

TENDER DOCUMENT

FOR REDEVELOPMENT OF THE PROPERTY OF
RAGHUKUL CO.OP.HSG. SOCIETY LTD.
ON C.T.S. NO. 32, GUT NO.53 pt, AT
PARSIK VILLAGE, KALWA, THANE (W).

PROJECT MANAGEMENT CONSULTANTS:



2ND FLOOR, NAKSHTRA, A - WING,
NEAR TMC OFFICE, ALMEIDA ROAD,
PANCHPAKHADI, THANE (W).
PHONE – 2537 8701, TELEFAX - 2536 4700
E MAIL – saakaararchitects@yahoo.co.in

Issued to: _____

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1. TENDER NOTICE

General Body of the Society has resolved to invite "Sealed Tenders" for the proposed redevelopment. Pursuant to the Resolution passed by the Society in its Special General Body Meeting dated **27/03/2022**, The Managing Committee of **Raghukul Co.Op.Hsg. Society Ltd.** invites sealed Tenders from Developers reputed in the field of construction/Development of Real Estate for the proposed redevelopment of **Raghukul Co.Op.Hsg. Society Ltd.** to build residential premises with **1.10 FSI or existing authorized area (whichever is more) + 1.15 TDR + 0.3 Premium FSI + 60% residential and 80% commercial Ancillary area FSI.**

Price of Tender Form: Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only) Non-Refundable (Payment should be made by Cash / D.D. in favour of **SAAKAAR**).

Bidder shall pay earnest money of Rs. 10,00,000/- (Rupees Ten Lakhs Only) by D.D./Pay Order in the name of **Raghukul Co.Op.Hsg. Society Ltd.** along with the Tender Form.

Period of Completion: 36 months from date of giving Vacant Possession to Developer after obtaining Commencement Certificate (CC).

Validity of Tender: 180 days.

Consultants: M/s. SAAKAAR, 2nd Floor, Nakshtra, A - Wing, Near TMC Office, Almeida Road, Panchpakhadi, Thane (W). – 400 602 Tel. No. 25378701, 25364700.

Issue of Tender: From **11/05/2022** to **25/05/2022** between **10.30 a.m. To 6.00 p.m.** from Office of Consultants M/s. Saakaar.

The bidders are required to submit their Financial Bid in the given format only in a sealed cover and this Financial Bid cover should be submitted with other documents as mentioned in the Tender Form.

Submission of Tender: At the Office of Consultants M/s. Saakaar on or before **9/06/2022** upto **6.00 pm.**

Opening of Tender: At **5:00 P.M** on **10/06/2022** at **Society Office**. The venue, date and time may change in case of unforeseen circumstances and such change if any, will be intimated to bidders at least 48 hours in advance by e-mail/letter.

The Bid will be opened in presence of Society's Managing Committee members, Society members and Consultants. Representatives of all Bidders may attend this meeting.



It may be noted that the earnest money of successful bidder will be forfeited if the successful bidder does not execute Development Agreement in consonance with the terms and conditions of the tender form within 45 days from receipt of the award letter. Earnest Money of other bidders will be returned without interest after execution of Development Agreement with the successful Bidder.

The Society reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

The highest bid may not necessarily be accepted, Bidders shall not make any claims against the society for any expenses made during and for submitting tender.

Any technical query in respect of Contents of this Bid Document, may be referred to the Consultants M/S. SAKAAR from date 12/05/22 to 08/06/22, between 10.30 a.m. to 6.00 p.m. on all working days with prior appointment.

2. BRIEF INFORMATION ABOUT THE SITE

The Site: Raghukul Co.Op.Hsg. Society LTD.
C.T.S. No. 32, GUT NO. 53 Pt.,
Parsik Village, Kalwa, Thane (W).

Owners: Raghukul Co.Op.Hsg. Society Ltd.

Status: Registered Co-operative Housing Society on free hold land.

No. of Members: 281 Nos.

No. of Existing Building: Sub Plot A : 2 Buildings – 4 Wings.
Sub Plot B : 2 Buildings – 4 Wings.
Sub Plot C : 3 Buildings – 4 Wings.
Sub Plot D : 1 Building – 1 Wing.

→ C-4, C52

3. ELIGIBILITY CRITERIA FOR SUBMITTING TENDER

The eligibility criteria for developers desirous of submitting tender for redevelopment of society shall be as follows -

- a) Developers should have experience of at least 10 years in execution of Redevelopment projects.
- b) The Bidders should have completed at least 3 Redevelopment Projects in MMR, having 60 or more existing members and minimum annual turnover of Rs. 150 Crores. Details of said projects must be mentioned.
- c) The Builders/ Companies/ Firms who are debarred or blacklisted by CBI or any other Govt. bodies, central/ state and or local self govt. i.e., planning authorities, municipal authorities etc. from undertaking any development project shall not be eligible to submit the tender or participate in the tender process.
- d) Any company against whom liquidation proceedings are undertaken and or insolvency proceedings are pending and or who are/is declared insolvent shall not be eligible to submit the tender or participate in the tender process.
- e) Any person/s company/ firm or individual who is prosecuting against the society any litigation and or claiming any adverse right against the society or said landed property shall not be eligible to submit the tender and or participate in the tender process.

4. MINIMUM INFORMATION TO BE FURNISHED BY THE DEVELOPERS IN THEIR PROPOSAL

Envelope 1: Information about the Developer

- 1) Profile of the developer giving information of their organization, Partners, Directors, key personnel etc. including the memorandum of association Partnership deed etc.
- 2) Details of the projects completed (including projects completed within Thane City) and details of ongoing projects.
- 3) Income tax returns for last 3 financial years, profit and loss accounts/ balance sheet/ annual report as may be applicable for the last 3 completed financial years.
- 4) Earnest Money Deposit D.D./Pay Order

- 5) Declaration from developer that he has read and understood all the terms and conditions, instructions and he accept all the specifications and amenities mentioned in Technical Bid without any reservation in all respects.
- 6) Power of attorney Or Letter of authority in favor of the concerned/ responsible person/ partner for signing all related documents including this document hereof on behalf of the Developer company.
- 7) Confirmation Letter from developer that the Re-development Proposal against this said tender is based on **1.10 FSI or existing authorized area (whichever is more) + 1.15 TDR + 0.50 Premium FSI + 60% residential and 80% commercial Ancillary area FSI.**
- 8) Undertaking (Annexure "F")

Envelope 2 : Financial Bid

- 1) Details of Net actual Carpet area including Balcony, C.B projections etc offered to each member free of cost, over & above Existing Area.
- 2) Compensation to be given to each existing member of the society.
- 3) Amount payable to each member towards Rent + Deposit + Brokerage and transport for alternate accommodation for the duration of redevelopment.
- 4) Quantum of additional area (over and above the free carpet area mentioned herein above) to be given at concessional rate and the rate for such additional area on basis of Rs /Sqft for Carpet area, subject to availability as per design and TMC constraints.
- 5) Duly signed original tender form.

5. INSTRUCTIONS & GENERAL CONDITIONS

1. The aim behind these efforts of inviting BIDS is to get trustworthy & competent developer who is capable of offering timely & quality work which is most beneficial to the members, and within the desired parameters.
2. In pursuance of the redevelopment efforts, the Society has already appointed a consultant M/S. SAKAAR to look into all redevelopment angles. The scope of the consultants covers all Architectural and Municipal Approval work for the redevelopment.
3. The developer shall construct the building in consultation with the Consultant and as per plan approved by the Society. Any modification, if required, can be made or incorporated with prior sanction from the Consultant and the Society. The Developer shall carry out the work strictly in accordance with the Sanctioned Plan and specification in work man like manner. In case of difficulties in

respect of Duration/ date of completion of construction and/or difficulties of whatsoever nature, the Developer shall consult the Society and the Architect for detailed instructions and conditions.

4. On approval of plan by TMC, Developer shall register the project with RERA.
5. The building should be developed as per the rules and regulations of the TMC/ Government.
6. The Developer shall execute the work by raising the funds from his own sources, without mortgaging any of the society's property in any form/manner anywhere. Society will issue NOC for mortgaging of the flat to the New (Proposed) Member of Society who executes the agreement to sale with the Developer and complete the formalities of Registration and other Govt. Rules.

7. Terms and Conditions for New Members:

- i. The Developer will be free to sell flats/shops from the agreed sale portion to any interested person, subject to the provisions of Maharashtra Co. Op. Societies Act, Maharashtra Ownership Flats Act (MOFA), RERA and the rules and Bye-Laws made thereunder as applicable to the Society.
- ii. The flats/shops sold to new members shall be constructed strictly in accordance with the approved plans. The Developer shall not carry out any additions/ alterations to those flats/shops or enclose ducts, open spaces etc. and shall also include a clause in their Sale Agreements/Deeds prohibiting the new members from doing so after sale of the flats/shops. He will also include a list of dos and don'ts prepared by the Society which will be binding on all members including new members. The draft of sale agreement prepared by developer's advocate in case of new members (purchasers) should be approved by society's advocate.
- iii. The Developer shall not sell/allot to new members those car parks which have been sanctioned by TMC as visitor's car parks.
- iv. The Developer shall not sell / allot open spaces and common areas (including top terraces) to new members.
- v. New members who would purchase residential flats shall not use them for commercial/ industrial/ office purposes or as go-downs/warehouses.
- vi. No area or part thereof shall be sold, used or given on rent for any illegal/nefarious/immoral or unlawful activities.
- vii. After completion of construction work and handing over the possession of new flats to the purchasers, the developer shall pay the share money of new flat/shops purchasers to the Co-op hsg. Society. The society will accept the new flat/shops purchasers as members of the society. The new flat/shop purchasers shall abide the society bye laws and shall pay requisite entrance

fee, share money and or any such fees payable for new membership in the society.

- viii. Possession of flats to new members shall be given only after the Developer gives possession of the flats to all existing members of the Society.
- ix. Carpet areas of flats/shops to be allotted to new purchasers shall be certified by the Developer's architect & the same shall be verified by the PMC.
- x. If the Developer sells the newly constructed flats/shops to buyers in contravention to the terms of the Tender Documents or fails to include necessary restrictive clauses in their Sale Agreements / Deeds, the Society may refuse to admit them as New Members.

Note : Point 7 sub points ii, iii, iv, v & vi shall be applicable for the existing members aswell.

8. The Developer shall complete the work within the specified period (**36 months** from date of vacant possession after obtaining Commencement Certificate from TMC). If the Developer fails to complete the project within **36 months** from the date of vacant possession after obtaining Commencement Certificate, and also if the Developer fails to hand over possession and Occupation Certificate within **36 months** from the date of vacant possession after obtaining Commencement Certificate, penalty shall be levied on the Developer as per the Penalty clause mentioned in the Development Agreement prepared by the Advocate appointed by the Society.

9. The developers shall not commence the demolition and reconstruction process until and unless all the requisite Permissions/Sanctions are obtained by them from the concerned local authorities.

10. On obtaining Commencement Certificate from the Thane Municipal Corporation, the Developer shall submit the same to the society and commence the work of demolition of the existing building. The developer shall simultaneously submit the Commencement Notice to TMC as per DC regulations of TMC.

11. The developers while carrying out the development work shall not cause unnecessary annoyance, inconvenience, suffering, hardship or disturbance to the neighboring properties in the vicinity. The Developer shall indemnify the Society in the event of any untoward incident causing harm or injury to any person due to the redevelopment work. Any cost and/or legal proceedings arising from such incidences shall be solely borne by the developer.

12. The society & its members shall be co-operative with the developers, his agents and servants for carrying out the said construction. The developers shall be entitled to store the building material at designated place on the said property & keep their own security for guarding the same. The designated place shall be during

the period of construction, maintained & secured by the developers at their own costs without any encroachment. Any temporary structure constructed for storage/site office/Labour camp should be demolished before completion. All taxes & dues for same shall be borne by the Developer.

13. The Society will not be liable and responsible for any sort of theft or loss of materials/equipment of demolition/construction during the period of the development and the same shall not affect the project.

Developer shall take insurance against theft / loss / fire etc. for material outside and work carried out on site.

Developer shall take insurance against accidents/ loss of life for labours on site/ third party.

14. The developer shall construct new buildings by demolishing the existing building and provide existing members new flats with such amenities, specifications and make as mentioned in ANNEXURE – 'C'.

15. The developer shall provide alternative accommodation equivalent to existing area, or pay Deposit + Rent + brokerage as per the prevailing market rates (with 10% appreciation for each 12-month term), to each existing member of the society from the date of handing over the premises by the member for demolition till one month after giving possession of the newly constructed premises ready for occupancy (after Occupation Certificate is issued by Thane Municipal Corporation).

The Rent per month for the alternative accommodation should be calculated on the basis of existing carpet area. Details of existing carpet area are mentioned in ANNEXURE 'A' hereof.

An advance rent of agreed amount as per prevailing rate per month towards the alternative accommodation is required to be given for the period of 36 months or till One month after the receipt of occupation certificate whichever is later shall be paid to each member of the society and Post-Dated Cheques (PDC) for the above period shall be handed over at the time of agreement. The cost of shifting to transit accommodation and shifting back to the newly constructed flats deposit and brokerage for transit accommodation shall be paid at the time of shifting of members from their existing flats.

16. The developer shall pay shifting charges to each member to compensate the expense of removing their effects while moving out before demolition and moving in on getting possession of the new flat.

17. The developer shall provide minimum one car-parking space & one two-wheeler parking space free of cost to each of the **281 Nos.** existing flat members of the society in Stilts/Podium/Basements/mechanical car parks as per design irrespective of parking requirement as per UDCPR and more than 1 parking if required as per UDCPR for larger flats.
18. Details of plot area are enclosed herewith as ANNEXURE "B". The developer shall get the plot surveyed from the City Survey Department if required by TMC.
19. The developer shall carry out the aforesaid redevelopment of building solely and entirely at their own risk, costs, expenses, efforts and responsibility and the society will not be responsible for any market variations affecting the developer's business calculations.
20. It shall be the sole obligation and responsibility of the developer to prepare and submit at his costs, expenses and efforts, the necessary applications and plans in time to all concerned authorities to obtain requisite permission/ sanctions. The members and the society shall sign all the requisite forms applications and plans in that regards as may be required by the developers officially. The developers shall make all endeavors to obtain the said permissions/sanctions within the stipulated period.
21. The developer shall carry out new construction by using top class building materials as specified but not limited to ANNEXURE "C" and strictly in accordance with the Working Drawing & Specifications prepared by the consultants and approved by the Society. Any material not specified in ANNEXURE "C", working drawing, specifications by consultants may be used only after written approval from Society and PMC.
22. The Developer shall employ experienced and professional persons for the job and adhere to the time schedule.
23. The developer shall ensure that in no circumstances the existing/available facilities of water supply, electric supply and plumbing, drainage and sewerage etc. of adjoining property are adversely affected or disconnected in any manner whatsoever, till the completion of the project & thereafter.
24. The developer shall in consideration hereof, be entitled to receive for himself, consideration receivable on account of sale of flats in the newly constructed building and after adjusting his cost and expenses, to retain the profits thereof.
25. The developer shall indemnify the managing committee of the society and also the members of the Society against any claim, loss, costs, charges etc. that may be made by any person against the members of the Society on account of the

Developer carrying out the said redevelopment. All such losses, costs, charges, penalties etc. shall be borne by the developer.

26. The entire cost of project as detailed in herein after shall be borne by the developer.

27. The cost of development agreement including stamp duty and registration charges, legal charges etc. to be borne by the Developer, in addition to the cost of agreements with individual members regarding stamp duty and registration charges, VAT, Service Tax, LBT, legal charges or any variation in taxes & duties, GST or any other Taxes by Government and Thane Municipal Corporation etc. for agreements with individual members for their existing area + Additional Carpet area free of cost. Similarly the cost of conveyance/re-conveyance deed and charges if any to be borne by developer.

28. The developer shall not get into any agreement or understanding for displays or hoardings or with any mobile or communication tower in the premises of Society or any advertising material displayed on Society.

29. The developer shall submit his offer based on the above parameters and quote the amount of compensation to be paid to each existing member at the time of agreement itself.

30. To assist the examination, evaluation and comparison of the Tender. Managing committee of the society may at its discretion ask the tenderer for any such clarifications as essential. All such correspondences shall be in writing & no change in price or substance of the tender shall be sought & permitted. The above clarifications for submission of the details shall form part of the Tender & shall be binding on the tenderer.

31. If it is found that two or more persons who are connected with one another either financially or as principal agent or master & servant have tendered under different names for the same contract without disclosing this connection, then such tender will be rejected & Earnest Money Deposit shall be forfeited. Any contract entered into under such conditions is also liable to be canceled.

32. The society reserves its right either for accepting any offer or rejecting any of all offers without assigning reasons thereof. Conditional tenders are liable to be rejected. Conditions that differ with the terms and conditions already stipulated in tender or conditional quotes for any of items in schedule of quantities are liable to be rejected. Proposed bidders shall indemnify the society against any claims of expenses made for submitting the tender.

33. The tenderer may in forwarding letter mention any points which he wishes to make clear, but right is reserved to reject the same, if the whole of Tender becomes conditional.
34. The tender will be rejected outright if while submitting it:
- a) The bidder proposes any alteration in the work specified in the tender, in the time allowed for execution and any other condition.
 - b) The tender is not complete in all respect.
 - c) The tender deposit is not submitted with tender at the time of submission.
 - d) The tender/offer is found to be incorrect/ false or misrepresented and or if any material information is suppressed, then the society shall have the sole right and or discretion to reject and or debar such Tenderer even from participating in the tender process.
35. In the event of any increase in permissible FSI and / or TDR during the course of work, corresponding benefits will be shared with the developer as per the terms and conditions and in manner agreed by the Society and detailed out in the development agreement with the developer. However, in the event of increase of any FSI/TDR after completion of the work, the Developer shall have no rights whatsoever on the increased FSI/TDR.
36. TDR as permissible as per UDCPR shall be purchased in the name of society by developer at his own cost.
37. The developer shall utilize, **1.10 FSI or existing authorized area (whichever is more) + 1.15 TDR + 0.50 Premium FSI + 60% residential and 80% commercial Ancillary area FSI.**
38. The additional FSI and the TDR of the plot as permissible by TMC shall be purchased in the name of Society by the developer at his cost and plans to be submitted to TMC for 1st approval shall include such additional FSI/TDR (Plans for additional FSI/TDR shall not be submitted as amended plans at a later stage).
39. A] The Developer shall submit after obtaining CC, an irrevocable, unconditional, self-renewable and encashable BANK GUARANTEE from any Nationalized Bank. Amount of Bank Guarantee will be equal to balance amount after deduction of expenses incurred till CC from 20% of total construction cost of project, valid for the construction period till receipt of Occupation Certificate from TMC. This shall be released on submission of occupation certificate from TMC & on submission of performance guarantee as below.
- B] On submission of Occupation Certificate, the developer will submit performance Bank Guarantee of 5% of total construction cost as defects liability for 5 years after obtaining Occupancy Certificate.

40. The new developed building shall be covered under defects liability period of **5 years** as per provision of **RERA** from date of handing over (after obtaining Occupation Certificate from TMC). Any defects which may occur in this period shall be rectified within one month from the receipt of complaint by the developer free of cost during this period. The performance Bank Guarantee shall be released only after satisfactory completion of Defects Liability Period of **5 years**. In the event of failure on the part of the Developer, the Society is entitled to levy penalty on the Developer and encash the Bank Guarantee to cover the cost accrued along-with interest at 18% p.a. on the cost borne by the Society.

41. Documents and certificates related to Warranty and Guarantee towards the fixtures, lift, mechanical parking system if provided, Generator, other equipment's, waterproofing, penalty charges etc. shall be handed over to the Society along with the Occupancy Certificate by the developer. The developer shall comply with all the specifications mentioned in Annexure C & D and the developer shall be solely responsible for quality and timely delivery of the project. The developer shall not sub-let or lease out or hand over the contract or agreement with any other third party without written consent of the Consultant & Society and shall not transfer his rights under the development agreement in any manner whatsoever.

42. The society shall submit individual consent in the form of declaration from members at the time of execution of the development agreement. This will be considered as counter guarantee from society members.

43. The developers are requested to submit their financial bids on the format given here in on **page no: 41 &** on their letterheads, along with this document duly signed and sealed & signature should be on each and every page. Any conditional offers in the bids submitted shall be rejected.

44. All disputes involving interpretation, specification, execution shall be settled amicably with mutual discussion or if not will be subject to legal jurisdiction of Thane Courts only. Any dispute arising out of or in connection with the Development Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved under the Indian Arbitration and Conciliation Act 1996 and any amendments thereto. The Society shall appoint a sole arbitrator as per the provisions of the Indian Arbitration and Conciliation Act 1996. The venue of arbitration shall be in Thane.

45. The developer shall make his own arrangements for storage of material at site and ensure the security and safety of the same.

46. The developer shall construct, at his own cost, common W.C./ Urinal for the use by their personnel and staff. He shall ensure regular maintenance of the same to keep it neat & clean.

47. The developer shall be responsible to take care of all the provisions of Labour Laws, including laws for female labour, Insurance etc. along with all the records required under the same. No child labour shall be employed.

48. The developer shall ensure, that his labour & staff maintain proper decorum in the Society's premises. If at any time, any of his labour or staff misbehaves with any of the Society members or their, family member, or consultants, he/ she shall be asked to leave the premises immediately and such labour or staff shall not be deputed to this site any further.

49. The developer's personnel will be allowed to work for maximum two shifts provided he ensures that proper lighting arrangement is made at the site and all safety precautions and provisions are strictly adhered to, while not causing any nuisance to the neighboring buildings. Work shall be permitted to continue beyond 8.00 pm., provided that the developer obtains special written permissions from the concerned authorities, including Local police station.

50. The developer shall maintain clean and hygienic working conditions during the entire tenure of the construction and comply with all statutory regulations in that regard at his cost.

51. The developer has to bear the expenses for disconnection and re connection of the existing electricity, telephones, water, piped gas, satellite TV services etc. and also for providing new installations, connections and meters for those services to flats and other required areas in the new building/s to be constructed by him including provision of substation (or relocation of existing substation, if any) if required.

52. All defective work is liable to be demolished and rebuilt and defective material shall be replaced by the Developer at his own cost. Defective material demolished from work site for bad work has to be removed from work site by the Developer at his own expenses, latest within a week, failing which, Society shall get it removed from the site in a manner it deems fit and the expenditure towards shifting shall be recovered from the developer.

53. The developer shall procure and install at his cost, necessary equipment for construction including but not limited to mixers, hoists, vibrators, water pumps, concrete pumps, service lifts, tower cranes etc.

54. All soil, filth and other matter of an offensive nature taken out of any excavation trench, sewer drain, cesspool or other place shall not be deposited on the surface but at once carted away by the Developer. The developer shall completely remove and satisfactorily dispose of all rubbish resulting from the operations under the redevelopment agreement and shall do all the work necessary, restore the territory embraced within the site of his operations to at

least as good order and conditions as at the beginning of the work. The Developer shall remove the excess earth, shuttering and scaffolding material from the work site as and when instructed by the PMC or the Society or otherwise. All costs incurred in the above operations including the cost of royalty and any charges to be paid to the Municipal/ Government departments/ authorities shall be borne by the Developer.

55. A separate quality control Consultant/Supervisor may be appointed by the Society. The Developer shall get all the stages of construction approved from the said Consultant/Supervisor from time to time. The developer shall bear the fees/salary of the said Consultant/Supervisor and the cost of quality control tests prescribed by the said consultant/supervisor.

56. The developer shall provide separate temporary office space, on the site during the construction period, for the Society and Society's PMC.

6. COST OF DEVELOPMENT

1. The developer shall bear the entire development cost in all manners as under:

- Cost and incidental expenses for getting the plot surveyed by the City Survey Department.
- The cost of obtaining the necessary sanctions, NOCs, approvals along with all official and incidental charges including approval from TMC, N A Permission, ULC, or any such other approval as applicable from time to time.
- All expenses incurred for purchasing of the additional FSI and obtaining the permissions required for development of the entire plot and building shall be exclusively borne by the developer.
- The cost of acquiring TDR in the name of the Society, including the cost for obtaining all required permissions for utilizing the same.
- Payment of all kinds of premium, fees, penalties to Municipal Corporation and/or any Government Authorities for FSI in lieu of stair case / common passage, flower bed/ lift well / water connection / sewerage connection vacant land tax etc.
- The developer shall bear the maintenance charges and taxes to be paid to municipal and other authorities for the existing and newly built flats from the date of handing over the premises for the demolition by the society members till one month after giving the newly constructed and ready for

occupation flat to the society members after obtaining Occupation Certificate from TMC.

- The developer shall pay regular maintenance charges and property tax to the society for all unsold flats after obtaining Occupation Certificate from TMC.
- Any other charges including all refundable deposits which will be in the name of the society, payable to any of the statutory authorities by developer will be repaid if and when received by the Society.
- All the construction costs including cost of building materials, transportation, Insurance and salaries etc. payable to the workmen and other persons employed for the purpose of carrying out the construction work.
- Cost of Electricity and water for construction and labour.
- All expenses including incidental expenses related to the development of the project are to be borne by the developer.
- All kinds of insurance premium (including premium payable for employees, laborers, workers etc.), municipal taxes, stamp duty charges and deposits as required for sanctioning and execution of development proposal by local & other govt. authorities. All expenses in case any litigation takes place against society in the execution of the development agreement.
- All taxes payable to TMC/Government including octroi, LBT, VAT, GST Service Tax, Sales Tax, NA Tax, Vacant land Tax or any other tax as may be applicable from time to time.

2. Further the developer should also bear the following costs/ expenses.

- Cost of demolition of existing building and removal of debris.
- Cost of total construction including all projections, niches etc as per approved plans and specifications of materials including plumbing, sanitation, electrical work, lift etc as per ANNEXURE - 'C'.
- Cost of various amenities using specified material as per ANNEXURE - 'C'.
- Professional fees of all such consultants that are appointed by developer separately for his convenience including security.
- Professional fees of all such consultants that are appointed by the Society including Architect, PMC, Structural consultant, Legal Solicitors etc. for the redevelopment purpose, **including reimbursement of professional fees borne by the Society till appointment of the Developer.**
- Fees payable to **M/s. Saakaar @ 3%** of total construction cost for the Redevelopment project.
- Cost of TDR deduction and related expenses to be incurred at TMC.

- Cost of all approvals that include Building Commencement Certificate, Occupancy Certificate, Building Completion Certificate including scrutiny fees, deposits etc. which are required to be paid to the TMC and other Govt. departments.
- Any other incidental expenses.
- Contingencies.

Note:- The above list is indicative and not exhaustive.

7. DECLARATION BY THE TENDERERS (To be addressed to the society and to be printed on letterhead of the developer)

We/I have read and understood all the terms and conditions, instructions cited above and We/I accept all the instructions, specifications and amenities mentioned in Technical BID without any reservation in all respect.

We/I understand that canvassing of this BID, in any manner, shall lead to disqualification of my BID in its entirety. Any efforts by me as a bidder/tenderer or my hiers, my staff members, my consultants or individuals acting as free-lance assistants to me, to influence personnel of the PMC, Society's members or any other Representatives/related to the activities of this BID, in any manner, relating to the scrutiny and evaluation of this BID/TENDER, or decisions concerning the award of contract, shall lead to the rejection of my bid in its entirety and We/I shall have to forfeit my Earnest Money Deposit (EMD).

Place :

Date :

Signature of the Tenderer

Name, Address and Seal

ANNEXURE "B"

DETAILS OF PLOT AREA

Plot area as per PR Card	13659.82 Sq.m.
Plot area as per Triangulation	13583.70Sq.m.

1. Area of plot as per PR Card is 13659.82 Sq.M. Area as per triangulation is 13583.70 Sq.M. Hence area considered for proposal as per stringency is **13583.70 Sq.M.**
2. Title of the plot bearing G.No. 53(Pt), area admeasuring 1214.00 Sq.M. is not in the name of society. The title should be got transferred to the society and P.R.Card in the name of the Society should be obtained by Developer before submission of plan to Thane Municipal Corporation for approval.

ANNEXURE "C"

SPECIFICATIONS AND LIST OF AMENITIES

1. Minimum slab top to slab top height– Residential – 3.05 M.
57. R.C.C. framed structure with external walls 6" thick brick/concrete blocks and internal 4" thick brick masonry walls/concrete blocks, exterior surfaces finished with Spectrum / Renovo / equivalent Synthetic resin plaster along with texture and internal surfaces with min. 12 mm thick sand plaster with Gypsum finish. All reinforcement shall have anti-corrosive treatment.
58. Entrance lobby with decorative marble / Granite of approved color & quality for flooring and dado. Remaining stilt area shall have paving of PCC.
59. Staircase risers, treads and landings in marble up to 1st floor and Kota stone from 1st floor onwards, with 50mm diameter M.S handrail for staircase. All risers and treads shall be in one piece with ½ inch nosing.
60. Flooring: 2'X 2' Vitrified floor tiles (Marbonite / Equivalent). 4" high skirting of same tiles in all rooms. Anti-skid Vitrified flooring for Bathroom.
61. Tile dado: Full height dado of Designer Ceramic glazed tiles of approved make and colour in all toilets, bathrooms and Kitchen with decorative border. (Kajaria / Johnson / Equivalent)
62. Sanitaryware: Hindustan / Neycer / Cera. /Jaquar/ Equivalent.
63. Kitchen platform: Kadappa frame with Granite top and fascia and stainless-steel sink (Nirali make). Service platform as per plans.
64. Plumbing: Concealed plumbing with CPVC Pipes and 'Jaquar' C.P. fittings. Bathrooms, kitchens and combined toilets to have hot and cold-water piping with mixer and shower, and geyser point on loft.
65. Electricals : Concealed electrical wiring of 'ISI Mark' copper wires of approved gauge, with PVC junction boxes, P.V.C. conduits and Modular switches (L&T /Siemens). Light points to be provided as per electrical layout. AC, Phone and TV cable points in Living room and bedrooms, wiring for inverter.
66. Anodized Aluminium framed glazed windows with Black Granite sill with 1" series sections and 5 mm float glass approved by architect, sliding, openable or louvered as per drawing, with handles, hinges, stoppers etc., of approved quality. Extra track with Mosquito Net (S.S.). To provide Exhaust fans in toilet & kitchen windows. Gaps between Aluminium frame and Granite sill shall be sealed with silicone sealant.
67. Marble threshold for main door of each flat.

68. Main Door – T.W. framed, flush door with both side designer veneer skin and matte polish, with heavy brass hinges and fancy fittings etc. of approved quality, with video Door Phone.
Other doors – Solid core moulded doors in teak frames, with handles, stopper, tower bolt, hinges etc., of approved quality.
Toilet doors: Water proof solid core moulded doors with handles, hinges, tower bolts etc., of approved quality; fitted on black granite frame.
Safety Door: Good quality CP teak wood with panels.
69. Passenger Lift & Stretcher lift of approved size and type (OTIS/SCHINDLER/ KONE/ Johnson/ Thyssen Krupp).
70. Paving of P.C.C. around building as shown in drawing.
71. Compound wall and gates as per design.
72. Terrace shall have water proofing with full brick coba finished with glazed tile chips in white cement, with guarantee for 10 years.
73. All external surfaces shall have two coats of weatherproof exterior acrylic emulsion paint of approved tint & make.
74. Internal surfaces shall have Asian Paint/ICI /Nerolac Acrylic Emulsion of approved finish.
75. Split A/C points for bedrooms & living rooms with drainage for indoor & outdoor units.
76. Common toilet at Ground floor for security/servants etc
77. Provision of bore-well with pump (subject to availability of ground water).
78. Provision of Rain water harvesting system for ground water recharge.
79. Security Cabin near gate as per design.
80. Anti-Termite Treatment in foundations.
81. Solar panels with net-metering for common lights, Pump, Lift subject to availability of space.
82. Solar panels with net metering for common lights, Pumps, Lift, parking system.
83. Provision of Underground water tank and overhead water tank of capacity approved by TMC, Fire NOC if applicable.
84. Provision of letter box, name plates, flat nos., name of society.
85. Provision of Diesel Generator for common lighting, lifts and pumps & Parking.
86. Provision of CCTV security system all around the building, in common lobbies, staircases & in lift cabins.
87. Provision of recreational floor, Society office, Fitness Center with toilet facility (As per DC Rules).
88. Necessary lighting arrangement will be provided all around the building.
89. Elderly friendly design with ramps wherever required for easy maneuverability of wheelchair.
90. Provision of intercom connectivity between flats, Lifts & security cabin.
91. Requisite number of electric charging stations for vehicles to be provided.

92. Motion sensor switches for common staircases to be provided.
93. Panel for terminals of Telephone, Internet OFC/broadband cabling, Dish antenna and cable TV. Provision for at least 3 service providers for each type. Separate conduits/channels (other than those for electrical cabling) to be provided for the communications cables, as per details and specifications provided by the MEP consultants.
94. Developer shall assist in follow-up and co-ordination with Mahanagar Gas Ltd. & MSEDCL for supply disconnection before demolition and re-connection after completion of redevelopment.

LIST OF MAKES:

1. Cement	:OPC 43 Gr. (Finishing works) Ultra Tech, Ambuja, ACC and Birla Super/53Gr (RCC Works).
1. Masonry	:6" / 4" thick concrete block.
2. Steel	:Tested Certified Tor Steel, TMT, Sail or equivalent.
3. Flooring in living room	:Johnsons, Kajaria or Equivalent (approved by society).
4. Kota Flooring	:2'3" x 2'3" Polished 25 to 30 mm thick hand cut Kota.
5. Granite's slab 20 mm thick	:Polished Granite approved material by Society.
6. Sand	:River Origin approved by EIC (within permissible silt limit)
7. Metal	:1 & 2 Black Angular (Not flaky, non-spotted)
8. Waterproofing Compound	:Patented water proofing contractors.
9. Teak Wood	:C. P. Teak wood.
10. Veneer, Laminate	:Greenlam, Anchor, Sundeck
11. C.P. Teak Wood	:Seasoned only
12. Locks, Night Latch	:Godrej / Yale.
13. Copper Wire	:Polycab/ Finolex/ Havells.
14. Switches/Plugs	:L&T / Seimens.
15. PVC conduit 20 dia or as required	:Circle / Arc / Diamond
16. Light Fittings	:Havels or Equivalent.
17. PVC Pipes	:Prince or Supreme make only.

18. Copper Pipes	:7mm Copper Pipes of Rajco rand/ Metal export/ Aston
19. G.I. Ball Valves	:ISI make only.
20. Aluminium Sections	:Jindal only.
21. Glass	:Asahi or Saint Gobain clear glass.
22. Taps & Fittings	:Jaquar (C.P.)
23. Exterior Paint	:Asian Paints/ Berger/ Nerolac/ ICI.
24. Interior Paint	:Asian Paints/ Berger/ Nerolac/ ICI.
25. Passenger lift/ Stretcher lift	:Otis/Schindler/ Thyssen Krup/ KONE/ Johnson
26. Firefighting	:As specified by TMC or Fire NOC if applicable
27. Intercom	:Siemens or equivalent
28. Video Door Phone	:Zicom or equivalent
29. Commercial Ply/Marine Ply	:Century/ Greenply/ Anchor.
30. Hardware	:Godrej/ Yale/ EBCO/ Equivalent.
31. Paver Block	:Conwood/Nitco
32. Sanitary Ware	:Hindustan/ Parryware/ Jaquar.
33. White Cement	: J.K./ Birla

Note: All material samples with their test certificates needs to be submitted and attested and approved by the Society and Consultant.

ANNEXURE – D

RCC SPECIFICATIONS

1. R.C.C. Framed structure with Earthquake Resistant Design confirming to IS 1893 and detailed as per IS 13920 for Zone III with minimum floor-to-floor height of 3.05 M (subject to availability of marginal open spaces and height restrictions as per D. C. Regulations)
2. All site mixed concrete to be designed mix concrete as per IS – 456 requirements as directed by RCC Consultant.
3. All Ready-Mix Concrete wherever applicable, should be from reputed RMC supplier - Ultratech/ACC/ Equivalent with prior approval from RCC consultant.
4. All steel should be from TATA, SAIL or JINDAL of FE 500 D grade.
5. Testing of concrete and steel to be done as per relevant IS specifications (IS 456-2000).
6. Mandatory water curing of all concrete members for 14 days.
7. Use of GGBS and flyash to be explored with approval from Structural Consultant.
8. Shuttering materials shall be M.S. 12mm plus broad for proper finish.
9. The Developer shall use 16/18 gauge annealed binding wire and concrete cover blocks from the same grade, as the parent concrete.
10. Joint of brick work and RCC to be provided with joint Strengthening mesh (Dupont/Reliance)
11. Repair to surface defects in concrete to be done using P.M.M. (Polymer Modified Mortar)
12. Quality of water used for mixing and curing shall conform to the requirements given in the relevant codes of practice. Its fitness for mixing and curing shall be ascertained by carrying out chemical analysis. The test report shall be submitted to the PMC.
13. All the materials including cement, steel, ready mix concrete (RMC), sand, aggregates, bricks etc. of approved standard and quality and required for the execution of work shall be brought by the Developer at his cost. If any material is found to be of unacceptable quality or not in accordance with the specifications, the Society/ PMC may reject the same. The Developer shall remove such rejected material from the Site immediately at his cost.
14. The Developer shall use his market experience and procure materials in sufficient quantities well in advance to ensure that the progress of work is not affected for want of materials.
15. Materials shall be used only from the list of approved materials/ brands. If a specified brand is not available, another equivalent brand may be used provided the same is approved in writing by the Society/ PMC before it is procured.

16. All materials and workmanship shall be as per the latest Indian Standards specifications.
17. The Developer shall use only the best quality materials and take all the necessary precautions while storing, handling and using them. He shall on his own and at his cost, get them tested as per the relevant Indian Standard specifications and submit the test reports to the PMC. Material under testing shall be stacked separately and shall not be used unless cleared by the PMC for use. No material shall be used in the works unless it has first been approved by the Society/ PMC.
18. The Developer shall at his own cost and without delay, supply to the PMC/ Society samples of materials proposed to be used in the work. If samples are not approved, the developer shall forthwith arrange to supply to the PMC/ Society for approval, fresh samples complying with the specifications in the redevelopment agreement.
19. The developer shall, well in advance and at his own cost, provide technical and operational specifications of various equipment and systems to be used in the project to the PMC/ Society for their approval and shall also arrange for witnessing factory tests on the same.
20. Independent tests and analysis of any of the materials may be made from time to time by a testing agency appointed by the Society/ PMC. The Developer shall at his own cost, supply and deliver to the testing agency or analyst, such materials as may be directed by the Society/ PMC. Should the result of any test be unsatisfactory to the Society/ PMC, the materials represented will be rejected.
21. The Developer shall submit manufacturers test certificates for materials (as applicable) to the Society/ Consultant as and when such materials are received at site.
22. The Developer shall caste, cure and test concrete cubes as per the relevant IS codes.
23. The Developer shall store, handle and mix materials as per the applicable codes of practice or as per manufacturer's recommendations if such a code is not available.
24. Work with concrete shall be in accordance with IS 456: 2000 with special care given to water cement ratio, minimum cement content, quality of water and sand and curing.
25. The records of all such testing work should be preserved by the Developer on site and produced, whenever required, for inspection.

ANNEXURE – E

SEQUENCE OF ACTIVITIES

The Developer has to follow the sequence of works as given below:

a. **Survey of the Premises.**

Before entering into agreement with the Society and Developer, a survey for the verification of the exact area of the plots shall be carried out by the Developer. The agreed base carpet areas of the existing flats are already specified and shall not be measured by the Developer.

b. **Redevelopment Agreement with the Society**

The Bidder whose Bid is accepted, shall enter into a Redevelopment Agreement with the Society containing the conditions mentioned in but not restricted to the Tender Documents as well as specifications. The Bidder, his legal representatives, heirs, executors, administrators, successors etc. shall be bound for full and complete execution of the Agreement. The Redevelopment Agreement shall consist of:

1. Agreement papers (Legal and Technical)
2. Tender document
3. Original Bid document
4. Relevant correspondence i.e., all letters/correspondence forming part of the contract and referred to in acceptance letter.
5. Letter of Intent and Acceptance letter.
6. Master Project Schedule together with Micro schedule of construction activities.
7. All members shall sign the Development Agreement as Confirming Party.

c. **i. Preparation of Plans & approval of scheme by the society.**

ii. Approval of plans from Concerned Agencies / Departments

The plans approved by the Society shall be submitted by the Developer for the approval of the same from various governing departments / agencies as is required for this nature of works. The Developer shall purchase and load the required / entire FSI, TDR (if permitted) and premium FSI and obtain Building Permission from TMC.

d. **Commencement Certificate & Registration with MahaRERA**

On obtaining Commencement Certificate from TMC and compliance of all C.C. Conditions, Developer shall register the project with Maha RERA. The

developer shall issue notice to the members for entering into individual agreements and vacating the premises within 45 days after obtaining the CC.

e. **Individual Agreement with all the members**

The Developer shall enter into individual agreement with each existing member stating the actual carpet area to be provided, amenities, displacement compensation hardship compensation, car parks and the agreed terms of payment as per the redevelopment agreement. After signing all individual agreements, the society shall give vacant possession to the developer within 45 days after CC. The Developer shall submit Bank Guarantee at the time of vacant possession.

f. **Shifting to Temporary Accommodation**

The members shall be paid displacement compensation including brokerage, deposit, advance rent and shifting charges and other specified expenses as per the approved offer for shifting to temporary accommodation.

g. **Demolition of Existing Structure**

The demolition of the existing structures shall be commenced only after obtaining CC from TMC and providing the Bank Guarantee and releasing agreed amount of hardship compensation, displacement compensation including brokerage and shifting charges etc. and after all the members have vacated their premises and license to enter upon the property has been granted to the developer by the Society.

h. **Construction of Building**

The new structure will have to be constructed as per the agreement and reestablishment of the existing members.

i. **Handing over to the Society**

The Developer shall honor all his commitments as per the agreed terms and hand over the premises to the Society complete in all respects with all benefits and amenities, Full Occupation Certificate, Building Completion Certificate, Consent to Operate from MPCB if applicable etc. He shall also handover all original documents including property documents, approval plans, guarantees, maintenance contracts, technical catalogs, test certificate & O & M manuals of all equipment and all correspondence made with various authorities for the purpose of redevelopment.

ANNEXURE – F
UNDERTAKING BY THE BIDDER

To,
Raghukul Co.Op.Hsg. Society LTD.
C.T.S. No. 32, GUT NO. 53 Pt.,
Parsik Village, Kalwa, Thane (W).

Dear Sir/ Madam,

Ref: Redevelopment of your Society Buildings

We, M/s. _____ have carefully examined the Tender Documents as well as the clarifications, addenda, corrigenda issued by the PMC and/or the Society, which also form part of the Tender Documents, and have understood the provisions of the Technical Bid and Financial Bid for the work under reference along with various conditions therein. We have obtained necessary information in respect of documents required for carrying out redevelopment. We have also verified, by carrying out our own independent search, the documents related to the property and right and title of the Society to develop the property and the setbacks, reservations, height restriction and such other constraints that may be applicable to the plot. We have visited the site and have made ourselves fully conversant of the site conditions, neighbouring buildings, levels, topography, access, local conditions source, availability and rates of construction materials, availability of local labour, their rates and labour laws etc, that are likely to be encountered during the course of the Redevelopment work.

We hereby assure you that we possess the requisite skills, knowledge, expertise, experience, manpower and financial stability to develop the said property.

We hereby undertake to fulfill all requirements as may be necessary to redevelop the plots under reference including obtaining approvals, NOCs, permissions etc from various authorities. We hereby unconditionally agree to all the terms and conditions in the Tender

Documents and offer to construct, execute, complete and maintain the whole work in conformity with the said Tender Documents.

We further undertake/ confirm / agree as under:

We have submitted the complete set of the Tender Documents and other documents issued to us, duly filled in and signed as per the instructions and without any defacement, addition, alteration or interpolation to them.

We have enclosed our Financial Bid in a separate sealed envelope.

We have enclosed the requisite Earnest Money of Rs. _____ (Rupees _____) by Demand Draft /
Pay Order No. _____ dated _____ drawn on _____ in favour of _____ ") _____" payable at _____. We are aware that the EMD will not bear any interest.

We agree to sign a Redevelopment Agreement prepared in conformity with the tender specifications, enclosures of our bid and discussions and negotiations held in the subsequent meetings and abide by them. We agree that if we fail to accept the Letter of Intent within specified time or execute the Redevelopment Agreement when called upon to do so, the Society may cancel our Letter of Intent, forfeit our Earnest Money Deposit and shall be free to appoint any other developer for the redevelopment work.

We will have no claim of any sort and will not hold society liable in any form in case of such cancellation.

We hereby agree that participating in the tender process and /or acceptance of tender or selection of any particular Developer shall not be construed as concluded contract by and between the Society and such selected Developer or participated bidder. The concluded contract capable of being in force at law shall be deemed to have been executed only upon execution and Registration of intended Development Agreement, which contains apart

from above stated tenders, general terms and conditions, such other and further terms and conditions as may be deemed fit and proper by the Society and/or mutually discussed and accepted by and between Society and the selected Developer.

We hereby agree that the bid submitted by us will be binding upon us for a period of 180 days from the stipulated final date of submission of bid.

We hereby agree to release the specified payments at various stages as per the provisions of the Tender Documents.

We hereby agree to obtain all necessary clearances, approvals, permissions, NOCs from various authorities from time to time in such a way that the work is not halted or delayed on that account.

We hereby agree to use good quality materials and specified brands and deliver good workmanship through skilled and unskilled labour, competent and experienced supervision, modern equipment and steel scaffolding in the construction work.

We agree to the role and authority of your Project Management Consultant, **M/s. SAKAAR** as set out in the Tender Documents and agree to pay his professional fees and the terms of payment specified in the Tender Documents. We undertake to extend necessary cooperation to the Society's other consultants such as legal, tax, stamp duty consultants etc.

We confirm that all the taxes such as sales tax, works contract tax, value added tax, turnover tax, octroi, excise, land under construction tax, GST and such other taxes or duties that may be applicable to such works and professional services involved shall be borne by us at the rates applicable from time to time and the Society and its consultants shall not be liable to pay any such taxes or duties.