

PART “A” TENDER DOCUMENT

PROPOSED REDEVELOPMENT OF

ASAWARI APARTMENTS CO-OP HOUSING
SOCIETY LTD

KANTI NAGAR, OPP. JAIN MANDIR, BEHIND JB NAGAR,
ANDHERI (EAST), MUMBAI – 400059.

PMC

V S TECH & ASSOCIATES

**OFFICE NO. 6 & 7, GOKUL BUILDING,
NEAR FAROOQ HIGH SCHOOL,
S. V. ROAD, JOGESHWARI (W)
MUMBAI – 400 102.**

Tel: 022- 26782450/26782460

PART "A"

TENDER DOCUMENT

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1 NOTICE OF INVITATION TO THE TENDERER

Sealed tenders for the proposed Redevelopment work are invited from experienced and resourceful Developers by "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." CTS NO 365 A,365/1A,365/2 AND 365/3 Plot no 6 and 7, KANTI NAGAR, OPP. JAIN MANDIR, BEHIND JB NAGAR, ANDHERI (EAST), MUMBAI – 400059.

For the redevelopment of the Society property including plot of land admeasuring 1910.44 Sq. Mt. and having two buildings having 47 flats with the following details:

Scope of work	Demolition of existing tenements (buildings) at "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." and redevelopment of new building by utilizing plot potential and loading all kind of T.D. R .by whatever name it be called/F.S.I. &Fungible FSI.
Address	"ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." Regn. No. BOM/HSG/4187 OF 1974, plot no 6 & 7 KANTI NAGAR, OPP. JAIN MANDIR, BEHIND JB NAGAR, ANDHERI (EAST), MUMBAI – 400059.
Advantage of Property	The Property is located at prime location KANTI NAGAR, OPP. JAIN MANDIR, BEHIND JB NAGAR, ANDHERI (EAST), MUMBAI – 400059, with 9.00 Mts. wide road and it's free from CRZ Restrictions.
Time for Completion of redevelopment	24 calendar months from the date of handing over vacant possession by the Society of the entire property to the Developer such date of handing over possession falling not later than 6 months from date of execution of the Development Agreement.
Validity of Offer	Offer shall remain valid for 180 days to the end and intent that once the L. O. I. is issued within 180 days from the date of opening of the tenders, the offer that finally shall have been given by the Tenderer of such L. O. I. will be binding on such Tenderer.
Earnest Money Deposit	Rs.500000/- (Rs. Five Lacs Only) without any interest by Pay Order/Demand Draft in favour of "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD."
Cost of Tender	Rs.15,000/- DD/Pay Order in name of Society Non-Refundable.
BID DOCUMENT	The Bid Document Consists of three parts Namely. Tender Document, Commercial Tender Document, Technical Tender Document

Interested participants may download Tender from website www.asawariapartments.com till 27th February 2024 & while submitting Tender, the Tender fees of Rs. 15000/- in DD/ Pay Order in name of "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." Shall be kept in sealed separate envelope stating Tender fees.

The Tender will be treated as invalid / rejected if submitted partly. The Society reserves the right to reject any or all the tenders / offers and or/Accept the lowest/highest or any other tender/offer without assigning any reason whatsoever. The decision of the Society shall be final and binding on all.

CHAPTER – (2) APPENDIX TO OFFER BID

Scope of Work:

Demolitions of existing structures and construction of new building for “ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.”, on plot no 6 & 7, KANTI NAGAR, OPP. JAIN MANDIR, BEHIND JB NAGAR, ANDHERI (EAST), MUMBAI – 400059. On CTS No 365A, 365/1A, 365/2 & 365/3, admeasuring 1910.44 Sq. Mt. equivalent to 20563.98 Sq. ft. approx. particulars described in the schedule hereunder written (hereafter referred to as ‘said plot’) of the new building. (Hereafter referred to as ‘the works’).

NOTE: Bidder has to note that after getting LOI/MOU to get Conveyance Deed/Deemed Conveyance of plot no. 6 in name of society and transfer property card of both the plots 6 & 7 in name of society, and expenses towards same will be borne by Developer, same will be done within a period of maximum 12 months.

ITEM	DESCRIPTION
<p>1. Earnest Money</p>	<p>Rs.5, 00,000/-by Pay Order/DD in favour of the “ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.”</p> <p>The bid must be accompanied by Earnest Money of amount mentioned in the notice Inviting tender and in the form of the payment instrument as specified in the tender notice. No interest shall be payable by Owner for this Earnest Money Deposit. The original EMD instrument should be submitted in a sealed envelope superscripted with “EMD for tender for redevelopment “ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.” details of the bidder and due date of bid opening in envelope 1 “Technical bid”. If the bidder, after submitting his bid, revokes his offer or modifies the items and conditions of the tender during the validity of his offer except where OWNER has given opportunity to do so, the Earnest Money shall be forfeited. Should an “Invitation to Bid” be withdrawn or cancelled by OWNER, which it shall have the right to do so at any time, the Earnest Money paid with the bid will be returned to the Bidder without paying any interest on it. Should the successful Bidder fail or refuse to sign the agreement and submit the necessary Bank Guarantee(S) towards Security Deposit within the stipulated time, the earnest money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence. The Earnest Money of the successful Bidder will normally be adjusted against security deposit. Earnest Money of the unsuccessful Bidder shall be returned after award of work to the successful bidder without any interest.</p>

<p>2. Compensation in lieu of temporary accommodation Compensation for the period from the time existing member vacates his/her premises till the time he/she receives his full possession of his redeveloped Flat in the new building with full OC & permanent water ,gas and power connection.</p>	<p>Compensation in lieu of temporary accommodation for (24) months as under: Compensation to be paid to individual member shall include: - Compensation in lieu of temporary accommodation for duration of 24 months or till possession of new premises, whichever is later. Compensation for Brokerage equivalent to 1-month Compensation /12 months. Total two times. Rs 80/- sq ft for 1 st year, Rs 90/- sq ft for 2 nd Year and Rs 100/- sq ft for 3 rd year, till completion of project till OC at 12.5% increment on each year. To & Fro shifting charges Rs.30, 000/-one time.</p>
<p>3. Commencement of work</p>	<p>14 days from the day of vacant possession of the property by Society.</p>
<p>4. Duration</p>	<p>After Conveyance and Property Card transferred in name of society , 24 calendar months from the date of handing over the vacant possession of property by the Society, such date of handing over possession falling not later than 6 months from date of execution of the Development Agreement and Permanent Alternate Accommodation, and up to obtaining OC, permanent Water , Gas & Power connection.</p>
<p>5. Defects Liability Period</p>	<p>24 months from certified completion of work by PMC and handing over the new building in possession to Society / whichever is later. Total security deposit of Rs 30, 00,000/- shall be deposited as EMD of Rs 5,00,000/- (Rs. Five lacs) along with Tender and balance Rs 25,00,000/- shall be deposited with society when society will issue LOI/ MOU. Security deposit of Rs 15,00,000/- (Rs. Fifteen Lacs only) will be released after completion of work and balance Rs. Fifteen lacs will be released after completion of Defects Liability Period.</p>
<p>6. F.S.I. to be utilized</p>	<p>2.70 FSI including fungible or as allotted by DCPR Regulations 2034 by purchasing required T.D.R and with fungible FSI. (Permissible under the existing rules and regulation as per MCGM including Fungible FSI.)</p>
<p>7. Venue of Arbitration & Jurisdiction of Court</p>	<p>Mumbai as per Arbitration Conciliation Act 1996 or as applicable, Jurisdiction Mumbai.</p>
<p>8. Project Security T.D.R. / F.S.I. & Fungible F.S.I.</p>	<p>To be purchased and loaded in the name of the Society, with rights to utilize as deemed fit, necessary by the Society, such loading to be done before the existing members of the Society are called on to hand over vacant possession.</p>

9. Termination of Development Agreement:-	If the IOD is not obtained within Six months after signing of Development Agreement then the society shall terminate the Development Agreement with the prospective developer.
10. Amendments of DCPR Rules & Regulations & Change in Government Policy.	<p>Amendments of DCPR & Change in Government policy during the course of execution of redevelopment project i.e. (from LOI /MOU issue till obtaining the Occupation Certificate and if the rules / regulation are amended, resulting in increase of FSI or increase in potential of development following scenarios is envisaged.</p> <p>A. If the benefit can be totally/ partly utilized in the present redevelopment project, then the benefits to the existing members of the society and Developer shall be divided equally. In the form of additional carpet area as per the prevailing agreement. Remaining partly unutilized FSI shall remain with society. In case if the same cannot be utilized in the present redevelopment project, then the FSI remains with the society.</p> <p>In the event where such additional FSI cannot be utilized but can be sold as TDR then in that case developer will have the option to buy the FSI from the society at prevailing market rates or the society (comprising the existing members only) has the rights to sale it to a third party.)</p>
11. Performance Guarantee Clarity on a) Performance Guarantee. (Irrevocable bank guarantee) and 2000 sq ft carpet area keep as lien (mortgage with society from sale component)	<p>Rs.5 Cr. (Rupees Five Crores only) bank guarantee from nationalized bank validity up to existing members occupy their developed new premises after the Municipal Corporation of Grater Mumbai (MCGM) has issued Occupation Certificate for the new structure on the Society's property.</p> <p>The successful bidder shall, within 14 days of Signing of Development Agreement execute Performance bond in the form of irrevocable Bank guarantee from a Nationalized bank, for an amount of 5,00,00,000 (Rupees Five Crores Only) executed in favour of "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.", with a validity for the period of 24 months and till completion of work and after issuance of Occupation Certificate.</p> <p>Also 2000 sq ft carpet area as lien with society from sale components of developer till OC.</p> <p>In addition, the developer shall deposit a sum of Rs25,00,000/- (Rs Twenty-Five lacs Only) in addition to Earnest Money deposit of Rs. 5,00,000/- (Rupees five Lacs Only) at the time when society issues LOI/MOU which shall be remain with Society as Security Deposit which shall not bear any</p>

b) Defect Liability.	<p>interest to be returned as follows: - 50% of the cash Security Deposits i.e. Rs. 15, 00,000/- (Rupees Fifteen lacs only) shall be returned on completion of works as defined under the definition of “Completion Certificate” and balance Rs 15,00,000/- (Rs. Fifteen lacs) shall be released after Defect Liability Period of two years. After receiving the OC and work completion certificate from PMC total 24 months’ period is the Defect Liability period. The B. G’s will be returned on successful completion of all works as defined under the Definition of “Completion Certificate” within the contract period. Amount if any recoverable by the society from the developer under the terms of agreement shall be adjusted against the Security Deposit or can be recovered by encashing BG.</p>
12. Completion Certificate.	<p>The developer shall apply for the Completion Certificate/Occupation Certificate from the MCGM on behalf of the Society/PMC , after handing over to the Society the following documents including but not limited to the following: - Full Occupancy Certificate by MCGM. Assessment order for property tax. Permanent water, Power, Gas & Telephone connections. Completion & Testing & Commissioning Certificate from Builder’s Consultant. Original approved plans, CC, IOD, OC, Fire NOC, Lift certificate etc. Original copies of “As Built” drawings 2 (sets) (Soft copy also) to be submitted to the Society. Operational & maintenance manuals (hard & soft copy) for all installed equipment’s in the building & original guarantee and licenses shall be handed over to the Society. Original guarantee of all equipment’s installed in the building and warranty certificate of all water proofing works shall be handed over to the Society. Original guarantee of water proofing & Anti termite treatments, developer shall furnish guarantee for period of 10 years from the date of handing over premises to members of the Society. Removal of all Developers/his sub-contractor assets, temporary power and water connection and his personnel from site and vacat the site.</p>
13. Eligibility	<p>Tenderer General information as mentioned in Part “C” Technical Bid document- Give list of redevelopment projects.</p>

	<p>Developer has to submit the list of redevelopment of all projects, which shall include minimum 2 projects of redevelopment of cooperative housing society each having total build up area of more than 65000 sq.ft. (which is the eligibility criteria of) all completed projects since year 2005. Also furnish details of IOD, OC and BCC of all completed projects since year 2005.</p> <p>List of redevelopment work in hand as on date Submission of the tender along with certified copy of IOD and CC and status of work.</p> <p>Plants, equipment's and machinery available with the Developer.</p> <p>Technical and Managerial personnel of the Developer. Arbitration and Litigation personnel. Declaration for site visit, in the format attached herewith in Tender Document 'C'. Earnest money in proper form by way of Pay Order / Demand Draft of any Nationalised / Scheduled Bank in favour of "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." payable at Mumbai of Rs. 5, 00,000/- (Rs. Five Lacs Only.)</p> <p>PERT / CPM Chart and Construction Schedule with deployment of resources.</p> <p>"ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.", has attached along with this Bid as Annexure-C.</p> <p>Affidavit by bidder confirming authenticity of the information provided by him. Signed, Stamped and acceptance on each page of this tender Document terms as "part A tender document" along with the deviation form in case of any deviation. The bidder is recommended to use the deviation form in case of unavoidable circumstances.</p> <p>Un-priced offer for amenities as mentioned in amenities list under commercial Bid "B" indicating the exact make the bidder proposed to supply under This contract.</p>
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14. Cost of Blank Tender	Rs. 15,000/-by Pay Order / DD the non- refundable in favour of society “ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.” at the time of submitting the tender.
15. Tender Purchase Duration	Tender shall be download from website www.asawariapartments.com Last date of submission of the Tender is 27 th February 2024 & while submitting tender, the Tender fees of Rs. 15000/- in DD/ Pay Order in name of “ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.” Shall be kept in sealed separate envelope stating Tender fees.
16. Submission of Tender	On or before 27/02/2024 up to 5.00 pm at Society office only along with the Tender fees of Rs 15000/- in DD/Pay Order. Prescribed procedure only.
17. Bidding Document	The bidding document is not-transferrable and shall not be transferred to any other agency/ies.
18. Bid Validity	After giving appointed developer LOI/MOU for transfer of Conveyance Deed and Property Card in name of society, time for the same is one year and after that Developer offer valid up to another 180 days. The bidder shall not be entitled to amend, modify, vary, revoke or cancel his bid during the said period unless specifically asked and permitted by the owner / society. The validity of the bid shall be extended as and when required for the period as requested by owner in writing and agreed by the bidder.
19. Bidder’s Responsibility	Although all details presented in this bid document have been complied with all reasonable care, it is the bidder’s responsibility to ensure that the information provided is adequate and clearly understood. Bidder shall inspect the site and surrounding area and shall satisfy himself of the existing facilities and shall collect any other information, which he may require before submitting the bid. Bidder’s quotation is the responsibility of the bidder and no relief or consideration can be given for errors and omission.

20. Work in hand	Work in hand with balance work to be done.
21. Resources	Present resource capacity to execute additional work w.r.t. annual turnover in the last 5 years projects.
22. Court cases	History of litigations.
23. R.M.C. Plant	Having concrete arrangement with R.M.C plant within lead radius of 10 k.m.
24. Liquidity damages	<p>If the Developer fails to complete the works / items of work in all respect and hand over the same to the Society within the stipulated or approved extended time, Developer shall pay to the Society Liquidated Damages (LDs) for such default as against each mile stone and a penalty of Rs.5,00,000/- (Rupees Five Lacs only) and if work will not be completed within the extended stipulated time frame, 3 months again Rs 5, 00,000/-will be additional penalty. And if the delay continues then for every delay of 3 months of each mile stone mentioned below Developer shall attract penalty of Rs 500,000/-for every mile stone not completed or delayed. i.e. every delay of 3 months will be liable to the penalty of Rs. 500,000/-and till each mile stone work whichever will not complete at each stage of work with time limits as given below: -</p> <p>Completion of RCC work up to plinth level within 6 months after start of the work.</p> <p>Completion of RCC works upto 5th floors within a period of 12months after start of the work.</p> <p>Completions of entire RCC work including over head water tank and lift room within a period of 20 months after start of the work.</p> <p>Completion of external and internal brick work along with plastering within a period of 21 months after start of the work.</p> <p>Completion of entire work including painting, electrification and water supply and drainage work within a period of 24 months after start of the work.</p> <p>The deductions of such LDs shall not relieve the Developer from his obligation to complete the works or from any other of his obligations and liabilities under the contract.</p>

25. Insurance Minimum Third Party Insurance, Workmen's Compensation Policy Developer All Risk Policy.	Rs. 10, 00,000.00 { Rs., Ten Lacs Only } for single accident from maximum of 5 accidents initially and to be renewed by law. As required by law , Contractor's all risk policies to cover compensation of additional compensation to members for delay in completion of work done into such policies. "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.",.shall remain as a part beneficiary of their policy to the extent additional reimbursement.
[C.A.R.]policy	Insurance coverage to include extended up to end of Defect Liability Period. (DLP).
26. Priority due to discrepancies	Where provisions in different sections of contract are at variance with each other, the provisions most stringent against the Developers and more in the favour of society shall prevail.
27. Indemnity Bond	Indemnity Bond to be given by Developer in favour of Society and the existing members.
28. Deviation Form	Hereby attached deviation form in Part "A" Tender Document. In the event of any deviation to any part of tenderer as the part of whole should be categorically mentioned in the Deviation Form hereby attached on page no.98.Deviation mentioned anywhere else will consider as null & void.
29. PMC & ADVOCATE, SOLICITOR	The Society has appointed following agencies to operate as their extended arm to support them during the Redevelopment Process. PMC: - M/s V S tech & Associates, Shop No. 6 & 7Gokul Bldg, Nr. Farooq High School, S.V. Rd, Kevni Pada, Jogeshwari-(West), Mumbai-400102. SOLICITOR: -M/s. T.S Patwardhan B/102, Atharva Palace Junction of Prathana Samaj Road & Park Road, Vile-Parle East, Mumbai-400057.
30. APPLICABLE LANGUAGE	The bids and all correspondence incidental to and concerning to this bid shall be in English language only. For documents submitted in any other language, an English Translation shall also be submitted, in which case, for interpretation of the offer, the English Translation shall govern.
31. CURRENCIES OF BID AND PAYMENT	Bidders shall quote their prices in Indian rupees only unless specified otherwise.
32. DOCUMENTS & DRAWINGS	7*12 ABSTRACT, CTS plan. Members list with Carpet area.

CHAPTER–3 INSTRUCTIONS TO THE TENDERER

General Instructions

The Tenderer shall be satisfied by actual inspection of the site and locality regarding the site conditions, topography of the land; local conditions, etc. that are likely to be encountered during the execution of the works and they shall be deemed to have taken all these factors into account while giving the quote. They will carry out the work strictly as per provisions of Bye-laws and Society's requirements in consultation with the Society's Consultants (Project Management Consultant (PMC)) methodology, specifications and conditions of this tender document.

The information given in tender is provided only for guidance. It is the responsibility of the Tenderer to verify the same before submitting his bid.

Submission instructions

The tender should be submitted in two separate sealed envelopes, one for Technical (un-priced) Bid accompanied by Earnest Money Deposit and other for financial (priced) Bid. Both these envelopes captioned as "Technical Bid" and "Financial Bid" respectively should be sealed in a third main envelope captioned "Tender Offer"

–Redevelopment of "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.", plot no 6 & 7, KANTI NAGAR, OPP. JAIN MANDIR BEHIND JB NAGAR, ANDHERI (EAST), MUMBAI-400059. The name and address of Tenderer shall be written on the bottom of the main envelope. The Tenderer should read all documents thoroughly and all the pages of the Tender including enclosures have to be duly stamped and signed. If Technical bid and Financial Bid are not submitted in separate envelopes then the bid will be rejected.

Envelope 1: "TECHNICAL BID" (UN-priced) should encompass:

Covering letter for submission of Tenderers offer on his company letter head, in the format as provided in the Commercial bid "B" Tender document part from page nos. 17 to 21, Bidder shall copy contents from it given along with blank tender document on their company letter head, accompanied herewith, along with necessary documents as listed below.

Details of:

Tenderer General information as mentioned in Part– "C" Technical Bid document- Give list of redevelopment projects.

Developer has to submit all the list of redevelopment of residential co-operative housing society each having total build up area. which must include minimum 2 projects of redevelopment of co-operative housing society more than 65,000 sq.ft., (which is eligibility criteria) all completed projects since 2005. Also must furnish details of IOD, OC and BCC of all completed projects since 2005.

List of redevelopment work in hand as on date of submission of the tender along with certified copy of IOD and CC and status of work.

Plants, equipment's and machinery available with the Developer
Technical and Managerial personnel of the Developer.
Arbitration and Litigation.
Declaration for Site Visit, in the form attached here after.

Earnest money of Rs. 5, 00,000/- (Rs. Five Lacs Only.) in proper form by way of Pay Order/Demand Draft of any Nationalized/Scheduled Bank in favour of "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." payable at Mumbai.

PERT / CPM Chart and Construction Schedule with deployment of resources.

Having concrete arrangement within R.M.C. plant within radius of not more than 10 k.m. Provide details & confirmation, whether members of RMC plant association.
Affidavit by bidder confirming authenticity of the information provided by him.

Signed, Stamped and acceptance on each page of this Tender Document terms as "part A Tender document" along with the deviation form in case of any deviation. The bidder is recommended to use the deviation form in case of unavoidable circumstances.

Un-priced offer for amenities as mentioned in amenities list under commercial Bid "B" indicating the exact make the bidder proposed to supply under this contract.

The following copies of certificates/documents:

Income Tax Returns with Audited Balance Sheet and Profit & Loss Account for last Three years attested by CA.

Solvency Certificates of Rs.25 Cr. from Nationalized /Scheduled Bank.

Registration with GST Department.

Registration with Provident Fund. [P.F.] Registration with E.S.I.C.

Permanent Account Number of the company (PAN NUMBER).

Registration with Registrar of Companies/Registrar of Firms. Affidavit of Proprietor / partner/Pvt Ltd company/ltd company.

Memorandum of Articles of Association [M.O.A] for Limited company

Partnership Deed for Partnership Company.

Resolutions and Power of Attorney.

Organization chart showing the structure of the company including name and position of Proprietor/ Partners/ Directors.

CV of key personnel assigned for the project.

Performance Record from Year 2005 showing the following:

Denial of any Bank Guarantee/Credit Facility.

Rescinded Contracts.

Penalties / Prosecutions etc. of whatsoever in nature. Actions taken by any statutory Authority.

Payment of Statutory Due so far related nature including Taxes, Duties, and PF etc. and a declaration that Developer has not defaulted and is not in default for these for any reasons.

CIBIL Rating / Credit Rating.

Any other information as the Tenderer may like to submit in support of their credentials.

Envelope 2: "COMMERCIAL BID" (Priced bid) should encompass:

Complete set of Commercial tender document Part "B" along with other documents (except those submitted with the Qualification Bid above) issued for the work duly filled in by giving the offer for the redevelopment works, initial on each page and signed by the Tenderer at the prescribed places in the tender document. The price part (Part-B) shall contain only "schedule of rates" which should be duly filled in the specified format only without altering or modifying the same. It is being noted that the price part shall contain only prices and no conditions whatsoever.

Earnest Money Deposit [E.M.D.]

Rs.5, 00,000/- (Rs. Five lacs only) by Pay Order/DD in favour of the "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD."

The original EMD instrument should be submitted in a sealed envelope superscripted with "EMD for tender for redevelopment for "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." Details of the bidder and due date of bid opening in envelope1: "Technical Bid".

If the bidder, after submitting his bid, revokes his offer or modifies the items and conditions of the tender during the validity of his offer except where OWNER has given opportunity to do so, the Earnest Money shall be liable to be forfeited.

Should an "Invitation to Bid" be withdrawn or cancelled by OWNER, which it shall have the right to do so at anytime, the Earnest Money paid with the bid will be returned to the Bidder without paying any interest on it.

Should the successful Bidder fail or refuse to sign the agreement and submit the necessary Bank Guarantee(s) towards security deposit within the stipulated time, the earnest money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence.

The Earnest Money of the successful Bidder will normally be adjusted against Security Deposit. Earnest Money of the unsuccessful Bidder shall be returned after award of work to the successful bidder.

Acceptance of the Tender

Tenders shall not be accepted after time and date fixed for closing the tenders. The Tenderers cannot take any kind of action against the Society and/or claim against the Society for rejection of tender. The Society reserves the right to accept / reject any /all offers without assigning any reason. The decision of the Society in consultation with the PMC shall be final and binding on all.

Validity of Offer

Bid shall remain valid for acceptance for 6 months (180 days) from the opening date of the bid. The bidder shall not be entitled to amend, modify, vary, revoke or cancel his bid during the said period unless specifically asked and permitted by the owner. The validity of the bid shall be extended as and when required for the period as requested by owner in writing and agreed by the bidder.

Bidder's Responsibility

Although all details presented in this bid document have been complied with all reasonable care, it is the bidder's responsibility to ensure that the information provided is adequate and clearly understood.

Bidder shall inspect the site and surrounding area and shall satisfy himself of the existing facilities and shall collect any other information, which may be required before submitting the bid. Bidder's quotation is the responsibility of the bidder and no relief or consideration can be given for errors and omission.

BIDDERS TO NOTE

Pre-qualification evaluation of the offer shall be based on the information provided here of above and its supporting documents duly attested. Hence, it is the responsibility of the bidder to provide complete, correct and true information/details and its supporting documents.

In case of mismatch of details / information or its supporting documents offer of the bidder is liable for rejection and evaluation by owner shall be final and binding.

"Company brochures / profiles" shall not be considered as input. Bidder is supposed to provide specific information as requested in the tender.

Tender Cost

The Society and / or the PMC will not be liable to pay the expenses incurred by the Tenderer in tendering like cost of tender documents, expenditure towards company profile, conveyance charges for purchase and submission of tender, expenditure towards attending meetings, etc.

Tender Approval Procedure

On receipt of tenders Developers will be short-listed on the basis of their information obtained as per Technical bid part "A" & "C". The short-listed Developers may be invited to re-define their Financial Bid offer which shall be finalized with the approval of the Society, in consultation with the PMC. The final offer given by the Developer shall be firm throughout the period of redevelopment include the Defect Liability Period. No variation of any kind shall be entertained; the offer shall be based on as and where basis".

Tender Rejection

The Society and the PMC do not bind themselves to accept the high or low tender reserve the right to reject any/all of the tenders without assigning any reasons to it.

The tender is liable to be rejected under the following scenarios:

The tender will be treated as invalid / rejected if only one part of the tender is submitted or is incomplete in any manner. All the tender documents which are asked for shall be separated in two envelopes i.e.

Technical Bid envelope no 1 and Commercial Bid envelope no 2, if developer will not submit 2 different envelopes as stated above then tender will be rejected by society.

The tenders not accompanied by EMD will be rejected.

Conditional tenders are liable to be rejected therefore Tenderers are advised to avoid putting conditions that are variance with the terms and conditions stipulated in the tender or quote conditional offer.

Tenders containing erasures and alterations of the tender document are liable to be rejected. The Tenderer must attest any correction made in the entries against any such correction.

If it is found that two or more persons who are concerned with one another either financially or as principal and agent or master and servant have tendered under different Companies names for the same contract, without disclosing their connections, then such tenders will be rejected and their EMD will be forfeited.

Failure to provide information which is essential to evaluate the Tenderer's qualification or to provide timely clarification or substantiate the information provided may result in the disqualification of the tender.

If the Tenderer tries to contact the Society Representative(s) / Society's consultant on any matter related to its bid, or tries to influence the Society's Representative(s) / Society's Consultant in its decision on bid evaluation, bid comparison or contract award from the time of the bid opening to the time the contract is awarded, his tender may be rejected.

If the Tenderer stipulates the validity period of the tender to be less than what is stated in the form of tender, the tender will be rejected.

If the Tenderer does not sign on every page of the Tender with the company's seal the tender is liable to be rejected.

If short fall in Eligibility Criteria: Bidder had completed minimum 2 projects of redevelopment & handover OC & BCC to co-operative housing society, each project is more than 65,000 sq.ft having built up area since year 2005.

Ethical Code of Conduct by Developer: -

In the event of dismember on the part of Developer or in event of his trying to deal & unduly influence to any members or member of society then in that case the managing committee of society have full right to terminate development agreement.

Tender Withdrawal

Tenderer cannot withdraw the tender once submitted till the stipulated validity of the tender. This shall result in forfeiture of the EMD.

CONFIDENTIALITY OF DOCUMENT

The bid documents are and shall remain the exclusive property of the OWNER without any right of the bidder to use them for any purpose except for bidding and for use by the successful bidder with reference to the resultant contract. On account will any person to whom the bid documents are furnished, part with the possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies of any drawings, plans or other document comprised therein, it being understood that information given in the bid document is the propriety and Confidential information of the OWNER, and that the bid documents are therefore being furnished only in the strictest confidence. The bid of any bidder who contravenes any of the forgoing provisions here - of is liable to be rejected.

OWNER'S RIGHTS

Owner reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, or to reject all bids with or without assigning any reason. Such decision by OWNER shall bear no liability whatsoever consequent upon such decisions.

The intending tenderer as a pre- requisite must produce documentary evidence(s) of all documents required as per tender and submit along with the technical part (envelope I) of their offer. In case of non- submission of above documents or submission of incomplete documents as per tender along with envelope part-I, OWNER reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after the opening of offer.

APPLICABLE LANGUAGE

The bids and all correspondence incidental to and concerning to this bid shall be in English language only. For documents submitted in any other language, an English Translation shall also be submitted, in which case, for interpretation of the offer, the English Translation shall govern.

CURRENCIES OF BID AND PAYMENT

Bidders shall quote their prices in Indian rupees only unless specified otherwise.

Omission and Discrepancies intender form

The Tenderer shall check the tender documents and if any page/pages is/are missing or duplicate or indistinct, the same shall be brought to the notice of the PMC and rectify before submission of the tender. The Tenderer should not take advantage of any misinterpretation of the conditions due to typing or any other error / omission. Should the Tenderer find any discrepancy / omission from the tender documents or should be in doubt as to their meaning, he should at once notify the PMC / Society who may send a written instruction to all Tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and successful Tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. Where provisions in difference sections of contract are at variance with each other, the provisions most stringent against the Developers and more in the favour of society shall prevail.

Technical Query Form: -

In case of any technical query (TQ) by the bidder, it shall be enquired to the PMC in the attach form of Technical query form upto PMC will answer bidder quarry within 4 working days. After, PMC will not entertain any query. The bidder shall ensure his query are reached to the PMC by courier duly acknowledged. PMC shall not be responsible for non-receipt of bidders' query.

Tenderer Details

Full information about the Tenderer should be given, including:

A. If an Individual or proprietary firm.	His full name, address and place of business. His financial status of last 3 years. His previous experience.
B. In case of partnership firms	The names of all partners and their addresses. The financial status of the firm and its partners of last 3 years. Previous experience of the firm and its partners.
C. In case of limited companies.	Date and place of registration including date of commencement certificate in case of Public Companies. Certified copies of Memorandum and Articles are also to be furnished. Nature of business carried on by the Company and the provisions of its Memorandum relating thereto. The financial status of the firm and its partners of last 3 years Names and particulars including addresses of all the Directors. Previous experience of the companies and its Directors It's authorised, subscribed and paid up capital.

*Separate sheets stating the same to be attached by the Tenderer.

Changes in Constitution

When Developer is a partnership / private limited / public limited firm, prior approval in writing of the Society shall be obtained before any change is made in the constitution of the firm. Where the Developer is an individual or Hindu Undivided Family (HUF) business concern such approval as afore said shall likewise, be obtained before the Developer enters into any partnership firm and then only it would have the right to carry out the work hereby undertaken by the Developer. If prior approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in infringement of the contract here - of and same action may be taken and the same consequences shall ensues provided for in the said condition.

Tender Opening

The Society's Consultant will open the tenders including submissions made in the presence of the Society members. The Consultant will open the envelopes / parcels / packages to examine whether the tenders are complete, whether the documents have been properly signed and whether the tenders are generally in order. Financial Bid Tender will not be open if document are not as per eligible Criteria.

Process to be Confidential

After the opening of the tenders, information relating to the examination and comparison of tenders and recommendation concerning the award of contract shall not be disclosed to the Tenderers or other persons not officially concerned with such process until the award of contract to the successful Tenderer has been announced.

Any efforts by a Tenderer to influence the Society's consultant, Society's members or representatives on matters related to tenders under study in the process of examination, clarification, evaluations and comparison of tenders, and in decisions concerning awarding of contract, may result in rejection of Tenderer and for-feiture of his EMD.

Canvassing in any form of the bid shall lead to disqualification of the Tenderer.

Transfer of Tender Documents

Transfer of tender documents issued to one Tenderer to another is not permissible.

Private and Confidential

The Tenderer, whether submits the tender or not, shall be treating the details of tender documents private and confidential.

Precedence of provision in agreement Documents

In case any ambiguities or discrepancies, the Development Agreement will prevail.

Where provisions in difference sections of agreement are at variance with each other, the provisions most stringent against the Developers and more in the favour of society shall prevail.

Post-Qualification of Tenderer

The "Qualification Bid" of the bidder will be opened first to verify the contents. If any short fall, vis-a-vis minimum requirement for this work in respect of financial standing qualifications, possession of plant and equipment's, 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 Tenderers who have fulfilled the requirements in the "Qualification Bid". Tenders of other Developers who have been disqualified due to some shortfalls deficiencies noticed in the documents provided in "Qualification Bid" during verification shall not be opened. Subsequently, various documents submitted by the Tenderer will be subjected to scrutiny by the Society and its consultant/s and further acceptability of the same will be decided after getting clarifications, if any, from the Tenderer.

Signing Authority

The tender documents are to be signed as follows:

In case of Proprietary concern, tender documents will be signed by the proprietor himself.

In case of Partnership firm, each partner or Power of Attorney holder shall sign the tender. Power of Attorney of person signing the tender shall be enclosed with the tender document in subject to verification of originals.

In case of Limited Company, tender documents shall be signed by a duly authorized person holding Power of Attorney for signing the tender in which case, a certified copy of the Power of Attorney shall accompany the tender. Such Limited company or Tenderer may be required to furnish satisfactory evidence of its existence before the tender is submitted. The Power of Attorney shall be supported by Board Resolutions and appropriate and adequate evidence in support of the same shall be given.

Addenda / Corrigenda

Prior to the date of opening the tender, the Society's Consultant may issue Addenda / Corrigenda to clarify documents or to reflect modifications in the design or terms and conditions of the tender documents.

Each Addenda / Corrigenda will be issued in duplicate to each Tenderer and Tenderer shall submit the same as instructed herein. These Addenda / Corrigenda shall become part of the original tender document.

CHAPTER- (4) LOCATION OF THE SITE

“ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.” (AACHSL), is situated land bearing on KANTI NAGAR, OPP. JAIN MANDIR BEHIND JB NAGAR, ANDHERI (EAST), MUMBAI- 400059.

Admeasuring Plot Area:

1910.44 Sq. Mt. As per 7*12

WEST SIDE: - Amrit Sagar CHS Ltd

EAST SIDE: - Mehul Apartment

SOUTH SIDE: - Jain Derashar

NORTH SIDE: - Boundry wall of Rajasthan CHS Ltd.

CHAPTER– (5) DECLARATION FOR SITE VISIT

Date: -

TO

Hon. Secretary / Chairman,
ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.”
6 & 7 plot no, KANTI NAGAR,
OPP. JAIN MANDIR , BEHIND JB NAGAR,
ANDHERI (EAST),
MUMBAI-400059.

Name of work: Redevelopment of your Society

Dear Sir,

I / We here-by solemnly declare that I / we have visited the sites of work personally and have made myself / our selves fully conversant of the conditions therein and following in particular while making this offer:

- 1.The entire available document pertaining to the society, as available with PMC for inspection.
2. Topography of the area.
3. Soil strata at the site of work.
4. Sources and availability of construction materials.
5. Rates for construction materials, water, electricity including all local taxes, royalties, octroi, etc.
6. Availability of local labour (both skilled and unskilled) and relevant labour rates as per labour laws.
7. Existing roads, approaches, pathways to site of work & plans of expansion if any that may impact the redevelopment work of society.
8. Space for stacking of materials, stores, office etc.
9. Trees, shrubs, bushes, debris, etc required to be removed and replanted for site clearance.
10. Need for dewatering / pumping etc.
11. Climatic conditions and availability of working days and working hours.
12. Law and order situation.
13. All other condition, which may affect the offer / work and timely completion of redevelopment works.

14. Surrounding habitat.

15. Applicability of statutory rules and regulation that effect the redevelopment works.

16. Proximity to the airport.

17. Average mean sea land of plot & adjoining roads.

I / We have quoted my / our bid for various items in the tender schedule taking into account all the above factors likely to be encountered during execution of work. I / We shall not be entitled for any claim against the Society on the above factors.

Seal and Signature of the Developer

Name and Designation of the Signatory

Date:

Place:

CHAPTER-(6) GENERAL CONDITIONS OF CONTRACT

- a) Special condition of contract shall be read in conjunction with general condition of contract; technical specification of building work, drawings and any other documents forming part of this contract wherever required so.
- b) Wherever it is mentioned in the specification that the contractor shall perform certain work and provide certain facilities, it is understood that the contractor shall do so at his own cost.
- c) The material design and workmanship shall satisfy the relevant Indian standards, the job specification contained herein and codes referred to. Where the job specification stipulate requirement in addition to those contained in the standard codes and specification, these additional requirements shall also be satisfied. In the absence of any standard / specification /code of practice for detailed specification covering any part of the work covered in this tender, the instruction/direction of the Engineer-in-Charge will be binding on the Contractor/ developer.

1. Definitions	<p>The following words and expressions used in this Contract and Invitation to tender specifications shall have the meaning here of assigned to them except where the contract otherwise requires. Owner / Society / Client / Receiver shall mean "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." (AACHSL), PLOT NO 6 & 7, KANTI NAGAR, OPP. JAIN MANDIR BEHIND JB NAGAR, ANDHERI (EAST), MUMBAI-400059. - For which the tender is being filled or its representative(s) /successor(s)/assign(s) authorized on their behalf. "Tender and" Tenderer"/ Offerer wherever appear in this document should be considered synonymous to the "bid" and "bidder" respectively, unless such an interpretation is out of context. Similarly, "tender papers" would mean "bid documents" and Tenderer or bidder will also mean Developer.</p> <p>"Developer / Builder / Builders" shall mean the individual / person or persons / firm or company, whether incorporated or not, whose tender has been accepted by the Society and shall include and their legal heirs or successors in title unless repayment to context or meaning thereof.</p> <p>"Society's Consultant/Architect/Project Management Consultant/ PMC / Engineer / Engineer-in-charge / EIC" shall mean the agency /person appointed by the Society for redevelopment as its Architect / PMC / Engineer M/S V S Tech and Associates.</p> <p>Society legal advisor and Solicitor shall mean the agency / person appointed by the Society for redevelopment as its legal advisor.</p> <p>"Contract" shall mean the agreement papers, details of the company / firm, all the sub-sections, tender documents together with the letter of intent and any other documents specifically indicated herein and the formal agreement executed between the developer and the Society. All these documents taken together shall be deemed to form one contract and be part of each other.</p> <p>"Letter of Intent / MOU" shall mean, letter intimating societies intent to</p>
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	<p>accept (memorandum of understanding) the final offer of successful Tenderer subject to provisions of the Tenderer document and any other condition content in such letter.</p> <p>“Works” shall mean and include all work to be executed in accordance with the contract part(s) thereof, as the case may be and shall include all extra or additional, altered or substituted works as required for satisfactory and timely performance of the contract.</p> <p>“Site” shall mean the land and /or other places on which the Society buildings are standing, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Society or used for the purpose of contract.</p> <p>“Approval of the Society’s / Society’s Consultant/s” shall mean the written approval by the Society / engineer-in-charge M/S V S Tech & Associates / Society legal advisor expressly authorized by the society of a document or other particulars or matters in relation to contract by Society’s approval.</p> <p>“Scope of Work” shall mean the totality of work by expression or implication envisaged in tender document, discussions, negotiations, if any, all communications, exchanged between the Society’s and the Developer till issue of letter of intent and shall include but not necessarily limited to all materials, labour, professional and liaison services for all relative or incidental or in connection with the commencement , performance and completion of all works as per true intent of the agreement.</p> <p>“Approved” shall mean approved in writing including subsequent written confirmation of previous verbal approval and approval means Approval in writing including as aforesaid.</p> <p>“Specification” shall mean the schedules, technical specifications, detailed design(s), and statements of technical data, performance characteristics and all such “Particulars” mentioned as such in the contract. The same shall also include the latest additions including all Addenda, Corrigenda for relevant Indian Standard Specifications or other relevant codes.</p> <p>“Temporary Work” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.</p> <p>“Completion Certificate shall mean the certificate to be issued to the Society by the P.M.C / Society legal advisor upon satisfactory completion of the various provisions of the contract. The developer shall apply for the completion certificate from the society after handing over to the Society documents including but not limited to the following:-</p> <p>Full occupancy certificate by MCGM.</p> <p>Assessment order for property tax.</p>
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	<p>Permanent water, power, Gas ssss& telephone connection.</p> <p>Completion & Testing & commissioning certificate from Builder's consultant.</p> <p>Original approved plans, CC, IOD, OC, Fire NOC, Lift certificate Aviation Authorities Clearance etc. (PMC to crossverify.)</p> <p>Original copies of "As-Built" drawings 2 (sets) (Soft copy also) to be submitted to the Society.</p> <p>Operational & maintenance manuals (hard & softcopy) for all installed equipment's in the building & original guarantee shall be handed over to the Society.</p> <p>Original guarantee of all equipment's installed in the building shall be handed over to the Society.</p> <p>Original Agreement and guarantee of waterproofing & Antitermite treatments, developer shall furnish guarantee for period of 10 years from the date of handing over premises to members.</p> <p>Removal of all developers / his sub-developer assets, debris, wastes etc., temporary power and water connection and his personnel from site.</p> <p>"Defect Liability Period" in relation to a work means the specified period from date of issue of completion certificate up to two years.</p> <p>"Expected risks" are risk due to riots and civil commotion war, act of god such as earthquake and unprecedented floods and other cause over which the Developer has no such control and accepted by as such by the Society.</p> <p>"Urgent Works" shall mean the urgent measures which in the opinion of the Society's Consultant become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for Security.</p>
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2) Bidding Document	The bidding document is a non-transferrable document that shall not be transferred to any other agency without the specific prior written permission of the tender inviting authority.
3) Bid Validity	Bid shall remain valid for acceptance for 6 months (180 days) from the opening date of the bid. The bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period unless specifically asked and permitted by the owner. The validity of the bid shall be extended as and when required for the period as requested by owner in writing and agreed by the bidder.
4) OWNER'S RIGHTS	Owner reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, or to reject all bids with or without assigning any reason. Such decision by OWNER shall bear no liability whatsoever consequent upon such decisions. The intending Tenderer as a pre- requisite must produce documentary evidence (s) of all documents required as per tender and submit along with the techno commercial part of their offer. In case of non-submission of above documents or submission of incomplete documents as per tender along with envelope Part-I, OWNER reserves the right not to evaluate such offers further and not to enter in to correspondence in this regard after the opening of offer.
5. Termination of Development Agreement:-	If the IOD is not obtained within six months after signing of development agreement then the society shall be entitled to terminate the development agreement.
6. Inspection of Site and Sufficiency of Tender	The Developer shall inspect and examine the site and its surrounding and shall satisfy himself before submitting this tender as to the correctness and sufficiency of his tender for the works.

<p>7. Scope of Technical Services and Civil Work</p>	<p>Quality Control and Time Schedule Control of site work is the most important scope of services. The Developer shall deploy required number of supervisory, skilled / unskilled and auxiliary labourers as required for the work and comply with such reasonable instructions of the Society or Society's Consultant.</p> <p>The Developer shall remain liable to perform, fulfil all the obligations and responsibility under the contract for the workmanship and satisfactory performance of the work in all respects.</p> <p>Construction Schedule: Developer shall furnish a detailed construction schedule with bar chart / PERT network indicating the physical and financial completion with the tender document.</p> <p>The Developer shall discuss with the Society's Consultant the construction sequence and program to achieve completion of work as scheduled. Before commencing the works, Developers shall apply to the Society's Consultant through Society for his approval of the following:</p> <p>Drawing showing the general arrangement of his temporary building, access roads and other temporary works as per the requirement of site.</p> <p>General information regarding all constructional, plumbing, washing of sand and aggregate, excavation, piling, haulage erection and other plants and equipment's which need to be deployed for timely completion of work.</p> <p>Provisions for dealing with water encountered on the works.</p> <p>Arrangement and methods of execution including all devises, whatsoever for the construction of the whole of the works.</p> <p>Any other specific relevance to the contract, if requested by the Society's Consultant.</p>
<p>8. Time being Essence Of Contract</p>	<p>On this job, the timely completion of the work is of prime importance and the work shall be completed within the stipulated period. The Developer shall adhere to his action plan and work schedule as mentioned in the above point, as it is deemed to be essence of contract on the part of Developer. Developer has to agree that the work shall be commenced and carried on in the order of precedence as may be directed by the Society / Society's Consultant.</p>

	<p>The progress of work shall be checked at regular intervals and percentage progress achieved shall be commensurate with the time & progress to be achieved as per the milestones stipulated.</p> <p>Developer shall submit to Society with a copy to the Society's Consultant, progress report every fortnight in a joint meeting along with society representatives and PMC indicating time progress of work and give recovery plan.</p>
<p>9. Society's Consultants Role (PMC role)</p>	<p>The Society's Consultant, M/S V S TECH & ASSOCIATES PMC and to review the progress and the quality specification of the work and to determine in general shall station a senior site engineer at site to monitor whether the work conducted is of specified quality as described in the contract and to ensure the safe and proper progress of work. All papers /materials shall be furnished to the satisfaction and approval of the Society's Consultant. The Society Consultant, in consultation with the Society, shall have authority to stop the work whenever such stoppage may be necessary in his opinion to ensure proper execution of contract.</p> <p>The Society shall have the power and authority from time to time or at all times to make and issue such further instructions and directions as may appear to the Society's Consultant necessary or proper for the guidance of the Developer and the good and the sufficient execution of the works according to terms of the specifications and Developers shall receive, execute, obey and be bound by the same according to the true intent of the meaning thereof, as fully and effectual as though same had accompanied or had been mentioned or referred to in the position of any work completed by the specifications or may thereby to be omitted, in regards to the following:</p> <p>Variation or modification of the design.</p> <p>The quality and quantity of work or the addition or omissions or substitution of any work.</p> <p>Any discrepancy in or divergence between the drawing, details and / or specifications.</p> <p>The removal and / or re-execution of any work executed by the Developer.</p> <p>The dismissal from the work of any person employed there on</p> <p>The opening up for inspection of any work already covered</p>

	<p>by Developer.</p> <p>The amending and making good of any defect under Defects Liability Period.</p> <p>The removal from the site of any materials brought thereon by the Developer and substitution of any other material thereof.</p> <p>Postponement of any work to be executed under the provision of this contract. Compensation arising out of delay in execution of work shall be to the account of Developer. The existing society compensation for such delay partly in respect of.</p> <p>Compensation per month and Corpus Fund.</p> <p>Liquidated damages (w.r.t. the loss that will be incurred by the existing members arising due to such delay viz leave & license compensations, transport charges, Brokerage etc. The member wants to let the premises as Leave & Licensee etc.).</p> <p>If at any time, the Developer's method(s), materials or equipment(s) appears to the Society's Consultant to be unsafe, workmen or public, the quality of work or the rate of progress required, he may order the Developer to increase their safety, efficiency and adequacy and the Developer shall comply to such orders. The failure of the Society's Consultants to make such demands shall not relieve the Developer of his obligation to secure the quality, the safe conducting of the work and the rate of the progress required by the contract and the Developer alone shall be and remain liable and responsible for the safety, efficiency and adequacy of his methods, materials, working force, equipment's and timely completion of the job. Any kind of directions, approvals given, acts done or any agreement / understanding entered by the Society's Consultant or its representative(s) with respect to the subject redevelopment have to be supported by the approval of the Society. It must be ensured by the Society's Consultant as well as the Developer. The Developer shall ensure and apply for following to society PMC for approval / review but not limited to following.</p> <p>Approval / review shall be discretion of the society / PMC.</p>
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Developer shall ensure correctness of plans prepared for compliances with all regulatory provisions including but not limited to MCGM, CFO, and Ministry of Aviation etc. And that no infringement of any rule of law in force has been caused in the proposal and submit to PMC for approval/ review.

Developer shall ensure correctness of area calculation given and ensure that area calculations given by the developer and certify that all area and FSI calculations are correct in accordance with existing rules, regulations and standards and submit to PMC for approval/ review. PMC in turn will submit to the Society for approval.

Developer shall ensure the carpet area of as per sanction area, area of parking and their numbers, and existing FSI consumption including calculation of unutilized FSI if any, with due calculations thereof and preparation of plans as may be required and submit to PMC for approval / review.

Developer shall ensure compliances with all conditions of IOD and CC and plan approvals including conditions of various NOCs issued for the project & submit to PMC for approval/review.

Developer shall ensure that he / they has not caused any deviation from the sanctioned plans and designs and submit to PMC for approval / review

Developer shall ensure his representative attend society regularly by attending its meetings, on various issues regarding redevelopment from time to time till completion and submit his view to PMC.

Advice changes in the interest of society and its members for plans submitted by various developing companies.

To arrange to set the necessary documents related to property card, CTS Plan, occupation plans, DP remarks, title documents.

Report progress on 15 days' basis based on the planning schedule along with recovery plans.

The PMC shall exercise proof check of all the documents including design, execution program, quality assurance measurements, specifications, supervision etc. prepared / adopted by the developer and ensure the compliance thereof for items such as foundation design, structural design of the superstructure, fence wall, terrace, WC, sanitary fitting, flooring, electrical points, drainage piping, Site fire protection,

	<p>Paving, Curbs and gutters, and sidewalks, land scape design, water proofing, corrosion resistance measures, Rain Water harvesting / Solar / Electric Car Charging Points / RCC drawings and other critical items deem necessary by “ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.”</p> <p>To check the structural members before casting for conformity with design.</p> <p>Design review, progress review and full time site supervision.</p> <p>PMC shall have stationed one full time competent Civil engineer supervisor and ensure that all works are carried out strictly in accordance with approved drawings, specifications and best engineering practices.</p> <p>Review all drawings and designs for regulatory and code compliances, contract provisions and structural design requirement and architectural intent and get these corrected appropriately.</p> <p>Stamp and sign all drawings in token of having checked their correctness as above and monitor ensure that only such drawings are released for execution and work carried out accordingly.</p> <p>The developer shall intimate the PMC the exact dates of casting important structural members, criticality shall be defined by PMC / Society.</p> <p>The developer shall ensure that buildings earth quake resistance and the report given by developer for structural stability report and submitted to PMC for approval / review. One set of all the documents shall be kept in custody with the PMC as precautionary measures (like fire, theft, flood etc.) and shall be handed over to society in general body after proper handover is made.</p> <p>All the papers shall be signed and sealed by the PMC to support its Authenticity before construction. PMC shall prepare a master index of all documents / drawings receives from the developer for approval / review and submit along with Fortnightly progress to society.</p>
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10. Approval from PMC	The PMC shall liaison with Developer for “interface “and the Developer shall be required to submit / provide / furnish all documents / drawing before initiating approvals from PMC before commencing any related work at site.
11. Role of Society’s Consultant’s Representative	The duties of the representative of the Society’s Consultant are to check, watch and supervise the work and to test and examine any material to be used on Work, workmanship employed in connection with the works. He shall have no authority to make any variation in the works unless otherwise directed by the Society.
12. Professional Charges to be remitted to the society.	On issuance of LOI to the successful bidder and before signing the Development Agreement, the successful bidder shall remit to the account of “ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.” (AACHSL), KANTI NAGAR, OPP. JAIN MANDIR BEHIND JB NAGAR, ANDHERI (EAST), MUMBAI-400059.the following:- Professional fees toward PMC–23, 00,000/-+GST Professional fees toward Legal Advisor Solicitor– 11, 00,000/- (Rs. Eleven lacs) Professions Fees for Legal Adviser Advocate at actual. Additional amount if any payable to above or any other services incurred by the society shall be reimbursed by the successful bidder provided such additional amount is finalized before signing the Development Agreement.
13. Written Communication	The communication by either or all the three party’s viz. Developer, Society’s Consultant M/S V S TECH & ASSOCIATES and Owner shall always be in writing. Any verbal communication will have no binding on any of the parties and will not be accepted for any reason whatsoever. There are no other understandings between the parties other than as set forth in the Contract. All communications, made prior to the date of contract are hereby abrogated and withdrawn unless such communications are made a part of the contract.
14. Partial Acceptance of Works	Interim [Partial] Acceptance of sections of the work by the Society and Society’s Consultant executed by the Developer for the purpose of formal agreement and / or process of paper work etc. for start of construction in part or full, equipment erection, piping, electrical work and similar works shall not constitute of any portion of this contract and shall not be construed, so as to prevent the Society’s Consultant / Society from requiring replacement of Developer or defective work that may become applicable Compensation after the said provisional acceptance.

15. Liquidated Damages	<p>If the Developer fails to complete the works / items of work in all respect and handover the same to the Society's with in the stipulated or approved extended time, Developer shall pay to the Society's liquidated damages(LDs) for such default as against each milestone as a penalty of Rs.5,00,000/- (Rupees Five Lacs only) at each stage of work and if work will not be completed within 3 months again Rs 5,00,000/-will be penalty, till each milestone work will not complete at each stage of work with time limits as given below</p> <ol style="list-style-type: none"> 1. Completion of RCC work upto plinth level within 6 months after Start of the work. 2. Completion of RCC works upto 5th floors within a period of 12 months after start of the work. 3. Completions of entire RCC work including overhead water tank and lift room within a period of 20 months after start of the work. 4. Completion of external and internal brick work along with plastering within a period of 22months after start of the work. 5.Completion of entire work including painting, electrification and water supply and drainage work within a period of 24 months after start of the work <p>The deductions of such LDs shall not relieve the Developer from his obligation to complete the works or from any other of his obligations and liabilities under the contract.</p>
16. Developer to preserve Peace	<p>The Developer shall, at all times during the progress of the work, take all requisite precaution and use his best endeavours for preventing any riotous or unlawful behaviour by or amongst the workers and others employed on the works and for the preservation of peace and protection of the inhabitants and the security of the property in neighbourhood of the works.</p>
17. Insurance Liability	<p>From commencement to completion of the works, the Developer shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to save the expected risks and shall at his own cost repair and make good the same so that at completion, the works and all the Society assets shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions of the Society's Consultant.</p> <p>a)Minimum Third Party Insurance Rs. 25,00,000/- (Rs. Twenty Five Lacs Only .) for single accident for maximum 5 accidents initially and to be renewed as required. Before commencing the execution of the works, The Developer shall insure against his liability of any material or physical damage, loss or injury which may occur to any property including any employee of the Society, Resident / Occupant of Society / visitor to the Society members and the Society's Consultant and its representatives, by arising out of the</p>

	<p>execution of works or in carrying out of the contract. Such insurance shall be affected with an insurer and in terms approved by the owner or Society or Society's consultant's representative. The policy or policies of insurance and the receipts for the payment of the third party Compensation premiums.</p> <p>b) Workmen's Compensation Policy The Society shall not be liable for or in respect of any accident or injury to any workmen or the other persons in the employment of or working for the Developer. The Developer shall insure against such Liability with an insurer approved by the Society. The developer during the entire course of redevelopment works shall insure workmen employed for works in accordance with the provision of Workmen Compensation Act and indemnify the society and keep it indemnified from all cost, claim, charges or legal action arising due to accident or injury to any workmen or other persons employed at the site of redevelopment.</p> <p>c) Contractor's All Risks [C.A.R] Policy The Developer shall insure at his own cost and in the joint name of the Society and the Developer for the following: The work at the contract price to get herewith the materials for Incorporation in the works at their Replacement value. All plant and equipment and other things brought to the site by the Developer at their replacement value The insurance shall be against all losses or damages from whatever causes, other than expected risks, for which the Developer is responsible under the contract. The insurance cover shall be of entire period of contract and for any loss or damage occasioned by the Developer in course of any operations carried out for the purpose of complying with his obligations under mentioned clause. Such insurance shall be affected with an insurance company and in terms approved by the Society's Consultant and the Society", and the Developer shall, whenever required, produce the policy or policies and the receipt of the payment of the CAR</p> <p>d) Compensation premium. The C.A.R policy shall cover all risk including the risks due to defective design, faulty construction, human error, failure of machinery or equipment, natural disasters, any act to God, theft, fire, pilferage etc. W/o any exceptions. "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." shall be the 1st beneficiary of the policy. The insurance shall be against all losses or damages from whatever causes to life and property of the developer and his works society, consultant and third party. All the insurance covers mentioned above shall be kept alive during the complete span of the project i.e. till completion certificate is issued by the PMC & completion of Defect Liability Period. Society or Consultant is in no way responsible for any lapse in insurance.</p>
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18. Compliance with Statutes, Regulations, etc.	Developer shall confirm to provisions of any Act of Legislature relating to the works and / or any other Regulations as shall be applicable. Developer shall arrange to give all the notices required by the said Acts, Regulations, Bye-Laws to any authority or any public officer, pay all fees that may be payable in respect of the works and lodge the receipt with the Society's Consultant.
19. Taxes	The Developer shall pay the necessary Income Tax, Works Contract Tax, GST, Service tax whichever applicable, PF, E.S.I.C and all other government dues such as Stamp Duty, if any The certificates for the same shall be submitted to the Society along with documentary proof. The Developer shall always indemnify the Society for any lapses on part of Developer to pay any of the taxes even after completion of work. All charges on account of GST, other duties on material obtained for the work from any source including the tax applicable as per Maharashtra Sales Tax Act the transfer of Property in the goods involved in the execution of works contract (re-enacted) Act 1991 etc. shall be borne by the Developer. In the event of any increase in existing taxes or introduction of new taxes by the Govt. (State or Centre) or by local bodies, the same shall be entirely borne by the developer.
20. Completion certificate	The developer shall apply for the Completion Certificate from the society after handing over to the society documents including but not limited to the following: - Full Occupancy Certificate by MCGM. Assessment order for property tax. Permanent water, power, Gas & telephone connection. Completion & Testing & commissioning certificate from Builder's consultant. Original approved plans, CC, IOD, OC, Fire NOC, Lift certificate, Aviation Authority Clearance etc. (PMC to cross verify.) Original copies of "As-Built" drawings 2 (sets) (Soft copy also) to be submitted to the Society. Operational & maintenance manuals (hard & softcopy) for all installed equipment's in the building & original guarantee shall be handed over to the Society. Original guarantee of all equipment's installed in the building shall be handed over to the Society. Original guarantee of water proofing & Anti termite treatments, developer shall furnish guarantee for period of 10 years from the date of handing over premises to members hand over to the Society. Removal of all developers / his contractor assets, temporary power and water connection and his personnel from site.

21. Defects Liability Period	<p>The developer shall be responsible to make good and remedy at his own expenses during the Defect Liability Period, any defects, which may develop or be noticed before the expiry of the said property from certified date of completion.</p> <p>The Defect Liability Period shall be 24 calendar months from the date of issue of completion certificate by the society's PMC except for the waterproofing treatment, anti-termite treatment and external painting for which the same shall be 10 years. Rs 15,00,000/ (Rs Fifteen lacs only) shall be released on completion of entire work and balance security deposit of Rs 15,00,000/- (Rs. Fifteen lacs only.) will be released after defect liability period of 24 months. Balance security deposit will be retained for the said period of 24 months during the period of the defect liability. Developer shall remain liable to rectify any defects or replace such defective work as may be required by the society or its consultant within reasonable time as shall be decided by the society, in the event of developers' failure to do so, the society will have full rights to rectify such defect or replace the defective work through another agency without any consent of the Developer and deduct the cost thereof from the amounts held towards security deposit.</p>
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<p>22.</p> <p>Employment of Labour and Labour Act</p>	<p>The Developer shall employ the labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Society's Consultant. He shall also not employ an adolescent who has not completed his 18 years. Employment of any labour from Bangladeshi is prohibited.</p> <p>The Developer shall pay the labourers engaged by him on the work not less than minimum wage (which expression shall mean whether for some time or piece of work the respective rates of wages as fixed under the law for the time being in force).</p> <p>The Developer shall comply with the provisions and subsequent amendments [if any] of.</p> <p>Payment of Wages Act, 1936.</p> <p>Minimum Wages Act, 1970.</p> <p>Industrial Disputes Act, 1947.</p> <p>Equal Remuneration Act, 1979.</p> <p>Payment of Bonus Act, 1965.</p> <p>Trades Union Act, 1926.</p> <p>Indian Factories Act, 1948.</p> <p>Maternity Benefit Act, 1961.</p> <p>Society's Liability Act.</p> <p>Workmen's Compensation Act, 1923.</p> <p>Payments of Gratuity Act, 1972.</p> <p>Contract labour [Regulation and Abolition] Act, 1970 and Central Rules Act, 1971.</p> <p>Compensation services Act, 1961.</p> <p>Child Labour [Prohibition and Regulation] Act, 1986. Industrial Employment (standing order) Act 1946.</p> <p>Inter-State Migrant Workmen's Regulation of Employment and Conditions of Services Act.</p>
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	<p>The Building and Construction Worker’s (Regulations of Employment and conditions of service) Act, 1966. Personal Injuri (Compensation Insurance) Act, 1963 and any modifications thereof and rules made thereunder time to time.</p> <p>Employees’ Provident Fund and Miscellaneous Provisions Act, 1952 and amendments thereof.</p> <p>Any other Act or enactment relating thereto and rules framed there - under from time to time or any modification there of or any other law relating thereto and rules made there under from time to time, he will observe and give effect to the provisions of any law for the time being in force and regulating the rights and privileges of the labourers employed by him directly or indirectly. It is the Developer’s responsibility to ensure full compliance with safety security, regulations and all statutory /ESI/ PF requirements in respect of labour employed by him and his sub-Contractor.</p>
<p>23. Temporary Office on Site and Facilities</p>	<p>The Developer shall, at his own cost, provide suitable, proper and water-proof temporary office with doors, windows, locks, bolts and fastening sufficient for security for the Society and the Society’s Consultant and his subordinates as close to the works. (Container Office preferred)</p> <p>The Developer shall also have its office at the premises and have a clerk or some other authorized personnel present at such office, upon whom, any required notices may be served and service of any notices left with such clerk or other authorized person or at such office shall be deemed good service upon the Developer.</p>

24. Sanitation	The Developer shall, at his own cost, make all necessary provisions for health and safety of his employee & worker. He shall when required by the Society's Consultant, provide proper latrines and urinals as per Model Rules for the Protection of the Health and Sanitary Arrangements for workers employed by developer on its Contracts and shall take all steps necessary to compel his work-people to resort to such latrines and urinals. Developer shall provide adequate water supply for the use of the labourers. Developer shall make arrangement for the treatment of sewage by providing septic tanks and for draining away sewage water. Rules and regulations in regards to sanitation of local authorities shall be made applicable to the Developer and all the cost and any local taxes thereof shall be borne by the Developer. All charges on these Accounts shall be borne by the Developer. The Developer shall be held responsible to keep the environment of the site free of any pollution and take all such precautions for keeping the site free of any waste material / water during all time. The Developer shall be held responsible to keep the environment of the site free of any pollution and take all such precautions for keeping the site free of any waste material/water during all times.
25. Debts and Loans	The Developer shall not be entitled to raise any financial assistance / Loan from the Banks / financial institutions or any other person by offering the said Plot or construction or part thereof as security. Except developer sales components other than members area and 2000 sq ft lien area of society , developer will raise funding only for said projects only. The Developer is required to furnish to the society every quarter during the progress of the work, verified statement showing the Developer's total outstanding debts in connection with the work covered by this Contract.
26. Material obtained from Excavation	All soil, filth and other matter of an offensive nature taken out of any excavation trench, sewer drain, cesspool, or other place shall not be deposited on the surface but at once carted away by the Developer. He shall satisfactorily dispose of all rubbish resulting from the operation under this contract and shall do all the work necessary to restore the territory within the site of his operations and make good condition on site. The beginning of the work, the Developer shall remove the excess earth, Shuttering and scaffolding material from the work site as and when instructed by the Society / Society's Consultant. If gold, silver and other materials of any description and all precious stones coins, treasure relics, antiquities and other similar things which may be found in under or upon the site, shall be the property of the Society. And hence handed over to society and acknowledgement of secretary /chairman / treasurer shall be taken.

<p>27. Use of Society's Land</p>	<p>The Developer will be allowed to use the portion of site defined and/ or marked on site place free of charge for the temporary purpose of sheds, offices thereon for themselves and the Society and Society's Consultant and his subordinates, and shall remove the same from the ground at the completion of the works, or when required to do so by the Society and Society's Consultant after receiving 7 days' notice. He shall not use or be allowed to use any such ground, sheds or offices or any portion of the site of the works, for any purpose other than the carrying out of the works under this tender.</p> <p>The Developer shall, in such case, pay all taxes, which have to be paid in respect of all ground sheds or offices used as above and all the license fees, etc. that may be demanded for the storage of otherwise under the various articles as per the rules in force. The Developer shall provide, if necessary or required, on the site, all temporary access thereto and shall adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and make good all damage done to the site.</p>
<p>28. Right of Entry</p>	<p>Society and its Consultant and its existing members shall at all times, have free access to the works and / or other place where materials are being prepared for the construction for the contract and also at any place where the materials are being prepared for construction for the contract and also at any place where the materials are lying or from which they are being obtained.</p> <p>Developer shall give necessary facility to the Society and its Consultant or its representative for inspection, examination and test of the materials and workmanship even to the extent of discontinuing portions of the work temporarily or taking down portions of finished work.</p> <p>If any work is to be done at a place other than site of works, Developer shall obtain written permission of the Society for doing so. Except the representative of public Authorities no person shall be allowed on the works at any time, without the written permission of the Society.</p>

<p>29. Materials for Construction</p>	<p>The Developer shall at his own expenses, provide all materials required for the works</p> <p>a. All materials shall be in conformity with the specifications laid down in the contract and the Developer shall, if requested by the Society, furnish proof to the satisfaction of the Society's Consultant Society that the materials to comply.</p> <p>b. The Developer shall, at his own expense and without delay supply to the Society / Society's Consultant, samples of materials proposed to be used in the work. The Society and Society's Consultant shall within seven days of supply of samples or within such further period as may be required, intimate to the Developer in writing whether the samples are approved by the society or not. If the samples are not Approved, the Developer shall forthwith arrange to supply to the Society and Society's Consultant fresh samples for approval complying with the specifications laid down in the contract</p> <p>c. The Society and Society's Consultant shall have full powers to require removal of any or all of materials brought to site by the Developer which is not in accordance with the contract specifications or which does not confirm in character or quality to the samples approved by them. In case of default on the part of the Developer in removing the rejected materials, the Society's Consultant shall be at liberty to have them removed by other means. The Society's Consultant shall have full powers to acquire other proper materials to be substituted for rejected materials and in the event of the Developer refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Developer.</p> <p>d. The Society and Society's Consultant shall be entitled to have tests carried as specified in the contract for any materials supplied by the Developer other than those for which, as stated above, satisfactory proof has already been produced, at the cost of Developer and the Developer shall provide at his expense all facilities with the Society's Consultant may require for the purpose. If no tests are specified in the contract, and such tests are required by the Society's Consultant, the Developer shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Developer. The cost of the materials consumed in test shall be borne by the Developer.</p>
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<p>30. Materials to confirm for Specifications</p>	<p>All materials and workmanship shall so far as procurable confirm strictly to requirements in accordance with the drawings and as described in the specifications and in accordance with the Society's instructions. The Developer shall on the request of the Society's Consultant, furnish proof to his satisfaction that they so confirm and if required, shall also furnish all invoices, Accounts, receipts, and other voucher for the purpose.</p> <p>However, the Developer shall before he places the order for supply, furnish to the Society and Society's Consultant at his own expenses, samples of material including patented products and those under specific makes proposed to be used in the works, well in time. Not with standing prior approval by Society's Consultant of such products and makes, such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases when makers / manufacturers have test certificates for their goods, photocopies of such test certificates shall be produced by the Developer along with the samples. The Society and Society's Consultant will within two weeks of the date of supply of samples or within such further period as it may, depending upon each case require, intimate to the Developer whether the samples are approved by them or not. If the samples are not approved, the Developer shall forthwith arrange to supply to the Society and Society's Consultant for their approval, fresh samples complying with their specifications. The approved samples bearing distinct marks of identification of such approval shall be displayed by the Developer, at his own expenses prominently at site, during the entire construction work, for verification, etc.</p> <p>The Society's Consultant shall be entitled to have tests carried out on the work or its parts of accessories, either during its progress or on completion where and when deemed necessary. Or for any materials incorporated in the work / installation supplied by the Developer have been accepted and passed for incorporation</p> <p>The Developer shall maintain at the site, comprehensive registers, posted up to date, showing the nature of the materials and their identification marks, dates and results of all tests. The representative of the Society's Consultant at the site shall counter sign such registers and the extracts from the registers shall be posted regularly to the Society's</p>
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	<p>Consultant and the Society. The form of the registers shall be mutually settled.</p> <p>The cost of the tests and of the materials and labour and equipment, If any, involved in the testing operations shall be done by the Developers in all cases.</p> <p>The methods of sampling, the nature and the extent of the tests to be carried out shall be in accordance with the relevant I.S.I specifications unless otherwise provided. The names of the laboratories or test houses in which the tests are to be carried out should be approved by the Society's Consultant.</p> <p>Ready mix equipment & QA.(Quality Assurance)</p>
31. Storage of Explosives	<p>No inflammables / explosives (within the meaning of Indian Petroleum Act, Indian Explosive Act) shall be allowed to be stored within the site or within half a kilometre of the limit of the site. If required, the Tenderer shall do so under requisite license and with all precautions in compliance with the relevant Acts.</p>
32. Inspection and Approval	<p>All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Developer shall give the notice to the Society's Consultant when each stage is ready. In a default of such notice, the Society in consultation with the Society's Consultant shall be entitled to appraise the quality and can extend there of consequent cost shall be borne by the Developer. No work shall be covered up or put out of view without the approval of the Society's Consultant and the Developer shall afford full opportunity for examination, measurement of any work, which is about to be covered up or put out of view and provide opportunity for examination of foundation before permanent work is placed thereon. The Developer shall give due notice to the Society and Society's Consultant whenever any such work for foundation is ready for examination and they shall without any unreasonable delay, inform the Developer in writing, attend for purpose of examining and measuring such work or examining such foundations. In the event of the failure of the Developer to give such notice, he shall, if required by the Society and Society's Consultant uncover such work at Developer's expenses.</p>

	<p>The Society and its representatives shall have powers at any time to inspect and examine any part of the works and the Developer shall give such facilities as may be required for such inspection and examination. Quality assurance Plan to be approved by PMC given by the Developer before the LOI.</p>
<p>33. Termination Of Contract by Society</p>	<p>The society without prejudice to any other rights or remedies can terminate the developer employment after giving 30 days' notice to the developer under the following conditions:</p> <ul style="list-style-type: none"> a. Suspension of work before completion without any justified reasonable cause. b. Any kind of Failure to maintain schedule of work for a certain fixed period c. Any kind of Failure to replace defective materials and work after giving due notice. d. Repeated failure to adhere to specifications and methodologies mentioned in the contract. e. If the Developer is adjudged bankrupt. f. Any kind of Failure to commence the work. g. If in the Society's Consultant's opinion, the Developer is not exercising due diligence and proceeding with such dispatch as will enable the works not to be duly completed in time. h. Any kind of failure of Developer to proceed with the work for any reason independent of prevention by Society. i. Any kind of failure of Developer to proceed to the satisfaction of the Society or Society's Consultant. j. Subletting the contract / redevelopment of said building to any third party. k. Any kind of Failure to adhere to the clause of safety and insurance. l. If the Developer has offered or given or agreed to give any person, any consideration of any kind as an inducement or reward for obtaining or execution of this contract. m. Obtained contract with the Society as a result of ring tendering or any other non-bonafide methods of competitive tendering.

	<p>n. Developer being guilty of any default in the fulfilment of the contract.</p> <p>o. The Developer leaves the work unfinished.</p> <p>p. The Developer renouncing material from site and failure of Developer to maintain the works.</p> <p>q. Developer makes any arrangements with his creditors / lenders for his dues or Developer is put under supervision of his creditors / lenders.</p> <p>r. Fails to maintain his solvency as desired.</p> <p>s. Submits any incorrect information.</p> <p>t. Any other material, event that may affect the execution of work.</p> <p>u. Developer is proclaimed as an offender under the law.</p> <p>v. Found guilty of misrepresenting the information / facts.</p> <p>After the termination, the balance work will be completed at the risk & cost of the developer by the encashing the bank guarantee. All constructed portion, materials at the sites shall be the property of the society & the developer shall have no rights of any claim whatsoever. The Society will take possession of the premises with all temporary buildings, plants, machinery, appliances, goods and the materials that were intended for the completion of the work. Thereafter, the Society may finish the work by whatever method they may deem expedient. Developer shall not be entitled for any compensation whatsoever.</p>
<p>34. Arbitration</p>	<p>All disputes or differences of any kind, whatsoever, which shall any time arise between the parties to the final contract, touching or concerning the works or execution of the contract, remaining operation or effect thereof or to the rights of the liabilities of the parties or arising out of or in relation there to whether during or after determination, for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expenses to be final and binding), shall first be short out amicably by Managing committee, societies nominated PMC, society legal advisor and the Developer. If not solved amicably than after written notice by either of party within 15 days of occurrence will be referred to the arbitration as per the revisions of the Arbitrations and Conciliation Act, 1996. The award of the arbitrators will be final and binding upon the parties hereto. The arbitrators will have summary powers and shall be entitled to give interim directions and awards from time to time and the arbitration shall always be held in Mumbai and the courts in Mumbai shall alone have jurisdiction in the matter.</p>

35. Maintenance Of Underground Utility Services	Before start of the work the developer shall cause the removal of all underground utilities from site by respective service provider. All the underground utility services such as water pipes, gas pipes, drains, sewer cables, etc. which may be met up or about any excavation, shall if the Society's Consultant deems it practicable, be properly maintained and protected by Developer himself or through any other agency by means of shoring, shuttering, planking over, padding or otherwise as directed by the Society's Consultant during the progress of the work. Any damages to the underground utility services shall be immediately remedied by the Developer at his own cost, failing which, the Society's Consultant may without notice, adopt such measures as he may deem necessary at the risk and the cost of Developer.
36. Fencing, Watching And Lighting	The Developer shall provide and maintain by his own expenses all lights, guards, fencing and watching cabin when and where necessary or as required by the Society for the protection of the work. In the event of failure on the part of the Developer the society consultant may, with or without notice to the Developer, put up a fence by barricade complete area by 24 ft. Height of G.I. sheets properly fixed to M.S. structures & fixed firmly in ground or improve fence already put up or provide and or improve the lighting or adopt such other measures as he may deem necessary and all the consequent caused shall be borne by the Developer. But Developer will not, at any remove or make point of time remove or make to remove, abolish, destroy, damage or change the compound Walls, in part or full. If original compound territorial walls are removed or made to be removed or damaged then it will have to be restored on immediate basis ,failing which it will be treated as breach of contract/ trust/ obligations leading to cancellation of contract.

37. Protection of trees and Eco-friendly development	The trees designated by Society's Consultant shall be protected from damage during the course of the work and earth level within one meter of each such tree must not be changed wherever necessary such trees shall be protected by temporary fencing. All such cost shall be borne by the Developer. Further, the Developer shall comply with all the other rules and regulations with regards to eco-friendly development.
38.Name Board	The Developer may display clearly on a display board the name of the works, the name of the Developer, the name of the Society's Consultant (PMC), Legal Advisor for the full duration of the work.
39. Conditions of force-de-majeure Clause	<p>The terms "force-de-majeure" shall mean act of god i.e. war, revolt, riot, fire, flood , Covid and tycoon are covered under act of god.</p> <p>Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 72 hours of the aligned beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.</p> <p>The time for performance of the relative obligation suspended by the force-de-majeure shall then stand extended by the period of delay which is directly caused by the force de majeure event.</p>
40. Stamp duty ,GST & Registration shall be borne by the Developer	<p>Registration, GST & stamp duty charges for development agreement with society.</p> <p>Registration, GST & stamp duty charges for tri party agreement for Permanent Alternative Accommodation.</p>

CHAPTER-(7) SPECIAL CONDITIONS OF CONTRACT

- a. Special condition of contract shall be read in conjunction with general condition of contract; technical specification of building work, drawings and any other documents forming part of this contract wherever required so.
- b. Wherever it is mentioned in the specification that the contractor shall perform certain work and provide certain facilities, it is understood that the contractor shall do so at his own cost
- c. The material design and workmanship shall satisfy the relevant Indian standards, the job specification contained herein and codes referred to. Where the job specification stipulate requirement in addition to those contained in the standard codes and specification, these additional requirements shall also be satisfied. In the absence of any standard / specification / code of practice for detailed specification covering any part of the work covered in this tender. The instruction / direction of the Engineer-in- Charge will be binding on the Contractor.

1) Introduction	The Special Conditions of Contract are to be read in conjunction with General Conditions of Contract.
Scope of Work.	<ol style="list-style-type: none"> a. The scope of work under redevelopment agreement shall include but not necessary limited to following. b. Successful bidder has to note that after getting LOI/MOU to get Conveyance Deed / Deemed Conveyance of plot no. 6 in name of society and transferred Property Card of both the plots 6 & 7 in name of society, and expenses towards the same will be borne by Developer, same will be done within a period of maximum 12 months. c. Collecting all information. Required for preparation of drawing and procure mandatory approvals, sanction from various regulatory auto writers from Government Municipal Corporation & other local statues required under the redevelopment by laws. d. Procure necessary additional FSI, Fungible FSI, TDR and obtain such concessions as may be necessary for redevelopment of the society as per the terms of agreement. e. Carry out all site enabling work including demolition of existing building (after the same is handed over) construction of temporary works / facilitation installation of temporary power and water connection and measure necessary for protection of health and environment. f. Preparation of drawings and design obtaining all mandatory statutory approvals prior, during and past construction of new building as required under law. g. Construction of new building and handing over possession as per the approved plans and in accordance with terms and condition of their agreement and maintaining the redevelopment building till the end of Defects Liability Period. h. No cluster / slum development will be taken at any point

	<p>of time. Bidder/ Developer will not be permitted to assign, nominate, delegate or sell, or share, sub contract project, merge, club, takeover, amalgamate, joint venture, our project with any other project specially with neighbouring plots, at any point of time. "ASAWARI APARTMENTS CO-OP HSG SOC LTD" project will be a stand- alone project by itself.</p>
a) Substructure / Foundation	<p>Excavation, raft footing, Basement car parking area with box type waterproofing treatment. Masonry for plinth wherever required Damp-proof Course to plinth beam. Foundation as per design. Earth work including dewatering for lift pit. Earthwork in dressing and rubble soil.</p>
b) Sub structure above Plinth Level.	Anti-Termite treatment.
c) External Brick Walls & Internal Partition walls.	<p>P.CC / R.CC work in lift including dewatering, PCC in grade slab. Waterproofing of lift pits with box type waterproofing.</p>
d) External Plaster & Internal Plaster.	<p>P.CC Work / R.CC Work like Frame work, Underground water storage tank with box type waterproofing. Superstructure Civil Work</p>
e) Waterproofing work.	Brick / ACC Blocks masonry work (internal & external).
f) Tiling work.	Plastering work (Internal and External).
g) Fastening & Fixture Work inclusive Carpentry work.	<p>Waterproofing of F.B. / niche / Terrace, Toilet, Lofts, Kitchen, Nahani area, overhead water storage tanks, fire fighting tank. Flooring and Dado work including of bathrooms, Toilet Blocks And Kitchens Tiling Work.</p>
h) Plumbing Work	<p>Timber and Metal Joinery (Doors, Windows and Sundry Metal works) & fixing anodized aluminium windows. Water supply lines from O.H. Water tank to each unit shall be telescopic Water supply rising main from U.G. to O.H. Tank. C.I. / P.V.C. drainage in plumbing and sanitary work up to first conical manhole of peripheral network outside the building. Rain water pipe from terrace. All sanitary fittings and fixtures to be with concealed piping.</p>

i) Painting & Polishing work	Painting (Internal and External), Texture finishes Polishing to wooden members.
j) Utilities	Over Head & Underground water tanks. Civil work concerned with lift well, lift machine room, lift shaft Pump room, Gym, Society office, Watchman Cabin,
K) Common Area Development.	Rain Water Harvesting and substation etc. A.C. Cut out unit for each A.C. Drainage outlet. Roads, paving, plinth protection and footpaths Storm water drains up to Municipal Corporation's peripheral network from 1st manhole outside building. External drainage from 1st conical manhole up to Municipal Corporation's peripheral network. External water supply from Municipal Corporation's peripheral network tapping point up to Under Ground Tank. Bore well, Landscaping. Compound wall with gates.
l) Electrical Works.	All the wires and cables shall be FRLS. Fibre optics back bone up to each flat with structural cabling up to each flat. Timer sensors and water level controllers for operations of pumps and common area lighting. Installation of Water pumps and control panels with required electrical work and safety service slabs at all floor levels. Common area lighting shall be LED. Provision for installation of split A/C is including installation of condenser area pipe and refrigeration piping from O / U to I / U. All electrical cabling, conducting, wiring, DB's, ELCB, RCBO, MCB, fittings, lightings fixtures in common areas, panels boards, including material panel and energy meters within the building up to meter room on first floor, including telephone tag blocks and splitter box. Ear thing including earth pits and earth conductors, lighting arrestors, etc. Electrical work for lighting and cabling for lifts in lift shaft up to life m/c room, for pump rooms and pumps. Telephone wiring from telephone tag blocks at first floor up to the telephone socket outlets in the flats Wiring for cable television network from splitter box at first floor up to the T.V. socket in the flat including necessary splitters tap-offs. CCTV and intercom shall be provided for every flat. Ducts and conduits for cabling and internet, telephone, etc. Providing passenger lift car installation with lift machine room, substantial electrical work including cabling for lifts up to lift m/c room.

m) Fire & Electronic Security.	<p>Connections up to Back – up generator, Including the back- up generator for all essential services viz. lift, fire pumps, common area lighting. External Electrical development including area lighting, street lights, work in substation, lifts, etc. Electrical vehicles (EV) charging points to be provide in each parking slot.</p> <p>Designing, getting approval from Chief Security Officer, installing of firefighting and electronic security equipment, cameras, wet riser system inclusive of G.I. piping loop around at Ground level / Stilt, fire hydrant, fire alarm, intrusion alarm etc. including installation of electrical work. Fire alarm and gas alarm in kitchen. Heat detectors and sprinkler as per mandatory requirement of firefighting system.</p>
3) Security Deposits	<p>5 Cr. (Rupees Five Crores only) bank guarantee from nationalized bank validity up to existing members occupies the redeveloped new premises after the Municipal Corporation of Grater Mumbai has issued Occupation Certificate for the new structure on the Society’s property. Also 2000 sq ft of saleable components to be kept as lien with society.</p> <p>The successful bidder shall, within 14 days of Signing of Development Agreement execute Performance bond in the form of irrevocable Bank guarantee from a Nationalized bank, for an amount of Rs. 5,00,00,000 (Rupees Five Crores Only) executed in favour of “ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.” with a validity for the period of 24 months, in addition the developer shall deposit a sum of Rs. 25,00,000/- (Rs. Twenty five lacs Only) along with earnest money deposit of Rs. 5,00,000/- (Rupees Five Lacs Only) converted in to security deposit which shall not bear any interest to be returned as follows:-</p> <p>a. The B.G’s and lien will be returned on successful completion of all works as defined under the definition of “Completion Certificate” within the contract period.</p> <p>b.50% of the cash security deposits i.e. Rs. 15, 00,000/- (Rupees Fifteen lacs only) shall be returned on completion works as defined under the definition of “Completion Certificate”.</p> <p>Remaining 50% i.e. Rs. 15, 00,000/- (Rupees Fifteen lacs only) shall be paid back after successful completion of Defect Liability Period, i.e after 24 months.</p> <p>c. Amount if any recoverable by the society from the developer under the terms of agreement shall be adjusted against the security deposit or can be recovered by encashing BG and Lien.</p>
4) Project Security T.D.R. /F.S.I. & Fungible FSI	<p>Be purchased and loaded in the name of the “ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.”, KANTI NAGAR, OPP. JAIN MANDIR BEHIND JB NAGAR, ANDHERI (EAST), MUMBAI-400059. with all shall rest with society alone rights to sale or utilize.</p>

5) Sequence of Activities	<p>a. Letter of Intent [L.O.I] / MOU L.O.I / MOU will be issued to the DEVELOPER as appointment for redevelopment.</p> <p>b. Survey of the Premises As society had done total stationing survey and also done carpet area of each flat which are attached herewith and no survey shall be conducted for the same and carpet area mentioned in annexures treated as MOFA Carpet area.</p> <p>c. Development Agreement with the Society The Tenderer whose tender is accepted after LOI / MOU must obtain deemed Conveyance Deed / Deemed Conveyance of plot no. 6 and registered name in Property Cards of plot no 6 & 7 After that selected developer shall enter into a regular Development Agreement with the Society containing the required terms and conditions including those mentioned in the entire tender document. The draft of such a Development Agreement shall be forwarded by the successful Tenderer to the Society within a year from the LOI after getting Conveyance Deed & Property Card in name of society and thereafter the Society and the successful Tenderer will jointly pursue finalisation of such a draft so as to ensure that the Development Agreement is duly executed and registered at least within 8 weeks after the successful Tenderer has so given draft thereof to the Society. The Tenderer, his legal representative, executors, administrators etc. shall be bound for full and complete execution of the contract. The Tenderer whose tender is accepted shall be required to present himself in person at the office of the society after the issue of Letter of Intent to execute the agreement in the proper form. Failure to furnish the Security Deposit or to execute the agreement within the time specified, shall constitute a breach of agreement attached by the acceptance of the tender, in which case, the EMD accompanying the tender shall be forfeited by the Society as Liquidated Damage for such default without prejudice to Developer being liable for any further loss or damage incurred in consequence by the Society.</p> <p>Contract agreement document shall consist of:</p> <ol style="list-style-type: none"> 1. Agreement papers [Legal and Technical]. 2. Original tender document, relevant correspondence i.e. all letters / correspondence forming part of the contract and referred to in the Acceptance letter. 3. Work Order. 4. Acceptance letter. 5. Insurance papers. 6. Agreement for purchase of TDR in the name of Society. 7. Indemnity Bond. 8. All proposed Plans with Sections & Elevations. 9. Any other document as may be desired to protect the interest of the Society and its members. 10. Development Agreement with all the members <p>An individual agreement with all the existing members shall be entered into, stating the actual MOFA carpet area to be provided, the corpus fund only</p>
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	<p>after all formalities with the Society are completed with all other necessary terms and conditions as per the contract agreement.</p> <p>11. T.D.R Fungible FSI and Approval And layout plans by the society / society's consultant The developer shall purchase T.D.R. Fungible FSI and utilise endorse / load the same on the plan approved by the Society and Society's Consultant. The proposed layout plan will be submitted for the approval to the Society / Society's Consultant. The proposed layout plan will be checked for authentication of the area of each and every flat with reference to the offer agreed by the Developer. The Society and Society's Consultant may recommend changes / alterations / entire renewal / options of the plans and the same shall be done by the Developer at his own cost to the entire satisfaction of the Society / Society's Consultant</p> <p>12. I.O.D, Bank F.D's & Indemnity Bond The Developer will obtain Intimation of Disapproval [I.O.D] from M.C.G.M for the redevelopment works. Further, the Developer will provide Bank Guarantee from a Nationalised bank of Rs 5 Crore (Rs. Five crores Only), execute an Indemnity Bond as given in the Para of Bank Guarantee and Indemnity Bond hereunder, also give lien document as prescribed by society solicitor of 2000 sq ft area from developer saleable area.</p> <p>13. Approval of Plans from Concerned Agencies / Departments The proposal of demolition of the existing structure will have to be approved. The plans approved by the Society will be submitted by the Developer with the loaded T.D.R. and fungible FSI for the approval to various departments / agencies as required for his nature of works. The Developer shall obtain at its own cost, by paying the premium to obtain additional F.S.I or T.D.R from open market in accordance with the provision of DCPR 2034, Fungible FSI with the provision of DCPR 2034 and shall get entire building / project plan approved of F.S.I 2.70 OR higher prevailing as per latest rules. IOD shall be obtained with Entire T.D.R. and fungible FSI loaded initially before vacating and demolition of existing Buildings and entire project plans shall be approved.</p> <p>14. Shifting to Temporary Accommodation The members shall be paid Compensation and other expenses as per the approved offer for shifting to temporary accommodation.</p> <p>15. Demolition of Existing Structure The demolition of the structure can only be commenced after the shifting of all the members from the premises</p> <p>16. Construction of Building The new structure will have to be constructed as per the agreement and reestablishment of the existing members</p>
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6) Additional Carpet Area	<p>Cost Free The building should be constructed in such a way that existing members of the Society shall get additional cost free MOFA carpet area over and above the existing carpet area held by them. Existing members shall also get maximum additional cost free MOFA carpet area in the form of bigger area or by adding additional room / rooms. In new proposed building existing residence members should get same location, vicinity from Road and direction except verticals floor raise.</p> <p>At Discounted Rate The Developer shall also offer additional carpet area (over and above the aforesaid Cost Free Area) to the existing members at a discounted rate, the Developer is advised to quote this price in the commercial priced Bid – B document.</p>
7) Bank guarantee and Lien till possession to new member	Rs. 5 Cr. (Rupees- Five Crores only) from a nationalised bank. Also along with Lien developer has to lien 2000 sq ft carpet area from his saleable component to society.
8) Future Benefits and Changes in Rules/ Regulations	<p>Amendments of DCPR 2034 & Change in Government policy during the course of execution of redevelopment project i.e (from LOI issue till discharging the bank guarantee) if the rules / regulation amend, resulting in increase of FSI or increase in potential of development following scenarios is envisaged.</p> <p>If the benefit can be totally / partly utilized in the present redevelopment project, then the benefits to the existing members of the society shall be in the same proportion in the form of additional carpet area as per the prevailing agreement then. Remaining unutilised FSI partly will remain with society. In addition the Developer shall compensate to the society the cost of FSI utilised by him which shall not exceed the FSI utilised /consumed for the area given to the existing society members at the prevailing TDR markets rates.</p> <p>a. In case if the same cannot be utilised in the present redevelopment project, then the FSI remains with the society.</p> <p>b. In the event where such additional FSI cannot be utilized but can be sold as TDR then in that case Developer will have the option to buy the FSI from the society at prevailing market rates or the society comprising the existing members only has the rights to sale it to a third party.</p>
9) Scrap Sale	The disposal of all the scrap arising from the flats and the building will be Developers property. (Existing members will be permitted to take the existing , movable fixtures , furniture and other valuable property in their flats.
10) Alternate Accommodation	The Developer shall offer compensation for the flats in his offer to provide temporary / alternate accommodation to all the occupants of the Society till the completion and possession of the newly constructed flats. Till all such time the compensation shall be paid by the developer. The compensation to be agreed shall be for 6 months to be paid at a time, and will pay as first year Rs 80/- per sq. ft., for second year it will be Rs. 90/- per sq ft and on third year it shall be Rs 100 /- per sq ft and will increased by 12% per annum till OC.

11) Encroachment	The selected Developer shall not allow any encroachments on the premises of the Society. It shall be sole responsibility of the Developer to ensure complete safety of the premises.
12) Plans, Amendments, Additions and Alterations in Plans	<p>The plans required to be submitted to the MCGM or any other authorities for the reconstruction / redevelopment in respect of areas to be provided to the existing members shall be approved by 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 Society.</p> <p>The Developer will submit the plan for demolition and reconstruction through its Architect to the Society, 15 days prior to the submission to MCGM / concerned Govt. authorities and Developer shall seek prior written consent of the Society. Also, in case, any alterations are to be made, prior written consent of the Society and Society's Consultant shall be sought. Neither the plans nor the alterations shall be binding on the Society unless approved in writing by the Society / Society's Consultant.</p>
13) Parking	All the parking lots shall be the property of the society. There shall be no ownership of any parking lot / common area being attached to any particular flat. There will be stilt parking (one number per parking) provided per existing member. Remaining basement / podium parking will be allotted by the Developer for new member & visitors. Parking shall be having EV charging points as per MCGM requirement.
14) Period of Construction	The completion period for the project will be 24 calendar months from the date of handing over vacant possession of the Society's premises to the Developer for accommodating the existing members and as well as regarding the Free Sale Area.
15) Liquidated Damages	<p>If the Developer fails to complete the works / items of work in all respect and hand over the same to the Society within the stipulated or approved extended time, Developer shall pay to the Society liquidated damages (LDs) for such default as against each mile stone towards penalty of Rs.5, 00,000.00 (Rupees Five Lacs only) and if work will not completed within 3 months again Rs 5,00,000/-will be penalty, the penalty will continue for every delay of three months till following stage is not completed.</p> <p>Completion of RCC work up to plinth level within 6 months after start of works.</p> <p>Completion of RCC work up to 5 floors within a period of 12 months after start of the work.</p> <p>Completions of entire RCC work including overhead water tank and lift room within a period of 20 months after start of the work.</p> <p>Completion of external and internal brick work along with plastering within a period of 22 months after start of the work.</p> <p>1. Completion of entire work including painting, electrification and</p>

	<p>water supply and drainage work within a period of 24 months after start of the work.</p> <p>The deductions of such LDs shall not relieve the Developer from his obligation to complete the works or from any other of his obligations and liabilities under the contract.</p>
16) New Society Office	A Society Office will be provided as per the M.C.G.M. norms with all amenities including attached toilet block in the new building.
17) Electric Supply	<p>Electric power, both for construction and lighting shall have to be borne by the Developer. Developer shall arrange at his own cost, power, with necessary switch boards, energy meter etc. and shall be responsible for their maintenance up to the completion of work. He shall provide required clearances for overhead lines to facilitate easy movement of heavy machinery such as cranes etc. On completion of the work, the Developer shall remove all wiring installed by him and make good to the satisfaction of the Society's Consultant, if any disturbance or damage is done. The Developer shall employ a certified Electrician for carrying out his work.</p> <p>The Developer has to keep alternative arrangement ready including, Generator at his own cost for any failure / interruption of electric power that takes place and under no circumstances can this be deemed to be reason for any consequential delay in the works. Back-up generator shall be provided for operating Lifts and common area lighting. Solar plant shall be provided as requirement of site</p>
18) Supply of Water	The Developer shall construct required storage tanks, lay internal distribution lines network for facilitating construction which shall be removed on completion of work. The Developer shall pay all deposits to local authorities to receive water connection for construction activities. The Developer shall obtain Permanent water connections required for the proposed flats as per the prevailing rules and bear expenses thereof.
19) Maintenance Liability	The Developer shall be responsible for rectification of defects noticed during the period of 24 months from the certified date of completion by the Society. This period shall be known as Defect Liability Period as defined in the General conditions of the Contract. Subsequent to the taking over of the works and after it has been in use, its maintenance would be the responsibility of the Developer. Any defects or failure during this period shall be rectified by the Developer within 3 days of intimation in writing. If the same is not carried out in the stipulated time, the Society shall have the right to get it repaired through any other agency entirely at the risk and cost to the Developer.
20) Sampled	<p>a. Material</p> <p>The Developer shall furnish to the Society's Consultant / Society for approval, with reasonable promptness and with reasonable time for consideration, adequate numbers of samples of all the materials to be used in the work, irrespective of whether material / product is from approved list given in tender or not. The choice of approved materials</p>

	<p>rests with the Society and Society's Consultant unless otherwise specified.</p> <p>b. All material samples shall be delivered to the Society's Consultant at the Developer's cost. Each sample shall be in duplicate and properly labelled as under:</p> <p>Name of the Project & Developer. Name of Product. Name of Manufacturer.</p>
21) Statutory approvals and incidental costs	<p>The Developer shall purchase the T.D.R & Fungible FSI for consumption / utilization there from the open market in the name of the Society before existing members shifting and demolition of existing Society, T.D.R. & Fungible FSI shall be purchased in the name of the Society only. Cost of purchase of T.D.R and Fungible FSI its brokerage and other incidental expenses thereto, are to be borne and paid by the Developer. Developer shall also pay for sanction and approval of the plans, I.O.D., Commencement Certificate, Completion Certificate, Occupation Certificate thereof from M.C.G.M., etc. and all other statutory Authorities as and when needed and all the cost / expenses for the same shall borne by the Developer in Toto.</p> <p>The Developer will also be liable to pay for assessments, property taxes of the additional flats till date prospective flat purchaser becomes member of the Society. The Developer shall obtain permanent water connections required for the additional flats as per the prevailing rules and bear expenses thereof. The Developer shall bear all expenses and obtain new electric connections for the proposed flat from the TATA/ADANI.</p> <p>The Stamp Duty, GST and registration or any official legal expenses that will have to be paid on agreement or any other deed or document or writing which will be executed in pursuance of this transaction shall be borne and paid by the Developer. Society as well as the existing members shall not be paying any taxes, duties of whatsoever nature including the Stamp Duties, Property Taxes and other incidental and all out of pockets expenses. All such expenses for regulatory purposes and approval of proposed plans and amended plans and for carrying out all formalities are to be paid by the Developer as and when required by the Society's Consultant. Developer will also pay deposit charges for electrical connection, water and drainage connections to the TATA /ADANI and M.C.G.M.</p> <p>All the necessary approvals / permissions for carrying out this redevelopment work shall be Developer's sole responsibility. The necessary payment requires to be made to the various departments in the form of deposits / scrutiny fees, premium, development charges, U.L.C., water charges, assessment tax, etc. or any government levy and all out of pocket expenses, etc. which is required to be made to various statutory authorities from time to time shall be borne by the Developer.</p>

	<p>If any legal action is taken by any statutory Authority due to noncompliance / negligence / delay on the part of the Developer to obtain such necessary approvals / permissions, the Society will not be responsible in any manner whatsoever and all risks, costs, penalties and any other consequences arising due to the above non compliances on the Developer's part shall be the responsibility and liability of the Developer solely and in totality.</p> <p>No work shall be carried out without obtaining the necessary permissions from the corporation and any other regulatory agency. All the permission obtained shall be submitted to the Society and Society's Consultant for its verification. If at any point of time it is found that the Developer has carried out certain works without appropriate permission, then the Society's Consultant may instruct the Developer to stop the work. If the Developer still continues to carry out the work without valid permission, the Society and Society's Consultant may be compelled to take necessary action as deemed fit including forfeiting deposits / encashing bank guarantee.</p>
22) Taxes and Duties	<p>The Developer shall be Responsible to pay appropriate authorities all taxes, levies, royalties, Income tax, PF, ESIC, Sales tax, GST, Works contract tax, VAT, excise duty, service tax etc. as applicable from time to time.</p>
23) Daily Routine and Registers	<p>Developer is required to maintain proper records at site of work in addition to normal routine requirements of our office. The records to be maintained shall include but not limited to the following:</p> <ol style="list-style-type: none"> a. Daily Progress Report. b. Trade and Skill wise labourers on the works. c. Work site order book. d. Instructions by Society's Consultant / Society – A work instruction book, serially numbered, will be kept and all day to day instruction will be given in that book by the Society's Consultant/ Society . Developer's representative shall see these instructions and sign them at the bottom in token of his having seen them and shall implement them. e. Quality register – Register of quality assurance & quality control of M.C.G.M. and / Or as prepared by PMC. f. Material register – Detailed Account of materials received and consumed on the work and stock position in reference to every material. g. Complaint book.

24) Testing of Material	<p>Developer should make arrangements for field testing facilities for all Construction materials and the sampling and testing will be as approved by Society. Society may also get tested a few samples of materials at random independently. The charges for such tests shall be borne by the Developer.</p> <p>All the laboratory tests, etc. concrete cube testing, lump test, and reinforcement steel testing etc. should be done at Developer's own cost. The Developer shall also be responsible for carrying out tests stipulated above and bring to the immediate attention of Society any failure of cube strength of test or any other test. The Society's Consultant shall verify the test report submitted by the Developer. In case, if the test report / result of material / work done are not found satisfactory, the Developer will have to rectify the work / replace the materials as instructed and failing which, necessary cost adjustment / recovery shall be made from Developers Security Deposit.</p>
25) Suspension of Work	<p>The Developer shall, on receipt of the stop work order in writing from the Society suspend the progress of the work or any part thereof for such time and in such manner as the Society and Society's Consultant may consider necessary for any of the following reasons:</p> <ol style="list-style-type: none"> a. On Account of continued non-compliance of the instructions of the Society and / or Society's Consultant or any other default on the part of the Developer. b. For proper execution of the works or part thereof for reasons other than the default of the Developer. c. For safety of the works or parts thereof. <p>The Developer shall during such suspension, properly protect and secure the works to the extent necessary and carry out of the instructions given in that behalf by the Society's Consultant.</p>

26) Submission of Detailed Bar / PERT Chart and Method of Working	<p>The Developer shall with the tender, submit to the Society a detailed programme covering:</p> <p>Descriptive note explaining sequence of various activities. Network (PERT / CPM), bar chart.</p> <p>A tentative layout of the Developer temporary property and details of temporary works that the Developer wants to carry out to fulfil his obligation under the contract.</p> <p>Indication of shuttering system to be followed.</p> <p>The methods to be employed in carrying out the works. It shall include a list of labour force, classified into trades as envisaged.</p> <p>The Society shall give their approval to proceed with the work, with or without modification. However acceptance of programme and method of working as submitted by the Developer or with any modification thereto in the opinion of the Society's Consultant / Society shall not relieve the Developer of any of his contractual obligation. All these programmes and plans submitted by the Developer and approved by the Society's Consultant shall become part of the contract and the same shall not relieve the Developer of any extension of time unless delay, if any, is expressly sanctioned by the Society and Society's Consultant.</p>
27) Field Laboratory	<p>The Developer shall establish a field laboratory for the various field tests for items like concrete cubes, cement, aggregates, sand, and bricks for masonry, tiles, wood and for similar items as directed by the Society's Consultant. A Site Laboratory for approximately 3 X 5m area with platforms etc. shall be constructed for testing as directed by the Society's Consultant</p> <p>The laboratory must have the following equipment:</p> <ol style="list-style-type: none"> 1.Slump cone : 3 Nos. as per ISI 2.Cube moulds for concrete : 24 Nos. 3.Cube moulds for cement mortar : 3 Nos. 4.Cement Testing Equipment : 1 set 5. Soundness accelerated (initial and final setting, fineness compressive test equipment, etc.) weigh balance: 1 Nos. 6.I.S. Sieves : 2 sets 7. Glass measuring cylinders : 6 Nos. <p>Construction of Laboratory building and equipping with minimum equipment's as listed above is included in the work. The Developer shall further carry out other various tests for various items and materials at I.I.T laboratory / V.J.T.I. laboratory or any other approved laboratory as directed by the Society's Consultant at Developers own cost. At the end of each month for each category / stage of the work, e.g. RCC work, masonry work, etc. The Developer shall give statistical analysis of all the test results in the format prescribed by the Society's Consultant and take corrective action in the work in accordance with these results.</p>

28) Developer's Consultant and their Representatives	<p>Developers Consultant shall be responsible for the execution of the project with regards to management and supervision instructions issued by the Consultant / PMC to the Developer. It shall be deemed to be the Society's instructions in respect of:</p> <p>Work shall be carried out as per the BMC approved plan.</p> <p>Day to day supervision including material testing.</p> <p>Approval of material and workmanship.</p> <p>Matter of urgency involving safety or protection of persons or property.</p> <p>Monitoring progress of work.</p> <p>Interpretation of drawings.</p> <p>Interpretation of specifications.</p> <p>Certification of works.</p> <p>The Developer's Consultant along with Society's Consultant shall approve the variations and extension of time with prior approval of the Society. The Consultant shall hold regular progress meetings at site for evaluation and execution of works.</p>
29) Quarry	<p>The Developer has to make arrangement of Quarry for extraction of murrum. All compensations, royalties, environmental cess, fees, regards to quarry, which may be required to be paid, shall be borne by the Developer, The Developer shall have to submit Quarry Permit for the murrum, earth brought at site before starting the work.</p>
30) Indemnity Bond	<p>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 Development Agreement and due compliance of all work. He will do all the formalities within the framework of laws applicable. The Indemnity Bond shall remain in force for till Defect Liability Period after completion of the project.</p>
31) Performance Guarantee	<p>The Developer will be required to execute the Performance Guarantee Bond in the format approved by the Society's Consultant / Society for the entire work. This Performance Guarantee Bond would remain in force for 10 years after completion of the work for waterproofing terrace & external wall waterproofing coating.</p>
32) Provision of computer at Site Office	<p>The Developer shall install a minimum one computer with printer and necessary authorized software for office, design and project monitoring uses in the office for the Society's Consultant and provide necessary stationary and furniture.</p>
33) Time Schedule for Compliances	<p>The Tenderers should please note the following time schedule for various compliances and follow the same:</p> <p>a. The Initial Security Deposit shall be paid within 15 days of</p>

	<p>receipt of Letter of Acceptance.</p> <p>b. The Contract Agreement shall be signed by the Developer within 45 days of notice served by the Society to do so. The final PERT / Bar Chart shall be forming part of this agreement along with other necessary documents.</p> <p>The Developer should construct the site office within one month of date of work order (Contract Date). The site office should be as per relevant clause in the tender document.</p> <p>c. The C.A.R. Policy and labour license shall be taken by the Developer within 15 days from the date of the Contract Agreement.</p> <p>d. The successful Tenderer has to furnish Quality Assurance Manual along with programme within 90 days from the date of paying Initial Security Deposit.</p>
34) Order of Preference	<p>In case of any conflict in interpretation, the following order of precedence shall prevail:</p> <p>a. For Contract Conditions: Special Conditions shall prevail over General Conditions, Addenda / Corrigenda / Clarifications issued shall prevail over Special Conditions.</p> <p>b. Technical Specification and Approved Drawings by the Society's Consultant shall prevail in specifying the scope of contract.</p> <p>c. For legal matters: Contract conditions read along with addenda / corrigenda / clarifications issued prevail over Technical Specifications.</p>
35) Approval of Society's Consultant	<p>The steel reinforcement provided in all R.C.C structures shall need approval from the Society's Consultant prior to casting. At every stage of work, approval of the Society's Consultant shall be taken by the Developer. Before starting any work like concreting, masonry, waterproofing, concrete, etc. detailed information of the work shall be given to the Society's Consultant and his approval shall be taken by the Developer. Quality Assurance such as.</p> <p>Damp proof coating for Structure below ground level.</p> <p>Minimum Cement content & clear RCC cover to steel rods in coastal area as given on structural drawings.</p> <p>Developer shall execute and maintain the works in strict accordance with the contract to the satisfaction of the Society's Consultant and shall comply with and adhere strictly to the Society's Consultant's instructions and directions on any matter whether mentioned explicitly or otherwise.</p>

36) Disputes	All disputes or differences of any kind, whatsoever, which shall at any time arise between the parties to the final contract, touching or concerning the works or execution of the contract, remaining operation or effect thereof or to the rights of the liabilities of the parties or arising out of or in relation thereto whether during or after determination, for closure or breach of the contract shall first sort out amicably between Managing committee, society's nominated PMC, society's legal advisor and the Developer. If not solved amicably then after written notice by either of party within 15 days of occurrence will be referred to the arbitration as per the revisions of the Arbitrations and Conciliation Act, 1996. The award of the arbitrators will be final and binding upon the parties hereto. The arbitrators will have summary powers and shall be entitled to give interim directions and awards from time to time and the arbitration shall always be held in Mumbai and the courts in Mumbai shall alone have jurisdiction in the matter.
37) Accidents	If any accidents, fatal or otherwise occur, a detailed report about the same shall be made promptly by the Developer to the Society's Consultant. The Developer would at all times during execution of work keep the Society and Society's Consultant fully indemnified against all risks, claims, litigations and financial burdens arising out of all incidental operations on work and accidents.
38) Site Order Book	The Society's Consultant will maintain site order book at the site of work. The Developer or his authorized representative shall sign all the instructions received therein, in token of having received the same and shall comply with them forthwith.
39) Clearing of Site	All water, which may accumulate on the site during the progress of the works or in trenches and excavation, shall be removed from the site to the satisfaction of the Society's Consultant. Site shall be maintained free from rubbish. Proper stacking of scaffolding material, shuttering material, bricks / brickbats, steel pieces, etc. needed for work on day- to-day basis shall be organized in proper stacks. The Developer shall not, at any time, do, cause or permit any nuisance on the site surrounding or do anything, which shall cause unnecessary disturbance or inconvenience to the Society's, tenants or occupiers of other properties near the site and to the public in general. The Developer shall install mosquito proof and accessible water storage tanks for construction and drinking water. The Developer shall periodically give treatment to water storage tanks, sites of water stagnation, water collection.

40) Watch and Ward	The Developer shall make necessary watch and ward arrangement for a period of three months from the date of total completion of work. No claims shall be paid to the Developer towards watch and ward during this period.
41) Datum	The average ground level will be considered as the crown of the nearest road, which should be taken as Datum which is however, subject to final confirmation by the Society / Society's Consultant. (Plinth level flooring will be at least 1'6" from s v road top road level)
42) Line out and Bench Marks	The Line out of the work to be carried out under the contract shall be marked on the ground as per the instructions of the Society's Consultant. For the purpose of facilitating the work, the series of temporary bench marks on masonry pillars will have to be established. These pillars will be constructed along with the Line out and such other locations as may be initiated by the Society's Consultant. All expenses involved in the process of marking Line out on the ground, checking the Line out, constructing masonry pillars in establishing bench marks thereon, shall be borne by the Developer. It will be the responsibility of the Developer to ensure that the masonry pillars so constructed are not damaged during the period of work in progress.
43) Drawings	The Developer will submit with the Society and Society's Consultant two sets of the drawings issued for Architectural, Structural, Public Health, Mechanical, Electrical and Drainage Installation Works and all other drawings pertaining to the project.
44) Standards	The standards, specifications and bye laws issued by the Indian Standard Institutions and other similar organizations shall in every case be deemed to include the latest edition or issue of such standards, specifications and by laws including all revision, amendments and addendum subsequently issued. Where materials are not specified and standard exists in respect of such materials, and then the materials shall in all respects comply with relevant and I.S.I. standard , In such cases where I.S.I do not exist, the best manufacturers' specifications shall be followed and in absence of all these, the Society's Consultant's instructions shall be followed.
45) Fire Precautions	The Developer shall comply with fire regulations of controlling authority in force at the site of works relating to the precautions to be taken against fire hazards as directed by CFO.

46) Safety Engineer	The Developer shall employ and depute at site on full time basis a fully qualified Safety Engineer who shall be responsible to ensure observance of safety precautions and measure required to be taken at site. Developer shall ensure compliance with all the applicable rules and regulations.
47) Substitution	Should the Developer desire to substitute any materials and workmanship, the Developer must obtain prior approval of the Society's Consultant in writing for any such substitution well in advance. For materials designated in this specification indefinitely by such term as 'Equal' or 'Other Approved', etc. specific approval of the Society has to be obtained in writing.
48) Preparation of Building Works for Occupation and Use on Completion	The whole of the work will be thoroughly inspected by the Developer and deficiencies and defects put right. On completion of such inspection, the Developer shall inform the Society and Society's Consultant that he has completed the work and is ready for inspection in writing. On completion, the Developer shall clean all windows and doors including the cleaning and oiling, if necessary, of all hardware, inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Society / Society's Consultant. Society will accept possession of new flats only after Full Occupation Certificate is obtained by the Developer from MCGM.
49) Open Spaces	The Developer does not have any right on the open spaces of the Society including common terrace. No commercial activity shall be done during construction work period.
50) Admission to new members to the Society	New members to whom the Developer shall be selling flats shall be used for only residential purpose and shall be admitted only after receipt of Full Occupation Certificate. Developer shall be entering into the agreement with the new purchasers only after taking concern and approved by managing committee of "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." (AACHSL). & it shall not be unilaterally withheld. The new members shall be selected on basis of sound, education and cultural background. Agreement must provide that the Society will not be responsible for the new flat purchaser till Developer obtains Full Occupation Certificate. New member should be made aware of the details of the agreement between the Society and the Developer including that the new members have to contribute towards the hardship compensation etc. Further, new members shall have to abide by the rules and regulations of the Society. Society shall have the right to ask the new members to pay certain amount of monthly maintenance in advance. Also,

	<p>new members who shall be joining the Society shall also be required to contribute to the Corpus Fund and the Sinking Fund, equivalent to the amount contributed by the existing members. Further, agreement between the Society and the Developer shall carry annexure clarifying distribution of flats between Society and Developer and between Developer and new flat purchasers, police verification of new flat purchaser shall be obtained by the Developer and copy of same shall be provided to Society's committee. At no point of time and or under any pretext possession will not be given to new members till old/ existing members will be given possession.</p>
51) Rights and ownership of the Land and Premises	<p>Possession of land is always with the Society. Developer does not have general power with regards to the land and premises. Developer shall enter the plot as Licensee by way of the rights that shall be granted to him. Developer has no right, whatsoever, to sub-divide or amalgamate, merge, cluster develop as, slum / SRA, club Society's Plot. No right of ways, permission to trespass should be given nor permitted to any of the adjoining plots. Society's Plot at any point of time.</p>
52) New Saleable Property for Residential purpose only.	<p>Developer shall not sell his saleable rights in the re- developed premises to any third party prospective purchase for Hotel / Bar restaurants, hospital / pathology lab, eateries house, butchers house ,non veg eateries (Non veg Hotels) and items and coffee café area.</p>
53) Existing utility services	<p>All Existing electrical, water, gas and Telephone shall be disconnected at time of vacating the plot and the restore same for new apartments. Further if any other utility services are found come across same shall be shifted to a safe location. Existing water incoming BMC connections / pipelines shall be kept intact.</p>

CHAPTER–(8) SAFETY CODE

- 1) First aid appliances including adequate supply of sterilized dressings and cotton wool. These shall be positioned and maintained at readily accessible place at site of works.
- 2) An injured person shall be taken to public hospital without loss of time. In case where injury necessitates hospitalization.
- 3) Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 4) No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. when a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
- 5) The excavated material shall not be placed within 1.5 meters from the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- 7) No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8) Workers employed on mixing and handling materials such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand gloves.
- 9) Those employed in welding works shall be provided with Welder's Protective eye-shields and gloves.
- 10) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint. Suitable facemasks should be supplied for use by workers when the paint is applied in form of spray or surface having lead paint dry rubbed and scrapped.
- 11) Overall healthy co-operation shall be extended by the Builder / Developer to any other agencies of work which may be appointed by the society for this project.
- 12) Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- 13) The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate and free from defects.
- 14) The workers deployed for works should be job skilled workmen capable and experienced in

working at different heights. The workers should be provided with safety belts, helmets, etc. to be used while working at heights.

15) When ladders are used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 4 to 1 (1/4 horizontal and 1 vertical).

16) Staging more than 3.25 meters above the ground or floor or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached, belted, braced and otherwise secured at least One meter high above the floor or platform of such staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such staging shall be so fastened as to prevent it from swaying from the building or structure

17) The Developers shall take enough safety precautions for material handling scaffolding and ladder works, mechanical devices, cranes, machinery labour at all heights and depth of works as per standards practice and applicable rules and regulations.

18) Working platform gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway is more than 3.25 meter above ground level or floor level, it shall be closely boarded, have adequate width and be suitable fenced as described in above.

19) Adequate precaution shall be taken to prevent danger from electrical equipment's. No materials on any of the sites shall be exposed to public. The Developers shall provide all necessary fencing and lights to protect members of public and works from accidents and shall be bound to bear expenses of defense of every suit action or other proceeding at law that may be brought by any person, damages and costs which may be awarded in any such legal action or proceedings to any such person or which may with or without the consent the Developers be paid to compromise any claim by any such person.

20) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus shall remain electrically charged.

21) All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or material as to render it unsafe.

22) The Developer shall take all the necessary precautions during the phase of construction regarding the life and property of the existing members.

23) Fire extinguishers to be provided in each landing areas

CHAPTER-(9) LIST OF AMENITIES & TECHNICAL SPECIFICATION**EXTERNAL AMENITIES:**

Plinth level to be raised by 2'0 to 3' above the road level to avoid flood situation.

R.CC: All the R.CC should be designed for Earth quake force & Wind force as per IS 1893. In M-30 grade concrete in foundation & M-25 in superstructure. Grade of concrete shall be as specified by structural engineer and but not less than M25.

External walls: External walls should be 9" Bricks / 6" ACC Blocks and both side plaster only; in two coats waterproof plaster however for elevation purpose blocks may be used. Toilet, external walls are in 9" thick brick / 6" ACC Blocks masonry in C.M. 1:4. Internal surface of external walls shall be finished with C.M 1:4 plaster and then finish with gypsum plaster.

External walls should be finished with water repellent paints (elastomeric paints) or 100% Acrylic Super Paint of approved shade and of approved make. Special coating texture finish will be provided on required external surfaces of the building. (Asian/Protégé chemical colour water proofing shall be used.

Texture use to be Asian Paints make).

Pre-construction anti-termite treatment before, during and after the completion of the construction work (Foundation/ plinth/ building) as per ISI specifications & as per IS code 6313 should carried out by reputed agency P.C.I or equivalent agencies Pest control.

Terrace floor including the lift machine room, staircase room and overhead water tank should be finished with brickbat waterproofing layers including Chemical Treatment on the bare slab to be carried out through the specialist agency with Performance Guarantee for minimum period of 10 years. The surface should be finished with china Mosaic chips of approved colour and pattern. (Guarantee to be submitted to the PMC on Rs. 500 Bond paper.) Provision of intercom, Camera and toilet on terrace with water connection shall be provided.

Stilt area, Podium area and basement car parking area will be finished with PAVIT tiles with border of 4" thick. Basement / podium columns shall be guard with rubber columns guards. Glass reflectors and ample lighting shall be provided in basement with rubber speed breaker. Drainage facility shall be provided for dewatering and during flooding dewatering by submersible pump. Drainage system shall be provided of ci pipes to connect with BMC main chamber with providing INSPECTION CHEMBER at appropriate distance. Basement and podium slab shall be water tight as directed by PMC.

The M.S Gates to the compound wall should be of decorative pattern and should be of approved design and size. (M. S. Gates having 2 Kg / sq.ft shall be provided).

Concrete internal roads with adequate storms water drains and drive ways concrete of M-20 grade shall be laying with 6" thickness. Prior to that 9" thick rubble soling shall be provided to entire area.

Well-designed garbage disposal system should be provided.

The firefighting installation works should be as per chief fire officer's requirement. Hose reel and other fixture in the staircase landings should be provided with proper shutter locking arrangement. Separate reserved water section should be provided in underground water tank with firefighting water lifting positive suction pump.

Water tanks:

Underground water tank should have box type waterproofing & compartment for firefighting storage capacity & RCC. The internal walls and floors of the underground and overhead water tanks should be finished with ceramic glazed tiles, to provide clarity and maintain parking clean.

The Underground Tank should be fitted with S.S submersible Pumps CG, Kirloskar, Shakti Pumps equivalent, 2nos with adequate capacity of standard manufacturer of required diameter of suction & delivery foot valve etc., all complete UPVC120 schedule pipes and should have Auto cut off system to avoid overflow of water. (Finolex, Astral, Prince & Supreme pipes). Delivery line is of G.I. heavy C class.

Separate overhead & underground tank with separate pipe connection will be provided for Borewell / rain water harvesting & B.M.C. water with auto cut-off system.

Borewell should be provided as per B.M.C. rules for flushing Purpose using PVC ASTM Schedule 80 pipes. (Prince & Supreme pipes) and shall be charge with rain water harvesting system.

External plumbing:

Drainage down take: C.I. pipes up to 1st floor level and above PVC pipes with fitting (4kg pressure) fitted on MS clamps. Aluminium rat cap to each pipe @ of 1st floor level. (C. I. Pipes & fitting = Nitco Brand ISI), (PVC pipes & fitting = Prince / Supreme Brand).

Underground drainage lines: S.W. lines of required diameter with full box type encasement of M-15 concrete. (Main GSW line 9" dia & Branch 4"/6" dia).

Drainage chambers: Size as per M.C.G.B specification. Heavy duty CI / D.I. (Ductile iron) covers. External surface of chamber below ground level to be cladded with machine cut kaddappa stone or kota stone.

Rain Water harvesting scheme as per B.M.C. requirements should be provided. All the rain waters should be efficiently collected, and should be re-utilized for increasing ground water table and recharging bore well water.

All flats must be provided with CC TV video door phone, Intercom in each flats System etc. and intercom system near compound gate should be provided which will be connected to each flat .

Society's Office should be equipped with fan, tube lights, office table, 50 chairs and attached toilet

should be provided maximum size as permissible under the B.M.C. rules. A computer with printer shall also be provided along with provision for internet, telephone sockets. Outside of society office provide display notice board with cheque drop box.

Common toilets for watchman, servants, & drivers should be provided at ground floor with fully tiles & Indian W.C. one-point cold shower unit of Jaguar Brand.

Equipped Gymnasium with maximum built-up-area, as permissible under M.C.G.M. rules should be provided at proper location. It should have A/C, Aqua guard, treadmills, TV, basic gym equipments along with drinking water cooler. (Gymnasium equipment shall be procured by developer 2 numbers of Trade mills, 1 Cardio unit, 1 Cycling unit etc). (Details will be finalizing with society members.)

Meter room of adequate size to be provided on Stilt area as required by TATA and it shall be well insulated and covered.

The building should be fitted with a common cable antenna/dish antenna as well as broadband internet system, intercom system and C.C. Camera. Each flat shall be having intercom video panel at entrance door, TV cable and internet connection to living room and each bedroom with fibre optic back bone.

Parking: Car Parking Spaces to be given to all members free of costs should include stilt / podium car parking spaces, one car parking free of cost per member. Washing provision for cars should also be made with suitable drainage system. Parking should have EV Charging Points as per MCGM requirement.

All columns in parking area shall have rubber guards.

COMPOUND:

Compound pavements should be laid with heavy quality (M 35 Grade) interlocking paver blocks glossy finish of Super or equivalent 58mm to 60 mm thick and M35 grade concrete of approved colour and pattern laid over 40mm thick grit powder & solid concrete base (150mm thick M25 Concrete), with rubble soling. Pavements area shall be provided with well design storm water drainage system.

Till the completion of the buildings the Boundaries / compound / walls will not be removed, demolished, damaged in full or in part, accidentally or intentionally and if done than it should be restored immediately on emergency basis, failure to which will be breach of Contractual liability. And immediately after the completion of building and before the possession the compound wall should be demolished and re- constructed all around periphery of minimum 5ft height, concrete coping at top with 2' heights M.S. grill fencing on three sides however in front road side grill shall be 4' height, with rubble wall at base, both side plaster on brick & stone work as per approved design.

Proper Landscaped garden for recreation should be provided in the open spaces. It will have

proper arrangements for lights with and benches. Landscape terrace etc. Plantation of the trees & landscaped garden in the Society compound will be done as per D.C. Rules.

INTERNAL AMENITIES

Entrance Lobby: 13 ft. height (Minimum)

Breathe taking beautiful elevation with grand entrance lobby having latest granite flooring with Gypsum/ POP work on wall and decorative false ceiling with sparkling lights. The area of entrance lobby should be provided with tastefully decorated ornamental and lavish interiors and walls should be covered with Italian marble till full height of lift doors top jambs. Granite flooring of appropriate colour & design in desired sizes should be used. The staircase and passage should also be floored with granite stone up to 1st floor. Also murals shall be provided to enhance beauty of the lobby.

The name plates should be provided over a decorative board. Similar or same name plates should be placed on every floor, at every flat.

The letter boxes for the all flat owner also should be provided at appropriate location in the Entrance lobby. Provide in Staircase dado up to 3' height vitrified tiles of approved design by PMC / SOCIETY.

Lift Lobby: The area around Lift in the entrance lobby at Ground Floor as well as every floor above should be beautified; especially the jambs around lift should be decorated with approved coloured Marble approved by PMC/Society.

Entrance covered with toughened glass door with floor hinges with access control system.

Room Height:

All rooms are to have a clear height not less than 9'6". (The clear height will be from finished floor level to finished ceiling level inside the flat).

M.S. grill / collapsible gate will be provided for all the rooms windows, Design of grill shall be approved by PMC, (1.5kg /perSq. Ft. Weight of M.S section minimum)

Flat Flooring:

Hall to be provided with vitrified tiles and 4" height skirting of approved colour & shade approved by PMC / Society.

Master Bed Room flooring will be of Vitrified tiles with 4" height skirting.

Common Toilet should be provided with Ceramic designer tiles (R.A.K or Johnson, Kajaria) (anti-skid/non-slippery) of approved pattern and make with WHB Italian counter. Master bed room toilet block has having full designer tiles finish with glass partition to separate WC unit and bath space. Italian marble wash hand basin counter shall be provided as per approved design of PMC / SOCIETY.

Kitchen should be provided with Vitrified tiles on flooring as well as full wall cladding to kitchen walls.

(Notes: -Tiles shall be approved by Society / PMC.)

Kitchens and Toilets should be provided with matching colour designer tiles of size 1' X 1'6"/ 1' X 2' up to full wall height Vitrified tiles.

Decorative moulding & finishing work of internal wall will be of Gypsum / POP in all rooms.

(Notes: - Tiles shall be approved by Society/PMC.

Kitchen: Provision of L or U shaped or parallel two platforms on adjacent or opposite walls as per the PMC / Society's instructions. Main kitchen platform width should be of 27" & 2nd platform width should be 24", with Nirali Kitchen sink. Provide Korean stone platform or granite stone. Sink should be of stainless 24"x 18"x 10" size of Nirali make. Below the kitchen platform white / coloured ceramic tiles of suitable size will be provided.

Aquaguard point to be also provided with water connection in the Kitchen. Restored Piped gas connection from Mahanagar gas (M.G.L.) shall be provided.

(Note: -Granite shall be approved by society).

Bathroom and kitchen waterproofing:

Floor & side walls should be treated with waterproof chemical/plaster coating. Brick bat coba waterproofing before laying of underground drainage plumbing lines should be done & also fill surrounding area with waterproof cement mortar. Floor should be finished with IPS layer ready to lay tiles, with 10 years guarantee against leakage. Waterproofing system shall be approved by PMC / SOCIETY.

Doors with fittings:

Note: All the Door frames except toilet blocks should be of teakwood. The shutters should be of solid flush doors of (pine wood) hot pressed of approved make of 40mm thick.

Main Entrance door: The main Entrance door 50 mm thick should be of solid flush door with veneer fitted on both side finished with melamine polish wherever required. The safety door on outside with entrance should be provided by the Developer and it shall be 2" thick wooden safety door with one stainless steel safety window in it approved by PMC / SOCIETY with melamine polish.

Door Knob: - Florence Door Knob shall be provided.

Bed Room Doors: 35mm Flush door with veneer finish and melamine polish should be used.

Door Knob: - Florence Door Knob shall be provided.

Hinges 3 Nos.: -

Internal Tower Bolt: - BOX TYPE FLUSH BOLTS

Door Stopper: -magnetic

Toilet Doors: Toilet doors shall be of UPVC doors match with other doors colour or wooden veneer door hot solid press door having thickness 35mm, Pu coating from inside and melamine polish from

outside.

Latch from inside and outside.

Handle inside and outside.

All door frames of toilet blocks shall be photo frame type made of granite or wood.

Door stoppers will be provided to all doors, along with rubber buffers.

Note: - All fittings hardware fixture shall be approved by society / PMC.

Granite shall be approved by Society / PMC .

Windows:

All the windows should be provided with double Patti of granite / Marble edges finished with moulding. For all bed Room windows, kitchen windows & toilet blocks windows & of marble with double patti for Hall window. The windows should be of Aluminium and of sliding pattern of required size with heavy section of anodized in required shade JINDAL. The windows should be fitted with 5 mm thick glass of approved quality. Provision for windows Air-Conditioner slot should also be made in the windows & French window should be provided in hall.

The Toilet blocks should be provided with Aluminium Adjustable Louvered windows in Granite / marble frame with 5mm.thick Glass louvers along with exhaust fan of at least 8" with stainless steel jali.

Provide all bed rooms windows as French windows having 4 feet height fix glass with stainless steel accessories and above it sliding aluminium windows with heavy Jindal section.

The kitchen windows should be fitted with exhaust fans.

Cut outs for split A/C should also be provided for all the rooms including hall.

Protective railing: with provision of keeping compressor units of AC shall be provided as directed by PMC / SOCIETY.

Note: - All Aluminium window section will be heavy gauges & anodized including fittings & fixtures.

Painting:

The internal walls of the flats should be painted with plastic paint of approved shade and make over POP plumb finished surface of walls.

Living Room walls and ceiling with gypsum & paint.

Gypsum all ceilings in paint finish with ambience lighting,

In bed rooms walls and ceiling with gypsum & paint.

The doors should be melamine polish of appropriate shade.

Common areas of staircase lift lobby and stilt floor should be painted with acrylic paint of approved quality and shade of Asian Semi-gloss finish will be provided.

Plumbing:

The toilets & Kitchen should be provided with concealed CPVC piping of Supreme industries or Prince approved make (the series should be as approved by the PMC /SOCIETY)

1. Toilet Fittings: -

Basin: -Kohler-Hind Ware (abovecounter)

Sink Mixers: - Jaguar series CP wall mounted with polished chrome.

OH Shower: - Jaguar series CP ceiling mounted with polished chrome.

Single Lever Bath Mixer: -Single-lever bath mixer Jaguar series.

Shower Arm: -Shower arm modern metal projection Jaguar series.

Health Faucet: -Jaguar and 1mts long flexible tube and Hook.

Conceal Flush Tank with Flush Actuators: -

Small maintenance access pneumatic discharge valve offering 3 modes of operation: dual flush or start/stop or non-interruptible water supply connection from top low noise (Jaguar)

Flush Plate: - Chrome plated Jaguar series.

Angle Cock: - Jaguar

Waste Coupling: -Jaguar

Bottle Trap: - Jaguar

Floor Drain: -Chilly-

Toilet Roll Holder: -Jaguar

Kitchen Fittings: - Nirali sink and Jaguar Faucet

Staircase and elevators:

From entrance lobby to 1st floor should be provided with one-piece granite for the Treads and Risers.

All upper floors, Treads and Risers should be of Green marble and Yellow Jaisalmer. There will be three grooves to be provided in theTreads.

6"/4"skirting to be provided throughout staircase flight, landing, mid landing, staircase pardi. Decorative railing should be provided with S.S hand railing on top with.

Two elevators should be provided of approved make (Otis / Mitsibushi / Sehindler) any one of it only with V3F system / or better with the necessary down take arrangement (i.e., indicators on each floor with arrangement for lift arrival against landing gate in case of power failure) as per MCGM AND CFO Requirement.

C.C. Camera, intercom facility shall be provided in each lifts. In the event or electricity failure automatic rescue device ARD shall be provided in each lift. Optimization of lifts shall be checked by Developer. Lift cage shall be of stainless steel with stainless steel gate at landing and hairline finish in main lobby with mirror finish.

Internal walls: Internal walls should be 4.5'brick / concrete block 4" thick with RCC bend using minimum reinforcement should be provided. All internal walls should be plaster finish with gypsum plaster. Gypsum plasters surface finish with pop dhada finish. Cornices will be provided in hall. Internal wall of all the walls shall be provided with waterproofing coating up to skirting height.

Fire fighting system in kitchen: Providing sprinkler & fire intrusion alarm in kitchen as per CFO requirement.

ELECTRICAL POINTS:

3 phase electrical connection should be executed through reputed, licensed electrical contractor.

All wiring to be done as per specification of concerned authority by License Electrical Contractor.

Location of fitting / type mentioned above has to be approved before starting the work by

PMC Society /ELCB, MCB to be provided for every flat as per the approved circuit layout.

D.G. set of suitable capacity to be provided for common area lighting, lift, fire pump, water pump with required wiring. (In event of power shut down and Emergency.)

Telephone cables: Internal cabling works to be carried out as per service provide specification, internet / satellite connection.

All the internal electrical works should be three phase meter connection concealed copper wiring of ISI mark FRLS Phinolex brand. Provision of E.L.C.B. and M.C.B should be there.

Adequate provision of switches and sockets should be made in all the rooms in keeping with modern requirements. The switches and sockets should be of "ROMA" or North West or Lagrand. Numbers of switches and socket will be confirmed during layout approval.

Switches and sockets should be provided for Exhaust fans in the toilets and kitchens. All The fans and lights should be fitted by the Developer.

Security system with Video-intercom facility to be provided for each flat, its include intrusion alarm system as per CFO . Cable wiring and T.V. point in Hall and all bedrooms to be provided. Telephone point in hall and all bedrooms to be provided.

External areas inside compound area should be provided with sufficient lights. And shall be provided with LED light. (Decorating light)

Aesthetic light fittings should be provided in common areas of the Society such as security's cabin, Society's office, lift room, meter room, pump room, terrace and at all other required places.

There should be provision for back-up generator for all common areas and lifts.

Internet sockets shall be provided in all rooms.

Inter com facility shall be provided to each flat.

All Common utility area lift shall be provided with C.C. Camera. CCTV Camera must be installed on each floors.

Schedule of minimum electrical points to be provided in each room:

Main Door:

Door Bell with good chime.

Entrance Light with light point above the maindoor.

Drawing Room:

T.V./ Cable point / Cat6 for internet at appropriate location.

Telephone socket-2nos., Delton-5 pair wire

Four Tube lights with light points and two fans with fan point and dimmer switch, picture light on wall 3-5 plug point for T.V. and other purposes.

Extra plug pint

A.C point Kitchen:

2 Tube lights with light points and one fan with and dimmers with

Plug points for:

Washing Machine.

Fridge

Aqua Guard.

Oven.

Exhaust Fan

Mixer

One extra plug point

Viii) Telephone socket-2nos., Delton-5pair wire Dish Washer Point

IX) Well designed garbage disposable system with crusher for kitchen sinks.

Bed Rooms(All):

2 Tube light switch light points and one fan with fan point and dimmer switch (fitted with 2 way switches and sockets)

Telephone socket.

T.V. / Cablepoint, internet connection. Concealed night lamp point with foot light lamp. 3-5plug point 5Amp.

15 Amp. Plug with switch and socket for A/C. One extra plug point 15 amp.

There will be 1 (one) split A/C point in the master bedroom and condensation pipe shall be provided. Toilets (All):

2 Light with light points. 20 Amp. Switch and Socket for water heater. 1 plug point for exhaust fan.

One extra plug point

Adjoin toilet block to kitchen shall have MAHANAGAR GAS pipe provision for water heater in toilet block.

Passage:

2 nos. Light point on ceiling & wall & 1no Foot Light.

Lift:

Schindler lift/ Mitsubishi / Otis must be any one of it lifts shall be provided as per PWD guideline as per national building code approved by CFO. (V3F latest technology shall be provided.)

Air Condition drainage pipe & electrical connection, copper pipes: -

Pipes with sleeves to be left in external beams outside living room and bedrooms for provision of split A.C

CHAPTER-(10) LIST OF APPROVED MATERIAL/BRANDS

The Developer should distinctly understand that it would not be their prerogative to insist for using particular make /brand from the following list. The final selection will have to be done with the approval of the Society / PMC. The list given below is only indicative and not restricted to brand mention. Other equipment brand may be approved at the discretion of the Society and Society's Consultant after verifying equality thereof. The Tenderer may suggest additional brand names if desired, the same may be approved by the Society / PMC provided the tenderer convinces both the parties regarding the credential of the material / manufacturer / supplier.

MATERIALS	APPROVED BRANDS / MAKES
CIVIL	
Cement	O.P.C.–Ultratech, Birla, ACC, Gujarat Ambuja. P.P.C.– Ultratech, Birla, Gujarat Ambuja. 53 grade for RCC and 43 grade for plastering work.
White Cement	Birla,J.K.
TMT Steel Reinforcement(Fe415/Fe500)	TISCO, SAIL, Indian Steel Authority Vishakhapatnam.
Screws	G.K.W., Nettlefold oxidized.
Ceramic Tiles Non-skid Ceramic Tiles Glazed Ceramic Tiles Vitrified Ceramic Tiles Italian Marble	R.A.K,Spartek,Bell,Kajaria,NITCO,Johnson,Pe dder.Bell, Johnson, Euro, R.A.K, "desertGrey". "Cremabellis simo" of Approved shed.
5.Wood laminated Flooring	"sessileoak"- from "PERGO" flooring".
Adhesives	Pidilite , Baladhesive
Door shutters Wooden solid core flush door shutters Wooden Frame	Kutty, Anchor, Shreeji with fire resistance property. Sagwood.

Hardware	Haffle, Hattiese, Shalimar, magnum
Door Knob (Main Door): - Key Hole (Main Door): -	Florence Door Knob Cristallefromthedoorknobshop.com (MI- P-FL- KCR4). Escutcheon round from thedoorknobshop.com (MI- Es-M4).
Internal Tower Bolt (Main Door): -	BOX TYPE FLUSH BOLTS (10" Long HaitlineSS) MAGNUM (BF10)
Door Stopper (magnetic) (Main Door): - Doorlock (BedRoom Door): -	SoloSS: (SS304) (SFMS-1).
Hinges for (Bed Room Door): - Internal Tower Bolt: -	Toronto Bathroom Lock and Release from the door knobshop.com (MI-BLR-TOR_M4).
Door Stopper (magnetic): - Door Knob (Toilet Door)	BALL BEARING HINGES – MAGNUM (9109). BOXYTYPEFLUSHBOLTS(10"LongHaitlineSS) MAGNUM(BF10).
Hinges :-	SoloSS: (SS304) (SFMS-1). Lama Gio Ponti 1954 (M 107(Matt Crome)). TorontoBathroomLockandReleasefromthedoorknobshop.com (MI-BLR- TOR_M4). BALLBEARINGHINGES– MAGNUM(9109).
Aluminium sections Aluminium window hardware	Jindal heavy section16gauges colour anodised.GESSEE.
Stainless SteelSink	Nirali.
Locks	Godrej, Yale
Paints(Internal&External)	Asian, I.C.I. Berger and protégé.
Acrylic Paint	I.C.I.Paint,Asian Paint,protégé.
Waterproofing	India Waterproofing CC, Protégé, BASF
Chemical Admixtures & Waterproofing compounds	MC Bauchemie, Pidilite, CICO,Sunanda Chemicals.Suparnav Chemicals, BASF.

ELECTRICAL WORKS	
Wires(FRLS)	Copper conductor double/single PVC as per IS694, Finolex, Sundeep, Polycab, R.R. Cable, and Havells.
TPNSFU / FSU with HRC fuses	L&T, Siemens, G.E, Schneider.
HRC fuses	L&T, Siemens, G.E, Schneider.
Energy Meter	As supply by TATA.
MCB&MCBDB	Schneider, Siemens, L& T–Havells, Legrand.
MCCB	Schneider, GE.
MCB+ELCB	Legrand, Siemens, L&T, Havells.
ELCB	Legrand, Siemens, L&T, Havells.
Busbar Chamber	CPL, KEW.
Metalclad DP and TPN Switches and sockets	Clip.
Iron cladcutout	Bosma or any TATA approved or equivalent.
11 KV Ring Main Unit without switches and sockets and switch fuse units	Andrew Yule and Co. LG, Southern switches and sockets.
11KVXLPE Cable	Asian, CCL, Glosteror, Polycab, RPG.
Transformer11KV/43KV. Indoor	Emco,Bharat Bijlee,Voltamp,Pactil.
Cable glands	Brass heavy duty, glands, weather proof with rubber washer's and gaskets.
Cable Lugs	Dowell's (Crimping type).
Terminal blocks	Elmex.
Reliable fuse base& tops	KEW,CPL.
Lighting fixtures for HPMV / HPSV Lamps and fluorescent tubes	Bajaj, Wipro, Phillips, CFL.
Fluorescent tubes	Bajaj, Wipro, Phillips, (CFL).

HPMV and HPSV	Bajaj, Wipro, Phillips, CFL), CROMPTON.
Steel Tubular Poles	Bombay poles, Nityanand poles, Noel Poles.
Non corrosive pipe with decorative light for compound wall area.	Wipro, Philips.
Motor Starter	L & T, Siemens, etc.
Water pumps	Crompton, Kirloskar.
Capacitor	Manohar, L & T, Khatau.
Switches and sockets, sockets & switchboards(modular)	Roma, Clips & Cabtree, CP4, Panasonic, Legrad.
DP Switches and sockets and other lighting accessories	CPL Wizard Series, Legrad. Schneider
Screws	Nettlefold, GWK
Earth wire	Barecopper / PVC insulated wire of required
PVC conduits pipe and accessories	Precision.
PVC casing / capping with accessories	Modi Classic.
MS conduit pipe and accessories	Supreme, BEC, Vimco.
Rotary Switches and sockets	L&T, Siemens, Kaycee.
Geyser / boiler	Rcold, Bajaj, Havells, Venus, vguard (suitable for gas installation).
Generator	Kirloskar, Cummins.
Video door phone / camera	Siemens.
Water Purifier	AquaGuard.
Exhaust Fan	Crompton. Almonad, GA, Bajaj

PLUMBINGWORK	
SanitaryWare	Hind ware / Hindustan
C.P. Fittings	Asper“Minimum amenities required for newredevelopment building of part “B” commercial Tender documents.
G.I. / M.S. Pipes	TATA “C” class.
G.I. Fittings	Kirti, Unik.
Sluice Valve	Kirloskar.
Stone ware Pipes	Girco,Rajura Ceramics.
C.I. LA Class Pipes & fittings	Neco.
RCC Hume Pipes	K.K. Industries, Pranali.
Gate Valve(All ISI Mark)	Zoloto.
Butterfly Valves	Audco India.
Basin	Kohler-Round Vessels-K-14800T-0Round (above counter)
Sink Mixers	Kohler–PuristK-14415IN-4ND-CP wall mounted with level handle in polished chrome.
OH Shower	Head shower Cosmopolitan code: 28373000 Ø210mm120 spray nozzles spray pattern Rain startingat 0.5bar flow pressure.
Single Lever Bath mixer	Single-leverbathmixer19285000 Set for final installation for 3550100033961 33 963000 without concealed body.
Shower arm	Shower arm modern metal projection 286 mm Code:28576000.
Bath spout	Atrio Bath spout 13139000 wall mounted mousseur projection 168mm.
WC	Kohler –Presquile K-18166-S_0 with quiet close seat with cover.

Health Faucet	Jaguar Alliedno.573 with 8mm dia and 1 mts long flexible tube and Hook.
Conceal Flush Tank With Flush Actuators	Flushing cistern for WC 6 - 9 l adjustable with small maintenance access pneumatic discharge valve offering 3 modes of operation: dual flush or start/stop or non-interruptible water supply connection from top low noise (group lacc.to German code: 38863000.
Flush plate	Skate Air Wall plate 38506 000 for dual flush or start & stop actuation for pneumatic discharge valve horizontal installation 156 x 197 mm made of ABS.
Angle Cock	Jaguar CAT No. 5053
Waste Coupling	Jaguar CAT No. 705
Bottle Trap	Jaguar CAT No. 769B
Floor Drain	Chilly-CCTL-SMHC-150.
Toilet Roll Holder	Jaguar CAT No. 35751.
Kitchen Mixer (single-lever sink mixer, single hole installation adjustable flow rate Limiter swivelling tubular spout mousseur)	Grohe Minta 32917000.
Kitchen Sink	Blanco Tipo 6 Natural finish Bowl reversible Code No: 511949.
Flush Valve	Jaquar.
Fire Hydrant Landing Valves Hose, reels, Canvas Hose, Cabinets, Portable Extinguishers	Newage.
PVC Pipes and Fittings	Supreme, Phinolex.
Urinal Flush Valve	Geberit.

Hydro Pumps, Panels and equipment's and Fire & sprinkler pumps	Grundfoss, Kirloskar.
Sprinkler Heads	S.A.S.,H.D.
Sewage handling pumps	HBD Kirloskar, KSB.
Brass Ball Valve	ZOLOTO.
Storage Tank UPVC pipes & fitting:- CPVC pipes for hot& cold water	Sintex,Simlex, Suprime, Astral, Phinolex.
FIRE & ELECTRONIC SECURITY (As per CFO approval as per NBC and UL certify.	
G.I. Pipe	TATA.
Butterfly Valves	Audco.
Pressure Gauges"	Fiebig, H. Guru.
Paint	Asian, I.C.I.
Hydrant Valves Branch pipes and other Accessories	Monsher Newage, Minimax.
First Aid Hose Reel Drum	Monsher,Newage.

Pumps	Kirloskar.
Motors	Kirloskar.
Diesel Engine	Cummins.
Foot Valve with GMS trainer	Monsher,M&P.
Air Release Valve	Monsher, M&P.
Batteries	Exide.
Canves Hoses	Newage, Jayshree, FireMarshall.

FRLS cables	CCI, Finolex.
Starters	Siemens, L&T.
Motor Control Panels	Monsher, Mather & Platt (LPL Approval.).
Control Cables	CCI, Finolex, Gloster.
Fire alarms control zonal panel/Hooter call point/Response Indicator	Monsher, Mather & Platt.
Smoke Detectors	Edwards, System Sensor Notifier.
Sprinkler Heads	Grinnel, Viking.

CHAPTER-(11) APPLICABLE CODES & SPECIFICATIONS

The following specifications, standards and codes are made a part of this contract document. All standards, specifications, codes of practice referred to herein shall be the latest editions/revisions including all applicable official amendments, revisions & all relevant parts.

IS: CODES	DESCRIPTION
Excavation and Earthwork:	
IS-3764	Safety code for excavation work
IS-4081	Safety code for blasting and related drilling operations
IS-10379	Code of practice for field control of moisture and compaction of soils for embankment and sub-grade
IS-783	Code of Practice for laying of concrete pipes
IS-3385	Code of practice form easurement of civil PMC/Society works
IS-2720	Determination of Water Content/ Dry Density

Piling, Concrete and Allied Works:	
IS-8112/12269	Ordinary Portland cement(M43&M53grade)
IS-8042	White Portland cement
IS-1489	Portland-Pozzolana cement
IS 2911	Piling
IS-383	Coarse and fine aggregates from natural sources for concrete
IS-2386	Methods of test for aggregates for concrete
IS-2430	Methods of sampling of aggregates for concrete
IS-4925	Concrete batching and mixing plant
IS-10262	Recommended guidelines for concrete mix design
IS-456	Code of practice for plain and reinforced concrete

IS-1199	Method of sampling and analysis of concrete
IS-516	Methods of test for strength of concrete
IS-3370	Code of practice for concrete structures for storage of liquids
IS-2571	Code of practice for laying in-situ cement concrete flooring
IS-2645	Integral cement waterproofing compounds
IS-4990	Plywood for concrete shuttering work
IS-1786	High strength deformed steel bars and wires for concrete in reinforcement
IS-432	Mild steel and medium tensile Steel bars and hard drawn steel wire for concrete in reinforcement
IS-1521	Method for tensile testing of steel wire
IS-1608	Method for tensile testing steel products
IS-2502	Code of practice for bending and fixing of bars for concrete reinforcement
IS-2571	Code of practice for welding of mild steel plain and deformed bars for reinforced concrete construction
IS-8989	Safety code for erection of concrete framed structures
IS-3696	Safety code for scaffolds and ladders
IS-3558	Use of immersion Vibrators for Consolidating Concrete
IS-3025	Methods of Sampling and Test (Physical and Chemical) for Water used in Industry
IS-2722	Portable Swing weigh batchers for concrete (single and double bucket type)
IS-2506	Screed Board Concrete Vibrators
IS-1791	Batch Type Concrete Mixers
IS-1489	Portland Pozzolana Cement (PPC)

IS-8112	Ordinary, Portland Cement (OPC) Grade 43Cement
IS-4634	Method of Testing Performance of Batch-type Concrete Mixers
IS-4326	Earth quake resistant design and construction of the building
Masonry Work:	
IS-1077	Common burnt clay building bricks
IS-3495	Methods of tests for burnt clay building bricks
IS-5454	Methods of sampling of clay building bricks
IS-2212	Code of practice for brick work
IS-1597	Code of practice for construction of stone masonry
IS-2572	Code of practice for construction of hollow concrete block masonry
IS-2250	Code of practice for preparation and use of masonry mortars
IS-1905	Code of practice for structural safety of buildings, masonry walls
IS-2645	Integral cement waterproofing compounds
IS-2116	Sand for Masonry Mortars
IS-2394	Code of practice for application of lime plaster finish
Plastering and Pointing:	
IS-1542	Sand for Plaster
IS-1661	Code of practice for application for cement and cement lime plaster finishes
Paving, Floor finishing and Dado:	
IS-6509	Code of practice for installation of joints in concrete pavement
IS-1237	Cement concrete flooring tiles

IS-1443	Code of practice for laying and finishing of cement concrete flooring tiles
IS-777	Glazed earthen-ware tiles
IS-2114	Laying in situ terrazzo floor finish
IS-2571	Laying in situ concrete flooring
Doors, Windows and Ventilators:	
IS-4021	Timber door, window and ventilator frames
IS-1003	Timber panelled and glazed shutters
IS-2191	Wooden flush door shutters (cellular and hollow core type)
IS-2202	Wooden flush door shutters (solid core type)
IS-2338	Code of practice for finishing of wood and wood based materials
IS-1948	Aluminium's doors and ventilators
IS-1949	Aluminium windows for industrial buildings
IS-3548	Glazing in building
IS-4020	Methods of tests for wooden flush door Type tests
IS-5807	Method of test for clear finishes for wooden furniture
Painting:	
IS-2395	Code of practice for painting, concrete, masonry and plaster surfaces
IS-2933	Specification for enamel synthetic, exterior, type-II
IS-2932	Specification for enamel synthetic, exterior, type-I
Miscellaneous Work:	
IS-6313	Code for practice for anti-termite measures in buildings

Road Works:	
IRC-37	For bituminous roads
IRC-58	For concrete roads
IS-73	Paving Bitumen
IS-215	Road Tar
IS-217	Cut back Bitumen
IS-383	Coarse and fine aggregates from natural sources for concrete
IS-455	Pre-cast Concrete pipes (with and without reinforcements)
IS-460	Test Sieves
IS-235	Methods of test for aggregate for concrete
IRC-19	Standard specification & code of practice for Water Bound Macadam
Sanitary, Water Supply and Drainage Works:	
IS-2556	Vitreous Sanitary appliances (Vitreous china)
IS-5329	Code of practice for sanitary pipe works above ground for buildings Cast Iron brackets and supports for wash basins and sinks
IS-3486	Cast Iron spigot and socket drain pipes
IS-782	Caulking lead
IS-651	Salt glazed stone ware pipes and fittings
IS-5961	C.I., gratings for drainage purposes
IS-1230	C.I. rain water pipes and fittings
IS-554	Dimensions for pipe threads where pressure tight joints are made on threads
IS-781	Cast copper allow screw down bid taps and stop valves for water services
IS-774	Flushing cisterns for water closets and urinals

IS-2470	Code of practice for installation of septic tanks
IS-2065	Water supply in buildings
IS-1172	Basic requirements for water supply, drainage and sanitation
IS-771	Glazed earthenware sanitary appliance
IS-1172	Basic requirements for water supply drainage and sanitation
IS-1742	Building drainage
IS-5219	P & S traps (Part I)
General:	
IS-1200	Method of measurement of buildings and civil PMC/Society works
IS-4326	Code of practice for earthquake resistant design and construction of buildings
IS-1893	Criteria for earthquake resistant design of structures

CHAPTER-(12) TECHNICAL SPECIFICATIONS

Technical specifications given in these documents are minimum expected specification and shall be superseded by the specification of the Architect / structural engineer as given in minimum amenities required for redevelopment building given in commercial (priced) bid in part "B" document unless the later are inferior to those given herein below. The decision of P.M.C. shall be final and binding on both the parties.

1: DISMANTLING AND DEMOLISHING

Dismantling: The term 'Dismantling' implies carefully separating the parts without damage and removing. This may consist of dismantling one or more parts of the building as specified or shown on the drawings.

Demolition: The term 'Demolition' implies breaking up. This shall consist of demolishing whole or part of work including all relevant items as specified or shown on the drawings.

PRECAUTIONS:

All materials obtained from dismantling or demolition shall be the property of the Developer and shall be kept in safe custody until they are handed over to the authorized representative.

The demolition shall always be well planned before hand and shall generally be done in reverse order of the one in which the structure was constructed. The operations shall be got approved from the PMC / Society before starting the work. Due care shall be taken to maintain the safety measures prescribed in IS4130.

Necessary propping, shoring and or under pinning shall be provided to ensure the safety of the adjoining work or property before dismantling and demolishing is taken up and the work shall be carried out in such a way that no damage is caused to the adjoining

Work or property. Wherever specified, temporary enclosures or partitions and necessary scaffolding with suitable double scaffolding and proper-cloth covering shall also be provided, as directed by the PMC/Society

Necessary precautions shall be taken to keep noise and dust nuisance to the minimum. All work needs to be done under the direction of PMC / Society. Helmets, goggle, safety belts etc. should be used whenever required and as directed by the Engineer-in-Charge / PMC / Society. The demolition work shall be proceeded with in such a way that it causes the least damage and nuisance to the adjoining building and the public.

Dismantling shall be done in systematic manner. All materials which are likely to be damaged by dropping from a height or by demolishing roofs; masonry etc. shall be carefully removed first. Chisels and cutters may be used carefully as directed. The dismantled articles shall be removed manually or otherwise, lowered to the ground (and not thrown) and then properly stacked as directed by the Engineer-in-Charge / PMC / Society. All unserviceable materials, rubbish etc. shall be disposed of as directed by the Engineer- in-Charge / PMC / Society.

The contractor shall maintain / disconnect existing services, whether temporary or permanent, where required by the Engineer-in-Charge /PMC / Society

No demolition work should be carried out at night especially when the building or structure to be demolished is in an inhabited area.

Screens shall be placed where necessary to prevent injuries due to falling pieces.

Water may be used to reduce dust while tearing down plaster from brickwork.

Safety belts shall be used by labourers while working at higher level to prevent falling from the structure.

First-aid equipment shall be got available at all demolition works of any magnitude.

A-3. RECOMMENDATIONS FOR DEMOLITION OF CERTAIN SPECIAL TYPES AND ELEMENTS OF STRUCTURES

In-situ Reinforced Concrete: Before commencing demolition, the nature and condition of the concrete, the condition and position of reinforcement, and the possibility of lack of continuity of reinforcement should be ascertained.

Attention should be paid to the principles of the structural design to determine which parts of the structure depend on each other to maintain over all stability.

Demolition should be commenced by removing partitions and external non-load bearing cladding. It should be Noted that in some buildings the frame may rely on the panel walls for stability. Where hard demolition methods are to be used, the following procedures should be used.

Reinforced Concrete Beams

For beams, a supporting role should be attached to the beam. Then the concrete should be removed from both ends by pneumatic drill and the reinforcement exposed. The reinforcement should then be cut in such a way as to allow the beam to be lowered under control to the floor

Reinforced Concrete Columns

For columns, the reinforcement should be exposed at the base after restraining wire guy ropes have been placed round the member at the top. The reinforcement should then be cut in such a way as to allow the column to be pulled down to the floor under control.

Reinforced Concrete Walls

Reinforced concrete walls should be cut in to strips and demolished as for columns.

NOTE: The Developer shall keep intact the portion required for temporary use shall not be removed.

2: PILING

The piling if required shall be done as per I-S 2911 & shall be of minimum 300 mm or 5 times

diameter of reinforcement whichever is less socketed in hard rock. The work shall be done as per soil consultant's recommendation, Geo Technical report and RCC Consultants design, concrete mix design, reinforcement details of pile Cap size reinforcement etc. have to be approved from society, soil consultant and RCC Consultant. Load test, if insisted by RCC consultant shall be as per I-S 2911 part 4 to confirm its design capacity. 50.8 mm sacrificial covers for piles have to be considered if the subsoil water Contains sulphur or chloride beyond permissible Limit.

3: WATER

Water used for mixing, curing of concrete and for building work shall be free from injurious amounts of deleterious materials. Potable water is generally considered satisfactory for this purpose. If required, the water shall be tested.

4: CEMENTS

a. Cements used shall be ordinary Portland cement conforming to IS: 8112 or IS 12269 (M43 or M 53 grade). The use of other cement shall be with specific approval of the Consultant / Engineer.

b. When tests are considered necessary, they shall be carried out as per IS 269. Cement required for use shall be fresh as possible. Cements stored for more than 120 days shall not be used without carrying tests and / or prior approval of engineer.

Cement shall be stored at the work in such a manner as to prevent deterioration due to moisture on intrusion of foreign matter.

5: LIME AND NEERU

Lime and Neeru used shall conform to IS 712. Neeru prepared and stored for more than 15 days shall not be used.

6: AGGREGATES

a) All aggregates shall conform to IS- 383. The maximum size of coarse aggregate shall be as large as possible but within 80 mm in size and in no case greater than 1/4 the minimum thickness of member, or 5mm less than minimum clear distance between the main reinforcement. However, in reinforced concrete work coarse aggregates having a maximum size of 20mm are generally considered satisfactory.

b) Sand used for concrete and plaster work shall be clear, well graded hard, strong, durable, free from injurious amounts of dust, clay, kankar, soft or flaky particles shale, silt alkali, salts etc. and shall be approved by the Engineer. If required shall be washed using Sand Washing Machine at site.

c) Coarse aggregate shall consist of crushed or broken stone, and be hard, strong, and dense, of proper gradation and free from skin and coating likely to prevent proper adhesion of mortar. The aggregates shall generally be cubical in shape. Flaky and elongated pieces shall be avoided. All samples shall be approved by the engineer.

7: STONES

Stones to be used in the masonry shall be trap, granite, quartzite, gneiss, laterite or any other type of good stones that may be specified in the item. The stone of the required quality shall be

obtained from quarries specified in the contract or quarries approved by the Consultant/Employer. Laterite stone should be compact in texture. The mottled streaked colours pervading it should be evenly distributed. Laterite stones exposed to weather to harden for some time should be preferred.

Quality of face stones the stones to be used in the face shall be tough, hard dense, sound and durable, resistant to weathering action, reasonably fine-grained / uniform in colour and texture and free from seams, cracks or other defects which would adversely affect their strength, durability or appearance. The exposed faces shall be entirely free from any type of discoloration. Stones shall generally be freshly quarried with clean faces and sharp edges all round and shall be of such a character that it can be worked to such lines and surfaces, whether curved or plane as may be required, size and shape of stone shall be as per the requirements of each item.

Quality of rubble stones - Rubble stones for hearting shall be of approved quality sound, hard dense and durable, free from segregation seams, cracks weathered portions and other structural defect or imperfections tending to affect their soundness, and strength.

Samples - samples of stone to be used in the work shall be got approved by the Consultant / Employer before the work is started and such samples shall be maintained in the Consultant / Employer's.

8: BRICKS

Bricks shall be of first class quality and of regular and uniform size, shape and colour, uniformly well burnt throughout not over burnt. They shall have plane rectangular faces with parallel sides and sharp. Straight and right angled and shall be free from cracks or other flaws. They shall have a frog of 10mm depth on one their flat faces.

They shall give a clear metallic ringing sound when struck together.

They shall show a fine-grained, uniform, homogeneous and dense texture on fracture and be free from lumps, laminations, cracks, air holes, and soluble salts causing efflorescence or other defects. They shall not break when dropped on the ground on their flat face in a saturated condition from a height of 60cm (about 2')

SIZE - The size of the conventional bricks may vary from 8.3/4"/16" x 2.5/" (about 22.23 cm x 10.64 cm x 6.67 cm) to 9" x 4 1/4 "x 3"(22.86 cm x 10.80 cm x 7.62 cm) Only bricks of one standard size shall be used.

ABSORPTION - after immersion in water, absorption by weight shall not exceed 15 percent of the dry weight of the brick when tested according to IS 1077.

9: REINFORCEMENT

Mild steel and medium tensile steel bars grade I as per IS 432 (part 1).

High yield strength deformed bars confirming to IS-1786.

Cold twisted steel bars confirming to IS 1786.

Hard drawn steel wire fabric confirming to IS 1566 & IS -432(Part II).

All the reinforcement shall be clean and free from dirt, oil, paint, grease, mill scale or loose or thick rust at the time of placing.

The Developer / Employer shall produce a test certificate whenever demanded. If independent test

are considered necessary, they shall be carried out according to IS 1521 & 1608.

Reinforcement steel shall be stored above ground surface and shall be protected as far as practicable from surface deterioration by direct contact with undesirable elements or by exposure to conditions producing rust and corrosion.

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

MILD STEEL BINDING WIRE.

The mild steel wire shall be of 16 or 18 gauge and shall conform to IS 280; it shall be free from rust, oil paints, grease loose mill scale or any other undesirable coating which will prevent adhesion to cement mortar.

The wire coils shall be free from rust corrosion.

No measurements will be taken of the wire used for tying reinforcement bars. The rate for reinforcement steel and its fabrication shall include the cost of the binding wire.

10: TIMBER

Specifications cover the requirements of good quality timber for various works. When the kind of wood is not specially mentioned, good Indian teak alone shall be used.

Timber to be used in building works shall be from heart of a sound tree of mature growth. It shall be uniform in substance, straight in fibre and free from large loose knots flaws shakes, warp, cup, twist, bends or defects of any kind. It shall be free from spongy, brittle, flaky or brushy conditions. All timber shall be seasoned and free from decay, rot, harmful fungi and insect attacks or any other damage which will affect the strength, durability, appearance or its usefulness for the purpose for which it is required.

CHAPTER-(13) DRAFT DEED OF INDEMNITY

[By Developer in Favour of Society and the Members]

THIS DEED OF INDEMNITY is made at Mumbai this.....day of BETWEEN:

I/We.....

Having our registered office at

.....
Here in after called "THE OBLIGOR" (which expression shall unless it be Repugnant to the context or meaning thereof be deemed to mean and include its successors and assign) of the FIRST PART; AND

"ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD.", a Society registered under the Maharashtra Co- operative Societies Act, 1960, having its registered office at plot no 6 & 7, KANTI NAGAR, OPP. JAIN MANDIR BEHIND JB NAGAR, ANDHERI (EAST), MUMBAI-400059. here in after referred to as "THE SOCIETY" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) and All Members of the Society, listed in Schedule-1, all Indian Inhabitants all having their addresses at the flats shown against their respective names in the "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." (AACHSL), as above here in after collectively referred to as the "MEMBERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns). The Society and the Members are here in after collectively referred to as the "OBLIGEEES" of the OTHER PART

WHERE AS:

By a Development Rights Agreement dated ("said Agreement") executed between "THE OBLIGOR" (which Expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assign) of the FIRST PART;

AND "ASAWARI APARTMENTS CO-OP HOUSING SOCIETY LTD." (AACHSL), The Society and the Members are here in after collectively referred to as the "OBLIGEEES" of the OTHER PART
The Society has agreed and granted the License to the Obligor to enter upon the property, more particularly described in the Schedule there under written for the limited purpose to develop the Property on Plot by demolishing the existing buildings comprised of 47 flats on the said Plot and by constructing proposed buildings / structures (herein after called the "PB") thereon by utilizing existing F.S.I. of the said Plot by acquiring and utilizing T.D.R. / F.S.I. & fungible FSI for providing additional carpet area to the existing Members as Developer and by acquiring and utilizing balance T.D.R. / F.S.I. & Fungible FSI as Developers on the terms and conditions incorporated in the said Agreement. As per the said agreement the Obligor shall act as the contractor for the Members for Construction of the new flats for them and providing one car parking spaces to the existing each Members of the Society in PB.

The said Agreement is properly stamped and registered in the office of the Sub-Registrar, Bandra vide Register No..... /.../2024...

As per the said Agreement:

The Obligor is required to obtain at its own costs, Development Right Certificate (DRC) in name of

Society in accordance with the provisions of the Development Control Regulations for Greater Bombay, 1991 & DCPR 2034 new amended rules and pay premium for Fungible FSI and for staircase, lift and lobby area also, get the building plans approved (after getting the consent of the Members of the Society there to), obtain the Commencement Certificate and sanction of the building plans, elevations from the Municipal Corporation of Greater Mumbai (MCGM) and pay all the requisite deposits, fees, premiums etc. to various authorities including the MCGM for the purpose of getting the building plans approved to enable it to construct and complete the new construction at its own costs and expenses and the Society or the Members shall not in any way be liable or responsible for the same.

The Obligor is required to pay and discharge duly and punctually all those liabilities to the building developer, labour material suppliers, workmen and other employees employed by it for the purpose of and

Incidental to the development work and agrees to indemnify and keep indemnified the Society / Members from and against all actions, costs, claims and demands arising there from.

The Obligor shall from date of execution of the Development Agreement indemnify and keep indemnified the Society / Members from and against all costs, consequences claims, demands that may be made or raised on the Society / Members as a result of the said construction activity and / or on Account of any act of commission or omission or any breach, delay or default on the part of the Developer in developing the said Property, including third party claims.

The Obligor shall alone be responsible for any liability under E.S.I.S., GST, Provident Fund, Workmen Compensation Act, workers Contract Act and shall indemnify and keep indemnified the Members / Society in this regard. The Developer shall also take suitable insurance CAR policy for the new building under construction for the adequate value.

NOW THIS DEED WITNESSTH that pursuant to the said Agreement and the premises afore said, the Obligor does here by indemnify and shall from time to time and at all times hereinafter save harmless and keep indemnified the Obliges from and against all actions, losses, costs charges, expenses, claims, demands, damages and liabilities whatsoever, which the Obliges may incur or suffer arising as a result of any act of commission or omission during the course of redevelopment of the said Plot by the Obligor, any claim, and

/ or demand of, penalty demanded, imposed in the course of development by the MCGM and / or all other concerned authorities, liabilities to the building developer, labour, material suppliers, workmen and other employees employed by it for the purpose of and incidental to the development work, any liability under E.S.I.S, Provident Fund, VAT Service Tax, GST, Workmen Compensation Act, Workers Contract Act and agrees that the Obligor shall make good such loss at its own costs.

IN WITNESS WHEREOF the Obligor has here un to set and subscribed its signature on the day and year first here in above written.

SIGNED AND DELIVERED)
by
The within names)
"OBLIGOR"
M/s)

DEVELOPER
By the hand of Director /)
partner
Mr.....)
PAN.....)
in the presence)
of.....)

BEFORE ME.

CHAPTER– (14) DEVIATION FORM

Sr. No.	Chapter	Clause No.	Description in tender document.	Developer Deviation.

NOTE:

If unavoidable, Bidder may stipulate deviations to the requirements of the bidding Document only in this format.

Bidder shall furnish Technical & Commercial deviations, if any, separately.

Any deviations stated elsewhere in the bid shall not be taken into account and may render the bid Non- responsive and liable to be rejected.

CHAPTER-(15) TECHNICAL QUERY FORM

Sr.No.	Chapter	Section clause	Query	PMC Response

CHAPTER-(16) INDEX OF ENCLOSURES TO TENDER DOCUMENT

7* 12 Abstract

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Members Are

