

# **TENDER DOCUMENT**

**FOR REDEVELOPMENT / RECONSTRUCTION WITH  
DEMOLITION OF THE EXISTING BUILDINGS IN PREMISES**

**OF**

**COSMOPOLITAN-II CO.OP.HSG SOC LTD**

(Registration No. N.B.O.M/CIDCO/H.S.G (O.H) 768/J.T.R/199-2000 dated 28.04.1999)

**PUNIT PARK, PLOT NO.182 C, SECTOR-17, NERUL, NAVI MUMBAI - 400 607.**

## **VOLUME - I**

## **COMMERCIAL SPECIFICATIONS**

**Serial No. : COSMO-2CHSL /**

**Issued on : / / 2025.**

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**VOLUME - I**

**COMMERCIAL SPECIFICATIONS**

**COMMERCIAL VOLUME - I**

**SECTION – 1**

**Notice Inviting Bids**

# COMMERCIAL VOLUME - I

## SECTION – 1

### Notice Inviting Bids

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## Notice Inviting bids

The COSMOPOLITAN- II Co-operative Housing Society Limited, invites bids for demolition of existing buildings & reconstruction in place of old dilapidated buildings under the redevelopment schemes as proposed and adhere to the various orders / circulars issued by the Government of Maharashtra. The Sealed lump sum BIDS are invited from the Developers of repute and having adequate expertise, skill, financial resources and experience in the execution of similar projects of comparable size and nature for the **REDEVELOPMENT OF “COSMOPOLITAN-II C.H.S.L.”, AND THE PROPERTY situated at Punit Park, Plot No. 182 -C, Sector -17, Nerul, Navi Mumbai – 400706.** Plot admeasuring 7178.85 Sq. Mtr. as per the CIDCO demarcation in lease agreement.

The existing society have one Tower Building (Ground + 7 stories) and seven building complex housing 27 row houses & 20 shops. There are 109 tenements in the Tower Building (G + 7). Total area occupied by 156 members. The plot no. 182 C, Sector – 17, Nerul (East), Navi Mumbai, is leased by M/s CIDCO (LESSOR) to the COSMOPOLITAN-II Co-operative Housing Society Limited (LESSEE). The proposed redevelopment project is to be constructed on the same plot.

The schedule for the bidding event shall be as under:

Sr.No.	Event	Date(s) / Time
1	Start date of sale of bid documents & accepting bid document cost in DD or pay order	30.04.2025
2	Last date of sale of bid documents & accepting bid document cost in DD or pay order	15.05.2025, closed at 7 PM
3	Last date of acceptance of Commercial / Technical deviation (queries / comments), in the format attached with the Section – 2 of the Volume – I.	20.05.2025
4	Pre-bid meeting (starts from)	27.05.2025 Venue, Time & date will be intimated to each bidders
5	Last Date for submission of bid (Techno-commercial offers) in physical form along with original EMD, in the society office.	12.06.2025, closed at 7 PM
6	Bid offer opening date & time	Will be opened in SGM, date & time will be intimated later

- |    |  |  |
|----|--|--|
| a) | Nature of work:                        | <p>Redevelopment / reconstruction of COSMOPOLITAN-II Co-op. Housing Society Ltd. buildings with demolition of the existing buildings by obtaining Intimation of Disapproval (IOD) and Commencement Certificate for construction of new building/buildings, by utilizing maximum permissible plot potential by loading of FSI/TDR &amp; ancillary FSI in the name of the society, In line with provision of under Unified Development Control and Promotion Regulations (UDCPR) and RERA obtaining of, building Completion Certificate and Full Occupation Certificate along with all amenities, installations and approvals for the Entire Project.</p>  |
| b) | Time for completion of entire project: | <p><b>36 (Thirty Six )</b> months from the date of Construction permission (Commencement certificate - CC), subject to receipt of CC within three months from the date of issuing of LOI. The entire project shall mean and include the construction of existing members new area, the free sale area, the car parking spaces, the land scraping, amenities and boundaries walls and all other mutually agreed and mandatory structures, installations and facilities with full Occupation Certificate along with BCC with permanent water, electricity and gas connection. The completion period of Redevelopment shall be of not more than three years and in special cases not more than 4 years in case of any exigencies.</p> |
| c) | Validity of offer:                     | <p><b>180 days</b> from date of bid opening. However, the validity may be extended by mutual consent.</p>  |



- |    |                              |  |
|----|------------------------------|--|
| d) | Earnest Money Deposit:       | <p><b>Rs.25,00,000/- (Twenty five Lacks only)</b></p> <p>Without any Interest, by demand draft/pay order in favour of COSMOPOLITAN-II Co-op. Housing Society Ltd. . Payable at Mumbai to be accompanied along with the bid document and not with the financial bid.</p>  |
| e) | Cost of bid documents:       | <p><b>Rs.1,00,000/- (One Lakh only)</b> per set payable in the name of COSMOPOLITAN-II Co-op. Housing Society Ltd. By pay order/demand draft (non-refundable).</p>   |
| f) | Bid document availability:   | <p>Bid document will be available at SOCIETY Office, D wing, Cosmopolitan – 2 CHSL, Plot No. 182 C, Sector – 17, Nerul (East), Navi Mumbai – 400 706</p> <p>Bid document will be available at M/s Liladhar Parab Architects &amp; Designer, 2005/2006, Cyber One, Plot No. 4 &amp; 6, Sector – 30 A, Vashi, Navi Mumbai</p> <p>And</p> |
| g) | Place & date for submission: | <p>Sealed bid document shall be submitted at society office of COSMOPOLITAN-II Co-op. Housing Society Ltd. D wing, "Punit Park, Plot No. 182C, Sector-17, Nerul, Navi Mumbai 400 706. Upto 6 pm; on or before 12.06.2025.</p>  |
| h) | Security Deposit:            | <p><b>Rs.50,00,000/- (Fifty lakh only) ,</b></p> <p>Without any Interest, by way of demand draft/pay order in favour of COSMOPOLITAN-II Co-op. Housing Society Ltd. . Payable at Navi Mumbai, upon selection and appointment of developer and simultaneously on issue of Letter of Intent (LOI). The EMD of Rs.</p>                    |

- 25,00,000/-, for successful bidder will be adjusted in the Security deposit.
- |    |   |   |
|----|---|---|
| i) | Bank Guarantee against rent,:<br>Brokerage & shifting | The developer shall submit Performance Bank Guarantee from a Nationalized Bank of amount Rs. 10 Crores (Rupees Ten Crores) to the Society. The bank guarantee against defect liability period, hardship compensation, rent, brokerage & shifting charges till possession of new accommodation in reconstructed society buildings.   |
| j) | Constructional Bank Guarantee<br>& Indemnity Bond     | The developer shall provide Bank Guarantee from a nationalized Bank prior to demolition of existing buildings against the construction of building/s & handing over the possession to existing members with the FULL occupation certificate. The bank guarantee should be Rs. 100 Crores ( Rupees One Hundred Crores) or 20% total of the redevelopment project cost, whichever is higher will be considered. |
| k) | Opening of bids:                                      | All the bids received shall be duly opened, <b>in SGM, date &amp; time will be intimated later</b>  |

The Developers may be (i) an individual, (ii) registered partnership firm, or (iii) Company Incorporated under Companies Act 1956. The developer shall also carry out field survey, detailed study of layout under reference, soil investigation, detailed engineering and market study for real estate etc. as may be necessary for the formulation of the redevelopment proposal as per the terms & conditions of this bid document for this entire project.

The Developers shall ascertain exact physical area of the plot, area under road setback, amenity open space requirement or any other statutory reservation & net plot area for ascertaining maximum permissible FSI, TDR & ancillary FSI that can be loaded on the plot for redevelopment of the Society buildings and property.

**PROJECT PARTICULARS:**

The plot abuts **20.00** meters wide Road and is eligible for Road FSI under Regulation of Unified Development Control and Promotion Regulations (UDCPR).

Area of the plot **7178.85 Sq. Mt.** As per Physical Survey & as per demarcation plan it is **7178.85 Sq. Mtr.** The developer shall ascertain the plot area prior to submitting the tender to society.

The Developer whose bid is accepted, selected and appointed by the General Body of the Society will be allowed to utilize 'the Maximum Permissible FSI' available as on date of acceptance of the bid, The developer should consult the Project Management Consultant and verify the plot potential before submission of his offer.

The Developer shall arrange his own funds and financial resources for this redevelopment project of the Society and the developer shall not be entitled to create any charge, lien and/or mortgage in any form in respect of the property of the society. The Society and the existing members shall not transfer to the Developer the ownership or possession of the Society property or any rights therein save and except the right to redevelop the property in the manner mutually agreed to between the society and the Developer. The Developer shall not create any encumbrances or create any third party interest on the Society's land and its property at any stage of redevelopment.

The right to revise or amend this notice and or the bid document fully or partly, prior to the last date notified for submission of offers or on any subsequent date is reserved by the Society.

The Society reserves the right to reject any or all the bids/offers and /or accept the lowest, highest or any other bids/offers without assigning any reason whatsoever. The decision of the Society will be final & binding on all.

## **Declaration by the bidder / undertaking by the Bidder**

### **2. (A) on letter head by bidder**

Date:...../...../2025.

**To,**

**The Hon Secretary,**

**COSMOPOLITAN-II C.H.S.L.**

Punit Park, Plot No.182C,

Sector-17, Nerul, Navi Mumbai.

Subject: Redevelopment / Reconstruction of COSMOPOLITAN-II Co-op. Housing Society Ltd.  
Buildings with demolition of the existing buildings Situated at Plot No.182C, Sector-17,  
Nerul, Navi Mumbai 400 706.

**Ref.:** Invitation for Bids document No. issued on /xx/ 2025

Dear Sir,

Having visited and studied the site/layout/plot under reference and examined the maximum permissible FSI/TDR under UDCPR and ancillary FSI of the plot, project particulars, bid documents, general conditions of contract, special conditions of contract and technical specification & other documents forming part of the bid document by virtue of their specific and implied mention in these documents for the redevelopment named above, I/ we, the undersigned hereby offer to construct , execute ,complete & hand over the entire project work of Redevelopment of the Society property , in conformity with the bid documents and the Redevelopment agreement to be executed between the society & the Developer.

We hereby, agree to all your terms & conditions of this bid document.

I/we further undertake / confirm/agree that:-

1. The plot potential shall be utilized by loading the maximum permissible FSI/TDR & ancillary FSI under UDCPR & as per prevailing rules & regulations as on the date of submitting the bid by me. I/We are submitting the offer based on prevailing Rules & Regulations.
2. We will abide by this bid for the period specified in the bid notice. It shall remain binding on us that the bid period may be extended by mutual consent before the expiry of the bid period. In case of any default by us in our obligations to renew the bid period by mutual consent, we acknowledge hereby that you are at liberty to forfeit the earnest money deposited, herewith.
3. Until a formal redevelopment agreement is prepared & executed, acceptance of this bid shall be binding on both the parties subject to modifications as may be mutually agreed to & between us.
4. The Society can appoint as per tender document, Architect/PMC/Structural Engineer/Elevation Designer/Site Supervisor/Solicitor/Legal Advisor/Tax Consultant and all other necessary

consultants for the proposed redevelopment project monitoring and review and to pay their professional fees through the society.

5. On failure to complete the entire project work within the specified time period as mentioned or as may be mutually agreed, I/we will be liable to pay liquidated damages/penalty amounting to Rs. \_\_\_\_ for the period of default without prejudice to the Society's other rights to recover damages.
6. In the event of my/our, failure to commence the work within the prescribed period after issue of letter of intent (L O I), the society shall be entitled to forfeit the full amount of earnest money and other securities, invoke performance bank guarantee and enforce the conditions of redevelopment agreement as shall be entered into between the Society & the developer.
7. The stamp duty, registration charges, taxes or any other levies and out of pocket charges as applicable towards registration of redevelopment agreement, permanent accommodation agreement or any other deeds or indenture and the purchase of FSI including premium FSI, permissible TDR, ancillary FSI etc. shall be borne by me/us alone. The cost of all FSI/TDR/ancillary FSI to be loaded on the said land will be borne by me/us. I/we alone shall be liable to pay the premium that may be required to be paid to the concerned authorities for loading such FSI/TDR/Ancillary FSI, the development charges, out of pocket expenses etc. to obtain permissions and NOCs and to construct & redevelop the Society buildings.
8. That you are not bound to accept, the lowest/highest or any of the bid/s the Society has received.
9. I/we shall undertake the necessary demarcation of all the four road line remark, DP remark, junction curves for consideration of area under road setback, demarcation of POS (Public Open Space/Amenity Open Space) etc. and the same shall be carried out by me / us, at my / our own cost.
10. I/we, shall pay security deposit of Rs. 50,00,000/- (Rupees Fifty Lakhs) by demand draft/pay order in favour of "**COSMOPOLITAN-II C.H.S.L.,**" payable at Navi Mumbai at the time of issue of Letter of Intent (LOI) by the Society.
11. I/we shall undertake the task of planning, designing and execution of redevelopment as may be conceived by the Society & the Developer and as mutually agreed between us.

Yours Truly

Name & Designation of Signatory

Date:

Place:

Sign & Stamp of Developer.....

**2. (B) on letter head by bidder**

**TO,**

**The Hon Secretary,  
COSMOPOLITAN-II C.H.S.L.**

Punit Park, Plot No.182C,  
Sector-17, Nerul, Navi Mumbai.

Ref: Your advertisement in\_\_\_\_\_dated\_\_\_\_\_

It has come to my/our knowledge through sources (newspaper advertisement of notice/otherwise) of the proposed redevelopment of your plot.

I/We are the Director/Owners/Proprietor/Partners of the firm and I/we are authorized to bid for the proposed redevelopment of your plot.

I/We hereby would reassure you of the following aspects of the project;

I/We have verified ourselves with the details/information as provided here along with the offer document as regards the plot layout, the ownership status the existing layout of the buildings, the condition of the buildings and the ground realities as regards the various structures / amenities on the plot and have ascertained the same from the relevant depts.

I/We have visited the site and have ascertained the plot layout and the exact location and the condition of the buildings.

I/We have verified ourselves and are conversant with the UDCPR and various municipal policies/procedures as also with other relevant depts. before submitting this offer.

I/We have made my/our own evaluations and assessment of the project and are satisfied by the same. I/We also stand by our offer irrespective of any add/alt in the various Govt. / CIDCO/NMMC amendments. I/We have visited the site and are fully aware of the site conditions.

I/We have paid a sum of **Rs. 1,00,000/- (Rupees One lakhs only)** & applicable levies, towards the Bid document Cost and am/are fully aware of the non-refund ability of the same .As also I/we understand the right and the requirements of the society to reject my/our offer without assigning any reasons to whatever.

I/We also assure the society that we shall work in joint co-operation of the committee members and the Society, PMC/ Architect /Consultants of the society for the successful completion of the entire project.

I/We are submitting herewith pay-order/ demand draft of Rs.25,00,000/- (Rupees twenty five lakhs) (Interest free) in favour of **COSMOPOLITAN-II Coop. Hsg. Soc. Ltd.**, as the Earnest Money Deposit.

Finally, I/We assure you to abide by the all the bid terms and conditions along with the technical specification as mentioned herein and would always comply with them to achieve better results.

Yours Truly

Name & Designation of Signatory

Date:

Place:

Sign & Stamp of Developer.....

NOTE:

- (1) Power of Attorney of the person signing the bid document to be notarized on Rs.500/- stamp paper and be submitted.
- (2) Partnership Deed of Memorandums of Company to be submitted.
- (3) Approved of the board of directors for a limited company participating in the tender.

**VOLUME - 1**  
**SECTION – 2**  
**INSTRUCTION TO BIDDER**



# COMMERCIAL VOLUME - I

## SECTION – 2

### INSTRUCTION TO BIDDER

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**INSTRUCTION TO BIDDER****1. SITE**

- A. Before submitting the bid, bidder must visit the site of work at his own expenses and familiarize himself with all the site conditions and surrounding of the property, approach roads and means of access, availability of materials, camping facilities, magnitude of work etc., including proper assessment of all technical, factual, legal, regulatory and potential constraints or restraints which may affect the work.
- B. All necessary access road/s will have to be made and maintained by the Developer at his cost till the redevelopment process is completed in all respect. The other agencies employed by the Developer may use the access road/s and the Developer shall not claim any money or compensation or object to such use of access road/s.

**2. BID**

- A. Bid shall be submitted in the prescribed format and manner complete in all respect without keeping any column / information blank.
- B. Each page of the bid document is required to be signed by the authorized person of the bidder supported by necessary Power of Attorney / Board Resolution or any other comparable document of authorization, Any bid with any of the document not so signed and / or not supported by necessary document of authorization shall be liable to be rejected or not be considered at all. No alterations, additions or erasures in the bid document are permitted and will cause such bids liable for rejection.
- C. Bid form must be filled in English, Erasures and alterations made, if any, while filling the bid must be initialled by the authorized person of the bidder.
- D. In case the bid is submitted by any proprietary concern, It shall be signed by the proprietor only. The proprietor should submit bank signature verification card from respective banker. In case of registered Company, Partnership Firm, the seal of the Company/Firm shall be affixed over the signature of one or more directors/Partners as may be provided in the Articles of Association or Deed of Partnership.
- E. If is found that two or more persons who are or have been connected with one another either financially or as Principal and Agent or Master and Servant (or connected in any manner or is/are directly or indirectly controlling, controlled by, or under direct or indirect common control with any party/person by way of composition of a majority of the board of directors of the Party

or partners or by virtue of voting rights/shares or having beneficial interest therein) (hereinafter referred to as "Related Parties) have submitted the bids under different names for redevelopment, without disclosing their interest / connections, then such bids will be rejected, even if found to be qualified on other parameters and earnest money Deposit will be forfeited. The bidders are required to give complete list/details of all such related entities sister companies / sister concerns that is / are connected in any manner as stated hereinabove.

### **3. SUBMISSION / PRE-QUALIFICATION & OPENING OF BID**

- A.** Bid shall be submitted in accordance with the instructions and any bid not confirming thereto is liable to be rejected/cancelled. The bid shall be submitted in two parts viz, pre-qualification bid and financial bid.
- B.** The pre-qualification bid shall include the description of the Builder's/Developer's firm/company in the formats attached with section – III of Volume -I for Bidders qualification Requirements printed in a separate sheet and kept in sealed envelope super scribed "Pre-Qualification of Developer".
- C.** The "Financial Bid" shall comprise of all documents in this bid [duly filled in] except the pre-Qualification bid and kept in sealed envelope super scribed "Financial Bid" for proposed redevelopment of existing buildings of COSMOPOLITAN-II Co-op. Housing Society Ltd. .
- D.** Both these sealed envelopes should be kept in a third main envelop along with Demand Draft for Earnest Money Deposit and super-scribed "**Bid/offer for proposed Redevelopment of the Existing Buildings known as COSMOPOLITAN-II Co-op. Housing Society Ltd. .** and same should be submitted to the Secretary /Chairman of the Society during the office hours.
- E.** The pre-qualification bid will be opened first by the Society and PMC and the Builders/Developers who are found competent enough by the Society in consultation with the PMC will be considered for evaluation of their financial bid and subsequent selection, appoint and award of work.
- F.** The financial bid of the Builders/Developers who do not satisfy the pre-requisites mentioned in pre-qualification bid will not be considered. The bid which do not fulfil any or all of the above conditions or are incomplete in any respect are liable to be summarily rejected.
- G.** Corrections, if made, shall be made neatly and clearly and duly attested by one of the authorized person, of the Company or the Firm.
- H.** Bids shall be opened at the time and place as mentioned in the notice aforementioned or as intimated to the bidders by the Society.

### **4. EXCLUSIONS / DEVIATIONS (Commercial / Technical)**

Any deviations from or exceptions to the tender specifications, terms, conditions, data must be listed under a specific heading of deviations in a separate sheet and must be included in the offer. Deviations mentioned at any other place(s) may be ignored by the Society.

The deviations/ exclusions, both technical as well as commercial, specified by the bidders will be examined by the Society, If necessary, the Society may request the bidder by a written notice for withdrawal of the said deviation/exclusion. In case the bidder refuses to withdraw the deviation/exclusion, the Society reserves the right to reject the bid.

Society expects minimal or no deviation in the bidder's offer. The minimum number of deviations will be one of criteria of bid evaluation.

Bidder's standard terms and conditions shall not be considered. If the bidder submits its terms and conditions, it is liable for rejection, unless accepted in writing by the Society.

If no deviations are mentioned in such a separate heading of deviations, the entire tender shall be deemed to be fully acceptable to the bidder. If some deviations are mentioned under the heading of deviations, then other than the mentioned deviations, the rest of the Tender Document shall be deemed to be fully acceptable to the bidder.

Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and shall be null and void.

A. The Bidder may in the forwarding letter mention any points which he/they may wish to make clear, but Society reserves the right to reject the same if the whole/part of bid becomes conditional.

B. The Bid will be liable to be rejected outright if while submitting it:

- ❖ Any of the pages of the Tender Document are removed / replaced.
- ❖ All corrections and additions or pasted slips are not initiated and seal affixed by the bidder.
- ❖ The bid is not complete in all respects.
- ❖ Earnest money Deposit is not submitted with the bid at time of Submission.
- ❖ All pages of the BID are not sealed & signed by the bidder.

## **5. TIME OF COMPLETION**

The time shall be considered to be the essence of the contract. The Developer shall strictly adhere to the Project duration as specified in the Tender Document. The Construction certificate (CC) shall be obtained within 3 months after issue of LOI. The entire project of redevelopment of the Society buildings shall be completed within 36 months from the date of issue of CC by the planning authority, an additional grace period of 06 months will be permissible only with the consent of the Society.

## **6. WITHDRAWAL OF BIDS:**

The Developer may withdraw its Bid before Bid opening provided that written notice of the withdrawal is received by the Society prior to the deadline for opening of Bids.

No Bid may be modified by the Developer after the deadline for submission of Bids. Withdrawal of the bid during the interval between the deadline for submission of bids & expiration of the period of Bid validity will result in the forfeiture of the Earnest Money Deposit

**7. SOCIETY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASON THEREOF:**

The Society reserves the right to accept or reject any or all the Bids at any time prior to award of contract, without assigning reason thereof and without incurring any liability to the affected bidder and the decision of the Society will be final and binding on all the Bidders.

**8. NOTIFICATION OF AWARD:**

The Society during the BID validity period or such mutually agreed extended period shall select and appoint a developer in the presence of authorized officer from the office of the deputy registrar and issue the Letter of Intent (LOI) to the selected developer for Redevelopment of Society buildings, from the shortlisted developers as required under government GR dated 4th July 2019.

**9. LETTER OF INTENT:**

- a. The Society shall issue a Letter of Intent (LOI) to the selected Bidder/ within one week from the date of his selection in presence of the representative of the Joint / Deputy Registrar of Co-op. Housing Societies (CIDCO), CBD Belapur, in the Special General Body Meeting. Within one week from the date receipt of the Letter of Intent, the selected Bidder/Developer shall send a letter of acceptance to the Society together with payments to be released at that stage. The Society reserves the right to extend this timelines and upon such extension inform the developer in writing.
- b. If the developer does not accept the Letter of Intent within specified time and / or does not release additional payments payable at that stage, the society may cancel the LOI issued without further notice, his interest free Refundable Deposit will be forfeited by the society and the society shall be free to appoint any other developer, it deems fit.
- c. Issuance of the LOI shall not constitute appointment of the selected developer for redevelopment nor does it amount to a contract. The Letter of Intent may contain certain conditions regarding the intended performance of the developer within 6 months until the Development Agreement is signed. If the developer does not fulfil those conditions, his Letter of Intent may be cancelled and his interest free refundable deposit will be forfeited by the Society and the Society shall be free to select any other developer. The appointed developer shall get the plans for proposed construction approved from society and also the Draft DA with 03 months from date of issue of LOI as intended performance.
- d. After the tender is submitted, no change in the constitution of the developer shall be allowed. If a change is sought, the same shall be at the sole discretion of the Society and subject to the prior written approval of the Society, and if the same is not permitted by the Society, the Letter of Intent will be cancelled and the developer's refundable deposit will be forfeited and /or in the event development Agreement has been executed at such time then the consequences as mentioned therein will follow.

- e. The Society may enter into a development Agreement with Developer within **3** months from issue of LOI. If the developer fails to sign the development Agreement when called upon to do so, his Letter of Intent may be cancelled and his Security deposit will be forfeited by the Society, and the Society shall be free to select any other developer.
- f. The Society will execute all papers, writings, documents and sign all plans, forms, applications as may be required for the redevelopment, from time to time, in terms of the Development Agreement for obtaining the benefit of the plot F.S.I. and plot T.D.R. / F.S.I., Fungible FSI.
- g. The Developer shall complete the entire redevelopment work with receipt of full occupation certificate within a period of 36 months, from the date of Construction permission ( Construction Certificate) of the entire project. The developer shall provide, the common amenity such as car parking spaces for the society, water connection with OHT, UGT, electrical connection, connection / reconnection of all other utilities as specified in tender, secured entry along with watchman's cabin shall be completed.

#### 10. SIGNING OF AGREEMENT

A redevelopment agreement shall be duly executed between the society and the selected developer on mutually agreed terms and conditions for the redevelopment of the society building

#### 11. SECURITY DEPOSIT

The Bidder whose bid is accepted shall be required to present himself in person at the office of the Society for the issue of Letter of Intent. He shall pay security deposit of Rs.50,00,000/- (Rs. Fifty Lakh only) by demand draft/pay order in favour of, COSMOPOLITAN-II Co-op. Housing Society Ltd. Payable at Navi Mumbai at the time of issue of Letter of Intent (LOI) by the Society. Failure to furnish the security deposit at the time of issue of Letter of Intent (LOI) shall constitute a breach of tender conditions in which case the Earnest Money Deposit accompanying the bid shall be forfeited by the Society as liquidated for such default without prejudice to the Developer being liable to make for any further loss or damages incurred in consequence thereof by the Society. Also refer Sr. No. 'h' of Section – 1, clause no. 9 of Section – 5, clause no. 13 of Section - 7 of Volume - 1 of the specification.

#### 12. RETURN OF BID DOCUMENT

- a. The Bid document together with notice inviting the bid shall eventually form part of the contract agreement to be entered into between the parties.
- b. The Notice Inviting Bid [tender document] complete with all enclosures shall be returned to the Society by every bidder to whom it is issued, irrespective of whether the wishes to submit the offer or not.

### 13. CONSTRUCTION MATERIALS

- a. All construction materials and manpower required for the contract shall be provided by the Developer. All transportation, unloading at site, handling, storage after delivery shall be the sole responsibility of the Developer.
- b. The Developer shall maintain a proper account of all the materials received and consumed and shall submit records and documents as directed by the Society / PMC in regard to their procurement and consumption on regular intervals / completion of the work.
- c. The materials procured by the Developer at all times shall be open for inspection by the Society & PMC. The responsibility for loss, damage or theft of these materials, shall rest entirely with Developer. These materials shall not be removed from the site by the Developer due to any reason whatsoever without the written permission of the PMC.

### 14. SAFETY CODE & PROVISIONS

Safety precautions shall be followed as per the "Safety Codes & Various Safety Provisions" Incorporated or not in the bid complying all statutory requirements.

### 15. SECURITY DEPOSIT & EMD

The Security Deposit and Earnest Money Deposit will not bear any interest to the bidder. All interest earned on the EMD & Security Deposit shall belong to the Society alone. The Society shall not pay interest to the bidder, any on the EMD or security deposit submitted to the Society.

### 16. PRESENTATION

The shortlisted bidders will be required to make presentation of the proposal before the Society with details of project lay out proposed, benefits to the members, Cash Flow for the project and cost evaluation data etc.

### 17. SITE VISIT:

The shortlisted bidders shall make arrangement for the site visit of their completed / ongoing projects of same / similar nature & size.

### 18. EVALUATION OF THE BIDDERS

The offer of developer most beneficial to the Society in terms of additional carpet area, corpus fund, displacement compensation etc. to be given by the developer and the outcome of the negotiations by the Society will be considered for acceptance of the bid irrespective of fulfilment of all the conditions by other developers. Acceptance of bid shall be subject to satisfaction of the Society. It is further clarified that Society shall have the unquestionable right to shortlist the developers and to negotiate with such listed developers before appointing the successful bidder.

### 19. WITHDRAWAL OF BID

The bidder cannot withdraw the Bid once submitted till the validity of bid; this may result in forfeiture of the EMD.

### 20. PROCESS TO BE CONFIDENTIAL

After opening of Bids, information relating to presentation, evaluation and comparative statement etc., shall not be disclosed to other bidder or other persons not officially.

Concerned with the process. Canvassing in any form shall lead to disqualification of the bidder. The bid documents are to be treated as private & confidential.



## 21. DEVELOPMENT AGREEMENT:

The Society shall enter into a Redevelopment Agreement with the developer selected and appointed by the General Body of the Society. It shall be executed to utilize the maximum permissible FSI after taking into consideration, the Physical Plot Area approximately admeasuring 7178.85 **Sq. Mtr.** For the existing members "new area" and the developers sale area. It is to note that the tender document (Volume – I & II) and the pre-bid minutes of meeting will be part of the Development Agreement.

## 22. PERMANENT ALTERNATE ACCOMMODATION AGREEMENT:

The successful bidder who is selected and appointed by the Society as the developer will have to enter into agreement with the Society and each existing member, a tri-party PAAA, till receipt of CC / IOD. Also refer clause no. 2 c, of Section 6 of Volume – I.

## 23. TRANSFER OF BID DOCUMENTS

Transfer of bid document by one bidder to another is prohibited.

## 24. SIGNING AUTHORITY

In case of Partnership firm, each partner shall sign the bid. In case of Limited Company, the bid document shall be signed by duly authorized person and it shall be supported by notarized power of attorney.

## 25. ADDENDUM / CORRIGENDUM BY THE SOCIETY

Prior to the date of opening of Bid, the society may issue addendum / corrigendum to clarify documents or to reflect modifications in the terms & conditions of the bid documents. This addendums / corrigendum shall be part of the original bid documents.

## 26. PROPOSAL

The developer shall construct, redeveloped building/s, by utilizing plot potential, loading of FSI/TDR, ancillary FSI as per UDCPR and the development rules & regulations, putting all infrastructure in place and handing over possession of the new area to the society with full occupation certificate to its existing members free of cost. All cost of the project for the entire society property redevelopment are to be borne by the developer including cost of approvals, obtaining of permissible FSI / TDR / Ancillary FSI, & CC and all other agencies / authorities, development costs, cost of construction, displacement compensation, hardship compensation, stamp duty, registration fees, shifting charges, brokerage, expenses and stamp duty & registration charges on execution of permanent alternate accommodation with the members etc. along with all other amenities, specifications mentioned in this bid document shall be borne by the developer.

The developer is to be remunerated for the above in kind, in terms of his saleable area in the building/s to be sold by him directly as part of Society property. The developer shall not be entitled to earn any revenue except by way of sale of the built up area of saleable units of the project being developers free sale area. All open spaces, common terrace, stilt areas, parking podium areas, society office, fitness centre, servant toilets, staircase, recreation floor areas and other common areas etc., shall belong the society alone.

## 27. MEMBERS NEW AREA & SALEABLE AREA

The member's new area and the developers free sale area shall be provided in the same building/s. The developer shall ensure that internal/external outlook, elevations, appearance, finishes of member's new area and developers free sale area in all building/s, should be the same and there shall be no exceptions to the conditions.

## 28. PARKING:

The developer shall be bound to construct and provide, free of cost parking to all the existing member and visitors parking to the Society, at such number as entitled and as provided in the UDCPR and as approved by the NMMC or any other Authority. However each member shall be provided with at least one covered parking and no stack parking envisaged for this project. 5-10% additional guest parking shall be provided. Sufficient numbers of two wheeler parking shall be provided. Also refer Section 5 & 6 of Volume – I of the bid documents.

## 29. QUERIES ON TENDER

Queries, if any, on Tender documents shall be addressed in writing (through letter / e-mail) to the following:

i. Project Management Consultant-

M/s Liladhar Parab Architects & Designers

2005/2006, Cyber One, Plot No. 4&6, Sector-30A, Vashi, Navi Mumbai – 400 703.

Tel. No. – 022-240068380, E-Mail: [contactatlpad@gmail.com](mailto:contactatlpad@gmail.com)

ii. Chairman/Secretary, Cosmopolitan – II CHSL

Plot No. 182 C, Sector – 17, Nerul (East), Navi Mumbai – 400706

Email: [cosmopolitan.ii.chsl@gmail.com](mailto:cosmopolitan.ii.chsl@gmail.com)

Only written queries through letter / e-mail will be replied (with a copy to the Society). All queries will have to be communicated within 7 days from the last date of collection of tenders. Responses shall not constitute amendments to the Tender Document.

## 30. Pre-bid meeting:

As indicated in Section – 1, Volume – I, for Notice for Inviting Bids, the Bidders are requested to attend a Pre-bid meeting for clarifications / deviations on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained. The bidder to submit the Schedule of Commercial deviation (Schedule – A) & Schedule of Technical Deviation (Schedule - B) to the Society & PMC prior to seven days of the Pre-bid meeting date. The submission shall be by letter & email to the society & PMC. It is to note that the pre-bid minutes of meeting will be part of the Development Agreement.

### 31. PROCESS TO BE ADOPTED

The 'Technical Bid' of the BIDDER will be opened first to verify the contents. If any short fall, vis-à-vis minimum requirement for this work in respect of financial standing, qualifications, possession of plant and equipment, past experience of executing similar redevelopment works and their organizational capability will not be considered for evaluation and scrutiny.

The 'Financial Bid' will be opened only of those bidders who have fulfilled all the requirements in 'Technical Bid'. Financial BIDS of other bidders who have been disqualified due to some shortfalls/deficiencies noticed in the documents provided in 'Technical Bid' during verification shall not be considered. Subsequently, various documents submitted by the bidders will be subjected to scrutiny by the Society and its PMC and further acceptability of the same will be decided after getting clarification, if any, from the BIDDER. The Society reserves the right to revise, modify or amend the Bid Document in part or full, prior to the last date notified for submission of bids or on any subsequent date.

The Society reserves right to reject any or all the BIDs/without assigning any reason whatsoever and the decision of the Society will be final and binding on all the Bidders.

### 32. ACCEPTANCE / REJECTION OF OFFER

- i. Conditional Bid is liable to be rejected. Bidders are advised to avoid putting conditions that are at variance with the terms and conditions already stipulated in the bid document/tender document.
- ii. It is envisaged uniform percentage rise in the existing carpet area to all the tenements (109 nos. of Flats & 27nos. of Row Houses). If the discrimination found in the offer then the bid offer will be out rightly rejected.
- iii. All the existing tenement owners have proportionate rights in the ancillary FSI. No new building or wings have improper distribution of ancillary FSI.
- iv. All the amenities are common to all wings / Buildings, no separate amenities shall be provided / shown to the wings/buildings, if found the bid offer will be rejected out rightly.

**The Society reserves the right to reject any or all the bids/offers and /or accept the lowest, highest or any other bids/offers without assigning any reason whatsoever. The decision of the Society will be final & binding on all.**

### 33. PROJECT DETAILS

#### a. ABOUT THE SOCIETY

The salient details of the plot to be developed and the existing buildings etc. are as given below:

i.	Name of the Society:	Cosmopolitan-II C.H.S.L.
ii.	Registration no. & Date:	N.B.O.M /CIDCO / H.S.G(O.H) / 768/J.T.R/1999-2000 Dated 28.04.1999

iii.	Location:	Punit Park, Plot No. 182 C, Sector-17, Nerul (East), Navi Mumbai 400 706.
iv.	Plot area as per PRC	7178.85 Sq Mtrs.
v.	Plot area as per physical survey	7178.85 Sq Mtrs.
vi.	The Plot is abutting to Road width	20.00 Mtrs. Wide Road
vii.	Plot landmarks	@ 0.8 KM from Nerul Railway Station

**b. PLOT DESCRIPTION:**

COSMOPOLITAN-II CHSL, Plot No. 182C, Sector-17, Nerul, Navi Mumbai.  
Exhibit "A" comprises of following documents of all the buildings:

Demarcation Plan

**c. EXISTING TOTAL TENEMENTS:**

- i. Tower Building – 109 no's
- ii. Row Houses – 27 no's
- iii. Shops – 20 no's
- iv. Society Office

There are 156 members in the above said Societies.

**d. DETAILS OF THE PROPOSAL/THE SCHEME:**

The Society proposes to redevelop the entire property with demolishing its existing buildings and constructing new buildings by utilizing maximum permissible Plot potential by loading FSI, TDR & ancillary FSI available as on the date under UDCPR as per the existing rules and regulations of the Government of Maharashtra, NMMC, CIDCO and any other Statutory authorities. In consideration of the Society granting development right in respect of the said property to the developer, the developer shall provide to each existing member free of cost and no ownership basis the members new flats by way of permanent alternate accommodation to the existing members herein referred to as members new area of the new buildings on term & conditions agreed to in the bid document, along with earmarked car parking spaces as approved by the NMMC. The developer shall be entitled to sell his free sale area arising from the project, hence referred to as the developer's free sale area however the developer shall not be entitled to handover possession to the purchasers of the free sale area unless the developer puts the members of the society are handed over their flats with full occupation certificate in respect of the same. The Developer has to construct new building for the use of existing members of the Society and for the prospective purchasers of the sale area and, therefore, there should not.

**e. FINANCING THE SCHEME**

The Developer shall make his own arrangements for financing the scheme from his own resources and /or from open markets etc. No advance or Loans or subsidy or mortgage of Society property or equity will be provided for the project by the Society and or on any property of the society.

**f. ZONAL BASIC FSI / PREMIUM FSI / TDR / ANCILLARY FSI:**

The Developer has to purchase the additional F.S.I. from the Government / market/ slum TDR/ road TDR etc. as per the rates prevailing at the time of the development of the property and it is the responsibility of the Developer to obtain the FSI/ TDR/ Ancillary FSI from the Government / market and load it in the name of Society before the issue of LOI by the Society. The expenditure for purchasing the FSI/ TDR/ Ancillary FSI and all the charges, fees, premium etc., as may be applicable shall be paid by the Developer alone. The financial bid submitted by the bidder & later on negotiated by the Society shall be binding on the Developer and no reduction in the offer shall be allowed at any time due & to increase in the rates of FSI/ T.D.R./ Ancillary FSI / Premiums etc. and construction cost (which includes cost of labour and material etc.) in future and no any other grounds or reasons whatsoever.

**34. SUBMISSION OF BID**

**BID REQUIREMENTS:**

The Bid Documents is to be submitted as two separate documents viz.

- A.** Envelope 1 – The bidder shall submit the following document in separate sealed covers in Envelope-1. All the following separate covers shall be marked on top with the details enclosed inside with proper header;
  - i. Schedule- II: schedule for Guarantees, Section – 4 of Volume – I, of the bid document
- B.** Envelope 2 – All the following separate covers shall be marked on top with the details enclosed inside with proper header;
  - i. Bid document duly signed & sealed on each page along with the covering letter on their letter head.
  - ii. Schedule- I: schedule for estimated project cost, Section – 4 of Volume - I
  - iii. Eligibility Declaration: Annexure – I, Section – 3, Volume – I of the Bid document, Prequalification documents along with supporting documents. (True copies duly attested and notarized).
  - iv. Solvency Certificate : Format – 6, Section – 3, Volume – I, of the Bid document
  - v. Annual turnover :Format – 7, Section – 3, Volume – I, of the Bid document
  - vi. Earnest money DD/Pay order in favour of COSMOPOLITAN-II Co-op. Housing Society Ltd. .
  - vii. Format – 2, Section – 3, Volume – I, of Bid document
  - viii. Format – 3, Section – 3, Volume – I, of Bid document
  - ix. Format – 4, Section – 3, Volume – I, of Bid document
  - x. Format – 5, Section – 3, Volume – I, of Bid document
  - xi. Format – 8, Section – 3, Volume – I, of Bid document
  - xii. Format – 9, Section – 3, Volume – I, of Bid document

- xiii. Format – 10, Section – 3, Volume – I, of Bid document
- xiv. Any other documents to be submitted by the bidder

- C.** The bidder to submit three sets (one original + 2 copies) of the bid offer to the society, Except the Cover – I.

Any deviation in the above prescribed format shall lead to rejection.

The envelope shall be opened on the date as decided by the Society and all the responsive bidders shall be allowed to remain present at the opening if they desire. The bids will be opened on the date and time and place as mentioned above.

**35. CHECK LIST:**

List of Documents forming part of the bid submitted by the Developer:

- 1) Original Bid Document
- 2) EMD in form of DD/Pay Order
- 3) Financial Bid
- 4) Prequalification Document
  - ❖ Submit a written notarized/registered power of attorney authorizing the signatory of the Developer to submit the Bid.
  - ❖ Provide evidence of access to lines of credit and availability of other financial resources;
  - ❖ Submit audited financial result for preceding 5 years and predictions for the current year and the two following years, including the effect of known commitments;
  - ❖ Give details of any current litigation;
  - ❖ Provide information in regard to the availability of major plant and equipment and infrastructure to develop projects of the given size;
  - ❖ Provide attested copies of the latest income tax, GST certificate and sales tax clearance certificates.
  - ❖ Provide details of redevelopment work(s) currently under execution.
  - ❖ Provide a certificate from the existing Bankers and the Company auditors that none of the accounts of the Company have been declared and NPA (Non-Performing Assets.)
  - ❖ Account, as per the Reserve Bank of India guidelines.
  - ❖ A declaration by the Developer that all the data submitted by the bidder with reference to its financial track record and financial position.
- 5) List of similar projects executed
- 6) List of ongoing projects.
- 7) List of sister concerns/sister Companies.
- 8) A letter as a response to confirming all the conditions in the bid and addressing all the specific requirements.

## SCHEDULE - A

### SCHEDULE OF COMMERCIAL DEVIATION

( Clause 4.0 EXCLUSIONS / DEVIATIONS, Clause 30, Pre bid meeting of Section -2 of Volume - I)

#### DEVIATIONS IN REFERENCE TO THE COMMERCIAL TERMS AND CONDITIONS OF VOULME - I

1. Vendor may give here a consolidated list of Commercial deviations for all sections of the tender document, which for an appropriate offer is considered unavoidable by him.
2. Deviations mentioned elsewhere in the offer shall not be taken cognizance by the Society and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3. Bidder shall state the reasons for the deviations in the "Remark" column.
4. All other clauses of the COMMERCIAL TERMS AND CONDITIONS (not mentioned in this form) shall be deemed to be fully complied by the vendor
5. Only the deviations listed herein, in conjunction with the COMMERCIAL TERMS AND CONDITIONS, shall constitute the contract requirements for the award of job to the bidder.
6. Society reserves the right to reject the offer based on the deviations

Sr.No.	Page No. / Clause No. / Section No. / Volume No.	Requirements of the Specification	Deviation to the specification	Remarks

Signature of the authorized signatory

Name of the authorized

Name of signatory

Stamp & Date

Seal & Sign of the Bidder

## **SCHEDULE - B**

### **SCHEDULE OF TECHNICAL DEVIATION**

( Clause 4.0 EXCLUSIONS / DEVIATIONS, Clause 30, Pre bid meeting of Section -2 of Volume - I)

#### **DEVIATIONS IN REFERENCE TO THE TECHNICAL TERMS AND CONDITIONS OF VOULME - II**

1. Vendor may give here a consolidated list of technical deviations for all sections of the SPECIFICATIONS, which for an appropriate offer is considered unavoidable by him.
2. Deviations mentioned elsewhere in the offer shall not be taken cognizance by the Society and any such deviations if indicated elsewhere other than this form will render the offer non-responsive and shall liable to be rejected.
3. Bidder shall state the reasons for the deviations in the 'Remark' column.
4. All other clauses of the SPECIFICATIONS (not mentioned in this form) shall be deemed to be fully complied by the bidder
5. Only the deviations listed herein, in conjunction with the SPECIFICATIONS, shall constitute the contract requirements for the award of job to the bidder.
6. Society reserves the right to reject the offer based on the deviations

Sr.No.	Clause No. / Section no. / Volume no.	Requirements of the Specification	Deviation to the specification	Remarks

Signature of the authorized signatory

Name of the authorized

Name of signatory

Stamp & Date

Seal & Sign of the Bidder



**VOLUME - I**

**SECTION - 3**

**BIDDERS QUALIFICATION REQUIREMENTS**

# COMMERCIAL VOLUME - I

## SECTION – 3

### BIDDERS QUALIFICATION REQUIREMENTS

## INDEX

Sr.No.	Clause No.	Particulars	Page No.
1		BIDDERS	
2		ELIGIBILITY CRITERIA FOR PARTICIPATION IN THIS TENDER	
3	ANNEXURE – 1	ELIGIBILITY DECLARATIONS	
4	FORMAT NO. 2	STATEMENT SHOWING ALL WORKS NEW & REDEVELOPMENT PREVIOUSLY EXECUTED	
5	FORMAT NO. 3	STATEMENT SHOWING ALL WORKS IN HAND NEW WORKS, REDEVELOPMENT WORKS ON THE DATE OF SUBMISSION OF OFFER	
6	FORMAT NO. 4	STATEMENT SHOWING DETAILS OF TECHNICAL PERSONEL AVAILABLE WITH THE BIDDER FOR THE BID WORK	
7	FORMAT NO. 5	LIST OF MACHINERY AVAILABLE WITH THE BIDDER WHICH WILL BE USED ON THIS WORK	
8	FORMAT NO. 6	A PROFORMA FOR SOLVENCY CERTIFICATE	
9	FORMAT NO. 7	PROFORMA OF ANNUAL TURNOVER, NET WORTH AND PROFIT OF BIDDER	
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11	FORMAT NO.9	FORMAT OF LITIGATION HISTORY AND POLICE HISTORY	
12	FORMAT NO.10	FORMAT FOR NAMES OF PROFESSIONALS ON THE PROJECT.	
13	FORMAT NO. 11	BID SECURITY (BANK GUARANTEE) FORM OF BID SECURITY (BANK GUARANTEE)	

**BIDDERS QUALIFICATION REQUIREMENTS****1.1. BIDDERS;**

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' stipulated in the Tender Document;

**1.2. Eligibility Criteria for Participation in this Tender**

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract). The Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Annexure – 1 – Eligibility Declarations.

1. It should be noted that preference in acceptance/approval would be given to the Offerors or their group Companies who, in opinion of the society on advice from PAMC in the last seven years:
  - a) Should have completed / nearing completion one new or redevelopment project of 25,000 sq. mts. built up area, within the stipulated time period mentioned in redevelopment agreement, in Mumbai & Navi Mumbai region OR
  - b) Should have completed / nearing completion two nos. new or redevelopment projects over 20,000 sq.mt built up area, within the stipulated time period mentioned in redevelopment agreement , in Mumbai & Navi Mumbai region OR
  - c) Should have completed / nearing completion three nos. redevelopment projects over 15,000 sq.mt. built up area, within the stipulated time period mentioned in redevelopment agreement , in Mumbai & Navi Mumbai region.
2. Clients certificates (certificate from client society and the PMC of that project) about performance, completion of project, completion period, workmanship etc.
3. Minimum annual turnover of Rs. 200 Crores or more (Two hundred Crores) during the last three financial years.

or

Average Annual financial turnover of the bidder and consortium partner(s) individually during last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be more than Rs.200 Crores (Two hundred Crores).

4. financial conditions & submission of duly attested copies of the following;
  - a. Annual turnover, net worth and profit (Refer Proforma No.)
  - b. Last three years Income tax returns
  - c. Loan details
  - d. Full Balance Sheet including
    - i. Schedules
    - ii. The Auditors Report
    - iii. Note to A/c.
    - iv. Reports under Income Tax sections 3CB & 3CD
    - v. List / Report of charges / mortgages
  - e. P & L Account or Income & Expenditure Account
  - f. Solvency Certificate from banks including satisfactory maintenance Statements.
  - g. Statement of Hypothecation of Co-Partners / Directors.
  - h. Statement of Charge from ROC/ROF.
5. Legal / Criminal records;
  - a. Numbers of litigations against the bidder/bidders in supreme Court / High Court/Session court/ RERA or any other statutory government bodies
  - b. Nos. Of Criminal complaints filed against the bidder/ bidders in Various police stations / Central bureau of Investigation (CBI) / Enforcement Directorate (ED), Foreign Exchange Management Act.(FEMA) and investigations are in process.
  - c. Must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
- 6.. The Bidder may be:
  - i. An individual /Proprietor, or LLP
  - ii. A Registered Partnership firm, or
  - iii. A joint venture firm, or
  - iv. A Consortium firm, or
  - v. A Company incorporated under the Companies Act 2013
7. If the Bidder / Developer is a JV and/or a Consortium then in the Tender, the details shall be provided regarding the entity being the lead partner of the JV / Consortium whose holding shall not be less than 51%

8. Must not have a conflict of interest, which substantially affects fair competition. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition
9. Completion of residential high-rise structures in Mumbai & Navi Mumbai region of at least 25 stories with Rapid construction technology.
10. Having necessary team of professionals, Engineers, sub staff and other man power required to complete the work efficiently, with quality within the given timeline.
11. Having maintained machinery & equipment in good condition to complete the given project within the given timeline with quality.
12. It is however, be clearly understood that the above stated (1) to (10) criteria are only indicative and that having satisfactory credentials in these criteria does not automatically qualify or approve the offeror. The decision of Society shall be final and binding on all without appeal
13. The offer is liable to be summarily rejected and EMD forfeited in case the credentials of the offeror or any document submitted in support thereof as submitted is/are found to be false or misleading.

14. Satisfactory Calculation of Bid capacity is required to be submitted as per formula: (Refer Format No.8)

$$\text{Working Bid Capacity} = (A \times N \times 2) - B$$

Where A = Average annual turnover of the bidder for the last three years ending 31<sup>st</sup> March 2016 from construction works.

Where N = Number of years prescribed for the work for which the bids are invited (ie 2 years)

Where B = Value of existing works committed and value of on-going works (for all the clients of the bidder) during the period of completion of work for which bids have been invited.

15. The bidders shall be required to submit bid with all the information as sought in the tender along with required documents. All bidders shall submit the following information and documents with their bids:
  - a. Copies of documents in support of legal status of bidder as per NIT; written power of attorney of signatory of the Bid to commit the Bidder.
  - b. Experience of having successfully completed similar works in support of eligibility criteria during last seven years including monetary value and period as per NIT.
  - c. Average annual financial turnover during the last 5 (Five) years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost put to tender as mentioned in NIT.

- d. Permanent Income Tax Account No. (PAN) details as mentioned in NIT.
  - e. Document to support the status of bidder with respect to GST as mentioned in NIT.
  - f. The Bidder will have to submit a declaration in support of the authenticity of the credential submitted by him and also with other commitment along with the Bid in the form of an undertaking as per the format provided in the bid document at ANNEXURE - 1
  - g. Document regarding MSE status if applicable.
  - h. Two or three companies/developers participating in the bid as Joint Venture should submit Firm-wise  
e.g. (i) participation details/contribution of each, (ii) Legal status of firm, (iii) PAN, (iv) GST registration Certificate/status and also (v). JV Agreement on non-judicial Stamp-paper as per given format.
  - i. Any other document to support the qualification information as submitted by bidder.
  - j. All the credentials submitted by the bidders will be verified by the agency appointed by the society for due diligence.
16. Bank Solvency Certificate and authority to seek references from Company's/ Firm's bankers and evidence of adequacy of working capital for this project.
17. Should possess major construction equipment like weigh batching plant, tower crane, tower mobile crane etc.
18. Should possess and be in a position to deploy properly qualified and experienced technical personnel competent for planning, supervision and execution of the contract.
19. Should possess valid license for executing water supply, sanitary, drainage works and electrification works.
- 20.** The Firm / Company / of the Bidder shall have minimum 5 years of experience in the field of construction, having valid Registration with Navi Mumbai Municipal Corporation & Brihanmumbai Municipal Corporation (BMC) possesses other required licenses.

## ANNEXURE - 1

### **Eligibility Declarations**

We hereby confirm that we comply with all the stipulations of tender clauses and declare as under and shall provide evidence of our continued eligibility to the redevelopment Entity as may be requested. The details

To be submitted on Offer or letterhead with all attachments and annexures with Part 1 of the offer and each page duly attested.

Sr. No.	Description	Remarks
1	Name of the Developer Firm	
2	Registered address (Main & branch office in Navi Mumbai)	
3	Telephone nos. (Main & branch office in Navi Mumbai)	
4	emails id	
5	Web site	
6	Constitution of Firm  i. Whether Public/Private Ltd. Co., LLP, Partnership Or Proprietary. Please enclose certified copy of Partnership Deed /Article of Association and & year of constitution as applicable.	
7	Name of the main Partners in case of Partnership/Consortium and of Proprietor in case of proprietary concern / Name of Directors / Shareholders.	
8	Name/s of other Firm/s Company/ies in which you are connected. If the answer is affirmative please declare the full particulars	
9	Name of the other sister concern / other associate company/other group of companies Mention the names of	

	different company owners or Directors of these companies ( attach copies of supporting documents)	
10	Attach copy of Memorandum and Articles of Association, Partnership Deed, other formation documents, Incorporation Certificate, Registration Certificate, TAN / PAN Card, Aadhar Card of Members, directors, partners, as the case may be	
11	Date of establishments of all the companies	
12	Whether your firm is registered under Municipal Act and/or Maharashtra Govt. shops & Establishment Act? OR under Companies Act – 1956.	
13	Names of your Important Customers (Attached a list of works carried out in last five years)	
14	Names, addresses & Telephone numbers of the Architects / Structural Engineers	
15	Names, addresses & Telephone numbers of the Solicitors of the firm/s	
16	Names, addresses & Telephone numbers of the Chartered Accountant of the firm/s	
17	Names of the Bankers	
18	Income Tax TAN number ( attach photo copy)	
19	Registration no. of GST ( attach photo copy)	
20	Status & details of all litigations pending with reasons against the firm (if any) in the Court of Law, <b>Enforcement Directorate (ED), Central Bureau of Investigation (CBI) &amp; State Police.</b> Especially on projects of demolition and reconstruction work project undertaken so far also mention cases filed by and against under section 138 of negotiable instruments Act , Arbitration cases, legal Notice received and replied. The legal cases against Group of Companies,	



	Directors, Chairman, Etc. should also be separately mentioned	
21	Was the applicant ever required to suspend the project for a period of more than six months continuously after commencement of planning? If so, give the name of the project and reasons of suspension of project.	
22	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.	
23	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/black listed for competing in any organization at any time? If so, give details.	
24	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
25	Are there any taxation dues pending Against the Developer and/or its partners/ Directors?	
26	Any other information considered necessary but not included above.	
27	Submission of copies of the following Statutory Registration Details;	
	a. Company Registration No.	
	b. Goods & Service Tax (GST) Registration No.	
	c. Indian Income Tax Permanent Account No. (PAN)	
	d. RERA / MAHARERA Registration No.	
	e. Employees Provident Fund/ Employees State Insurance	
	f. Any other registration as required under applicable laws	
Source of finance	Source of finance in terms of percentage for this projects: A) Own..... B) Borrowed..... C) Others.....	

**FORMAT NO. 2**

**STATEMENT SHOWING ALL WORKS NEW & REDEVELOPMENT PREVIOUSLY EXECUTED**

**(IN LAST FIVE YEARS)**

Name of Bidder :- \_\_\_\_\_

Sr. No.	Name of work  Location and short description, No. of floors, Area constructed, no. of tenements, shops	Year	Department/ Organization/ Society	Value of the total Work	Specified period of completion and actual period required for completion specified / actual	Provide dates of following for Each project  a)LOI b) DA c) IOD d) CC e) OC	<u>Remarks</u>  (Bidders to indicate any recognition for early completion of works or for fines, penalties for delays and reasons for delays)
1	2	3	4	5	6	7	8

--	--	--	--	--	--	--	--

***Bidder's Signature***

***a) LOI – Letter of intent to developer. B) DA- Development Agreement/ contract. C) IOD – Intimation of Disapproval.***

***a) CC- Commencement certificate. E) OC- Occupation certificate. Attach copy of Client's/ Society's certificate, LOI, IOD,CC,OC.***

**FORMAT NO. 3**

**STATEMENT SHOWING ALL WORKS IN HAND NEW WORKS, REDEVELOPMENT WORKS ON THE**  
**DATE OF SUBMISSION OF OFFER**

Name of Bidder: - \_\_\_\_\_

Sr. No.	Name of work  Location and short description, No. of floors, Area constructed, no. of tenements, shops	Department/organization which awarded the work  RERA registration No.	Value of the total work at Bidder's rates	Value of residual work remaining to be completed on the date of bidding	i. Original date of completion ii. Extension granted if any iii. Probable date of completion iv. Penalties levied if any delay for completion	<u>Remarks</u>  (Bidders to indicate any recognition for early completion of works or for fines, penalties for delays and reasons for delays)
1	2	3	4	5	6	7

*Bidder's Signature*

*Attach copy of Client's/ Society's certificate, LOI, IOD, CC, as applicable.*

**FORMAT NO. 4**

**STATEMENT SHOWING DETAILS OF TECHNICAL PERSONEL AVAILABLE WITH THE BIDDER FOR THE BID WORK**

Name of Bidder :- \_\_\_\_\_

Sr. No.	Name of Technical Persons	Qualifications	Details of length of services with the Bidder	Previous Experience	Remarks
1	2	3	4	5	6

Attach qualification certificates of the Technical Personnel.

*Bidder's Signature*

**FORMAT NO. 5**

**LIST OF MACHINERY AVAILABLE WITH THE BIDDER WHICH WILL BE USED ON THIS WORK**

Name of Bidder :- \_\_\_\_\_

Sr. No.	Name of equipment	Name of Units (give regi- stration Nos. of Vehicle rollers etc.)	Kind Or make	Ownership of the machinery	Capacity	Age of machinery	Present condition of machinery	Present location with name & address or organization where machinery is under the use at present	Whether machinery is hypothe- cated to any division Bank of other institution etc.	Remarks
1	2	3	4	5	6	7	8	9	10	11

*Bidder's Signature*

**FORMAT NO. 6**

**A PROFORMA FOR SOLVENCY CERTIFICATE**

To,  
The Chairman/ Secretary,  
Cosmopolitan – 2 Co-op. Hsg. Society Ltd.,  
Plot No. 182 C, Sector – 17,  
Nerul (East), Navi Mumbai -400 706

**SOLVENCY CERTIFICATE**

This is to certify that to the best of our knowledge and information  
M/s. \_\_\_\_\_ having its Registered Office at  
\_\_\_\_\_

\_\_\_\_\_, a customer of our Bank is respectable and can be treated solvent up to a limit of  
Rs. \_\_\_\_\_/- (Rupees  
\_\_\_\_\_), as  
disclosed by the information and record which are made available to the Bank.

It is clarified that this information is furnished without any risk and responsibility on our part,  
or any if its officials in any respect whatsoever more particularly as a Guarantor or otherwise.

Signature & Seal of Bank

Date :

**NOTE: This is a proforma for Solvency Certificate; Bidder is requested to give this  
Information separately on bank's letter head.**

**FORMAT NO. 7**

**PROFORMA OF ANNUAL TURNOVER, NET WORTH AND PROFIT OF BIDDER**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that Annual Turnover, Net worth & Profits of

M/s. \_\_\_\_\_, having Registered Office at

\_\_\_\_\_

\_\_\_\_\_ for the last five years is as

below:

Sr. No.	Financial year	Name of the Company	Turnover (Rs.in Cr.)	Net Worth (Rs.in Cr.)	Profit Before Tax (Rs.in Cr.)	Profit after Tax (Rs.in Cr.)
1.	2019-20					
2.	2020-21					
3.	2021-22					
4.	2022-23					
5.	2023-24					

Signature & Seal of Chartered Accountant

Date:

Note : This is a proforma for Annual Turnover, Net worth & Profits certificate; Bidder is requested to give this information separately on Chartered Accountant's letter head.

In addition submit balance sheets and Profit & loss statement for last three years.



**FORMAT NO.8**

**FORMAT OF CALCULATION OF BID CAPACITY.**

**Name of Bidder:**

The following calculations are required to be submitted by bidder to ascertain individual bid capacity as per formula provided below.

Working Bid Capacity =  $(A \times N \times 2) - B$

- Where A = Average annual turnover of the bidder for the last three years ending 31<sup>st</sup> March 2024 from construction works.
- Where N = Number of years prescribed for the work for which the bids are invited (i.e. 2 years)
- Where B = Value of existing works committed and value of on-going works (for all the clients of the bidder) during the period of completion of work for which bids have been invited.

Signature of Bidder

**FORMAT NO.9****FORMAT OF LITIGATION HISTORY and POLICE HISTORY**

Name of Bidder:

Developer including each partner of a joint venture should provide information on any history of litigation, of arbitration, invocation of bank guarantee resulting from contracts executed in the last 5 years and currently under execution. A separate sheet should be used for each partner of a Joint venture. Arbitration from inception of establishment.

Name of Client	Name of the Authority where dispute is registered ( state police station, Central bureau of Investigation (CBI) / Enforcement Directorate (ED) Session & criminal court, High Court & Supreme Court.	Cause of Litigation and Matter in the dispute. Against whom	Dispute Amount in Rs.	Actual amount awarded or Decision of dispute.	Pending litigation.

**Note: Invocation of Bank Guarantee etc.**

**Signature of Bidder:**

**FORMAT NO.10**

**FORMAT FOR NAMES OF PROFESSIONALS ON THE PROJECT.**

**Architect / Architectural Firm – Name, Address and contact (Two names to be provided in case one agency is not available during the execution of project)**

**1.**

**2.**

**Structural Engineer/ Structural Engineering Firm – Name, Address and contact (Two names to be provided in case one agency is not available during the execution of project)**

**1.**

**2.**

**FORMAT NO. 11**

**BID SECURITY (BANK GUARANTEE)**

**FORM OF BID SECURITY (BANK GUARANTEE)**

WHEREAS \_\_\_\_\_ (Name of Bidder\*) (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ on following plots of land bearing

---

a) \_\_\_\_\_  
(Name of Contract) (Hereinafter called 'the Bid')

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ (name of Bank) of \_\_\_\_\_ (name of Country) having our registered office at \_\_\_\_\_ (address) (hereinafter called "the Bank") are bound unto \_\_\_\_\_ (name of Society) (hereinafter called "the Society") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

- (1) (a) If the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;  
or  
(b) If the Bidder refuses to accept the correction of errors in his Bid  
or
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Society during the period of Bid validity;
  - (a) Fails or refuses to execute and register the Formal Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

We undertake to unequivocally and unconditionally pay to the Society up to the above amount upon receipt of first written demand from the Society, without the Society having to substantiate its demand, provided that in its demand the Society will note that the amount claimed by the Society is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 120 days after the date of expiration, of the Bid Validity deadline for as stated in the Instructions to Bidders or as it may be extended by the Society, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein above, this guarantee is limited to Rs. \_\_\_\_\_ Crore shall remain in force until \_\_\_\_\_. All claims hereunder must be presented to the guarantor, not after the said date otherwise all your right under the said guarantee shall be forfeited we shall be discharged from all liabilities under this guarantees thereafter.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

---

(Signature, name and address)

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Note \* In the case of JV, please stated \* Joint Venture consisting of \_\_\_\_\_ and \_\_\_\_\_

(Please stated the names of all the parties)

**VOLUME – I**

**SECTION – 4**

**GENERAL CONDITIONS OF THE CONTRACT**

# **COMMERCIAL VOLUME - I**

## **SECTION – 4**

### **GENERAL CONDITIONS OF THE CONTRACT**

## **INDEX**

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5	3	SCHEDULE OF GUARANTEES	
6	SCHEDULE - I	SCHEDULE FOR ESTIMATED PROJECT COST	
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<b>VOLUME - I</b>	<b>GENERAL CONDITIONS OF THE CONTRACT</b>	<b>SECTION - 4</b>
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## **1.0 GENERAL CONDITIONS**

### **1.1. DEFINITION OF VARIOUS TERMS**

The “DEVELOPMENT AGREEMENT” means the documents forming the bid and acceptance thereof and the formal agreement to be executed between the Society and the Developer together with the documents referred to therein included these conditions, the specifications, schedule of quantities, designs, drawings and instructions issued from time to time by the Society/PMC or any officer authorised by the Society, and all these documents taken together shall be deemed to form one agreement and shall be complementary to one another.

In the agreement the following words and expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.

Note : The following terms in this Bid Documents shall be synonymous:

- i. Developer/ Builder / Contractor/Bidder
- ii. Bid/ Bid Document / Contract / Agreement

#### **1.1.1 Language / Law**

All correspondence including agreement between the Society and the Bidder/ Developer shall be in ENGLISH language. The Agreement should be registered under Registration Act 1908.

This contract in all respects shall be governed and shall be accordance with the laws of India.

#### **1.1.2 Singular and Plural**

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

#### **1.1.3 Gender**

Any reference to masculine gender shall whenever required, include the feminine gender and vice versa.

#### **1.1.4 Headings and Marginal Notes**

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

#### **1.1.5 Day**

A “DAY” shall mean a day of 24 hours from midnight to midnight irrespective of the numbers of hours worked in that day.

#### **1.1.6 Developer:**

The “Developer” shall mean the individual or firm or Company whether incorporated or not, undertaking the works and shall include, its successors in title, of such individual Firm or Company.

#### **1.1.7. Society:**



The “Society” shall mean COSMOPOLITAN-II Co-op. Housing Society Ltd. ., Plot No. 182-C, Sector-17, Nerul, Navi Mumbai- 400706. And registered under the Maharashtra Cooperative Societies Act, 1960 & Rules 1961.

**1.1.8. Managing Committee:**

The “Managing Committee” (MC) shall mean the Managing Committee of the Society constituted in accordance with the MCS Act, 1960, MCS Rules, 1961 and Bye-laws of the Society from time to time to which the management of the affairs of the society is entrusted and vested and to carry out on its behalf all the functions related to the project as maybe assigned to it by the Society.

**1.1.9. Project Management Consultant/PMC:**

The “Project Management Consultant / PMC” shall mean the firm engaged by the Society namely **Liladhar Parab Architects & Designers**. To advise it on all matters of the project and to plan, execute, and supervise the project and ensure compliance from start to finish of the project.

**1.1.10 Structural Engineer:**

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

**1.1.11 Legal Advisor:**

The “Legal Advisor” shall mean the Solicitor / 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

**1.1.12 Works:**

Works shall mean and include all works to be executed in accordance with the Redevelopment Agreement, or part/ (s) thereof, as the case may be, and shall include all supplemental or additional, altered or substituted works as required for satisfactory performance of the Redevelopment.

**1.1.13 Site:**

Site shall mean the land/ plot, on which the Society is standing, in or through which the work is to be executed under the redevelopment agreement including any other lands or places which may be allotted by the Society or used for the purposes of carrying out the contract work.

**1.1.14 Project:**

The “Project” shall mean the Entire project of Redevelopment 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, parking’s, infrastructure, amenities, open space, landscape, etc. on the Society’s land both for the Society’s component as well as saleable component.

**1.1.15 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, rain water harvesting, solar on grid system, street lighting, concrete paving around building wherever required, transformer if required, landscaping, maintaining environmental conditions, arboriculture, including cost towards dismantling existing structures, shifting and relocation of existing utility services, such as water supply, sewage, drainage, telephones, electric lines, Mahanagar Gas, TV / Internet cables, water harvesting, solar system (common area), etc. as may be required for the satisfactory completion of the project to be in conformity with the scope of the project, cost of relocating members temporarily if required, including development charges & license fees to be remitted to Competent Authorities for approvals, sanction of plans & estimates, electrification, provision of lift, firefighting arrangements, external water supply and sanitary arrangements, Completion Certificate from respective authorities etc., and consulting charges of Consultants appointed by Society. The Developer will maintain the existing buildings by doing water proofing after execution of redevelopment agreement at his own cost. Cost of purchasing TDR, premium payable for FSI, ancillary FSI, development of open grounds, internal pathways/ roads etc. shall be borne by the Developer. Cost of professional fees for Society PMC, legal consultant, tax consultant' structural consultant, etc. to be reimbursed to the Society as per the agreed terms by the Society. The project cost also 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 and till completion of the project. The Bidder to submit duly filled schedule for estimated project cost, schedule – I attached with this section in sealed envelope.

#### 1.1.16 Final Completion Certificate

As soon as the work is completed, the Developer shall give a notice of such completion to the Society's PMC with a Copy to the Society and within 30 days of receipt of such notice the PMC and Society shall inspect the work and then the Society shall furnish the Developer with certificate of completion if 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 such certificate / full Occupation Certificate.

The Developer shall submit all original plans, designs approvals from different authorities and documents / invoices relating to the utilities purchased / installed in the project such as elevators, etc. while handing over the possession.

The Power of attorney will come to an end and should be return to the society after the receipt of Full Occupation Certificate and Building completion Certificate from the NMMC.

**1.1.17 Local Municipal Authority:**

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

**1.1.18 D.C. Rules / UDCPR:**

D.C. Rules 1994 of Navi Mumbai Municipal Corporation, Unified Development Control Promotion and Regulation 2020 & amendments thereof (UDCPR) or any other Authority designated by the Government under Maharashtra Regional Town Planning Act, as amended from time to time.

**1.1.19. MAHARERA:**

The Real Estate (Regulation and Development) Act, 2016 has been in force since May 2017. This law was implemented to guide and supervise the real estate sector. The Maharashtra Real Estate Regulatory Authority (MahaRERA) is the body that governs the real estate sector in Maharashtra.

**1.1.20. Competent Authority:**

Competent Authority shall mean all the sanctioning authorities in respect of the project work such as Local Municipal Authority, MSEDCL or any other Electrical 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, MOEF & CC, CFO, E & ETC, AE Survey, MCZMA and so on, or any other Authority.

**1.1.21. Government:**

Government shall mean the Government of Maharashtra / Government of India.

**1.1.22. Defect Liability Period:**

Defect Liability Period shall mean period of 5 years or any greater period as amended by RERA / MAHARERA, for all components of the Project & 10 years for water proofing work from date Society issues the work completion certificate / full Occupation Certificate, during which the rectification of the defects pointed out to the developer by the Managing Committee shall be carried out by the Developer.

**1.1.22 Carpet Area:**

The carpet area of the typical offered flats is based on MOFA, carpet area which is a critical measurement that indicates the real usable space and total floor area inside an apartment's walls, that also includes the balcony and excludes the inner walls. The carpet area shall be measured

from wall to wall, excluding the internal and external walls. The calculations of the carpet areas shall be as under;

- i. Actual agreement carpet area of the existing flat = Say 'x' Sq.Mtrs/Sq. Ft.
- ii. Enhanced carpet area (Agreed % rise over 'x') = Say 'y' Sq.Mtrs/Sq. Ft.
- iii. Actual carpet area due for handing over = 'x' + 'y' Sq.Mtrs/Sq. Ft.  
After construction

1.1.23 Letter of Intent:

It shall mean intimation by a letter to the BIDDER that the BID has been accepted and the Developer is selected and appointed by the General Body of the Society, as provided in LOI.

1.1.24. 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 till issue of Letter of Intent 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.

1.1.25. Works to be carried out

The work to be carried out under the Redevelopment agreement shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the work of redevelopment of Society property. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

1.1.26 .Approved / Approval:

Shall mean approved in writing including subsequent written confirmation of previous verbal approval and "approval" means Approval in writing including as aforesaid.

1.1.27 Approval of the Society / PMC:

Shall mean the written Approval by the Society / PMC of a document or other Particulars or matters in relation to redevelopment. Wherever the approval of PMC shall be required, the same shall not be binding on the society unless counter signed by the Society.

1.1.28 Final Completion

Shall mean that the 'Scope of Work' in the opinion of the Society and PMC has been completed in all respects and has satisfactorily passed all final acceptance test that may be prescribed in the Contract and the completion certificate is issued by PMC.

**1.1.29 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 organisation comprising of Engineers, supervisory personnel and an adequate strength of skilled, semi-skilled 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 for completion of work.

**1.1.30 Specifications**

Shall mean, collectively, all the terms and stipulation contained in those portions of the Bid documents / contract known as General Conditions, Special Conditions, Technical Specifications and any modification as may be made or to be made, pertaining to the quantities and qualities of the materials to be used and the method and manner of performing the work under this contract. The same shall also include the latest editions including all addenda, corrigenda for relevant Indian Standard Specification or other relevant codes.

**1.1.31 Material Test**

Shall include all tests made without releasing the Developer of his liability, as may be considered necessary by the Society or its representative in order to ascertain the quality and efficiency of the Contract Work or part thereof and material tests in particular.

**1.1.32 Completion Certificate**

Shall mean the certificate to be issued by Society upon satisfactory compliance of the various provisions of the Contract.

**1.1.33 Excepted Risks**

These are risks due to riots (otherwise than among Developer's employees) and Civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God such as earthquake, lightning and unprecedented floods, and other causes over which the Developer has no control and accepted as such by the society.

**1.1.34 Urgent Works**

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

## 1.2 Developers General Obligations

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 and all potential technical, operational and business risk involved therein etc. He shall be deemed to have carried out his own surveys, investigations, and assessment of site conditions and market condition and technical and financial feasibility. He is deemed to be fully aware of all statutory requirements those concerning labour and the local conditions / status or availability and employment of labourers. He shall be deemed to have his own assessment of present and future market. The data given by the Society is made available in good faith only for general information without any commitment or responsibility on the part of the Society about its accuracy . The Developer shall accordingly work out his proposal.

- 1.2.1 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 of work and obtain its approval to the same in advance before starting the work.
- 1.2.2. The Developer shall also submit the programme of work indicating the date of actual start with monthly planning to the Managing Committee. 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 without prejudice to any other rights or remedies available with the Society. In the event of any delay, the Developer shall submit an action plan for covering back log of progress of actual work with respect to planned work in the subsequent month of activity.
- 1.2.3. Payment of professional fees:  
Professional fees of the PMC and other consultants shall be borne and paid by the Developer through the Society.
  - a) The Developer shall provide a temporary office of a minimum size of 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.
  - b) The Developer after completion of the work and obtaining Occupation Certificate from NMMC including full water connection, electricity connection and cooking gas connection, or an termination shall clear the site of all debris and remove all unused materials, plants, machinery, equipment, tools etc. The Developer shall also clear the site of all temporary structures, site office, labour camps, utility lines etc., constructed / erected for execution of the project and obtain a letter to this effect from the Managing Committee. The work shall be treated as complete only after relevant completion Certificate is issued by the Managing Committee on satisfactory completion of all respects and clearance of site.

- c) 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 obligation 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 alone without any sharing with the Developer.
  - d) The Developer shall incur / bear all costs of legal matters of the Society that might arise during the course of this project.
- 1.2.4 The Developer shall indemnify and save harmless the Society against all actions, suits, claims, penalties 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 or Society for anything done or omitted to be done in the execution and maintenance work.
- 1.2.5 The ground floor Plinth level shall be minimum 2 feet above existing road level. The demolition of the existing building shall be carried out as per IS 4130-1991. Necessary care and safety measures during the demolition shall always be well planned beforehand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be approved by the PMC before commencement of the work. Removal of the debris after demolition from site will be done by the Developer at his own cost.
- Provisions for Special Regulations for Differently abled persons, as mentioned in the Chapter 13 (SECTION 13) of the UDCPR – 2020, to be implemented all the provisions while designing of the building. Bidder to refer Section – 3 of Volume – II of the bid documents.
- 1.2.6. The Developer shall discard the existing water supply lines, drainage lines, power lines etc. and make arrangement for temporary water supply lines, drainage lines, power lines etc. if required and lay down new drainage lines as per the rules of the NMMC at his cost.
- 1.2.7. High speed lifts of either Schindler / Kone / Mitsubishi make shall be provided for the use of residences of building by the Developer at his cost and as per NMMC. rules and regulations including fire proof lifts etc.
- 1.2.8. For all Defective works, the Developer shall be liable for demolish and rebuild. Defective material delivered at work site has to be removed from the site by the Developer at his own expenses, within a week, failing which the PMC shall get it removed from the site in the manner he deems fit and the expenditure towards the shifting shall be recovered from the Developer.
- 1.2.9. Anti-Termite treatment for the entire premises shall be carried out before, during & after completion of the foundation, plinth & building. The Developer shall make his own arrangements for obtaining construction water supply and electrical power.
- 1.2.10. The Developer shall note that the entire project is of contracts and the same shall be time bound and restricted to the areas finalized at the agreement stage. The Developer shall not have any right / claims whatsoever over the title of the plot or otherwise. However the Developer shall be responsible for all the

liabilities arising on plot / Society due to the proposed redevelopment and entire Municipal Taxes of the existing structure after vacating till handing over possession of the flats to individual members.

1.2.12 The entire proposal shall be submitted in the name of the Society and the Developer shall be given only limited rights for the entire project redevelopment and right to sale able area, while at the same time indemnifying the Society for any claims / disputes, delays occurring during the execution of the project.

1.2.13. The Society has appointed **M/s. Liladhar Parab Architects & Designers** as their PMC for the project. Accordingly the fees of the PMC of the Society shall be paid by the Developer through Society. The professional fees will be **3% (Three percent)** of the total construction cost + GST@ 18% as applicable and shall be paid by the Developer as per the Agreement between **M/s. Liladhar Parab Architects & Designers** and Cosmopolitan – II Co. Operative Housing Society Ltd. Dated twenty seventh day of January, 2024. (i.e. a part payment at the time of LOI & Balance as per agreed upon terms & conditions between Society, Developer & PMC) to the Society. The payment schedule are as follows:

All other professionals required for the successful implementation of the project shall have to be appointed by Developer in consultation with Society & Liladhar Parab Architects & Designers.

1.2.14. The Developer shall note and indemnify the Society and their office bearers, through their representatives that no third -party interests are created on the title or for the entire redevelopment of the project. The Developer shall not hand over possession of the premises sold by the Developer to any of the prospective purchasers unless and until the members of the Society who have been allotted 'the flats in 'the said new building, have been offered possession of the flats respectively allotted to them at least 07 days before the flats forming part of sale component are offered for possession to the purchasers of their flats.

**1.2.15. All the necessary stamp duty, registration charges, all taxes, any Income Tax sections /clauses attracts additional tax on the existing members, Government charges, levies, premiums and all other payments regarding the proposed redevelopment work & individual existing Society members' permanent alternate accommodation agreement, Power of Attorney etc. shall be borne and paid by the developer alone.**

1.2.16 Prospective Purchasers of premises who have got registered agreements from the Developer would be admitted as the members of the Society provided the existing members of the Society have been offered possession of their respective flats as also the said Purchasers are acceptable to the Society and the Society has received all the required payment from them and the applicants have complied with necessary statutory requirements prior to admitting them as the members of the Society as per bye-laws of the society.

1.2.17 The Developer shall obtain all permission required to start the redevelopment work within **6** months from the date of Development Agreement. In the event, the Developer may request the Society for the



extension of time limit with mentioning valid reasons of delay, the Society shall then consider the reasons provided and sanction on merit further period within which the Developer should comply with the required formalities to start the construction. If within the extended period also the Developers fails to procure the required permissions (IOD, CC etc.) to start the construction then at the end of the extended period the Society may by giving notice in writing to terminate the Agreement with the Developer and the Society shall forfeit the SECURITY DEPOSIT. It is clarified that by virtue of this presents, the Developer will have a bare license to enter upon the land to complete the project as contemplated herein and the said license shall be terminated if the Developer shall commit any wilful breach of redevelopment agreement and fail to remedy the same within 15 days or within such time frame as stipulated by the Society.

- 1.2.18 The bidders are requested to go through the requirement of their eligibility for the work under this offer form given herein under. They are also required to furnish necessary documentary evidence in support of their competence under the above schedules. The data / documents furnished should be true or if the Developer has attempted to conceal any data unfavourable to him, his offer form will be rejected outright.
- 1.2.19 Specified reference in the specification to any material by trade name or Catalogue number shall be considered as establishing a standard of quality and performance and not as limiting competition in such cases. Developer may use any other product provided that it ensures the higher quality than the approved make of materials and meets the PMC'S / Society's approval.
- 1.2.20 The Developers should complete the entire project within 36 calendar months from the date of Letter of Intent (LOI). The total time period allowed for the Project for all permissions / approvals, etc. is **6** months from LOI.
- 1.2.21 No assignment of right of redevelopment to third party shall be permitted under any circumstances. In any event the existing share-holding of the partners / Directors of the Developer / Developer's firm under no circumstances shall be reduced to less than 51% by way of transfer till the entire redevelopment work of the Society is over. Any reduction in the existing shareholding of any partner / director beyond 49% shall be treated as an event of breach of terms of agreement.
- 1.2.22 The members of the Society shall throughout the subsistence of the Redevelopment Agreement shall be entitled to sell his flat and the Developer shall have no objection to same. In case of sale, however new purchaser will be abide by all the bye-laws of the Society and terms & conditions of redevelopment as agreed between the Society and Developer.
- 1.2.23 Developer will ensure about equal distribution of water to all flats through proper designing of the distribution / loop lines / boring line in kitchen & one in every Toilet / Bathroom.
- 1.2.24 The developer shall handover post-dated cheques for the members entitlement including displacement compensation , hardship allowance, shifting charges, brokerage charges etc. to all the existing members at the time of Letter of Intent (LOI). If, for any reason the completion period is extended the Developer shall have to pay the displacement compensation, shifting charges, brokerage charges for extended period also at least **60** day before the expiry of **36** months. If the successful bidder willing to handover the entire

compensation against above said items, at the time of vacation of the premises, for the entire project completion period, it will be highly appreciated.

- 1.2.25 In case this advance rental is dishonoured, the society has the right to prevent the builder from either selling or allowing any new flat purchaser to occupy their respective flats.

## 2 LIQUIDATED DAMAGES

2.1 As per Government of Maharashtra circulate dated 04.07.2019, Sr.No. 18(2), the developer shall give 20% of the total cost of the re-development project as bank guarantee to the Society.

2.2 If the developer fails to complete the works/items of work in all respects and hand over the same to the Society within the time stipulated or approved extended time, the Developer shall pay to the Society Liquidated damages (LDs) for such default and not as a penalty **Rs.5,00,000/- (Rupees Five Lacs only)** per week. Also refer Sr. No. 30 of Section - 7 of Volume – I and Sr. No. (i) & (j) of Section - 1 of Volume – I of the bid document

2.3 Penalty will be levied at every stage of failure is obtaining permissions as well as completion of job at phases. Delay in obtaining necessary permissions viz. IOD / CC, FCC, Full OC, BCC etc. from NMMC/ Concerned authorities within a specific time frame shall lead to imposition of penalty **Rs.2,00,000/- (Rs. Two Lacs only)** on every instance. If the Developer fails to obtain these permissions on time as decided, then before the next permission is obtained, the developer shall seek a new time length from Society and seek its approval.

2.4 The payment of such Liquidated Damages or penalty shall not relieve the Developer from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

## 3 SCHEDULE OF GUARANTEES

The bidder to submit in sealed envelope the 'schedule of guarantees' as per enclosed format, Schedule - II, attached with this section.

SCHEDULE - I

**SCHEDULE FOR ESTIMATED PROJECT COST**

S.No.	PARTICULARS / DETAILS		Cost in Crore Rupees
1	PLOT AREA	7178.85 Sq. Mtrs.	
2.	EXISTING TENEMENTS; i. Flats in the building – 109 ii. Row Houses – 27 iii. Shops - 20  Total Tenements - 156		
3	Total FSI a. Total Residential fsi b. Total Commercial fsi  (Additional premium fsi acquired over & above legitimate fsi shall be mentioned in this column)	Built-up fsi :	
4	Total Ancillary FSI a. Total Residential fsi b. Total Commercial fsi  (Additional premium fsi acquired over & above legitimate fsi shall be mentioned in this column)	Ancillary fsi :	
5	Cost of total Residential fsi		
6	Cost of total Commercial fsi		
7	Cost of total residential carpet area		
8	Cost of total commercial carpet area		
9	Official cost for obtaining the CIDCO NOC etc.		
10	Cost of premium, TDR & Ancillary fsi (Residential / commercial )		
11	Total Cost of legitimate premiums to be paid to M/s CIDCO Ltd. & NMMC, etc. against the FSI		
12	Cost toward environmental clearance, Airport authority clearance etc		
13	Cost toward Airport authority <i>height clearance</i> of buildings & structures		
14	Official expenses toward approval of layout drawings, commencement certificate, Intimation Of Disapproval etc. from NMMC		

15	Cost of Development Agreement (DA) preparation & legal charges		
16	Cost of Registration of Development Agreement (DA),		
17	Cost of Registration of Development Agreements (DA),		
18	Cost on account of alternate accommodation i.e. transit rent, deposits, transportation, brokerage and hardship allowance etc.		
19	Corpus fund to the society		
20	Fees towards hiring of legal services during project period		
21	Cost for demolition of existing structures		
22	Cost of debris removal		
23	Cost of stamp duty, registration, individual agreements ( existing tenement holder)		
24	Marketing/sales cost, miscellaneous cost / out of pocket expenses		
25	Cost of the PMC services as agreed by the society		
26	Civil Construction cost (complete civil structures super & sub structures)		
27	Cost towards the bought out items / systems Like, fire fighting, CCTV system , lifts, sewerage system , rain water harvesting, DG Sets, solar systems (as per specifications), Gym equipment's, Air conditioners, society office / security room furniture's, plant, garden equipment's, pumps, electrical items, granites, tiles , paints, false ceiling, aluminum windows, all types of doors, invisible SS grills, cost of bore well, entrance steel gates etc ( as per requirement of the Technical specifications or items/systems over & above the mentioned in the technical requirements )		
28	Cost of all amenities (as mentioned in the technical specification)		
29	Cost of the services engaged during the project tenure (security		
30	Fees to obtain the Fire NOC		
31	Security deposit for Debris		
32	Cost towards tree plantation ( if any)		

33	Cost towards any other requirements of NMMC (Development Charges etc.)		
34	Official expenses toward approval of Occupancy certificate etc. from NMMC		
35	Official expenses toward approval of fresh water connection from NMMC		
36	Official expenses toward approval of electric connections & meters etc from MSEDCL		
37	Cost of GST on total constructional component cost.		
38	Cost of any other taxation to be paid to the government.		
39	Any other expenses which are not covered above		

**SCHEDULE OF GUARANTEES**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Guaranteed offer by the Bidder</b>
1	Carpet Area offered free of cost on Registered Agreement area.	%
2	Hardship compensation to existing members of the society on existing Agreement carpet area per sq ft basis / Sq. Meter . The proposed rate (in Rs)  Rs. 1500 / Sq.ft. OR Rs. 16145 /Sq. Mtrs.	Rs. _____ per sq ft Rs. _____ / Sq. Meter The rate is on existing Agreement carpet area
3	Distribution of hardship amount at signing of Development Agreement (DA ) – 25%  At vacating existing flats – 75%	Y/N
4	Transit Rent : Monthly rent for temporary alternate accommodation per member (in Rs.)/ per sq ft / Sq. meters of existing carpet area ( with 10% escalation per annum)  a. Residential : Rs.70/Sq. ft. b. Commercial : Rs. 125/Sq. ft.	(on Existing Agreement Carpet Area in Sq.ft. / Sq. meters)  1 <sup>st</sup> year Rs. ____ 2 <sup>nd</sup> year Rs. ____ 3 <sup>rd</sup> year Rs. ____
5	Schedule of payment of rent 1 <sup>st</sup> to 12 <sup>th</sup> month – Advance	Y / N
	13 <sup>th</sup> to 36 <sup>th</sup> month – monthly PDC dated 1 <sup>st</sup> of current month	Y / N
6	Brokerage – Rs. 70/- per sq ft of existing Agreement carpet area of existing members	Y / N
	Brokerage payable for delayed completion of project - 1 month's rental for every year's extension	Y / N
7	Shifting charges (to and fro ) – Rs. 30,000/- one time	Y / N
8	Corpus fund to the society, Rs. 2,00,000/tenement	Rs.
9	Exit Clause (clause 15 of Section- 6 of Volume - I)	Y / N
10	Bank Guarantee against rent, Brokerage & shifting from a scheduled bank of Rs.10 Crores	Y / N
11	Bank Guarantee against the construction of buildings & handing over the possession from a nationalized bank of Rs. 100 Crores or 20% of total project cost, whichever is higher	Y / N
12	Interest free security deposit of Rs. 50,00,000/-	Y / N

	Security Deposit: The 50% (Rs. 25 Lakhs) security deposit of Rs. 50 Lakhs will be released after completion of defect liability period and 50% (Rs. 25 Lakhs) after 10 years i.e. after completion of warranty period of the water proofing. The defect liability period will be as per prevailing rules of RERA	Agreed / Not Agreed
13	The percentage rise in carpet area of the existing members i.e. Flats owners & row house owners shall be the same	Agreed / Not Agreed
14	Societies requirement of three nos. of towers / building. Also no separate rehab & sale tower envisaged in this project	Agreed / Not Agreed
15	Performance warranty for water proofing of Building terrace, bathrooms, end walls (zero seepage) a minimum of 10 years should be given.	Y / N
16	One car parking space per existing member without any mechanized means	Y / N
17	Professional fee of PMC to be paid to society Rs. Xx + GST	Y / N
18	<b><u>HEIGHT OF FLATS</u></b> <b>All the new flats of the society shall have a clear height of 10 feet after flooring and plaster of the ceiling.</b>	Y / N
19	Professional fee of Legal consultant of society Rs. Xx lacs	Y / N
20	Professional fee of CA from society Rs. Xx + GST	Y / N
21	Wardrobe in each bedroom	Y / N
22	Split AC 5 star rating in each bedroom	Y / N
23	Modular kitchen in each flat	Y / N

**VOLUME – I**

**SECTION – 5**

**SPECIAL CONDITIONS OF CONTRACT - I**



## SECTION – 5

### SPECIAL CONDITIONS OF CONTRACT - I

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**1. General**

The Special Conditions of Contract are to be read in conjunction with General Conditions of contract. If there are any variations or discrepancies or conflicting provisions, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of Contract.

**2. Sequence of Events****a. Selection and appointment of Developer**

The Developer will be selected and appointed as per the applicable rules and guidelines by the Government Regulations dated 4<sup>th</sup> July 2019, by the General Body of the society.

**b. Letter of intent (LOI)**

The same will be further to the appointment of the Developer and subject to payment of security deposit to the Society.

**c. Building Layout Plan**

In the due course of process for redevelopment, Developer shall submit all the plans and other documents for approval of Society and every approval shall be done by managing committee prior to submission to the competent authority.

**d. Development Agreement between the Society & the Developer**

The BIDDER whose BID is accepted, shall enter into a redevelopment agreement between the Society & the Developer within a period of 03 months or by such mutually extended period from the date of LOI containing mutually agreed terms and conditions including those, mentioned in the entire BID documents (Volume – I & II, commercial & technical) in the form and substance approved by the Society. The BIDDER, his legal representative, executors, administrators etc. shall be bound for full and complete execution of the redevelopment agreement. In case of failure to furnish the redevelopment agreement or to execute the redevelopment agreement within the time specified or mutually extended shall constitute a breach of contract, in which case, The Earnest Money deposit accompanying the BID shall be forfeited by the Society as liquidated damages for such default without prejudice to Developer being liable for any further loss or damage incurred in consequence by the Society.

**e. The Development rights given to the Developer will be non-transferable.****f. Redevelopment Agreement shall consist of:**

- ❖ Agreement document (Legal and Technical)

- ❖ Original BID document (Volume – I & II, commercial & Technical )
- ❖ Relevant correspondence i.e. all letters/correspondence forming part of the offer/ selection / appointment/ acceptance / revised offers etc.
- ❖ LOI
- ❖ Acceptance letter
- ❖ Insurance papers
- ❖ Agreements for purchase of TDR/ FSI in the name of the Society
- ❖ Specified/ Limited power of attorney
- ❖ Deed of Indemnity
- ❖ Performance Bank Guarantee
- ❖ Existing members entitlement table
- ❖ Existing members “New area floor plan”
- ❖ Layout plans with Sections & Elevations
- ❖ Any other documents as may be necessary to protect the interest of the Society and its members

**g. Transferable Development Rights (TDR) / FSI and Approval of Layout Plans by the Society**

The successful Developer shall purchase the TDR /FSI **loadable and/or available** as soon as award of tender and prior to application for Construction Certificate or the members vacating of existing flats, in the name of the Society and shall utilize / load the same on the plan approved by the Society General Body. No part Construction Certificate will be acceptable to the society.

**h. Project Construction Bank Guarantee & Indemnity Bond**

The developer shall provide irrevocable Bank Guarantee from a nationalized Bank of Rs.100 Crores (Rs. Hundred Crores) prior to **handing over possession of the exiting flats by the members of the society and** demolition of existing buildings against the construction of building/s & handing over the possession to existing members. The bank guarantee SHALL BE 20 % of the project cost or Rs. 100 Crores, whichever is higher will be considered.

**i. Bank Guarantee against rent for temporary accommodation**

The developer shall provide Bank Guarantee from a nationalized Bank of Rs.10 Crores prior to handing over possession of the existing flats by the members of the society and demolition of existing buildings against the monthly rent for temporary accommodation during construction of the buildings.

**j. Approval of plans from NMMC**

The proposed plans for the new buildings will have to be approved by the Society General Body. The plans approved by the Society will be submitted by the Developer for approval of the NMMC under UDCPR.

The Developer shall obtain construction permission (commencement certificate) from NMMC, load the full permissible FSI/ TDR in the name of the Society and make payment of full premium towards additional FSI / TDR/ before issuing vacation notice asking existing members to vacate their respective units. The flat owners will vacate their flats only after receipt of all the legal permissions for the Redevelopment work and those in possession of their flats will not lose their rights.

**k. New Permanent Alternate Accommodation Agreement with all the Members :**

- i. Tripartite individual Agreement has to be executed with each of the existing members of the society in respect of providing a Permanent Alternate Accommodation.

It will be the developer's responsibility to execute PAAA, till receipt of IOD/CC. All the expenses including stamp duty, registration charges, incidental expenses, GST, any tax, levy, cess, duty or any other expenses on account of change in policy applicable on the same shall be borne by the developer alone. PAAA shall be executed before the existing members of the society are required to vacate the existing flat. That is the development agreement shall be signed by all members of the society expenses for registration and stamp duty including all incidental expenses shall be borne by the developer alone.

- ii. Developer shall specify maximum carpet area per member and for entire society as total quantum of carpet area. Also, he will offer at discount rate additional area in as sq. ft. for purchase of additional carpet area for existing members & shall be available as Total carpet available for members to purchase. In the event, some members do not purchase, extra area then, the same shall be available for other members to purchase, till it reaches to the maximum quantum available at any discount. **(Also refer General Conditions, clause No. 1.1.22 of Section – 4 of Volume – I).** The Agreement should have specific mention of the agreed Carpet Area.

- l. Obtaining the Commencement Certificate/IOD Upon completion of demolition of the vacated existing building, the developer shall make necessary applications and obtain the commencement certificate.

**m. Full Occupation Certificate :**

The Developer shall complete the construction of the new building as per approved plans and make application for obtaining full occupation certificate along with permanent water

connections, permanent electricity connections, and permanent gas connection. Upon receipt of all approvals along with occupation certificate, the developer shall send a notice to the Society, for existing members handing over possession of the newly constructed flats only after obtaining the full occupation certificate..

3. Building Plan layout Approval

The entire building layout Plans required to be submitted for approval to the NMMC / competent authorities for the Redevelopment in respect of Redevelopment of entire property of the Society shall be approved by the Managing Committee of the Society. Any amendments/ additions/ alterations to the said plans as per the requirements of Development Control Regulations or any other statutory body shall also be approved by the Managing Committee of the Society. The Building plans sanctioned by the Municipal corporation / competent authorities will be placed before the general body for its information. The developer shall not be entitled to change the said plans without the prior written approval of the society.

4 Indemnity Bond

An indemnity Bond shall be executed by the Developer in favour of the Society stating that, all the works will be done by the Developer as per the Development Agreement. He will complete all the formalities within the framework of laws applicable. The Developer shall not exceed the power vested in him and will fully indemnify the Society and its members of any wrong doing on his part. The indemnity Bond shall remain in force till the end of the Defect Liability Period.

5. Time Schedule for Compliance

The Developer shall note the following time schedule for various compliances and follow the same:

- a. The Development Agreement shall be signed by the Developer within period of 03 months or by such mutually extended period from the date of LOI served by the Society to do so. The developer should provide a Bar chart from the date of LOI.
- b. The Developer shall construct the site office & Society office within one month from the date of receipt of Commencement Certificate. The Site office & Society office will be as per relevant clauses in the BID document.
- c. A comprehensive "The Contractors All Risk Policy (CSR)" and labour license shall be obtained by the Developer 15 days before the date of commencement of work.
- d. Obtaining full IOD with full TDR and Full Ancillary FSI loaded in the name of the Society: within 180 day(s) or mutually extended period from execution of Development Agreement.
- e. Executing Individual PAAA (Permanent Alternate Accommodation Agreement) with Members of Society including registration of the same within 60 days from receipt of full IOD/CC as above.

- f. Payments of Displacement compensation, Brokerage, deposits, shifting charges, hardship compensation allowance as per agreed terms before vacating the existing flats.
- g. Submission of Bank Guarantee to the Society immediately before vacating.
- h. Vacation of flats by the Society members'- within 45 days after vacation notice for shifting by Developer after receipt of full IOD / CC.
- i. Receipt of Commencement Certificate after vacating by members- within 60 days after Vacating.
- j. "Occupation Certificate" OC: - 36 months from the date of issuance of-Letter of Intent (LOI).

6. Future Benefits and Changes in Rules/ Regulations

Prior to the obtaining of Occupation Certificate, If there is any change in the policy of the NMMC, changes in the current DCPR, MMRDA, Government of Maharashtra or any public or statutory bodies and authorities governing development of properties in the city and suburbs of Mumbai, whereby the Current Development Potential i.e. FSI and / or TDR and/ or ancillary compensatory FSI or any other FSI/ area pertaining to the land is increased, then in that event the benefit of such additional FSI and/ or TDR and /or ancillary compensatory FSI and / or any other FSI/ area by whatever name called shall belong to the society alone.

7. Earth Quake Resistant Design

The design of the new building structure shall be earthquake resistant & wind load as per NMMC norms. The structure will be designed as per IS codes of practice IS: 456 & IS: 1893. For Dead Load, Live Load, Earthquake Load. Wind Load etc.

8. Development Conditions of the Project:

The bidders have to give to the Society a Bank Guarantee from the Nationalized Bank. The Bank Guarantees shall be Irrevocable and continuing and kept valid until completion of the project. The 90% of Bank Guarantee amount will be released after receipt of full occupancy certificate (OC) or satisfaction certificate whichever is later. The balance 10% amount shall be retained as security deposit for the defect liability period, in addition to the security deposit of Rs. 50 Lakhs. In the event, the bank guarantee is uncashed by the society then the amounts of bank guarantee shall be utilized for construction / completion of flats of existing society members only. The developer will not obstruct / cause hindrance to encashment of such bank guarantee or utilization of its proceedings, when necessary, resolution is passed by the general body of the society. The bank guarantee should be valid for the duration of the redevelopment / reconstruction project and for a reasonable period thereafter to address any potential defects or deficiencies. The bank guarantee will be renewed,

especially if the project completion is delayed.

9. **SECURITY DEPOSIT**

On issuance of LOI, the Developer shall provide Rs.50, 00,000 (Fifty Lacs only) as Security Deposit to the Society. The security deposit shall be refundable without interest. All interest earned on security deposit shall be utilized by the Society and its existing members. Also refer Sr.No. 'h' of Section – 1, clause 10 of the Section – 2, Clause no. 29 of Section – 7, of Volume – I of the specification.

10. **POSSESSION OF NEW AREA**

The Developer is not allowed to handover the sale premises to the respective buyers till the Developer has first handed over possession of the new flats and car /scooter parking space to the existing members of the Society upon receipt of the Occupation Certificate. The Developer shall be entitled to hand over the sale premises to the respective buyers only after 07 days from the date fixed and actual handing over the member's new flats to the existing members. The Agreement should have specific mention of the agreed Carpet Area.

11. **ADMISSION OF NEW MEMBERS**

The Society shall not enrol the new members until the Developer complies with all the terms & conditions of Development Agreement and the Developer hands over possession of the new flats and car parking spaces to the existing members of the Society upon receipt of the Occupation Certificate as stated above. All the new members shall be admitted in the society after completion of the Redevelopment Project and after approval of General Body Meeting of the society only.

The purchase of sale Units of the Developer will be admitted and inducted as members of the Society without any demur & protest, in accordance with the bye-laws of the Society, in the new buildings on the Developer complying with all his obligations agreed to in the Redevelopment agreement and completing the Redevelopment project in all respect subject to handing over of the members new Premises along with new car / 2 wheeler parking spaces. The Developer shall not be called upon to be admitted as a member of the society in respect of unsold free sale area till a period of six months from the date of Occupation Certificate (OC).

No person deriving any interest in respect of free sale area by way of sale , lease, carry on any activity relating to Dance bars, hospitals, nursing homes, gambling , betting stations, casinos, pubs, night clubs & service apartments. Further the roof top terrace of new buildings shall belong to the Society alone.

12. **DEFECTS LIABILITY PERIOD**

The Developer shall be responsible for rectification for defects notices during the period of 5 (five) years from the date of handing over possession of the new flats and car parking space

to the members. This period shall be known as Defects Liability period. Subsequent to the taking over of the works and after it has been in use, its maintenance would be the responsibility of the Developer. The Security deposit shall be retained by the Society for securing the Society during the "Defect liability period". During the defect liability period, the Developer shall be responsible to make good & remedy, at its own expenses and defect which may develop or may be noticed before the expiry of defect liability period. However for water proofing of the buildings the developer shall provide a warranty for a period of 120 months from the date of OC for the existing member's new area. If the Developer fails to rectify the defects as per the terms & conditions of the Redevelopment agreement, the Society shall be entitled to utilize the security deposit to the extent of an amount equivalent to the cost involved and incurred in rectifying the defects. The developer shall however reimburse the security deposit exhausted until the end of Defect Liability Period and also the developer shall be liable to deposit further amount with the Society incurred on rectification of defects during the said period.

The 50% (Rs. 25 lakhs) security deposit of Rs. 50 Lakhs will be released after completion of defect liability period and 50% (Rs. 25 Lakhs) after 10 years i.e. after completion of warranty period of the water proofing. The defect liability period will be as per prevailing rules of RERA

#### 13. LEGAL MATTERS

The legal matters arise in case of multiple deal for the same flat/tenement or due to any other cause the sole responsibility will be on the shoulder of the developer and not on the Society. The developer to inform the society whenever the deal takes place with each flat to avoid multiple agreements for the same flat/tenement and any other legal complaint Against the developer.

#### 14. FORCE MAJEURE:

Force Majeure means that neither party shall be responsible or liable for any delay nor failure in fulfilling the terms of this agreement, a cause or event, that is not reasonably foreseeable or otherwise caused by or not under the control of the party in the following matters:

- i. Such to war, strikes, explosions, riots, civil unrest, political instability, terrorists act/ actions
- ii. Major power failures beyond its control, or by fire, flood or other natural disasters, epidemics, acts of third parties, sabotage terrorism.

Each party shall promptly inform the other the existence of a Force Majeure event and shall consult together to find a mutually acceptable solution. In any such event, performance shall take place as soon thereafter as reasonably feasible. However, if as a consequence of such clause, performance by a party



under the agreement shall be prevented for a period longer than six (6) months, then the other party shall have the right to terminate this agreement with a month's notice. The terms of the termination under this condition will be with no liabilities and penalties. Developer shall continue to pay rental for this period also.

15. DISPUTES / ARBITRATION & conciliation:

Agreement between contractor, Architect, and society should have a condition that disputes, if any, on the Redevelopment work shall be settled u/s Rule No. 91 of the Rules.

**ARBITRATION:**

- a. Any disputes or differences which shall at any time arise between the parties hereto touching or concerning pertaining to this tender, interpretation of any provisions or terms and conditions thereof and all matters arising out of this Tender shall be resolved through negotiations, failing which the same shall be referred to sole arbitrator to be mutually appointed by the Parties failing which the Arbitrator shall be appointed as per the provisions of Arbitration Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under.
- b. All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works of the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution or maintenance, thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the PMC. Hereinafter mentioned but the decision of Society in all respect shall be final and binding on both the parties or may be referred for adjudication to a sole Arbitrator to be appointed as provided herein.
- c. For the purpose of appointing the sole Arbitrator referred to above, the party evoking arbitration shall send within thirty days names of persons who shall be presently unconnected with any organization for which the work is executed contracted to the other party. The other party shall on receipt of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the first party within thirty days of receipt of the names. Society shall thereupon without any delay appoint the said person

as the Sole Arbitrator failing which the Arbitrator shall be appointed as per the provisions of Arbitration Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under.

- d. The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing. The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award. The Arbitrator shall give a separate Award in respect of each dispute or difference referred to him.
- e. If the Arbitrator as appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever another sole Arbitrator shall be appointed as aforesaid. It is expressly understood that the work under the contract shall however continue during the arbitration proceedings as per the directions of Society / PMC & legal consultant.
- f. The venue of arbitration shall be in Mumbai at such place as may be fixed by the Arbitrator at his sole discretion. The fees, if any, of the Arbitrator shall, if required to be paid before the Award is made and published, be paid by the developer. The award of the Arbitrator shall be final and binding on both the parties. Subject to aforesaid, the provisions of the Arbitration Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under the clause.

**16. Advance Monthly Maintenance Charges:**

The Bidder is not permitted to collect monthly maintenance charges from the new members/purchasers. The society will charge the monthly maintenance charges to the new members after due receipt of the occupancy certificate (OC) from the authority.

**VOLUME – I**

**SECTION – 6**

**SPECIAL CONDITIONS OF CONTRACT - II**

## SECTION – 6

### SPECIAL CONDITIONS OF CONTRACT - II

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**SPECIAL CONDITIONS OF CONTRACT - II****1. BASIC TERMS AND CONDITIONS OF THE PROJECT**

- a. The society shall grant to the developer and the developer shall acquire from the society, sole & exclusive development right on principal basis and not as agent of the Society to carry out and complete the Re-development, by demolishing the existing buildings, at developer's own cost, risk, expense, account and responsibility.
- b. The developer shall be entitled to redevelop the said property by demolition of existing buildings and consuming the available FSI/TDR/Ancillary FSI to the extent of maximum permissible FSI of 5.40 under UD CPR, after formal survey and demarcation of the property by EET & C / EEDP / AE Survey and City Survey dept. / NMMC after taking into account road set back, curves to road etc. and constructing new buildings comprising of basement , commercial shops, stilt and upper floors in accordance with maximum height permissible by Civil aviation authority and rules & regulations made thereunder from time to time.
- c. Any additional FSI/ TDR/ Ancillary FSI, arising out of modification and re-enactment of DCPR or new policy by the Government shall belong to the SOCIETY alone.
- d. The developer shall prepare & submit tentative floor/ building plans in respect of the new buildings to the Society for its approval before submission to the NMMC for approval for obtaining IOD/ permission from MOEF.
- e. Upon obtaining the necessary permissions from NMMC the Society shall hand over the building for demolition to the Developer subject to the terms and the conditions of the financial bid and the agreement made between the Society and the Developer, individual flat owner of building and Developer, etc. Necessary Bank Guarantees and deposits shall have to be paid and Submitted by the Developer as per the Development Agreement terms and conditions.  
(Developer to check if shifting of existing members can be avoided particularly shops and commercials)
- f. The existing members new area and sale units completed shall be within the same building and no isolated / separate structures for members of the sale units (new member) shall be allowed at all.

**2. OFFER TO THE SOCIETY:**

**FREE ADDITIONAL CARPET AREA, HARDSHIP COMPENSATION, RENT AND SHIFTING CHARGES FOR TEMPORARY ACCOMODATION:**

- a. **FREE ADDITIONAL CARPET AREA:** Bidders shall quote, additional carpet area over and above the existing carpet area of flats which shall be provided free of cost, that they can offer to the members of the society, bidder to ensure that the area offered shall be on existing agreement carpet area for each member. This carpet area shall

be as per MOFA. The Bidding shall be done on carpet area to be offered to members free of cost. (Also refer General Conditions, clause No. 1.1.22 of Section – 4 of Volume – I)

**b. HARDSHIP COMPENSATION:**

The Developer shall quote an amount of hardship compensation on existing carpet area of flats on per sq. ft./ Sq. Mtrs. basis. 25% of the Hardship compensation shall be paid to the members at the time of registration of Development Agreement with the society and balance 75% shall be paid at the time of handing over peaceful and vacant possession of their existing flats to the society for redevelopment to the developer.

The society expects hardship compensation of Rs. 1500 per sq. ft. (or Rs.16145/Sq. Mtrs.) of existing agreement carpet area as a fixed parameter for existing members.

The bidding shall be done ONLY on carpet area to be offered.

- c. TRANSIT RENT FOR TEMPORARY ACCOMODATION :** The developer shall pay the following minimum net rental per sq. ft. per month on existing carpet area, which shall also be mentioned by the bidder in the financial bid, the rent every year will be escalated by 10% every year.

- Residential - Rs. 70 per Sq. foot per month
- Commercial - Rs. 125 per Sq. foot per month

**d. EXTENDED DURATION OF OCCUPANCY CERTIFICATE & INCREMENT IN RENT**

If the duration for receipt of full occupation certificate, extends beyond 36 months from the date of execution of Development Agreement or 36 months from date of receipt of IOD or full occupation certificate is not obtained then rental will be paid at 20% increment over previous year's rental on per sq. ft., per month basis. This shall be net rental receivable by existing members.

**e. SHIFTING CHARGES :**

One time Shifting charges shall be paid in the sum of Rs. 30,000/- lump-sum to existing members each. This amount shall be paid along with advance rental for 12 months.

**f. BROKERAGE:**

Brokerage equivalent to one month's rental of the first year which shall be paid along with advance rental for 12 months to each existing member. In the event, project gets delayed beyond 36 months for any reason whatever, for every subsequent year or part thereof, developer shall pay one month's rental of that year as brokerage. In case the landlord force the Member

tenant to vacate the tenement then the Developer has to compensate the said amount of brokerage & shifting charges.

**g. POST DATED CHEQUES**

The developer shall pay rentals for 12 months as an advance along with post-dated cheques of a further 24 months, in advance to the existing members of the society at the time of handing over peaceful and vacant possession of their flats to the society for redevelopment. All these cheques shall be dated as 1st of current / respective month. After 36 months increment shall be 20% over previous year.

**h. CORPUS FUND:**

The successful developer to pay the corpus fund to the society, the rate as decided by the society is Rs. 200000 per tenement (total tenements including existing & new ones ).

- i.** Figures mentioned above are the minimum desired by society. The developer shall give his best bid while complying with all other conditions and after studying all the relevant details, information and title etc., related to the property

**3. RENTAL PERIOD**

The rentals shall be payable for entire period of construction, i.e. from the time the flats are vacated till the existing members are re-shifted to their new premises by handing over quiet, vacant and peaceful possession of the new premise in the proposed new building to each member with Occupation Certificate after 1 calendar month. If this period, extends beyond 36 months for whatever reason, including force majeure clause the developer shall continue to pay rentals at increment of 20% over preceding year's rental.

**4. INTIMATION FOR CHANGE OF AUTHORISED SIGNATURE**

The developer shall ensure that, if there is any change in Authorised Signatory / signing authority for post-dated cheques, the same shall be immediately intimated to the society and the cheques are replaced with duly valid new cheques. The developer shall not close the account from which the cheques have been issued and shall not issue any stop payment instructions and shall ensure that the cheques as issued are honoured when presented for encashment.

Percentage of additional free carpet area over & above the existing carpet area to be offered to each member; on the basis of existing agreement carpet area.

5. Brokerage & stamp duty payable to the members for a period of 36 months.
6. For shifting charges payable to the members.
7. Stamp Duty & Registration charges and GST as applicable on existing & additional offered Area to be borne by the Developer
8. Contract Bank guarantee of amount of Rs. 100 Crores (Rupees hundred cores) or 20 % of project cost whichever is higher.
9. Total number of car / 2 wheeler parking to be provided to the society and its existing members in the stilt/ covered/ basement/ open space/podium (minimum one covered car

& 2 nos. two wheeler parking for each member) shall be as permissible in UDCPR 2020 (Section 8.2) or any other rules & regulation applicable for the project. Also the provision to be made for the parking of bicycles.

10. In case of any increase in FSI during the progress of work due to amendment of rules by the corporation/state government/ central government shall belong to the society alone.
11. Health club/ Gym/ fitness centre as per NMMC/UDCPR norms.
12. Society office, servant toilet, watchman cabins etc. as per NMMC/UDCPR norms.
13. Amenities to the members as mentioned in the Tender document and developers offer. Please refer section -8 of volume – I for external amenities. The Developer shall register with Maharashtra Real Estate Regulation Authority and shall abide by the provisions contained thereunder.

#### **Redevelopment Option**

The developer shall submit the offer based on full demolition of all buildings and thereafter completing the project within stipulated time period as mentioned elsewhere.

#### **14. CARPET AREAS ALLOTMENT:**

- a. The Developer shall provide each member and an occupant of the Society, existing carpet area **including** door jambs presently in their respective possession with additional carpet area free of cost, in lieu of the surrendering of their existing flats.
- b. The Developer shall accept the carpet areas mentioned in the tender as the occupied area of each Member of the Society and the same shall be final and binding upon both the parties and neither party shall challenge or dispute the same.
- c. The carpet area stated in the tender and developer's bid shall refer to carpet area as per the MOFA and shall EXCLUDE area below all internal walls. The Carpet area for sale shall be calculated as per Maharashtra clauses.
- d. The society may ask the developer to plan the proposed structure in a way, that the doors may face East/West and as per vastu shastra and also to ensure the cross ventilation.
- e. The society is of opinion that the new structure shall have three numbers of towers / buildings and the allotment of the tenements to the existing & new members is on mixed basis and no separate tower for the new members is envisaged (No separate rehab & sale tower envisaged in this project), failure to comply the requirement of the society the bid will be rejected.



## **15. EXIT CLAUSE:**

Further, all members of society have rights to sell their flats anytime during the project schedule to any person / member if they so desire. If existing member decides to opt for sale of flat, the financial consideration received i.e. entire hardship amount, shifting charges, brokerage, and the rental paid by the Developer till then would be retained by existing member and for such transfer, 'transfer fees' as per bye-laws shall be payable by the existing member desiring to sell off his/ her/ their premises without demanding any further payments from the developer. Such consideration shall be paid only once, either to old member who is existing or to new entrant as per agreement between them.

Some members may desire part exit. The developer is required to fill in details of the same in Schedule of Guarantees (ANNEXURE - )

## **16. SOCIETY'S DECISIONS TO BE FINAL**

The decisions of the Society on all matters pertaining to this project including scrutiny of designs, supervisions of works, quality control etc. during the project including with regard to any delay, defect or deficiency shall be binding on the Developer. The Society shall however notify the basis of arriving at such decision to enable the Developer to remedy the same. The Society will also seek the opinion of its financial, project and/ or legal consultants depending upon the situation. The Developer shall ensure that there should not be any inconvenience, nuisance to the occupants/ neighbourhood in and around this complex till the newly constructed building is handed over by him to the Society.

## **17. SOCIETY's obligations**

- a) The Society shall issue power of attorney in favour of Developer for the specific purpose & period to enable obtaining of necessary permissions for Redevelopment on behalf of the Society.
- b) The Society shall issue necessary certificate, letters, authority etc. As needed by developer for carrying out his obligations.
- c) The Society shall supply available documents of Title, Title certificates, Plan copies, conveyance deed etc to the developer.
- d) The Society shall permit or give NOC for sale of saleable components of the developer.

## **18. Legal matter arise due to Multiple sale by Developer**

The legal matter arise in case of multiple deal for the same flat /shop, the sole responsibility will be of the shoulder of Developer and not on Society. The Developer to inform the society after each deal / agreement in respect of saleable flats/shops taken place to avoid multiple agreements for the same flat / shop.

## **VOLUME - I**

### **SECTION – 7**

**OTHER SPECIAL CONDITIONS / NON- TECHNICAL SPECIFICATIONS**

## SECTION – 7

### OTHER SPECIAL CONDITIONS / NON- TECHNICAL SPECIFICATIONS

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## OTHER SPECIAL CONDITIONS / NON- TECHNICAL SPECIFICATIONS

### 1. GENERAL CONDITION

- i. The Developer shall depute a full time, qualified Engineer, approved by the Municipal Corporation or local authority as per statutory requirements at Site to Supervise the Project and to be maintained until completion of the Project, however the society /PMC will review the quality of work and also he should report to PMC/Society.
- ii. The Developer will have to carry out all the testing works for the materials from the Govt. Approved laboratory (such as IIT-Mumbai / VJTI Labs), as required by the PMC/Society from time to time at his own cost. The Developer will submit a manual with Quality Control Norms for the entire construction. The norms should meet up with the relevant latest I.S. Codes & Standards.
- iii. The Developer shall be solely responsible for the payment of all benefits to his employees, such as provident fund, bonus, retrenchment compensation etc., applicable as per the various Statutory Regulation. Any increase due to changes in the Statutory Regulations during the project Period shall be borne by the Developer.
- iv. All the workmen should be insured at the cost of the Developer. All Labour Laws, RPFC Laws, Insurance etc. shall be followed by the Developer.
- v. The Developer shall provide an equally qualified and competent replacement for any personnel rejected or leaving the Site without the written approval of the PMC, immediately and without interruption to the Project.
- vi. The Developer shall be responsible for the conduct of his personnel. He shall be particular & responsible for Maintaining law & order and discipline on the Site.
- vii. The Developer shall ensure compliance with the Regulation applicable on Site, in particular Site Regulations, Safety and Accident Prevention Regulations, etc.
- viii. The Developer shall make use of all measures like safety belts, helmets, shoes, net, etc. available to the Developer for safety of his personnel. He shall ensure fulfilment of all contractual obligations by his personnel regarding their services and he exercising skill and care.
- ix. The Developer shall ensure observing and respecting special customs and practices prevailing at the location of the Site. This applies in particular to possible prohibitions and restrictions, e.g., prohibition of the sale and consumption of alcohol, the prohibition of religious or political activity, prohibition of assembly, etc.
- x. The Developer shall obtain at his own cost all permits required for his services, e.g., shift work, Sunday / Holidays and overtime work permits.

- xi. The Developer shall inform the PMC of any circumstances that may have an impact on the Project performance without delay, irrespective of who is responsible for these circumstances.
- xii. Areas around the Site shall be maintained clean, free from debris and scrap materials by the Developer at his cost. Excavated earth must also be neatly stacked in locations indicated to the Developer by the P.M.C. of society.
- xiii. The Developer shall provide and maintain an adequate number of portable fire extinguishers at his own cost, in his site offices, stores and areas where welding / gas cutting is to be carried out.
- xiv. Contractor should keep updated First Aid Box available to labours
- xv. Safety Health & Security of its personnel / equipment's at the Site is the sole responsibility of the Contractor. In case of any accident, the entire responsibility of the mishap and medical and other charges if any shall be borne by the Contractor.
- xvi. The highest standards of safety shall be adhered to during execution of the Works/Facilities.

## 2. HEIGHT OF FLATS

All the flats of the society (all floors) shall have a minimum clear height of 10 feet after flooring and plaster of the ceiling.

## 3. PROTECTION OF THE PROJECT

- a) Should the Project or any part thereof be suspended by reason of inclement weather strike, riots, lockouts or any other like causes, the Developer shall take all precautions necessary for the protection of the Project or part thereof and at his own expenses shall make good to the Society's satisfaction any loss and / or damage arising from any of these causes.
- b) The Developer shall continuously and adequately protect the project from damage due to the actions of weather and injury or defacement by any of his staff or workers and shall cover finished parts for their thorough protection. Particular attention shall be paid to the protection of floors from stains by spitting pan, betel leaf or from oil leakages, breakages of sanitary fittings, theft of plumbing fittings and hardware etc., and the Developer will be entirely responsible for the replacement thereof at no cost to the society.
- c) The Developer shall take comprehensive insurance of the entire under construction project with a reputed insurance company, which shall cover the cost of development of the new building and other incidental cost, charges and expenses. A copy of such policy will be handed over to the Society and the Society will also be one of the beneficiaries to such insurance.

## 4. APPROVAL FROM CONCERNED AUTHORITIES:

It is the sole responsibility of the Developer to obtain all the necessary approvals / permissions for carrying out redevelopment. The necessary charges, deposit, fees, premiums, penalties, taxes , levies etc. if any, and all the charges required to be made to the various statutory authorities from time to time shall be borne and paid by the Developer alone.

5. INCREASE IN FSI:

The bidders are instructed to give their offer for the consumption of maximum permissible FSI as per Development Control & Promotion Regulation (DCPR) 2034/UDCPR 2020, amendments thereof. In the event of any additional FSI over and above the maximum permissible FSI arising during the course of redevelopment, out of any change in Government policies or regulations, such additional FSI shall belong to the society alone and it shall be the right of the society alone to utilize such additional FSI over and above the existing maximum permissible FSI/ TDR /Ancillary FSI under UDCPR for the same project and not transferable to any other project at any cost. All related registered agreements /documents related to extra FSI approved by the competent authority must be handed over to the society prior to receipt of occupancy certificate from the authority.

6. ASSIGNMENTS:

The Developer shall not create any charge or lien on the property. The Developer shall not assign, transfer, lease, sublease or mortgage the Society land & property or any part thereof to any person, institutions, financial agency etc.

7. SUBLETTING

If the Developer sublets the redevelopment work to any third party, the earnest money deposit and the initial security submitted by the developer will be forfeited and the Bank Guarantee will be invoked without prejudice to any other remedial measures available to the Society.

8. USE OF SPECIFICATIONS & I.S.I. :

In case where no particular specification is given for any material to be used under the contract the relevant specification where one exists of the Indian Standard Institution shall apply.

9. INSPECTION & APPROVAL:

All work embracing more than one process shall be subject to the examination and approval at each stage. The PMC / Society shall be entitled to appraise the quality and extent thereof or order rework, without any liability to Society and or PMC.

10. SITE VISIT:

The Developer is advised to visit and examine the Site of Project and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Bid and entering into a contract. The cost of visiting the Site, collecting all documentary details, necessary data over and above those submitted with the bid, if any, shall be at the Developer's own expense. Developer shall not be entitled to enter in the society's premises unless accompanied by a specific letter from the Society. Unless permitted by the managing committee, the Developer shall not interact with anyone in the society's premises during any of the site visits.

11. COST OF BID:

The Bidder shall bear all costs associated with the preparation and submission of his Bid and the Society will in no case, be responsible or liable for those costs, regardless of the conduct or

outcome of the Bid process. The bid document cost is non-refundable. Also refer sr.no. 'e' of Section – 1 of Volume -1 of the bid document.

12. BID VALIDITY:

Bids shall remain valid for a period of 180 (one hundred and eighty) days from the date of submission. In exceptional circumstances, prior to expiry of the original Bid validity period, the Society may request that Developers to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. Also refer sr.no. 'c' of Section – 1 of Volume -1 of the bid document.

13. EARNEST MONEY DEPOSIT:

The Developer shall furnish, as a part of his Bid, an Earnest Money Deposit of amount of **Rs. 25,00,000/- (Twenty five Lakh only)**. The Earnest Money Deposit shall be in the form of a demand draft/pay order issued in favour of the Society from any nationalized bank located in the town or city in which the Developer has his registered office. Any Bid not accompanied by the Earnest Money Deposit shall be rejected by the Society as non-responsive.

The Earnest Money Deposits of unsuccessful Bidders; upon which no interest will be paid, will be returned within 60 days from the award of contract.

The Earnest Money Deposit of the Developer whose bid is accepted and LOI issued will be retained by the Society and the bidder to deposit additional Rs. 25,00,000/- to make the total Security deposit of Rs. 50,00,000/-, immediately. Also refer sr.no. 'd' of Section – 1 of Volume -1 of the bid document.

The Earnest Money Deposit may be forfeited:

- a) If the Developer withdraws his Bid within the period of validity;
- b) In case of a Developer, if he fails within the specified time limit
  - i. For Acceptance of offers OR
  - ii. To Furnish the required security deposit

14. INITIAL SECURITY DEPOSIT:

Initial Security Deposit of **Rs.50, 00,000/- (Rupees Fifty lakh only)** shall be submitted by the Developer to the Society at the time of Letter of intent (LOI) without interest payable. Also refer Sr. No. 'h' of Section – 1, clause no. 10 of Section -2, clause no. 9 of Section - 5 of Volume -1 of the specification, also refer clause 13 above. .

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR LATE COMPLETION:

The Project shall be completed within the period stipulated in the Development Agreement. The Developer shall mobilize adequate amounts of funds, plant, equipment and labourers to meet this schedule. The time for completion is inclusive of any monsoon period and no extension of time for completion is inclusive of any monsoon period and no extension of time shall be granted on this account. The Developer shall make his own arrangements for obtaining of construction water supply and electrical power to meet his requirements. The entire cost for the same shall be borne by him including the charges for monthly consumption.



Upon issuance of vacation notice the developer shall provide to the society a Tentative Bar Chart(TBC) envisaging the stages of construction and the time period within which each stage shall be completed and thereafter the monthly MIS (Management Information System) shall be given by the developer. The whole of the project shall proceed within such sections and at such times and in such order and manner as described in the Bid Documents, and / or as directed by the Society's / consultant. If the Developer fails to complete the Project within the Contract Period he/ they shall be liable to pay liquidated damages to the Society. Liquidated damages shall be **Rs. 5, 00,000/- (Rupees Five Lakhs only)** per week. Also refer Sr.No.2 of Section - 4 of Volume – I and Sr. No. (i) & (j) of Section - 1 of Volume – I, of the bid document.

16. WORK SCHEDULE AND PROGRESS REPORTS:

The Developer shall prepare a detailed Schedule Bar Chart and PERT (Program Evaluation & Review Technique) Chart for the Project to suit the time for completion and submit the same after receiving LOI. The Schedule bar chart should expressly state the dates of completion of intermediate phases, in a phased development and should be approved by the PMC / Society. This BAR Chart/PERT Chart shall be reviewed fortnightly with the Consultant to ensure that the time frames given are being respected or to initiate corrective steps to maintain the same. The Society reserves the right to revise the above charts to overcome any shortfall. Any failure in observing the provision / time frames of Charts will entail charge of Liquidated damages on the pro rata mile stone delay. The Developer shall submit Monthly progress reports indicating the progress achieved; anticipated problems and the methods propose to overcome such problems. However the time schedule shall be adhered to at any stage of the project.

17. INSURANCE:

The developer alone will be responsible for all liabilities in respect of workers employed / engaged in the redevelopment and deputed at site including the PMC its representatives and the supervisory staff who are deputed or visiting the site from the date of execution of L O I till the receipt of OC. The developer shall pay the wages; remuneration and salary of such labour, workman, contractors, professionals & personal and comply with all applicable laws in that behalf including requisite insurance policies, workmen compensation policy, third party insurance, accident policies, insurance against fire, earthquake etc. The society shall in no way be responsible for any lapse in insurance. The developer shall obtain the policies & certificate for insurance after receipt of CC and the same shall be shared with the Society for inspection. The Policy will be renewed every year till the time, the developer receives the OCCUPATION CERTIFICATE and the originals shall be handed over the SOCIETY. The developer shall indemnify the Society and its existing members from & against all CLAIMS in connection with the Redevelopment and all work carried out done by the Developer on the said property or failing under the scope of developer's work agreed under the Redeveloper Agreement.

18. COMPLIANCE WITH STATUTES AND REGULATIONS:

The Developer shall conform in all respects, including the giving of all notices, obtaining approvals, maintaining records and paying of all fees, in relation to any National or State Statute, Ordinance or other Law, or any Regulation or Bye-law of any local or other duly constituted authority in relation to the execution and completion of the Project and remedying of any defects therein, and the Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Project, and the requirements of any Statutory Bodies for water connection, drainage connection, cable connection, telephone connection, electric power and other Companies or Authorities with whose systems the Project are proposed to be connected. The Developer shall deposit the receipts for payment for these with the Society.

The Developer shall indemnify and hold harmless the Society against all penalties and liabilities of each and every kind for the breach of any such provisions. The Developer shall bring to the notice of the Society all notices required by the said Acts, Regulations or Bye-laws to be given to any authority by the Society and also obtain the necessary approvals/sanction of the Authorities solely at his own cost. Notwithstanding the insurance obligations the Developer shall not be relieved of the obligation to indemnify and hold harmless the Society in relation to the provisions here above.

Any deductibles or excesses not insured by the parties and any Amounts not recovered from the insurer notwithstanding compliance by the parties with their obligations in respect to such insurances shall be borne by the Developer in accordance with the respective liabilities under the Contract.

19. LABOUR RELATIONS:

The Developer shall also keep the Project Management Consultant informed of the details of the labour force and the labour problems that occur, as required by the relevant labour laws. The developer shall ensure that all necessary safety precautions are taken at Site, such as the providing of safety helmets, belts, shoes, etc. as required for the Project and to satisfaction of Project Management Consultant. The Contractor shall follow the safety rules and regulation as per Industrial/ building construction safety Acts /Norms applicable in India.

20. COMPLIANCE WITH LABOUR LAWS:

The Developer shall comply with the provisions of law that include Union, State & Local, the contract Labour (Regulation and Abolition) Act and the Minimum Wages Act, as applicable in the State where the project is located. The Developer shall submit a copy of his registration and license duly renewed as per the provision laid down under the Contract Labour Act. The Developer shall at all times indemnify and hold harmless the Society from and against all claims, damages, or compensation under the provisions of the payment of the Wages Act 1938, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Fatal Accidents Act, Apprentice Act 1961, Industrial Disputes Act 1947, Contract Labour (Regulation and Abolition) Act 1970 or any modifications thereof or any other law relating thereto including Common Laws and Rules made hereunder from time to time till completion of the Project.

## 21. TOWER CRANE ERECTION / INSTALLATION / OPERATION - PRECAUTIONS

The bidder to note that while erection, installations and operations precautions shall be taken, as the high tension (220 KV) transmission lines are passing just over the boundary of the society plot ( 7 meters from existing building). The major mishaps may occur if the portion of the tower crane enters in the danger zone of the HT transmission line cause damage to the premises, crane and life of the crane operation. The necessary precautions shall be taken during the regular operations and the crane operator shall get acquainted with the physical locations of the transmission line to preventing electrocutions of crane operator/s and damage to the equipment's.

## 22. OBJECTS OF ANTIQUITY

All objects of value or antiquity found on the Site shall remain the property of the Society and any such find shall immediately be reported to the Society and/or Society's Project Management Consultant.

## 23. ORGANISATION TO BE PROVIDED BY SUCCESSFUL BIDDER:

The Developer will provide expert and competent personnel required for satisfactory completion of the Project.

## 24. SPECIAL REQUIREMENT

The layout & building plans shall be presented by the Developer before the General Body of the Society and the Building Plan approved by the general body of the Society shall be submitted by the developer to the NMMC and other Authorities for necessary approvals/permission.

It will be Developer's responsibility to do the necessary submission, co-ordination/follow up with NMMC, MDEF, Municipal Authorities, CFO, and any other public department to obtain necessary/required NOC for maintaining smooth and satisfactory progress and timely completion of the work.

## 25. RESOLUTION OF DISPUTES

The Courts in Navi Mumbai & Mumbai will alone have exclusive Jurisdiction in the matter.

## 26. TERMINATION OF CONTRACT BY SOCIETY

- a. If the developer fails and or is unable to complete the construction and obtain OC for the entire project within the stipulated period of 36 months from the date of execution of L O I, then in that event, the Society shall at its sole discretion be entitled to either grant extension to complete the construction and obtain OC or terminate, revoke cancel the Redevelopment agreement that shall be entered into.

In the event of the Developer committing any breach of the Terms & conditions of the Redevelopment Agreement or the Developer abandons the Project or Fails to commence the work without any lawful reason or fails to load the maximum permissible FSI in the name of Society or neglects the performance of any conditions of the Contract or has concealed any vital information or has changed the constitution of the company or has assigned the contract of Redevelopment or has been adjudged as bankrupt, in that event the Society shall give a written notice to the Developer setting out the breach and calling upon the Developer to remedy such breach within a

maximum period of 30 days from the issuance of such letter. If the Developer fails to comply with the remedy of breach/ breaches, the Society shall be at liberty to terminate, revoke & cancel the Redevelopment agreement and enforce Bank guarantee for the completion of the project without any protest from the developer, to complete the pending work related to existing member's new area.

- b. The strict adherence to the work completion schedule is expected from the bidder. The slightest delay in project completion or payment in transit rent, is sufficient to warrant the termination of a developer's contract and further the developer will be black listed.
- c. The carpet area as agreed with the society is to be provided in actual (subject to scrutiny of the drawings prior to submission for approval to competent authority), if fails to provide then the contract with developer will be terminated further the developer will be black listed and loss to the members of the society will be recovered from the encashment of the Bank Guarantee against the project cost.
- d. If the developer make any differentiation in the carpet area of existing members ( in our case differentiation in Tower building & row house) and allot additional areas to one of them, then the society will issue show cause notice for termination of contract and the security deposits & BG' will be forfeited.
- e. The developer intentionally tries to construct the separate building or wing for the sale component then it is sufficient to warrant the termination of a developer's contract and further the developer will be black listed.

#### 27. DISPOSAL OF MATERIAL (Society & member owned)

Societies (owned material) & Members (owned by them) have ownership on following existing material / items (old & used). Same are not the part of the contract. The following material will be disposed of by the society & its members

- a. Doors & windows of flats ( Aluminium / wooden)
- b. Safety doors of flats (metal & wooden)
- c. M.S. Grills (windows)
- d. Terrace Shed metal structure
- e. Water pumps & supply pipings
- f. Remaining metal items
- g. All lifts & allied material
- h. Security cabins

**VOLUME – I**

**SECTION: 8**

**AMENITIES: EXTERNAL AMENITIES**

EXTERNAL AMENITIES

- Double height Entrance lobby
- Club House
- Gymnasium for Ladies, Gents & Senior Citizens
- Wi-Fi/broad band connection
- Indoor Games
- Badminton Court
- Children Play area
- Fully Furnished Society office with AC
- Jogging track at podium (i.e. around the building )
- Multi storied Parking areas for Cars, two wheelers, Bicycles as per rules & regulations of NMMC, UDCPR 2020 (section 8.2) and MAHARERA, whichever is applicable with better facilities to be adopted for this project.
- Meditation deck
- Refuge area at certain floor
- Senior citizen corner
- Waiting room at entrance lobby with Air conditioner
- AC Diesel Generator set Power back-up for all common areas lighting, one lift of each wing of 50% passenger lifts ( including fire lift) and one water pump of each wing/tank, backup to all security system.
- High speed Automated lift (passenger, goods, fire & stretcher) with power back-up
- Common toilet on each podium / common areas for Servants / Drivers
- Security / Watchman cabins
- Integrated security system (with main monitor at watchman cabin & society office  
Having back up)
- Staircase / Landings – Well-lit staircase with broad passage & decorative marble.

- Elevation – Modern design elevation from a reputed architect to make landmark Structure with superior quality
- Water proofing – All exterior exposed walls to weathering will be water proofed from Professional water proofing agency with guarantee for a 10 years to the society
- Waste Management & Garbage treatment system
- Existing Mahanagar Gas Ltd. (MGL), to be disconnected with intimation to the MGL. New Provision for gas station and metering & piping to be provided by the developer at his cost with new connections. Proper location for gas station to be earmarked on the ground floor PLOT PLAN drawing.
- Fire fighting system
- Sewage treatment plant/solid waste management, size & type will be finalized after Environmental Clearances, accordingly the successful bidder to fulfil the requirements.
- Rain water harvesting
- Green space
- Solar power system (on grid ) with the capacity equivalent to the sanctioned load approved by MSEDCL (20% to be added for all water pump, common premises lighting, all lifts and any other common services.
- Solar water heaters for all the tenements
- Electric Vehicle Charging Stations/points for two & four wheelers.
- Bore well drilling to increase depth and further distribution to the building for toilet flush tanks
- At least one balcony to the living room / bed room shall be provided.
- Any other provision as required by the UDCPR /NBC/ RERA / NMMC
- All the firefighting piping in the corridor / lobbies shall be hide behind false ceiling of POP or PVC.
- The bidder to provide false ceiling in the flats wherever the firefighting piping with sprinklers are provided so as to cover the same. The false ceilings are of POP or PVC.

## **F) OTHERS**

- Video door phone
- Bio metric security doors at entrance lobby
- Concealed copper wiring with superior quality two way modular switches
- Main door laminated flush door with frames & stainless fittings with Godrej Lock
- Internal door moulded with imported skins
- High quality sound proof French windows with aluminium shutters  
Internal paint (Plastic emulsion)
- CCTV facility at drop off area, near the lift, & all common areas  
Intercom facility
- TV / Telephone / Cable points in living room & bedroom
- Sliding aluminium windows with mosquito net
- Ceiling height of at least 10 feet or more



**VOLUME – I**  
**SECTION: 9**  
**ENCLOSURES**

Sr.No.	PARTICULARS
1	LIST OF THE FLATS / ROW HOUSES & SHOPS WITH AGREEMENT AREA
2	PLOT LAYOUT AS PER CIDCO LEASE AGREEMENT
3	LAYOUT INDICATING THE PROPOSED BUILDING OUTLINE

## **COSMOPOLITAN - II COOP HOUSING SOCIETY LTD.**

PLOT No. 182 C, SECTOR -17, NERUL, NAVI MUMBAI

### **LIST OF THE FLATS / ROW HOUSES & SHOPS WITH AGREEMENT AREA**

<b>Sr. No.</b>	<b>Flat No</b>	<b>Carpet Area IN Sq.Ft.</b>	<b>Carpet Area in Sq. Mtrs.</b>
1	A 002	448	41.62
2	A 003	448	41.62
3	A-004	448	41.62
4	A-101	448	41.62
5	A-102	448	41.62
6	A-103	448	41.62
7	A-104	448	41.62
8	A-201	420	39.02
9	A-202	448	41.62
10	A-203	420	39.02
11	A-204	448	41.62
12	A-301	609	56.58
13	A-302	609	56.58
14	A-303	609	56.58
15	A-304	609	56.58
16	A-401	609	56.58
17	A-402	609	56.58
18	A-403	609	56.58
19	A-404	609	56.58
20	A-501	609	56.58
21	A-502	609	56.58
22	A-503	609	56.58
23	A-504	609	56.58
24	A-601	945	87.79
25	A-602	945	87.79
26	A-603	945	87.79
27	A-604	945	87.79
28	B-001	448	41.62
29	B-003	448	41.62
30	B-004	448	41.62
31	B-101	448	41.62
32	B-102	448	41.62
33	B-103	448	41.62
34	B-104	448	41.62
35	B-201	448	41.62
36	B-202	448	41.62
37	B-203	458	42.55

38	B-204	448	41.62
39	B-301	609	56.58
40	B-302	609	56.58
41	B-303	609	56.58
42	B-304	609	56.58
43	B-401	609	56.58
44	B-402	609	56.58
45	B-403	609	56.58
46	B-404	609	56.58
47	B-501	609	56.58
48	B-502	609	56.58
49	B-503	609	56.58
50	B-504	609	56.58
51	B-601	945	87.79
52	B-602	945	87.79
53	B-603	945	87.79
54	B-604	945	87.79
55	C-001	315	29.26
56	C-002	448	41.62
57	C-003	448	41.62
58	C-004	448	41.62
59	C-101	448	41.62
60	C-102	448	41.62
61	C-103	448	41.62
62	C-104	448	41.62
63	C-201	420	39.02
64	C-202	448	41.62
65	C-203	448	41.62
66	C-204	448	41.62
67	C-301	609	56.58
68	C-302	609	56.58
69	C-303	609	56.58
70	C-304	609	56.58
71	C-401	609	56.58
72	C-402	609	56.58
73	C-403	609	56.58
74	C-404	609	56.58
75	C-501	609	56.58
76	C-502	609	56.58
77	C-503	609	56.58
78	C-504	609	56.58
79	C-601	945	87.79
80	C-602	945	87.79
81	C-603	945	87.79
82	C-604	945	87.79

83	D-001	448	41.62
84	D-003	420	39.02
85	D-004	448	41.62
86	D-101	420	39.02
87	D-102	448	41.62
88	D-103	448	41.62
89	D-104	448	41.62
90	D-201	448	41.62
91	D-202	448	41.62
92	D-203	448	41.62
93	D-204	448	41.62
94	D-301	609	56.58
95	D-302	609	56.58
96	D-303	609	56.58
97	D-304	609	56.58
98	D-401	609	56.58
99	D-402	609	56.58
100	D-403	609	56.58
101	D-404	609	56.58
102	D-501	609	56.58
103	D-502	609	56.58
104	D-503	609	56.58
105	D-504	609	56.58
106	D-601	945	87.79
107	D-602	945	87.79
108	D-603	945	87.79
109	D-604	825	76.65
110	RH- 01	780	72.46
111	RH- 02	780	72.46
112	RH- 03	780	72.46
113	RH- 04	780	72.46
114	RH- 05	780	72.46
115	RH- 06	780	72.46
116	RH- 07	780	72.46
117	RH- 18	780	72.46
118	RH- 19	780	72.46
119	RH- 20	780	72.46
120	RH- 21	780	72.46
121	RH- 22	780	72.46
122	RH- 23	780	72.46
123	RH- 24	780	72.46
124	RH- 25	780	72.46
125	RH- 26	780	72.46
126	RH- 27	780	72.46
127	RH- 28	780	72.46

128	RH- 29	780	72.46
129	RH- 30	780	72.46
130	RH- 31	780	72.46
131	RH- 32	780	72.46
132	RH- 33	780	72.46
133	RH- 34	780	72.46
134	RH- 35	780	72.46
135	RH- 36	780	72.46
136	RH- 37	780	72.46
137	Shop No. 01	297	27.59
138	Shop No. 02	297	27.59
139	Shop No. 03	297	27.59
140	Shop No. 04	297	27.59
141	Shop No. 05	297	27.59
142	Shop No. 06	297	27.59
143	Shop No. 07	297	27.59
144	Shop No. 08	297	27.59
145	Shop No. 09	297	27.59
146	Shop No. 10	275	25.55
147	Shop No. 11	297	27.59
148	Shop No. 12	297	27.59
149	Shop No. 13	297	27.59
150	Shop No. 14	297	27.59
151	Shop No. 15	297	27.59
152	Shop No. 16	297	27.59
153	Shop No. 17	297	27.59
154	Shop No. 18	297	27.59
155	Shop No. 19	297	27.59
156	Shop No. 20	262	24.34

~~PLAN PREPARED AS PER SR. PLANNER (N)'S NOTE NO. CIDCO/PLNB (NB)/2031~~  
 DATED: 3.11.1992.

AREA : 7178.65 SQ. MTRS.

PLAN CONFIRMED  
UN DER 2120/89 CMJ/  
NO 4092  
DATED 5.1.1993

H. C. A. S. O. (L)  
 CINCOS, New Bombay

Cosmopolitan Co-op. Hsg. Society Ltd.

SCALE : 1 : 1000  
Secretary.

PLAN PREPARED BY: *Y.A. Shircdkan*  
(Y.A. SHIRCDKAN)  
SURVEYOR

LOT DEMARCATED ON 17.12.1992. AS PER DIMENSIONS GIVEN IN DRG. NO. NIL.  
? PLANNING SECTION.

10  
COPY TO : MARKETING MANAGER FOR FURTHER ACTION.

For Cosmopolite-II Corp., Inc. Sec. Ltd.

Asst. Estate Officer,  
CISCO LTD,  
New Road

**Secret**

Treasurer.

