

<b>INSTRUCTION TO BIDDERS</b>
<b>1. SITE</b>
<ul style="list-style-type: none"> <li>• Before submitting his tender Bidder must visit the site of work at his own expenses and familiarise himself with all the site conditions, approaches, availability of materials, camping facilities etc., which may affect the work. For this visit the Bidder may contact the PMC.</li> <li>• All necessary access road will have to be made and maintained by the successful Bidder at his cost. The other agencies employed by the Society may use the access roads and the developer shall not claim any amount or object to such use of the access roads.</li> </ul>
<b>2. TENDERS</b>
<ul style="list-style-type: none"> <li>• Tenders shall be submitted in the prescribed format and manner complete in all respects.</li> <li>• Each page of the tender document is required to be signed by the Bidder. Any tender with any of the document not so signed shall be rejected. No alterations, additions or erasures in the tender document are permitted; it will cause such tender liable to rejection.</li> <li>• Tender form must be filled in English and all entries must be made by type written in ink. Erasures and alteration made, if any while filling the tender must be initialled.</li> <li>• In case the tender is submitted by any proprietary concern, it shall be signed by proprietor only. The proprietor should submit bank signature verification from their bankers. In case of a Registered Company, Partnership firm, the seal of the Company / Firm shall be affixed over the signature of one or more directors / partners as may be provided in the articles of Society or Deed of Partnership and / or Board Resolution.</li> <li>• If it is found that two or more persons who are connected with one another either financially or as principal &amp; agent or master and servant have tendered under different names for the same contract, without disclosing their connections, then such tender will be rejected and Earnest Money Deposit shall be forfeited. Any contract entered into under such conditions is also liable for cancellation.</li> </ul>
<b>3. SUBMISSION &amp; OPENING</b>
<ul style="list-style-type: none"> <li>• The Tender shall be submitted in accordance with these instructions and any Tender not conforming thereto is liable to be rejected. The tender shall be submitted in two sealed envelope kept in a third sealed envelope.</li> <li>• The Technical Bid (ENVELOPE – A) shall consist of Bidder’s documents for prequalification and all other documents listed in the Sr. No. 16 for List of Documents to be submitted kept in one envelope super scribed as “Technical Bid”.</li> <li>• The Financial Bid (ENVELOPE – B) shall also comprise of duly signed and stamped tender and others documents listed in Sr. No. 16 for List of Documents to be submitted kept in a second sealed envelope super scribed “Financial Bid”</li> <li>• Both the sealed envelopes should be kept in a third main envelope along with the Pay Order / DD for EMD and superscribed as “Tender for Proposed Redevelopment of the Existing Building known as “GULMOHOR FLATS”.</li> <li>• The Choice of the Bidder would be on the basis of Floor Plans, Builtup Area and Compensation of Inconvenience to be paid by the Bidder to each Society Member. The General Body of the Society shall be entitled to select floor plans of the choice of the majority members. The floor plans that do not meet the requirements of this tender and also do not appeal to the majority of the members shall be summarily rejected and their financial bids shall not be opened. All voting and selection shall be done on merit. A representative of the bidder shall be personally present during such choices and a confirmation will be sought by the bidder before finalisation.</li> <li>• The financial bids of the Builders / Developers / Consortiums whose proposals do not satisfy the Pre-Qualification Criteria will not be considered. The tenders that do not fulfil any or all of the above conditions or are incomplete in any respect are liable to be summarily rejected.</li> </ul>
<b>4. ACCEPTANCE and REJECTIONS</b>
<ul style="list-style-type: none"> <li>• Conditional Tenders are liable to be rejected. Bidders are advised to avoid putting conditions that are at variance with the terms and conditions already stipulated in the Tender Document.</li> </ul>

<ul style="list-style-type: none"> <li>● The Bidder shall not mention any terms &amp; conditions in the forwarding letter if the Tender becomes conditional, it shall be summarily rejected.</li> </ul>
<ul style="list-style-type: none"> <li>● The Tender shall be rejected if any of the pages of the Tender are removed / replaced.</li> </ul>
<ul style="list-style-type: none"> <li>● The Tender shall be rejected if it is not complete in all respects.</li> </ul>
<ul style="list-style-type: none"> <li>● The Tender shall be rejected if the Earnest Money Deposit is not submitted with the Tender at time of Submission.</li> </ul>
<p><b>5. TIME OF COMPLETION.</b></p>
<ul style="list-style-type: none"> <li>● The time shall be considered to be the essence of the contract. The developer shall adhere to the construction schedule furnished at the time of Agreement.</li> </ul>
<p><b>6. EXECUTION OF AGREEMENT.</b></p>
<ul style="list-style-type: none"> <li>● The Bidder 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 agreement in the proper form. Failure to furnish the security deposit or Performance Bank Guarantee or to execute the agreement within the time specified shall constitute a breach of Tender Conditions and in such case the Earnest Money accompanying the tender shall be forfeited by the Society.</li> </ul>
<p><b>7. RETURN OF TENDER DOCUMENT.</b></p>
<ul style="list-style-type: none"> <li>● The Tender document together with Notice inviting Tender Letter shall eventually form part of the contract agreement to be entered into between the parties.</li> </ul>
<ul style="list-style-type: none"> <li>● The Notice inviting tender (NIT) Letter complete with all enclosure shall be returned to Society by every party to whom it is sent irrespective of whether he / it wishes to submit the tender or otherwise.</li> </ul>
<p><b>8. CONSTRUCTION MATERIALS.</b></p>
<ul style="list-style-type: none"> <li>● All other construction materials required for the contract shall be provided by the developer unless noted otherwise. All unloading at site, transportation, handling, storage after delivery shall be the responsibility of the developer.</li> </ul>
<ul style="list-style-type: none"> <li>● The developer shall maintain a proper account of all the materials received and consumed and shall submit documents as directed by the PMC with regard to their procurement and consumption on completion of the work.</li> </ul>
<ul style="list-style-type: none"> <li>● The materials procured by the developer at all times shall be open for inspection by the PMC. The responsibility for any loss, damage or theft of these materials shall rest entirely with developer.</li> </ul>
<p><b>9. OFFER</b></p>
<ul style="list-style-type: none"> <li>● The offer given by the developer shall be firm throughout the period of construction. The only accepted change will be regarding the building plans as sanctioned by the appropriate authorities like NMC / NIT / AAI etc.</li> </ul>
<p><b>10. VALIDITY</b></p>
<ul style="list-style-type: none"> <li>● The tender submitted shall be kept valid for acceptance atleast for 90 days from the date of opening the financial bid.</li> </ul>
<p><b>11. BAR CHART &amp; ACTIVITY SCHEDULE.</b></p>
<ul style="list-style-type: none"> <li>● A detailed Bar chart will be submitted by the PMC for schedule of activities which will be consented and verified by the bidder.</li> </ul>
<p><b>12. AGREEMENT PREPARATION CHARGES</b></p>
<ul style="list-style-type: none"> <li>● Successful Bidder shall pay all the expenses towards Legal and other incidental Expenses of whatever nature connected with the preparation and execution of Contract Agreement / Documents. It may be noted these charges do not include any professional fees payable to the Advocates and Solicitors as clearly mentioned in the Tender. Only the legal disputes that arise out of ownership or legality of the property and/or related to internal disputes of the society itself are indemnified for the bidder. In a case where such disputes arise, the bidder and society may work together to resolve the issues at hand. But in such a case the Performance Bank Guarantee will be immediately cancelled and returned to the bidder. All the deposits and EMDs shall also be returned immediately. The time delay caused due to such a dispute shall be extended to the bidder's time of completion. For such delay the compensation shall be made from the corpus amount that is to be paid to the society.</li> </ul>
<p><b>13. SAFTEY CODE</b></p>

- Safety precaution shall be followed as per the prevailing "SAFETY CODE". In addition, the Builder / Developer shall Provide Safety barricades for the safety of persons moving in the compound in the form of hessian cloth screens at no extra cost.

**14. SECURITY DEPOSIT and EMD**

- The Security Deposit and Earnest Money Deposit will not bear any interest, whatsoever.

**15. PENALTY FOR DELAY IN COMPLETION**

- The penalty for delay in handing over the redevelopment flats shall be Rs. 15,00,000/- (Rupees Fifteen Lacs only) per quarter. In case of a force majeure and/or an act of god and/or a natural calamity and/or pandemic such as covid; a special extension shall be provided by the society to the bidder.