonry surface of the columns and walls so that the earth in contact with this surface is well treated with the chemical.

4. RCC Foundation and Basements:

The treatment shall start at a depth of 500 mm below the ground level except when ground level is raised or lowered by filling or cutting after the foundations have been cast. In cases the depth of 500 mm shall be determined from the

new soil level resulting from filling or cutting mentioned above and soil in immediate contact with the vertical surface of RCC foundations. From this depth, the backfill around the columns, beam and RCC basement walls shall be treated at the rate of 7.5 litres per m² the other details of the treatment shall be as laid down above.

5. Top Surface of Plinth Filling:

The top surface of the consolidated earth within the walls shall be treated with the chemical emulsion at the rate of 5 litres per sqmt of the surface before the sand bed or sub- grade is laid. If the filled earth has been well rammed and the surface does not allow the emulsion to seep through, hole up to 50 to 75 mm at 150 mm centres both ways and may be made with 12 mm MS Bar on the surface to facilitate absorption of emulsion

6. Junction of wall and Floor:

Special care shall be taken to establish continuity of the vertical chemical barrier on inner wall surface from the ground level up to the level of the filled earth surface. To achieve this, a small channel 30x30 mm shall be made at all the junctions of wall and columns with the floor (before laying the sub- grade) and rod holes in the channel up to the ground level 150 mm apart and the rod moved backward and forward to break up the earth and chemical emulsion poured along with channel at the rate of 7.5 litres per sqmt of the vertical wall or column surface of the sub - structure so as to soak the soil right to the bottom. The soil should be tamped back into place after this operation.

7. Soil along External Perimeter of the Building:

After the building is complete, the earth along the external perimeter of the building should be rolled at intervals of 150mm and to a depth of 300 mm and the rods should be moved backward and forward parallel to the wall to break up the earth and chemical emulsion poured along the wall at the rate of 7.5 litres per m of vertical surface. After the treatment, the earth should be tamped back into place. The earth outside the building be graded on completion of the building. This treatment should be carried out on the completion of such grading. In the event of filling being more than 30 mm, external perimeter treatment shall extend to the full depth more than 300 mm The external perimeter treatment shall extend to the full depth of filling up to the ground level so as to ensure continuity of the chemical barrier.

8. Soil under Apron along External Perimeter of Building:

Top surface of the consolidated earth over which the apron is to be laid shall be treated with chemical emulsion at the rate of 5 litres per sqmt of the surface before the apron is laid. If consolidated earth does not allow emulsion to seep through holes up to 50 to 75 mm deep at 150 mm centers both ways, it may be made with 12 mm steel rod on the surface to facilitate saturation of the soil with the chemical emulsion.

9. Retaining Walls above floor Level:

Retaining walls like the basement walls or outer walls above the floor level which retain soil need to be protected, by providing chemical barrier by treatment of retained soil in the immediate vicinity of the wall. This will prevent entry of termites through the voids in masonry, cracks and crevices etc. above the floor level. The soil retained by the walls shall be treated at the rate of 7.5 litres per m² of the vertical surface so as to affect a continuous outer chemical barrier in continuation of the foundation.

10. Treatment to Expansion Joints:

Treatment to expansion joints shall be done as per the recommendations proposed by RCC Consultant appointed by the Developer after approval from Association's Project Management Consultant

11. Soil Surrounding pipes, Wastes and Conduits:

When pipes, wastes and conduits enter the soil inside the area of the foundation, the soil surrounding the point of entry must be loosened around each such pipe, waste or conduits for a distance of 150 mm up to a depth of 75 mm before the treatment is commenced. When they enter the soil external to the foundations, they shall be similarly treated unless they stand clear of the walls of the building by a distance of linear meter.

12. Spraying Equipment:

A pressure pump shall be used to carry out spraying operation to facilitate proper penetration of chemicals into the earth

13. Safety Precautions:

These chemicals are usually brought to site in the form of emulsifiable concentrates. The contained should be clearly labelled and should be stored carefully so that children and pet cannot get at them. They should be kept

securely closed. Workers should wear clean clothing and should wash thoroughly with soap water, especially before eating and smoking. If chemicals splash into the eyes they shall be flushed with plenty of soap, water and immediate medical attention should be sought. The concentrates are oil solutions and present a fire hazard owing to the use of petroleum solvents. Flames should not be allowed during mixing. Care should be taken in the application of chemicals to see that they are not allowed to contaminate wells or springs which serve as sources of drinking water.

F. TECHNICAL SPECIFICATION (REINFORCEMENT)

1. Supply:

Reinforcement bars, if supplies are arranged by developers shall be high strength deformed bars as per IS: 1786, mild steel bars as per IS: 432 and welded wire fabric (WWF) as per IS:1566 as specified on the drawings or in the Bill of Quantities. Substitution of reinforcement will not be permitted except upon written approval from the Society's Architect/PMC.

2. Storage:

The reinforcement shall not be kept in direct contact with the ground but stacked on top of an arrangement of timber sleepers or the like. If the reinforcing rods have to be stored for a long duration, they shall be coated with cement wash before stacking and/ or kept under cover or stored as directed by Society's Architect/PMC. Fabricated reinforcement shall be carefully stored to prevent damage, distortion, corrosion and deterioration.

3. Quality:

All steel shall be Grade 1 quality unless specifically permitted by the Society's Architect/ PMC. If demanded by the Society's Architect/PMC, the Developer shall submit the manufacturer's test certificate for steel. Random tests on steel supplied by developer may be performed by Association as per IS: 1521 and IS: 1608. All costs incidental to such tests shall be at developer's expense. Steel not conforming to specifications shall be rejected. All reinforcement shall be clean, free from grease, oil, paint, dirt, loose mill scale, loose rust, dust bituminous material or any other substance that may destroy or reduce the bond. All rods shall be thoroughly cleaned before being fabricated. Pitted and defective rods shall not be used. They shall be painted with antirust epoxy chemical.

4. Fixing:

Reinforcement shall be accurately fixed by the approved person / method / specification, meant and maintained in the correct position shown in the drawings by the use of blocks, spacers and chairs as per IS: 2502 to prevent displacement during placing and compaction of concrete. Bars intended to be in contact at crossing points shall be securely bound together at such points with number 16 gauge annealed soft iron wire. [IS: 10632 (part 2)]. The vertical distance required between successive layers of bars in beams or similar members shall be maintained by the provision of steel spacer bars at such intervals that the main bars do not perceptibly sag between adjacent spacer bars.

5. Laps:

Laps and splices for reinforcement shall only be as shown on the drawings. Splices in adjacent bars shall be staggered and the locations of all splices, except those specified on the drawings, shall be approved by the Society's Architect/PMC. The bars shall not be lapped unless the length required exceeds the maximum available lengths of bars at site. Not more than 25 % bars shall be lapped in one section.

6. Bending:

The bending of reinforcement shall be in accordance with IS: 2502 - 1963. Reinforcing bars supplied, bent or in coils, shall be straightened before they are cut to size. Straightening of bars shall be done in cold and without damaging the bars. All bars shall be accurately bent according to the size and shapes shown on the detailed working drawings/bars bending schedules. Reinforcing bars shall not be straightened and re-bent in a manner that will injure the material; bars containing cracks or split shall be rejected. They shall be bent cold, except for bars of over 25 mm diameter which may be bent hot if specifically approved by the Society's Architect/ PMC. Bars bent hot shall not be heated beyond cherry red colour (Nor exceeding 845 degrees. C.) and after bending shall be allowed to cool slowly without quenching. Bars incorrectly bent shall be used only if the means used for straightening and re-bending is such, in the opinion of Society's Architect/PMC, will not injure the material.

No reinforcement shall be bent when in position in the work without approval, whether or not it is partially embedded in hardened concrete. Bars having kinks or bends other than those required by design shall not be used. Developer shall

prepare his own bar bending schedule as per the RCC drawings and shall get it approved from the Society's Architect/PMC before commencing fabrication.

7. Nominal Cover:

Nominal cover is the design depth of concrete cover to all reinforcements, including links. It shall not be less than the diameter of the bar. Unless indicated otherwise on the drawings, nominal concrete cover for reinforcement (exclusive of plaster or other decorative finish) shall be as follows.

Minimum Nominal Cover to Meet Durability Requirements in MMS	
Exposure	Nominal Cover
Mild	20
Moderate	30
Severe	45
Very Severe	50
Extreme	75

- For main reinforcement up to 12 mm Q bar for mild exposure the nominal cover may be reduced by 5 mm
- Unless specified otherwise, actual concrete cover should not deviate from the required nominal cover by + 10 mm and 0 mm.
- For exposure condition 'Severe' and 'Very Severe', reduction of 5 mm may be made, where concrete grade is > M35.
- For a longitudinal reinforcement bar in a column nominal cover shall in any case not be less than 40 mm, or less than the Q of such bar.
- For footing/ below ground pedestals/plinth beams minimum cover shall be 50mm.

8. Cover Blocks:

The correct cover shall be maintained by mortar cubes or other approved means.

9. Inspection:

Erected and secured reinforcement shall be inspected and approved by Society's Architect/PMC prior to placement of concrete.

10. Welding of Bars:

Welding shall be carried out as per IS: 2751. In all cases of important connections, tests shall be made to prove that the joints are of the full strength of bars welded special precautions, shall be taken in the welding of cold worked bars and bar other than mild steel.

G. TECHNICAL SPECIFICATION (PLAIN AND REINFORCED CONCRETE)

1. General Scope:

This specification deals with cement concrete, plain or reinforced, for general use, and covers the requirement for concrete materials, their storage, handling, grading, mix design, strength and quality requirements, pouring at all levels, protection, curing finishing and other misc. work. The developer shall furnish all labour, materials and equipment, plan and finish all structural concrete and miscellaneous items complete as indicated in the drawings. The provision of IS: 456-2000 shall be complied with unless permitted otherwise by Society's Architect/PMC in writing. For liquid retaining structure the relevant clauses of IS: 3370 shall be complied with.

2. Material Water:

- a. Water, fit for drinking is fit for concreting. Before commencing the trial mix design, and in the course of the work whenever the source of water changes, or whenever there is, in the opinion of the Society's Architect/PMC, reason to suspect a change in water quality, the developer shall get the water to be used for mixing g, tested in an approved laboratory.
- b. Water to be used for mixing and curing concrete shall be clean, fresh and free from organic or inorganic matter in solution or suspension in such amount as may impair the strength or durability of concrete or steel. Water which is potable is normally considered satisfactory for concrete mixing. Sea water or water from excavation shall not be used. In case of doubt, suitable checks shall be made using distilled shall not be used. In case of doubt suitable checks shall be made using distilled water as the basis for comparison
- c. Where water can be shown to contain an excess of acid, alkali, sugar or salts, the Society's Architect/PMC may refuse to permit its use. As a guide, the following concentrations represent the maximum permissible values:

- To neutralize 200 ml sample of water, using phenolphthalein as an indicator, it should not require more than 2 ml of 0.1 Normal Na OH. The details of test shall be as given in Part 13 of IS: 3025
- To neutralize 200ml sample of water, using methyl orange as an indicator; it should not require more than 10 ml of 0.1 HCL, the details of test shall be as given in Part of IS: 3025
- Percentages of solids when tested in accordance with IS 3025 shall not exceed the following

Maximum permissible limits of solids	
Solids	Limit
Organic	200 mg/ l
Inorganic	3000 mg/ l
Sulphate (as SO ₄)	500 mg/ l
Chlorides (as CL)	2000 mg/ l
Suspended matter	2000 mg/ l

- The PH value of water shall be between 6-10

Cement:

The cement shall be ordinary Portland cement with 7 days strength not less than 220 kg/cm² and 28 days strength of 430 kg/cm² (M43 GRADE) unless otherwise specified, conforming to IS: 8112 - 1989. It shall be delivered at site in sealed bags or cement tankers marked with manufacture's name and trade brand. The concrete mix proportions shall be used on the weight of cement bags as delivered at the Mixer and not on their theoretical weight.

The developer should allow in his rates for losses in weight of cement bags in transit and handling. Fly ash conforming to Grade 1 of IS: 3812 may be used as part replacement of ordinary Portland cement provided uniform blending of cement is ensured. In general, following types of cements may be used on works if required.

Cement Type	CONFORMATION TO
M43 Grade OPC	IS: 8112
M53 Grade OPC	IS: 12269
Portland Slag Cement	IS: 455
Portland Pozzolana Cement	IS: 1489
Sulphate Resisting Cement	IS: 12330

Storage:

The Developer shall follow accepted good practice in handling and storing cement. Cement may be stored on site in moisture proof bulk containers which shall be equipped with venting arrangements. Cement delivered in bags shall be stored off the ground by at least 15 cm in dry, well ventilated, weather-proof/water proof sheds, arranged in separate consignments as received from the manufacture so that consumption of cement is ensured in the order of receipt i.e. "First in First out" (FIFO) Rule. The stacks of cement shall be such that there is easy access, proper inspection and identification. The bags shall be piled not more than 15 bags per pile. Each stock of cement shall be covered with tarpaulin or thick polyethylene sheets. Cement bags in storage for more than 3 months shall be retested before use.

Testing:

Tests shall be carried out on cement delivered to the site for fineness, initial and final setting time and compressive strength (IS:4031) and the results should be approved by the Society's Architect/PMC before use. Samples shall be taken immediately on receipt of the cement at site. Society's Architect/PMC may specify other forms of sampling and tests, if in his opinion the cement is of doubtful quality. The cost of such additional tests shall be borne by the developer, if cement is supplied by him.

Fine Aggregates (sand):

Fine aggregate except as noted above, and for other than light weight concrete shall consist of natural or crushed sand confining to IS: 383. The sand shall be chemically inert, clean, sharp, strong and durable and shall be free from dust, vegetable substances, adherent coating, clay, alkali, organic matter, mica, salt or other deleterious substances, which can be injurious to the setting qualities, strength and durability of concrete. Fine aggregates shall be chemically inert Beach sand shall not be used. Machine made sand will be acceptable, provided the constituent rock/ gravel composition shall be sound/hard, dense, non-organic, uncoated and durable against weathering and approved by Society's Architect/PMC. Sand shall be prepared for use by screening and washing to remove all objectionable foreign matter while separating the sand grains to the required size fractions. Washing shall be done at least one day before using it in concrete. The percentage limits of impurities in Fine Aggregate shall not exceed the limits given in IS: 383-1970. Silt % in fine aggregate shall not exceed 5%. Unless otherwise directed or approved, the grading of fine aggregate shall be within the limits indicated in 383-1970. The sand shall have a fitness modulus

neither less than 2.2 nor more than 3.2 (the fineness modulus is determined by sum, divided by 100, of the cumulative percentage mass which is retained on each of the following sieve.)

4.75mm	1.18mm	600 Micron	300micron	150 micron
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Fly ash conforming to Grade 1 IS: 3812 may be used as part replacement of fine aggregates provided uniform blending of fly ash is ensured.

Coarse Aggregates:

Coarse aggregate for concrete, except as noted as above and for other than light weight concrete shall conform to IS: 383 -1970. This shall consist of natural or crushed stone and gravel, and shall be clean, free from elongated, flaky or laminated pieces, adhering coatings, clay lumps, coal residue, clinkers, slag, alkali, mica, organic matter or other deleterious matter. The specific gravity of aggregates shall not be less than 2.6. The aggregate retained on 4.75 mm IS sieve shall be termed as coarse aggregate. Coarse aggregates shall be chemically inert. Coarse aggregate shall be either in single size or graded. In both cases, grading shall be within the limits specified in table 1 of IS: 383-1970. The nominal maximum size of coarse aggregate should be as large as possible within the limits specified but in no case greater than $\frac{1}{4}$ th of the minimum thickness of member, provided that the concrete can be placed without difficulty so as to surround all reinforcement thoroughly and fill the corners of the form. For most work, 20 mm aggregate is suitable. For heavily reinforced concrete members, as in the case of ribs of main beams, the nominal maximum size of aggregate should usually be restricted to 5 mm less than the minimum clear distance between the main bars or 5 mm less than the minimum cover, to the reinforcement, whichever is smaller. Sampling and testing of aggregate shall be as per IS:516 and IS: 2386 (Part 1 to 8). The Developer shall follow accepted good practice for the storage of aggregates. The aggregates shall be stacked on clean level ground.

Grades of Concrete		
Group	Grade Designation	FCK (N/MM ²)
Ordinary	M10	10
	M15	15
	M20	20
Standard	M25	25
	M30	30
	M35	35
	M40	40
	M45	45
	M50	50

	M55	55
	M60	60
	M65	65
High Strength	M70	70
	M75	75
	M80	80

FCK is characteristic compressive strength of 150 mm concrete cube@ 28 days.

Nominal Mix Concrete:

Nominal Mix Concrete may be used for concrete of M 20 or lower. The following proportion of materials can be used on weight basis.

Proportion For Nominal Concrete		
Grade	Mix	W/C Ratio
M5	1:5:10	1.2
M7.5	1:4:8	0.90
M10	1:3:6	0.70
M15	1:2:4	0.65
M20	1:1.5:3	0.60

Mix Design:

Concrete Mix Design shall conform to IS: 10262, IS 383, SP 23 and IS:456-2000. The developer shall be entirely responsible for the design of the concrete mixes. The design is however to be approved by the Society's Architect/PMC before commencing any concreting in the works. The developer shall make trial mixes using samples of coarse aggregates; sand, water and cement, typical of those to be used in the laboratory. The mix shall be designed to produce the grade of concrete having the required workability and the characteristic strength not less than the desired grade. The target means strength of concrete mix should be equal to the characteristic strength + 1.65 x standard deviation. Mix design done earlier not prior to one year may be considered adequate for later work, provided there is no change in source and the quality of the materials. The standard deviation for each grade of concrete shall be calculated separately. The total number of samples required for calculation of standard deviation shall not be less than 30. Each sample consists of average of 3 cube tests. The individual variations should not be more than $\pm 15\%$ of the average. If more, the test results of the sample are invalid. Where sufficient test results for a particular grade of the concrete are not available, the value of initial standard deviation given in the following table may be assumed. As soon as the results of samples are available, actual calculated standard deviation shall be used in mix design.

Assumed Standard Deviation (N/mm ²)	
Standard Deviation	Grade Designation
3.5	M10
	M15
4	M20
	M25
5	M30
	M35
	M40
	M45
	M50

The value of assumed standard deviation are valid for good concrete quality control at site, in case of average quality control the above values of standard deviation shall be increased by 1 N/mm². In case Portland Pozzolana Cement is supplied in place of OPC, no deviation either in rate or Schedule of Work will be entertained on this account. The mix design should be based on the use of Portland Pozzolana Cement.

Developer shall furnish the cement content assumed for various mixes for approval by the Society's Architect/PMC within one (1) week after award of contract. In all cases the developer shall make trial cubes from each consignment of cement and test the same before actually using in the work. Whenever there is a significant change in the quality of any of the ingredients of concrete, the Society's Architect/PMC may at his discretion order the carrying out of fresh trial mixes. All costs for trial mixes and test shall be to the developer's account and held to be included in the contract rates. When the Proportions of a concrete mix have been approved by the Society's Architect/PMC; the developer shall not vary the quality or source of the material or the mix without the written approval of the Society's Architect/PMC. If the water quantity has to be increased in special cases, cement also be increased proportionately to keep the ratio of water to cement same as adopted in trial mix design for each grade of concrete. No extra payment for the additional cement will be made. To keep the water-cement ratio to the designated value, allowance shall be made for the moisture contents in both fine and coarse aggregates and determination of the same shall be made as frequently as directed by the Society's Architect/PMC-in-charge. The determination of moisture content shall be according to IS:2386(part 3). The Developer shall exert proper quality control at various stages of concrete production and placement, as frequently as the Society's Architect/PMC may require, testing shall be carried out in the field for the following:

The Developer shall provide and maintain at all times, until the works are completed, equipment and staff required for carrying out these tests. The developer shall grant the Society's Architect/PMC or his representative, on demand, full access to and produce complete records of all tests carried out on the site.

1	Moisture content of sand
2	Moisture content of aggregates
3	Silt content of sand
4	Grading of Sand

Concrete Quality Control at site:

A random sampling procedure shall be adopted to ensure that each concrete batch shall have a reasonable chance of being tested that is, the sampling should be spread over the entire period of concreting and cover all mixing units. The Society's Architect/PMC shall select random batches of concrete for examination without warning the developer and sampling will generally be done at the point of discharge from the mixer. The strength at seven days for use of normal Portland cement shall not be less than two third of twenty-eight days strength. All tests shall be carried out as per IS: 516.

The results of tests in any recognized laboratory shall final and binding on the developer. All arrangement for testing concrete cubes shall be made by the developer at his own cost. All the materials and labour for making, curing and transporting the cubes for carrying out necessary tests including the fees. of testing whether at site or elsewhere shall be at the cost of the Developer. The minimum frequency of testing of concrete of each grade shall be as follows

Frequency Of Testing concrete at Site	
Quality of Concrete {M}	Number of Samples
1-5	1
6-15	2
16-30	3
31-50	4
51 and above	4+ Additional Sample For Each Additional 50 m3 or part thereof.

Normally cube strengths substantially in excess of those specified are expected. The concrete shall be deemed to comply with the strength requirements when both the following conditions are met:

Compressive Strength (FCK) Compliance Requirements		
Concrete Grade	Mean of Four Test Results (Consecutive)	Individual Test Results
M 15	FCK+ 0.825 x 51 (N /mm ²) Or FCK +3 (whichever is Greater)	FCK-3(N/MM ²)
M 20 or more	FCK+ 0.825 x 4 (whichever is Greater)	FCK-4(N/MM ²)

Where "S" is standard deviation in above table:

Three test specimens shall be made for each sample for testing@ 28 days. Additional samples may be required for various purposes such as to determine the compressive strength of concrete at 7 days or modulus of rupture test at 72 ± 2 hour or at the time of striking the form work, or to determine the duration of curing, or to check the testing error. Additional samples may also be required for testing samples cured by accelerated method as described in IS: 9103. For concrete made up of OPC the flexural strength of samples at 72 ± 2 hours, 7 days and compressive strength at 7 days given as under for general guidance.

Concrete Grade	Required Strength in N/mm ²		
	Comprehensive strength	Modulus of Rupture by Beam Test	
	Of cube @7 DAYS	72 + hours	7 days
M 10	7	1.2	1.7
M 15	10	1.5	2.1
M 20	13.5	1.7	2.4
M 25	17	1.9	2.7
M 30	20	2.1	3.0
M 35	23.5	2.3	3.2
M 40	27	2.5	3.4

All consequence of rejection of concrete shall be totally at the developer's account. If the concrete produced at the site does not satisfy the above strength requirements, the Society's Architect/PMC will reserve the right to require the developer to improve the method of batching, the quality of the ingredients and redesign the mix with increased cement content if necessary. The developer shall not be entitled to claim any extra cost for the extra cement used for the modifications stipulated by the Society's Architect/PMC for fulfilling the strength and durability requirements specified.

Concrete Quality Assurance Program at Site:

Quality assurance in construction activity relates to proper mix design, use of adequate materials and components to be supplied by the producers, proper

workmanship in the execution of work by the developer. Quality assurance measures are both technical and organizational. The job of quality control and quality assurance would involve quality audit of both the inputs as well as the outputs. Inputs are in the form of materials for concrete: workmanship in all stages of batching, mixing, transportation, placing, compaction and curing; and the related plant, machinery and equipment; resulting in the output in the form of concrete in place. To ensure proper performance, it is necessary that each step in concreting which will be covered by the next step is inspected as the work proceeds. Each party including suppliers and sub developers in the realization of project should establish and implement a quality assurance plan, for its participation in the project. The individual quality assurance plan shall fit in to the general quality assurance plan. A typical quality assurance plan shall be:

Durability requirements of Plain Concrete			
Exposure	Cement Content (Kg/m ³)	Max W/c Ratio	Min. Concrete 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

Quality Assurance Plan:

- Define task and responsibility of all persons involved.
- Establish adequate control and checking procedures.
- Organize and maintain adequate documentation procedures as follows

Documentation shall consist of:

- Test report and manufacturer's certificates for materials, mix design details.
- Concrete Pour cards and its approval records.
- Record of site inspection reports and field tests.
- Record of non-conformance report and change order.
- Record of quality control through statistical analysis

Durability Requirements:

Notwithstanding the mix design prepared by the Developer, the absolute minimum quantity of cement, maximum water to cement ratio and minimum grade of concrete which must be used for various exposure conditions shall be as follows:

Durability Requirement of Reinforced Concrete				
Exposure	Cement Content (Kg/m ³)	Max W/c Ratio	Min. Concrete Grade	Nominal 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

Sr. No.	Nominal Maximum Aggregate Size(mm)	Adjustment to minimum Cement Content to Table above (Kg/ M3)
I	10	+40
II	20	= 0 =
III	40	-30

Cement content not including fly ash and ground granulated blast furnace slag in excess of 450 Kg/m² should not be used unless special consideration has been given in the design to the increased risk of cracking due to shrinkage in thin sections, or to early thermal cracking and to the increased risk of damage due to alkali silica reaction.

The general environment to which the concrete will be exposed during its working life is classified into the following 5 levels of severity.

9. REQUIREMENTS OF AMENITIES & FACILITIES

The Developer shall be required to provide the amenities as mentioned below.

The list of amenities is only by way of being the minimum expected amenities, and is not exhaustive and the Developer may add latest amenities as he may provide. These specifications cover the items of work in structural and non-structural parts of the works coming under the purview of this document. All work shall be carried out in confirmation with these specifications. In general, provisions of the Indian Standards and National Building Codes (NBC) shall be followed.

These specifications are not intended to cover the minute details. The work shall be executed in accordance with the best modern practices. All codes and Standards referred to in these specifications shall be latest revision thereof.

The Developer shall show a sample flat and get it approved by Society.

A. Common Facilities

- Attractive elevation as approved by the Society
- Air-conditioned Grand entrance lobby with marble/granite/vitrified/marbonite flooring and with name plates and letter boxes (or parcel boxes) for each tenement.
- Security cabins with intercom connection.
- Society office with toilet block as per the prevailing UDcPR rules.
- The stair case should have minimum width of 1.2m for one section of flight.
- Green Marble/Granite treads and rises
- Common Water meter along with electric meters in each flat
- Landing and mid landing to be of decorative type of Granite/Marbonite/Natural Stone
- Staircase wall and ceiling to be painted with plastic emulsion paint. S.S hand railing all along staircase.
- Under Ground and Overhead water storage tank.
- Submersible pump for the Under-Ground water tank with control panel at suitable location.

- Name board and nameplate of same design to each and every flat.
- Attractive Society Name plate at a visible space
- Sturdy main gate and security room
- Entire compound to be paved with P.C.C. and Chequered tiles/vitrified tiles/interlocking Paver blocks to be provided.
- A well-equipped gymnasium (Maximum Area as per NMMC/CIDCO).
- 24 hours 3-tiered security with CCTV monitoring - intercom system, video door system
- High-speed lifts of OTIS/Johnson make may be provided with all the safety features and inverter/battery backup. (High speed Elevators)
- Fireproof outer door with Safety door for each flat
- Grill for balcony & windows, Hall & open area, window framing with Granite
- Waterproofing treatment for each flat & terrace
- Coloured Anodized aluminium sliding French window for all rooms.
- Exhaust fan provision in each Toilet & Kitchen
- Concealed plumbing with provision Geyser in each bathroom with antiskid stain scratch resistance flooring in bathroom & toilet.
- Ceramic tiles flooring & full height glazed tiles with WC in all toilets.
- Anti-termite & allied chemical treatment at foundation & plinth
- AC Water drain system in each flat, each room, space for compressor unit for split AC
- Loft for wardrobe & overhead storage in kitchen & bedroom.
- Sewer treatment plant as per environmental clearance norms.
- Garbage disposal system.
- Led fittings and fixtures for common lighting.
- The terrace should be finished with china chips and high parapet wall with corner lights and water points.
- Piped Gas supply.

B. Garden and Landscaping

- Beautiful landscaped garden/ tree plantation around the plot boundary

C. Site Development

- Compound wall of height 1.5m with adequate lighting and facility, provided by good quality garden light fixtures.
- Provision for storm water drains and drives ways.
- Well-designed garbage system

D. Amenities for flat members:

1. General:

- 2'6"x 2'6" approved Vitrified flooring in complete flat.
- All flats with minimum 2.9m. floor to floor height

2. Bathrooms:

- Full wall tiles in WC/Bathrooms of premium designer brands
- Branded sanitary ware
- Concealed plumbing with premium quality CP fittings
- Western style toilets
- Designer was basins
- Geyser
- Loft for water tank

3. Door & Windows

- All the doors should be provided with Marine Flush Doors laminated from both sides and CP frame with cover mouldings. The main door must be provided with good quality night latch, safety chain, tower blot and attractive handle. Internal doors may be provided by cylindrical mortise type locks.
- All the windows of rooms and toilets should be provided with marbles frames with designed mouldings. Heavy section anodized aluminium sliding windows with 5 mm tinted glass may be provided with imported bearings and fittings.
- Large window for natural light & ventilation

- Sliding windows with Mosquito net and grills.

4. Modular Kitchen:

- pre-fabricated cabinet modules
- units for storage, cooking, washing

5. Finishing:

- Gypsum finished interior walls.
- Premium quality plastic paints on interior wall.
- Two coats of excellent quality sand/ready-mix external plaster.
- Pure acrylic external paint on building.
- Anti-termite treatment.

6. Electrical Fixtures:

- Branded concealed copper wiring (Polycab) with MCB/ELCB for safety of the flat owners.
- Branded electrical fitting
- Connections for telephone, TV, internet & telecom, Wi-fi point
- Extensive electric layout comprising of the following points to be provided (excluding fittings):
 - Spot Lights (living room and bed room)
 - Tube lights.
 - Fans.
 - Geysers.
 - Exhaust fans.
 - Aqua guard.
 - Mixers.
 - T.V. cable.

7. Plumbing:

- All the plumbing pipes, fixtures and fittings should be strictly as per IS Norms.
- CP plumbing fixtures (ESS or JAGUAR) should be provided in all toilets with matching sanitary ware of reputed company.

- Plumbing points should comprise of wall mixtures, showers, taps, washing machines and aqua guard.

E. Additional facilities in members flat:

- Every Chhajas should have hooks
- In the kitchen, space must be kept for clothes washing machine/dish washing machine. Water connections to these machines must be thoughtfully laid out.
- PVC rust proofing piping and large enough exit points for forceful gushing of water. Must ensure largest Nani Trap' size permissible.

Note:

- 1.All the finishing material and specification shall be approved by Society's Architect/PMC and Managing/Redevelopment Committee.
- 2.Also all materials / fixtures shall be approved as per Green Building requirements
- 3.The list of amenities should be discussed with the developer and be finalized before signing the development agreement.

10. APPROVED MATERIALS AND BRANDS

Unless otherwise mentioned specifically, any of approved makes or brands shall be allowed to be used. Other makes or brands of the building materials bearing I.S.I, monogram on the material itself will also be allowed to be used. The Developer should clearly understand that it would not be their prerogative to insist on using particular make brand from the following list. The final below selection will have to be done with the approval of Society's Architect/PMC/Committee. The list given below is only indicative and not restricted to brand mentioned. Other equivalent brand may be approved at the discretion of Society's Architect/PMC/Committee after verifying equality thereof. The Bidder may suggest additional brand names if desired, the same may be approved by of Society's Architect/PMC/Committee provided the Bidder convinces both the parties regarding the credential of the material/manufacturer/supplier.

Note: Amenities provided and the materials used should qualify for Green Building Certification.

MATERIALS	APPROVED BRANDS/MAKES
CIVIL	
Cement	O.P.C. - Ultratech, Birla, ACC, Gujarat Ambuja P.P.C. - Ultratech, Gujarat Ambuja, Birla S.P.C. - Indorama
White Cement	Birla J. K
Tor Steel/Reinforcement	TISCO, SAIL, Indian Steel Authority, Vishakhapatnam., 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	G. K. W. Nettle fold oxidised.
Ceramic Tiles	
• Nonskid ceramic tiles • Glazed ceramic tiles • Vitrified ceramic tiles	R. A. K., Spartek, Bell, Kajaria, NITCO Johnson, Pedder. R.A.K., Spartek, Bell, Kajaria NITCO, Johnson, Pedder, Bell, Jonson, Euro
Adhesives	Pidilite, BalAdhesive
Steel door frames	AGEW, Ferrosteel, Sentiarioic, Weldoors
Door shutters Wooden solid core flush door Shutters Steel door shutters-	Kully, anchor, Anand (Sejpal), Goyal, Kaplesh Abaqs, Basic Arch, Shakti Met - door

general Purpose/Fire reacted	
Hardware	Shalimar, CIEF, Vijayan, NavBharat Brass Works, Sobeet
Windows (UPVC)	Alumile, Alupex, Almech, Indrajit Associates
Stainless Steel Sink	Nirali, Diamond, Tuff
Locks	Godrej, Sobeel, Vijayan, Yale
Paint (Internal & External)	Asian, I.C.I. Nerolac, NITCO, Berger
Cement paint	Supercem, Snowcem India, Nitco, Cem, Hindustan colours & Chemical India
Acrylic Paint	Snowcem Paint, Asian Paint Nitco Paint
Waterproofing	India waterproofing CC, Likproof India Pvt. Ltd. Overseas waterproofing Co. Nina Industries.
Chemical Admixture & waterproofing compounds	MC Bauchemie, Krishna Conchem Products Pvt. Ltd. Pidilite, CICO, Sunanda Chemicals
ELECTRICAL WORK	
Wires	Copper conductor double/Single PVC as per 1 S 694, Finolex, Sundeep, V Plast, Polycab, R.P. Cable
Ten SFU /FSU with HRC Fuses	L & T, Siemens, GE
HRC Fuses	L & T, Siemens, GE
Energy Meter	L & T, AE, Nippon etc.
MCB & MCB DB	Indo- Kopp, MDS, Siemens, L & T - Havells
MCCB	L & T, GE, MDS, Schneider
MCB + ELCB	MDS Siemens, L & T, Havells
ELCN	MDS Siemens, L & T, Havells
Bushar Chamber	CPL, KEW
Metal clad DP and TPN Switches	Clip
Iron clad cut out	Bosma or any MSEB approved or equivalent
11 KV Ring Main unit without Switches and switch fuse units	Andrew Yule and Co. LG Southern switches
11 KV XLPE Cable	Asian, CCL Glosteror, polycab, RPG
Transformer 11 KV /43. V.	Pactil, Emco, Bharat Bijlee, Voltamp
Indoor	
ACB Feeder Pillars Distribution Pillars Minipillar LT fuse Boxes/switch boxes Air circuit breaker	Locally fabricated as per MSEB Approved make. Prior approval of MSEB required before Fabrication, L & T, Siemens, MG, GE

Cable (1.1 KV grade)	Al/Cu. Conductor XLPE Insulated, approved PVC Sheathed, Asian, Polycab, Gloster CCI, Finolex, RPG
Cable glands	Brass heavy duty, glands weather proof with rubber washers and gaskets
Cable Lugs	Dowells (Crimping type)
11 KV, cable and termination Kit & cable jointing Kit	Raychem, xicon or approved equivalent
Terminal Blocks	Elmex
Reliable fuse base and tops	KEW, CPL
Lighting fixtures for HPMV/HPSV Lamps and fluorescent tubes	Bajaj, Wipro, Philips
Fluorescent tubes	Bajaj, Wipro, Philips
HPMV and HPSV	Bajaj, Wipro, Philips
Steel Tubular poles	Bombay Poles, Nityanand Poles, Noel Poles.
GL pipe poles	Gujarat, Zenith
Pole terminal box, pole prickets Cable junction boxes	Locally fabricated, as per approved specifications
Motor Starter	L & T Siemens etc
Water pumps	Crompton, Kirloskar, Jyoti
Capacitor	L & T, KHATAU
Switches, socket & switch boards (Modular)	Anchor, Clips & Cabtree, CP4 or approved Equivalent, ROMA
DP Switches and other lighting Accessories	CPL Wizard Series MK/Anchor - Roma/CAB Tree
Screws	Nettle fold
Earth Wire	Bare Copper/PVC insulated wire of required
PVC conduit pipe and accessories	Precision, Premium etc
PVC casing/capping with accessories	Modi, Classic, Precision (Concealed wiring)
MS conduit pipe and accessories	Supreme, NMMC/CIDCO, Kaycee
Rotary Switches	L & T, Siemens, Kaycee
Gas Heater	ISI marked
Generator	Kirloskar
Video Door Phone /Camera	Siemens, Honeywell
Water Purifier	Aqua Guard

Exhaust Purifier	Bajaj, Rallis, Crompton
PLUMBING WORK	
Sanitary ware	Hindustan, Parry ware, Neycer
C.P. Fittings	Jaguar, Marc, Gem
G.I. /M. S. Pipes	TATA
G.I. Fittings	Kirti, Unik, ISI
Sluice Value	Kirloskar, Indian Value Co.
Stoneware Pipes	Gorco, Rajura Ceramics Khanpur ceramics.
C. I. LA Class Pipes & fittings	Indian Iron Steel Co Kesoram, Electro Steel
R.C. C. Hume Pipe	K K. Industries, Pranali
C.I. soil variety pipes & Fitting	Bengal Iron Co. Nagpur Engg. Co Hindustan Eng. Projects s Rif.
Gate value (All ISI Mark)	Leader, Zoloto
Butterfly Valves	Audco India, C&R
Insulation	Fibre Glass Pilkington, TWIGA
Flush Valve	NELSON, Jaguar
Fire Hydrant Landing Valves Hose, Reel, Canvas Hose, Cabinets, Portable Extinguishers	Safe guard, Minimax, Newage
PVC Pipes & Fitting	Supreme, Prince
Urinal Flash Valve	Geberit
Hydro Pumps, panels & Equipment and Fire & sprinkler Pumps	H.B.D. Grundfoss, Kirloskar
Sprinkler Heads	S.A.S., H.D.
Sewage handling pumps	HBD Kirloskar, KSB
BRASS BALL VALVE	ZOLOTO
Storage Tank	Sintex, Simlex
FIRE & ELECTRONIC SECURITY	
G. I. Pipe	Tata/Zenith
Butterfly Valves	Audco/Keystone

Pressure Gauges	Fiebig/Prega/H. Guru
Paint	ICI/Asian
Hydrant Valves Branch Pipes and other Accessories	Monsher/Newage/Minimax
First Aid Hose Reel Drum	Monsher/Newage
Pumps	Kirloskar Mather & Platt
Motors	Kirloskar
Diesel Engine	KOEL /Cummins
Foot Valve with GM Strainer	Mansher/M & P
Air Release Value	Mansher/M & P
Batteries	Exide/Standard
Canveshosues	Newage/Jayshree/Fire Marshall
FRLS Cables	CCI/Finolex
Starters	Siemens/L&T
Motor Control Panels	Monsher/Mather & Platt(TAC Approve.)
Control Cables	CCI/Finolex/Gloster
Fire alarm control Zonal Panel/Hooter Call Point/Response Indicator	Monsher/Mather & Platt
Smoke Detectors	Edwards/system sensor/Notifier
Sprinkler heads	Grinnel/Viking

Elevators	High-speed Elevators of minimum 6-person capacity in the building will be as per Regulation. Make: Mitsubishi / Schindler/ OTIS Cabin finish: Brush finish stainless steel cabins
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11. REQUIRMENTS OF SOCIETY

Sr. No.	Description	Offer expected by society from Developer (Minimum)
1.	TEMPORARY ACCOMODATION	
a)	Minimum Rent to be paid to the Existing Members from the vacation Date till the date of offering repossession of new flats in the newly constructed building subject to receipt of Occupation Certificate.	Rs. 30,000/- (Thirty Thousand only) per month per member (For 1st Year) Rs. 35,000/- (Thirty-Five Thousand only) per month per member (For 2nd Year) Rs. 40,000/- (Forty Thousand only) per month per member (For 3rd Year)
b)	Refundable deposit for transit accommodation	Rs. 1,00,000/- (One Lakh only) one time per member
c)	Relocation Cost (Shifting from existing flat)	Rs. 15,000/- (Fifteen Thousand only) per member for shifting from existing flat
d)	Brokerage for obtaining temporary accommodation. Brokerage shall be paid in advance.	Rs. 30,000/- (Thirty Thousand only) per member before shifting from existing flat
2.	BENEFITS TO THE MEMBERS	
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.	69.677 m² (750 Sq. Ft) per member (RERA Carpet Area)
b)	Mandatory Corpus Fund to the Society.	Rs. 3,00,000/- (Three Lakh Fifty Thousand only) Per Member OR as decided by commissioner NMMC whichever is more

3.	BANK GUARANTEE AMOUNT	
	The Amount of Bank Guarantee: 20% of the rehab construction Cost.	Rs. 5.42/- Crores (Five Crores and Forty-Two Lakhs Rupees only) (approx.)
4.	PARKING	
	Free car parking and 2-wheeler parking area to each existing member.	Minimum 1 car parking space, scooter parking space per member or as per approved drawing by NMMC whichever is more
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 M/s. Dimensions Architect Pvt. Ltd.	01% of the Construction Cost
11.	Presentation (Architectural scheme)	Submission of Plan, Sections and Elevation of the new building design with the bid document.
12.	Professional Fess of Legal Advisor (of Society)	Rs. 1,76,000/- Lump Sum

12. OFFER OF THE BIDDERS

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

Sr. No.	Description	Bidder's Offer
1.	TEMPORARY ACCOMODATION	
a)	Minimum Rent to be paid to the Existing Members from the vacation Date till the date of offering repossession of new flats in the newly constructed building subject to receipt of Occupation Certificate.	Rs. _____/- (_____ only) per month per member (For 1 st Year) Rs. _____/- (_____ only) per month per member (For 2 nd Year) Rs. _____/- (_____ only) per month per member (For 3 rd Year)
b)	Refundable deposit for transit accommodation	Rs. _____/- (_____ only) one time per member
c)	Relocation Cost (Both Ways Shifting & Re shifting to new Flat)	Rs. _____/- (_____ only) per member for shifting from existing flat
d)	Brokerage for obtaining temporary accommodation. Brokerage shall be paid in advance.	Rs. _____/- (_____ only) per member before shifting from existing flat
2.	BENEFITS TO THE MEMBERS	
a)	Total carpet area i.e. RERA Carpet Area offered to each member in sq.mt & sq. ft. Stamp Duty, Registration Charges and other incidental charges as applicable on such existing & additional Area is to be borne by Developer.	_____ M ² (_____ Sq.ft) per member (RERA Carpet Area)
b)	Mandatory Corpus Fund to the Society.	Rs. _____/- (_____ only) OR as decided by commissioner NMMC whichever is more

3.	BANK GUARANTEE AMOUNT	
	The Amount of Bank Guarantee:	_____% of the construction cost. Rs. _____/- (approx.) (_____ only)
4.	PARKING	
	Free car parking and 2-wheeler parking area to each existing member.	_____ 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.	Carpet area of Health Club/Gym/Fitness Centre (As Per The NMMC/CIDCO Norms).	_____
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.	Fees of Architect/PMC provided by M/s. Dimensions Architect Pvt. Ltd.	_____
11.	Presentation (Architectural scheme)	_____
12.	Professional Fess of Legal Advisor	Rs. _____/-

Yours Sincerely,

Sign & Seal of the authorised

13. LETTER FOR SUBMISSION OF TENDER BID

(To be printed on Bidders Letter Head)

To,

Secretary/Chairman,

Gangotri Co.-Op. Housing Society Ltd.,

Plot No. 04, Sector 03, Nerul, Navi Mumbai – 400 706.

Sub: Submission of Bid for Redevelopment work of Gangotri Co-Op. Housing Society Ltd., Plot No. 04, Sector 03, Nerul, Navi Mumbai – 400 706.

Respected Sir,

I/We, have visited the site for Redevelopment of the above mentioned Society and examined the Bid Documents, General Conditions of Bid, Technical Specifications and other documents forming part of the Bid documents by virtue of their specific and implied meanings mentioned in these documents for the works named above, I/We the undersigned hereby offer to construct, execute, complete and maintain the whole work in conformity with the said Bid Documents, General Conditions of Contract, Technical specifications and other documents as mentioned above for the offer as given herewith as may be ascertained in accordance with the said conditions of Contract. We hereby agree to all the terms and conditions contained in the Bid, document. I/We Further undertake/confirm/agree that:

- 1) I/We will abide by this Bid for the period specified in the Bid Notice. It shall remain binding on us and the Bid may be accepted at any time before the expiry of that period and/or before the expiry of any further period extended by mutual consent. In case of any default by me/us in our obligations above, we acknowledge, that the **Earnest Money Deposit of Rs 25,00,000 /- (RUPEES TWENTY-FIVE LAKHS ONLY)** deposited herewith shall be forfeited by you.
- 2) We have deposited the EMD via DD bearing no _____, dated _____ from our _____ Bank in the name of the "GANGOTRI CO-OPERATIVE HOUSING SOCIETY LIMITED".
- 3) Until a formal agreement is executed, acceptance of this Bid offer shall be binding on me/us, subject to modifications as may be mutually agreed

between me/us and indicated in the letter of acceptance of my/our offer for this work.

- 4) I/We have inspected thoroughly the site of works, and have satisfied ourselves before filling this Bid.
- 5) I/We agree to keep this Bid open for acceptance for a period of 180 days from the date of submission of the Bid and in default thereof I/We shall be liable for forfeiture of full amount of my/our "Earnest Money Deposit".
- 6) I/We agree to pay the professional fees of PMC/Architect/Structural Engineer/Legal Advisor (appointed by Society) and other consultants as stipulated in the Bid.
- 7) On failure to complete the whole or part of the work within the specified construction period (36 months) as mentioned in the Appendix or any other extended period as may be mutually agreed, I/we shall be liable to pay Liquidated Damages at the rate of as per clause Per week of delay or part thereof for the period of default, without prejudice to the Society's rights to recover the damages. I/we acknowledge and agree that such Liquidated Damages are not be by way of a penalty, but are a genuine pre-estimate of the losses that the Society would be likely to suffer as a result of the failure on my/our part to complete the work within the specified period.
- 8) In the event of my/our failure to execute the contract documents and to commence the work within the prescribed period after issue of letter of acceptance of the BID, the Society may be entitled to determine that I/We have abandoned the contract and thereupon my/our Bid and acceptance thereof shall be treated as cancelled and the Society shall be entitled to forfeit the full amount of earnest money.
- 9) It is clearly understood that the Society is not bound to accept the lowest/highest or any other Bid received.
- 10) I/We acknowledge that any forfeiture of the Earnest Money Deposit by the Society as contemplated above would be a fair and reasonable compensation of the damages that the Society will suffer on account of defaults on our part and shall not be treated as a penalty.
- 11) In the event of our aforesaid offer being accepted by the Society, we agree and undertake to execute the Development Agreement in the form decided upon by the Society.

I/We hereby certify that the statements made herein and the information furnished in the document are true in all respects and that in the event of any such statement or information being found to be a misinterpretation it will

entitle the Society to void any resultant contract. I/We further confirm that the submission of this duly filled tender on my/our part is to be treated as an offer on my/our part and implies acceptance by me/us of all the terms and conditions of the Bid Documents.

Yours Sincerely,

Bidder

GANGOTRI CHS

14. PROFORMAS

PROFORMA 'A'

PARTICULARS OF BIDDER

(To be printed on Bidders Letter Head)

Sr. No.	Description	Details
1.	Name of the Organization/Company/Bidder with year of Establishment & Commencement of Business.	
2.	Full Address of the place of Business with other offices, if any	
3.	Whether the Bidder is an Individual, Joint Stock Company, Undivided Hindu Family, Limited Company, partnership Company or Proprietary Firm	
4.	Name of Sole Proprietor/Partners/Directors with brief Bio-Data incorporating past experience.	
5.	Name of Person holding Power of Attorney	
6.	Telephone Numbers a. Office b. Mobile of Individuals c. Residence d. Fax Number e. E-mail Address	
7.	Website address	
8.	Name of Bankers with full addresses and telephone numbers	
9.	Amount of Solvency Certificate which the applicant holds with Nationalized/Scheduled Banks	
10.	Present arrangement/Organization setup and facilities Available in the office.	

Seal and signature of Bidder

Name and Designation of Signatory Date:

PROFORMA 'B'

(To be printed on Bidders Letter Head)

Details of work of Redevelopment carried out by the developer in past with supporting documents.

Name of the bidder: _____

Sr. No.	Name of the work	Built up area	Cost in Rs. Crores.	Date of Starting Project	Date of handing over Project	Principle features including built up area in sq.mt	RERA No.	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.

Note: The projects be segregated into ongoing & Completed.

Seal and signature of Bidder

Name and Designation of Signatory Date:

Place:

PROFORMA 'C'

(To be printed on Bidders Letter Head)

Details of projects in hand as on the date of submission of the re-development proposal with supporting documents.

Name of the bidder: _____

Sr. No.	Name of work along with built-up area of project in sq.mt	Details of the Works in hands					Remarks
		Cost of Completed construction in Rs. Crores	Cost of remaining works in Rs. Crores	Date of start of project	Anticipated date of completion	RERA No.	
1.	2.	3.	4.	5.	6.	7.	8.

Note: The list of the projects should be divided into:

- Works commenced on site.
- Works in Hand.

Seal and signature of Bidder

Name and Designation of Signatory Date:

Place:

PROFORMA 'D'**DETAILS OF BANKER**

(To be printed on Bidders Letter Head)

Name of the bidder: _____

Bidder should provide financial information required to demonstrate that meets the requirements stated in the eligibility criteria and to complete the project. If necessary, use separate sheets to provide complete information regarding the Bidder's Banker.

Name of Banker/s	
Address of Banker	
Telephone Nos.	
Name of the Contact Person, Title and his office and Mobile No.	
Fax/ E-mail:	

Seal and signature of Bidder

Name and Designation of Signatory Date:

Place:

PROFORMA 'E'
FINANCIAL STATUS OF THE DEVELOPER

1. Name of the Developer:

2 Actual value of Construction Works, undertaken for each of The Last three years, and projected for current year: (Rupees Crores)

Year	Value of Construction Works
2023-24	
2022-23	
2021-22	
2020-21	
2019-20	

3.

Net Profit	Before Tax	After Tax
2023-24		
2022-23		
2021-22		
2020-21		
2019-20		

The profit and Loss & turnover Statements of last three years have to be certified by Chartered Accountants.

4. Net Worth statement duly certified by CA shall be submitted

5. Certificate of financial soundness from bankers of Developers

Name, address of Nationalized Bank providing credit line/Solvency certificate.

a) Total amount of credit line (Attach certificate from the Bank)

b) Solvency certificate from Nationalized bank

6. Approximate value of works in hand

PROFORMA 'F'

DETAILS OF DEVELOPER'S ORGANISATION STRUCTURE

(To be printed on Bidders Letter Head)

Name of the Developer

Address (Head Office)

Telephone No.

Fax No.

Description of company

Registration and Classification

Name and address of Bankers

No. of years' experience

Name and address of Principals of Company to be Associated in the project and whether parent/ Subsidiary others.

Attach Organization Chart Showing the structure of the Company including names and Position of Directors and key personnel

Seal and signature of Bidder

Name and Designation of Signatory Date:

Place:

Note: Use separate forms for no. of partners in case of partnership or Joint Venture firm.

PROFORMA 'G'**LITIGATION HISTORY**

(To be printed on Bidders Letter Head)

Name of the bidder: _____

The Bidder, including each partner of a joint venture, should provide Information on any history of litigation or arbitration resulting from contracts executed in the last five years and currently under execution. A separate sheet should be used for each partner of a Joint Venture.

Award for/ Against the Bidder	Name of the Client, cause of litigation and matter in Dispute.	Dispute amount (current value)	Actual amount awarded or decision or dispute	All pending litigations.

Seal and signature of Bidder

Name and Designation of Signatory Date:

Place:

PROFORMA 'H'

DECLARATION FOR SITE VISIT

(To be printed on Bidders Letter Head)

To,

Secretary/Chairman,

Gangotri Co.-Op. Housing Society Ltd.,

Plot No. 04, Sector 03, Nerul, Navi Mumbai – 400 706.

I/We, _____ Director/Partner/Authorised representative of _____, have visited the Society site at M/s. Gangotri Co-op. Housing Society Ltd., bearing Plot No- 10, Sector - 03, Nerul, Navi Mumbai - 400 706. I hereby certify that I have obtained sufficient information to enable to fill in the Tender with all its clauses and conditions therein, for the works to be prepared.

Our failure to visit the site and collect adequate information shall not relieve us from the responsibility for properly filling the Tender. We shall not raise any claim on the grounds that we are unfamiliar with the location and/or nature of the Site and we confirm that the society is entitled to reject any such claim

Seal and signature of Bidder

Name and Designation of Signatory

Date:

Place:

Time:

PROFORMA 'I'
DEED OF INDEMNITY

This Deed of Indemnity is executed at _____ on this ____ day of _____, 20.

BY

M/s. _____, a Company/Firm/LLP registered under the Companies Act, 2013 / Indian Partnership Act, 1932 / LLP Act, 2008, having its registered office at _____,

hereinafter referred to as "the Developer" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns)

In Favour of

Gangotri Co-operative Housing Society Ltd., a registered co-operative housing society under the Maharashtra Co-operative Societies Act, 1960, having its address at Plot No. 04, Sector 03, Navi Mumbai – 400 706, hereinafter referred to as "the Society" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns).

- 1) I/We hereby agree and undertakes to indemnify and keep indemnified the Society, its office bearers, members, legal heirs, and successors from and against all suits, claims, actions, damages, demands, losses, costs, and expenses whatsoever which may arise due to any breach, non-compliance, or non-performance of any of the terms and conditions of the Tender Document or Agreement entered into by the Developer with the Society in the tender process.
- 2) I/We shall indemnify the Society against any legal, financial, statutory, or regulatory consequences arising due to any act of commission or omission on part of the Developer or its agents/subcontractors during the redevelopment process.

- 3) This Deed shall remain valid and binding throughout the term of the redevelopment project and until the issuance of the Occupation Certificate (OC) and handover of redeveloped premises to the Society in full satisfaction.

Yours Sincerely,

Signature: _____

Name: _____

Designation: _____

Witness,

Signature: _____

Name: _____

Address: _____

15. ANNEXURES

ANNEXURE A

PMC APPOINTMENT LETTER

GANGOTRI CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registration No: NBOM/CIDCO/HSO/(T. C)/10344/DR/2024-2025 DATED 05/09/2024)

PLOT NO. 4, NL-5, BUILDING NO : 7 TO 12, SECTOR-3, NERUL, NAVI MUMBAI 400 706.

Ref No.

Date

Ref no: GCHSLTD/067

Date: 19-04-2025



To,
M/s Dimensions Architects Pvt. Ltd.
Plot No. 99, Sector-8
Vashi, Navi Mumbai - 400703

Subject: Appointment as Project Management Consultant (PMC)

Dear Sir/Madam,

We are pleased to inform you that in accordance with the provisions of the Maharashtra Cooperative Societies Act and Rules, and as per the resolution passed in the Special General Body Meeting held on April 13, 2025, the members of Gangotri CHS Ltd. have approved the appointment of your firm, Dimensions Architects Pvt. Ltd., as the Project Management Consultant (PMC) for our society's proposed redevelopment project.

Your appointment was confirmed through majority voting by the members during the said meeting, reflecting the collective will, trust, and confidence of the society in your firm's professional capabilities and track record.

We extend a warm welcome to you on behalf of all the members of Gangotri CHS Ltd., and we look forward to a transparent, cooperative, and successful association as we move forward with the redevelopment process.

Kindly acknowledge receipt of this letter and confirm your acceptance of the appointment along with necessary documentation, as per CHS guidelines.

Thanking you,

Warm regards,
For Gangotri CHS Ltd.

Accepted and Agreed
For Dimensions Architects Pvt. Ltd

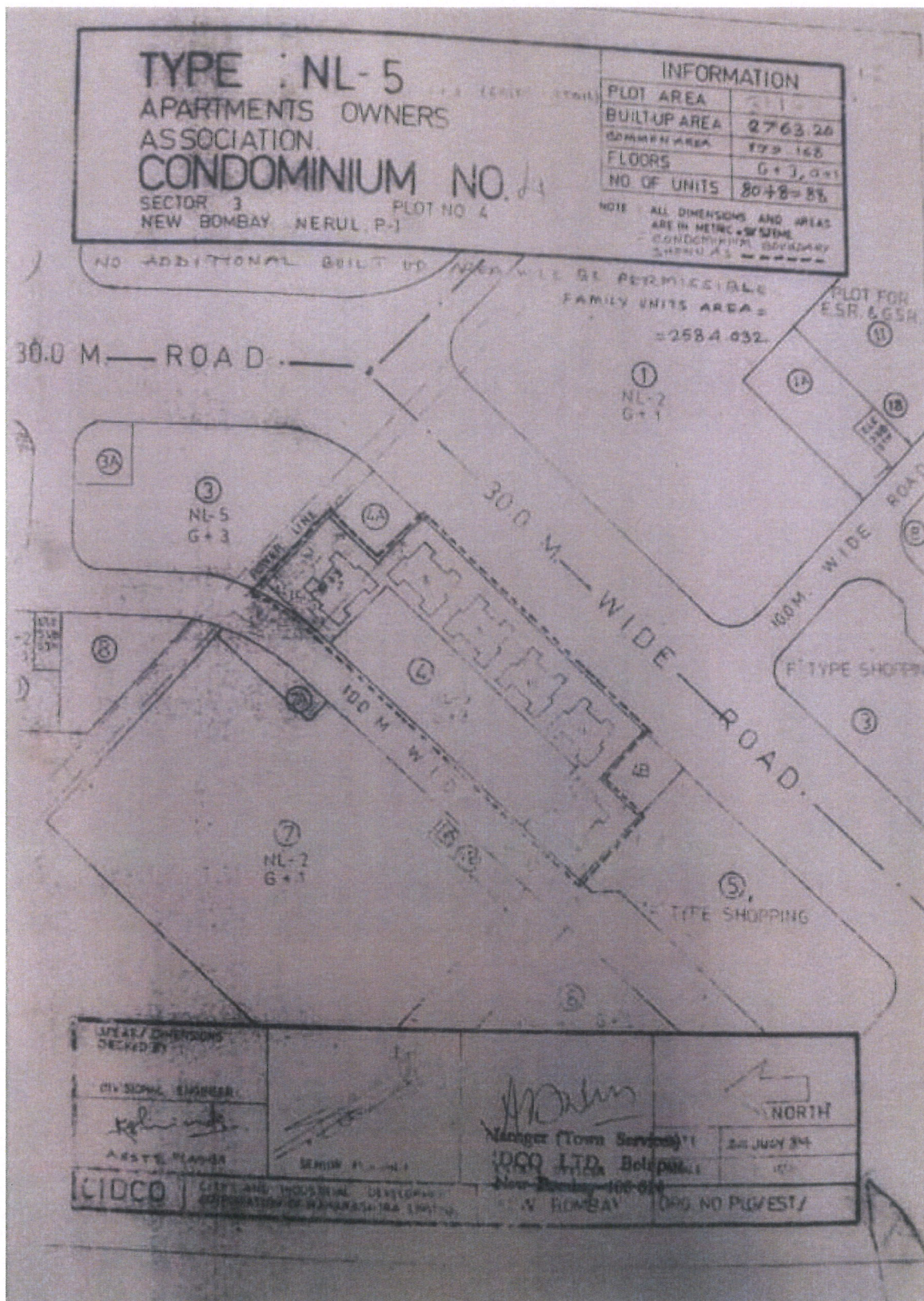


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GANGOTRI CO-OPERATIVE HOUSING SOCIETY LIMITED
[Signature] *[Signature]*
CHAIRMAN SECRETARY TREASURER

ANNEXURE B

CIDCO CONDOMINIUM PLAN



ANNEXURE C

CIDCO CARPET AREA

CIDCO NERUL HOUSING ESTATE

ANNEXURE A TO THE AGREEMENT FOR SALE OF APARTMENT
ANNEXURE B TO THE DEED FOR APARTMENT

NL 5 TYPE BLDG IN
SECTORES 3,9,11. AT
NERUL, NEW BOMBAY.

CARPET AND BUILT UP AREA STATEMENT

ACCOMMODATION	CARPET AREA	BUILT UP AREA
LIVING	11.15 SQ. MTS.	
BED	7.45 "	
COOKING	3.70 "	
NAHANI	1.26 "	
WC	0.86 "	
TOTAL	24.45	31.40 SQ. MTS.

I, V.S. Gadhale, architect, do hereby certify that this is an accurate copy of the Typical Floor plan of NL-5 type building as shown above and approved by the local authority namely City & Industrial Development Corporation of Maharashtra Limited within whose jurisdiction the building is located and that the said plans fully and accurately depict the line diagram apartment numbers and dimensions of apartment as built.

I solemnly affirm that what is stated above is true to the best of my knowledge, information and belief.

Solemnly affirmed at C.D.D. Bldg. No. 10.

This 16th day of AUGUST 1984.

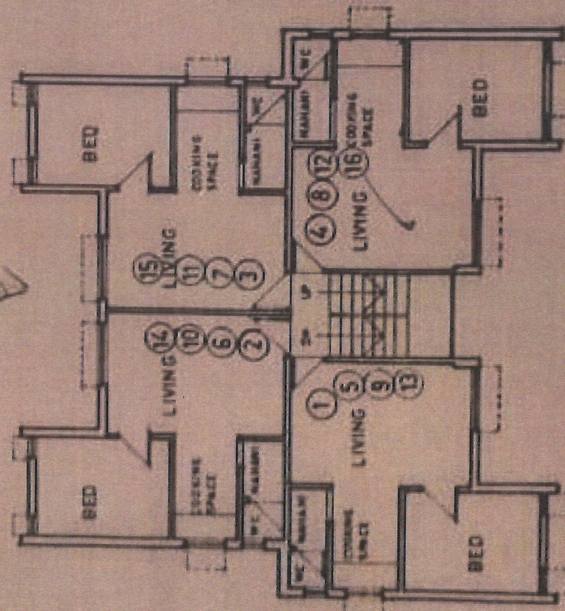
V.S. Gadhale

(V.S. Gadhale)

Architect,
CIDCO LTD., CIDCO Bldg.,
C.D.D. Bldg.,
NEW BOMBAY.

BEFORE ME

TYPICAL FLOOR PLAN



Estate Officer
CIDCO LTD. CIDCO Bldg.
New Bombay-400 011

DEADLINE – 26TH JULY 2025

TIME – 03:00 PM TO 06:00 PM

(NO TENDERS WILL BE ACCEPTED AFTER THE DEADLINE)

THANK YOU
GANGOTRI CO-OP. HOUSING
SOCIETY LTD.

PLOT NO. – 04, SECTOR – 03, NERUL, NAVI MUMBAI.

PROJECT MANAGEMENT CONSULTANT



DIMENSIONS
ARCHITECTS PVT. LTD.



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



+91 85913 63641



pmc@dimensionsarchitect.in



<https://dimensionsarchitect.in/>



DIMENSIONS
ARCHITECTS PVT. LTD.