

PART 1

TENDER

**FOR
JOINT RE-DEVELOPMENT OF**

RAJULA CO-OP. HSG. SOC. LTD. & RAJUL B CO-OP. HSG. SOC. LTD. (CS NO. 193 part)

9, Harkness Marg, Malabar hill, Mumbai – 400006

Regd.No. - MUM/WD/HSG/8235 of 2001-2002 (A wing) & 8236 of 2001-2002 (B Wing)

TENDER REFERENCE NO: TRN 12/2025-26

TENDER ID: HDM/___/2025-26



**HEADWAY NKPC CONSULTANTS LLP.
PROJECT MANAGEMENT CONSULTANTS/ ARCHITECT
Contact No.: +91 9892774338/ 9870985005
PMC Email: headwaydm@gmail.com / jinay@headwaydm.com**

Signature of Chairman/Hon. Secretary
Of both Societies.

Sign of Tenderer
(Post Submission)

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A. DISCLAIMER

1. This Tender document (“**Tender**”) contains brief information of the proposed joint redevelopment of the Rajul A Co-Operative Housing Society Limited and Rajul B Co-Operative Housing Society Limited (“**Society**”). The purpose of this Tender is to provide basic / preliminary information to assist the Tenderers to formulate their bid application. The details provided in this Tender or subsequently provided to the Tenderer whether verbally or in documentary or any other form by or on behalf of the Society during the process, are indicative in nature, and the Tenderer should independently undertake title, technical or other due diligence and analysis, at their own cost and expense, prior to the submission of its offer and shall fully satisfy themselves in relation thereto and Society shall not be liable for any claims or to provide any indemnities in this regard. Each Tenderer should, at their own cost and expense, conduct his own investigation and analysis and should check the accuracy, reliability, and completeness of the information in this Tender to their complete satisfaction and obtain independent advice. The Tenderer, after satisfying themselves regarding the title of the Property and technical feasibility of the proposed re-development, shall not be entitled to raise any requisitions, indemnities or claims in the future. The Society is under no obligation to update, revise, or clarify information in the tender document, including any errors, omissions, or inaccuracies identified after publication.
2. Neither the Society, its Managing Committee, its Redevelopment Committee, its Members, its employees, advisors and/or the Society’s PMC and/or the Legal Advisor nor any other persons/entity directly or indirectly connected to the Society makes any representation or warranty and shall not incur any liability towards any Tenderer or any other person under any Applicable Law, equity or contract or tort, principles of restitution or unjust enrichment or otherwise, as to the accuracy, adequacy, reliability or completeness of the statements, details, assumptions, assessments, representations and information contained in this Tender and/or for any alleged loss, expense, claim, charge, demand, notice, liability, cost, or damage, proceedings, suits and/or actions which may arise from or be incurred or suffered or initiated, made, taken or adopted in connection with, arising from or resulting from: (a) anything contained in the Tender or deemed to form part of this Tender or arising in anyway during the process or any matter deemed to form part of the Tender or the Bid, (b) the award of the Project, (c) the Project information and any other information supplied by or on behalf of Society or the Society’s PMC or otherwise arising in any way from the selection process for the Project, and/or (d) in the event any Tenderer is disqualified / terminated on account of (i) dereliction of duty by its / their own/ sub-contractors / representatives, (ii) breach of contract conditions, and/or (iii) consequential / contributory / criminal negligence or for any other reasons whatsoever.
3. The Society may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement this Tender or revise / modify any part of this Tender. The issuance of this Tender does not imply that the Society is bound to select a Tenderer or to appoint the Developer, as the case may be. The Society reserves a sole, exclusive and discretionary right to accept or reject any or all the Tenders without giving any reason whatsoever. The decision of the Society in this matter shall be final and binding on all bidders.
4. The retention of the EMD of the successful bidder or acceptance of any particular Tenderer does not create and shall not be construed as creating any rights in favour of the concerned Tenderer, such acceptance being only for the purpose of taking forward the discussions so as to arrive at a mutually acceptable Development Agreement, which on execution shall be the only binding document between the Society and the successful Tenderer.
5. This Tender is not an agreement and is neither an offer nor an invitation to offer. It is expressly disclosed to each Tenderer that this Tender, acceptance of bids (if accepted), issuance of any letters of selection / intent, emails intimations, MOUs or any other form of transaction documents in favour of the shortlisted tenderer (prior to the Definitive Documents), or compliance of provisions / processes of applicable laws including Section 79A of the Maharashtra Co-operative Societies Act or receipt of an order / consent under the aforesaid act, shall in no manner and under no circumstances be deemed to mean: (i) an offer

/ acceptance of offer on behalf of the Society; (ii) appointment of the Tenderer; (iii) creation of any rights in favour of the Tenderer of any nature, let alone any rights in the Property or development rights to the property of the Society; and / or (iv) consent on behalf of the members of the Society for redevelopment through the successful Tenderer. Notwithstanding anything to the contrary contained in this Tender or any subsequent documents, letters, emails exchanged / executed / agreed to be exchanged between the Society and the Tenderer / successful Tenderer, the (i) appointment of the developer; (ii) vesting of development rights in respect of the redevelopment of property of the Society in favour of the developer; and (iii) acceptance of offer of the developer to redevelop the property of the Society, shall only be deemed to have been accepted, concluded and crystalized on execution and registration of the Definitive Documents in mutually agreed form. Neither the Societies, its Managing Committee, its Redevelopment Committee, and/or Society's PMC and/or the Legal Advisor nor any other persons/entity directly or indirectly connected to the Societies, shall be liable for any costs / expenses incurred by the developer basis such documents, letters, emails etc. Execution / exchange of any such documents, letter, emails shall only mean and imply that the Society intends to continue the without prejudice discussions for redevelopment of the Societies with such shortlisted Tenderer and nothing else.

6. Information provided in this Tender to the Tenderers is on a wide range of matters, some of which depend upon interpretation of the Applicable Law. The information given herein is not exhaustive of the statutory requirements and should not be regarded as a complete or authoritative statement or legal advice on such Applicable Laws. The Society accepts no responsibility for the accuracy or otherwise, and/or for any interpretation or opinion of the Applicable Law.
7. The Tenderer shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Society, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain as that of the Tenderer, regardless of the conduct or outcome of the tendering process.
8. The Society accepts no liability of any nature whether resulting from negligence or otherwise however, caused arising from the reliance of the Tenderer upon this Tender.
9. The Tenderer agrees that this Bid / Offer (and / or any amendments and modifications thereto) shall be valid and subsisting and save as modified under the Definitive Documents, the remaining terms of this Tender shall remain valid and binding on the developer with whom the Definitive Documents are executed and registered.
10. Tenderers to note that this tender pertains to joint development of 2 (two) societies i.e. Rajul A CHSL and Rajul B CHSL which are both located on the same Property but in separate building. Each society is separately registered under the provisions of the MCS Act and will have to separately follow the due process of law for appointment of the Developer. While the common Definitive Documents will be executed by the Societies in favour of the Developer, majority consent of Members of each society will be necessary for shortlisting, appointment and confirmation of a preferred Tenderer. Tenderers cannot differentiate / vary the offers between the Societies and both Societies should be presented with a common offer available to all Members of both Societies.

B. INTERPRETATION AND DEFINITIONS

1. All the Disclaimers, Schedules, Proformas and Annexures to this Tender shall form an integral, inherent, and operative part of this Tender.
2. Unless otherwise stated or unless the context otherwise requires, in this Tender: -
 - (a) Headings and marginal notes are for convenience only and shall not affect the interpretation or construction of this Tender.
 - (b) Where a word or phrase is defined, the other parts of speech and grammatical forms of the words or phrase shall have corresponding meaning.
 - (c) References to statutes shall be a reference to the statutory enactments, rules, and regulations (as modified, amended or re-enacted as of the appropriate date) in force in India and amendments thereto from time to time.
 - (d) Unless the context otherwise requires, a reference to the singular shall include a reference to the plural and vice-versa.
 - (e) Words imparting the masculine gender shall also include the feminine gender.
3. In this Tender, unless the context otherwise requires: -
 - (a) “**Anti-Corruption Laws**” shall mean and include any law relating to anti-bribery or anti-corruption including the Indian Prevention of Corruption Act, 1988, as amended from time to time.
 - (b) “**Applicable Law**” shall mean any statute, legislation, treaty, code, law, regulation, ordinance, rule, notification, circular, office order, judgment, order, decree, bye-law or approval, order or judgment of any competent authority, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, of any of the foregoing.
 - (c) “**Approvals**” includes all approvals, permissions, sanctions, orders, no-objection certificates, resolutions, authorizations, licenses, exemptions, letters of intent, intimations of disapproval, commencement certificates, occupation certificate/s part or full), sanctions of layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), approvals of the Central Government, Government of Maharashtra, Municipal Corporation of Greater Mumbai, Airports Authority of India, Ministry of Environment and Forest, State Environment Impact Assessment Authority, State Expert Appraisal Committee, Maharashtra Coastal Zone Management Authority, Registration Certificate(s) required from any statutory or local authority including as may be issued by MahaRERA, and all other Governmental, public and local authorities and bodies as may be applicable and/or required.
 - (d) “**Approved**” shall mean approved in writing.
 - (e) “**Bank Guarantee**” shall mean and refer to a duly stamped irrevocable, unconditional and without recourse bank guarantee of a Nationalized Bank payable at the time of execution of the Development Agreement.
 - (f) “**Cluster Redevelopment Scheme (CDS)**” shall mean the Regulations applicable for a Cluster Development Scheme under Reg 33(9) of DCPR 2034, as applicable as on 18.01.2019 and thereafter with the modifications dated 08.07.2021 vide GR No. TBP – 4320/107/CR-, once it is made applicable in CRZ II zone.

- (g) **“Common Areas”** shall mean and include the common areas to be provided within the New Buildings and on the layout of the said Land which shall be accessible and utilizable by all the Existing Members and the Purchasers of the Free Sale Premises and for clarity, all areas which are constructed without utilization of FSI shall specifically from part of Common Areas such as pocket terraces, refuge areas etc. Common Areas shall not be allotted to any specific Member and / or Purchasers of Free Sale Premises.
- (h) **“CRZ Notification”** shall mean the Coastal Regulatory Zone Notification, 2019 (i.e. CRZ Notification dt. 18.01.2019)
- (i) **“DCPR 2034”** the Development Control and Promotion Regulations, 2034 along with all its amendments as may be notified from time to time and also as applicable in CRZ zones.
- (j) **“Defect Liability Period’** shall mean a period of 5 (five) years from the date of Occupation Certificate issued by BMC or possession whichever comes later in respect of the New Building.
- (k) **“Definitive Documents”** shall mean that the Development Agreement, the Permanent Alternate Accommodation Agreement and Limited Power of Attorney to be executed between the Society, the Members, and the Developer in a form and format which is mutually acceptable to the Societies, majority of the Members and the Developer and has been approved in a special general body meeting of both the Societies by majority.
- (l) **“Developer”** shall mean the entity selected by majority votes of both Societies to be the successful tenderer and with whom the redevelopment of the said Property is entrusted by execution and registration of the the Definitive Documents.
- (m) **“Drawings”** means drawings as submitted by the Developer and any modification of such drawings Approved by the Society and the Society’s PMC.
- (n) **“Engineer”** shall mean the Site-in Charge, or any other officer appointed by Society to monitor the redevelopment work.
- (o) **“Existing Carpet Area”** shall mean the carpet areas (including enclosed balconies) occupied by each of the Members of the Society as per Annexure 5 of this Tender, (as per physical measurements).
- (p) **“Final Completion”** shall mean the full and final completion of the development of the said Property in accordance with the Definitive Documents including after completing the entire ‘Scope of Work’ as is contemplated under this Tender, also evidenced by receipt of a full occupation certificate and related Approvals and which in the opinion of the Society and the Society’s PMC is completed in all respects and shall also mean after the Developer has satisfactorily passed any final acceptance test as prescribed hereunder.
- (q) **“Floor Space Index” (FSI)** – It is the ratio of a building’s total floor area to the plot area. It regulates how much can be built on a plot, controlling density, open spaces, and infrastructure load. Higher FSI allows larger or taller buildings, while local rules may restrict height, setbacks, or exempt certain areas like basements from calculation. FSI ensures organized and sustainable urban development.
- (r) **“Government”** shall mean the Government of State of Maharashtra and/or the Central Government, as the case may be.

- (s) “**GST**” shall mean Goods and Service Tax.
- (t) “**Legal Advisor**” shall mean the legal counsel engaged by the Society to advise it on legal matters pertaining to the Tender and the Project.
- (u) “**MCS**” shall mean the Maharashtra Cooperative Society Act, 1960 and the rules, regulations, byelaws framed thereunder, the circulars and orders published thereunder from time to time including any amendments thereto or re-enactment thereof.
- (v) “**Managing Committee**” shall mean the Managing Committee as duly appointed by the Society in accordance with the byelaws of the Society and the Applicable Laws.
- (w) “**Members**” shall mean all the members of the Society as per the List annexed hereto and attached as **Annexure “5”**.
- (x) “**Members New Premises**” shall mean the self-contained, independent residential flats to be comprised in the New Building to be constructed by the Developer on the said Land and to be allotted to each of the Members, free of costs on ownership basis.
- (y) “**Members New Car Parking Space**” shall mean the covered, standalone, independent, approved car parking spaces to be provided to each of the Members, free of cost.
- (z) “**Money Laundering Laws**” shall mean all money laundering-related laws of any jurisdictions where the Tenderer resides and/or conducts business and/or owns assets, and any related or similar Applicable Law issued, administered, or enforced by any Governmental Authority; and includes the Prevention of Money Laundering Act, 2002.
- (aa) “**New Building/s**” shall mean the new residential building/s to be constructed by the Developer on the said Land in accordance with the Definitive Documents.
- (bb) “**Notices**” shall mean:
 - (i) Any notice to be given to the Tenderer under the terms of the Definitive Documents and/or this Tender shall be served by sending the same by registered post acknowledgment or hand delivery at its principal place of business at Mumbai or by email on the email ID notified by the Tenderer whilst submitting its Bid.
 - (ii) Any notice to be given to the Society under the terms of the Definitive Documents and/or the Tender shall be served by sending the same by registered post acknowledgment or hand delivery at Society’s office (till the demolition of the Existing Buildings) or by email addressed to both societies on the email ID: rajulacoop@gmail.com and rajulbapartments@gmail.com
- (cc) “**PMC Temporary Office**” shall mean a temporary office space of a reasonable size to be constructed by the Developer on the said Land until obtainment of possession.
- (dd) “**Project**” shall mean the redevelopment of the said Property to be undertaken by the Developer in consonance with the terms and conditions of this Tender and the Definitive Documents for construction of the New Buildings.
- (ee) “**Project Costs**” shall include but shall not be limited to the total costs, expenses, charges, and all Taxes thereon for undertaking, implementing, effecting, and completing the entire Project i.e., the redevelopment of the said Property and shall include the costs for survey, investigation,

studies, planning, designing, commissioning of the Project, providing internal water supply, sanitary arrangement, internal roads, storm water drainage, street lighting, concrete paving around building wherever required, transformer if required, landscaping, maintaining environmental conditions, cost towards dismantling of Existing Building/s, shifting and relocation of existing utility services, such as water supply, sewage, drainage, telephones, electric lines, water harvesting, solar system (common area), gas pipelines, etc. as may be required for satisfactory completion of the Project (in conformity with the scope of the Project), cost/ rent of relocating Members, electrification, provision of lift, firefighting arrangements, external water supply and sanitary arrangement, consulting charges of PMC and Legal Advisor appointed by Society, cost of purchasing and utilizing the Project FSI or any part thereof, payment of all premiums to the Government Authority, cost of construction of the New Buildings, the costs of providing all the amenities and specifications in the New Buildings, development of open grounds, internal pathways/roads etc., the cost of all sorts of premium payable with respect to the Project, cost for obtainment of Approvals, cost of premium due to deficiency of open space, interest on investment, escalation due to variation in price indices, cost of insurance cover temporary accommodation compensation, corpus fund, stamp duty registration charges and all taxes and levies, GST and any other indirect tax. All the Project Cost shall be deemed to be inclusive of direct and indirect cost and taxes of any nature whatsoever including GST as may be leviable and shall all include any costs required to be incurred by the Developer in respect of title of the Society to the Property (by way of extension of lease or acquiring ownership rights or otherwise). The entire Project Costs shall be solely borne and paid by the Developer.

- (ff) **“Project FSI”** shall mean the FSI available at present and capable of being utilised on the said Property and shall comprise of (i) Basic/Zonal FSI, (ii) Fungible FSI, (iii) Premium FSI to be procured from MCGM or any other FSI available on payment of premium under DCPR 2034 from MCGM, (iv) TDR (v) PTC/AHRR FSI and (vi) Entitlement/Incentive Additional Area thereof under applicable schemes/any other scheme of DCPR 2034 (vii) all free of FSI areas and any areas not computed in FSI and as may be available and/or permissible for utilization as per DCPR 2034. The offer of the Tenderer shall stipulate the extent of the Project FSI that it intends to utilise.
- (gg) **“PMC’s Office”** shall mean office of **M/s. HEADWAY NKPC CONSULTANTS LLP** at
Communication Address – 312, A to Z Industrial Estate, Ganpat Rao Kadam Marg, Lower Parel, Mumbai - 400013
- (hh) **“Purchasers”** shall mean and include individual(s), partnership firm(s), limited liability partnership(s), Hindu undivided families, limited company(ies), body corporate(s), private and/or public trust(s) and/or any other person(s) (whether incorporated or not) to whom the Developer’s Share of Premises are sold vide registered Agreement for Sale under the provisions of the RERA.
- (ii) **“RERA”** shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, the Circulars and Orders published thereunder from time to time including any amendments thereto or re-enactment thereof.
- (jj) **“New Carpet Area/ Wall to Wall Carpet Area / MOFA Carpet Area”** - shall strictly mean measurable finished wall to wall carpet area available for the exclusive use of flat owner, exclusive of area covered under minimum wall thicknesses of 150 mm finished internal & external walls (such thickness of 150 mm shall be required to be shown in the approved plans), area covered by RCC column projections beyond prescribed wall thicknesses but inclusive of door jambs, wall cladding, skirting and ledge wall built for plumbing or electrical purposes. Bidders to make a note that this

New Carpet Area definition varies from RERA Carpet Area definition. However, corresponding RERA carpet area of the members new flats shall be eventually captured and included in suitable Annexures of the DA and later on in PAAA documents for official record purposes.

- (kk) “**Scope of Work**” shall mean the totality of work by expression or implication envisaged in this Tender Document with regard to the redevelopment of the said Property.
- (ll) “**Society**” shall mean Rajul A Co-operative Housing Society Limited and Rajul B Co-operative Housing Society Limited duly registered under section 9 (1) of the Maharashtra Co-operative Housing Society Act 1960, shall be together called as Rajul CHSL hereinafter for the sake Brevity.
- (mm) “**Society Office**” shall mean the office premises situated on the ground floor i.e., below Rajul A CHSL and Rajul B CHSL, J. Mehta Marg, Nepeansea Road, Mumbai – 400006
- (nn) “**Society’s PMC**” shall mean **M/s. Headway NKPC Consultant LLP** appointed by the Society as their Project Consultants.
- (oo) “**Specification**” means specifications incorporated in the Definitive Documents.
- (pp) “**Structural Engineer**” shall mean the Structural Engineer engaged by the Developer for structural design and related matters of the Project.
- (qq) “**Temporary Structures**” shall mean all works of every kind required for or in connection with execution of the ‘Scope of Work’ only during the construction of the New Buildings which shall include but not be limited to PMC Site Office, provision of labour camps for the workers of the Developer and shall be dismantled immediately before obtainment of Occupation Certificate for the Project.
- (rr) “**Tenderer/Developer/Bidder**” shall mean any entity who submits a bid in pursuance to this Tender.
- (ss) “**The said Property/Properties**’ shall mean all that piece and parcel of leasehold land ad-measuring about **4621 square meters** (as per physical survey) of CS No 193 (pt) of the Malabar and Cumballa Hill Division in the registration District and Sub District of Mumbai (“**said Land**”), together with the buildings known as Rajul A CHSL and Rajul B CHSL (“**said Existing Buildings**”) of Rajul A Co-operative Housing Society Ltd. & Rajul B Co-operative Housing Society Ltd. having Ground + 18 Upper Floor and Ground + 8 Upper Floors respectively, situate lying and being at 9, Harkness Marg, Malabar Hill, Mumbai 400006.

C. FULL FORM OF ACRONYMS AND ABBREVIATIONS

SR. NO.	ACRONYM / ABBREVIATION	FULL FORM
1	AAI	Airport Authority of India
2	BG	Bank Guarantee
3	BMC	Brihanmumbai Municipal Corporation
4	BCC	Building Completion Certificate
5	BUA	Built-Up Area
6	CA	Chartered Accountant / Carpet Area (<i>as applicable contextually</i>)
7	CCTV	Closed Circuit Television Camera / Surveillance Camera
8	CC	Commencement Certificate
9	CHSL	Co-operative Housing Society Limited
10	CSL	Co-operative Society Limited
11	CFO	Chief Fire Officer (of BMC)
12	CRZ	Coastal Regulation Zone
13	CIBIL	Credit Information Bureau (India) Ltd
14	CS No	Cadastral Survey Number
15	DA	Development Agreement
16	DCPR 2034	Development Control and Promotion Regulations, 2034 (as amended from time to time)
17	DG	Diesel Generator
18	DP 2034	Development Plan 2034 (as amended from time to time)
19	ELCB	Earth Leakage Circuit Breaker
20	EMD	Earnest Money Deposit
21	ESIC	Employees' State Insurance Corporation
22	FCA	Fungible Compensatory Area
23	FSI	Floor Space Index
24	GST	Goods and Services Tax Act, 2017 (as amended from time to time)
25	Govt.	Government
26	Hon. MC	Hon. Municipal Commissioner
27	IOA	Intimation of Approval
28	IOD	Intimation of Disapproval
29	KJP	Kami Jasti Patrak
30	LD	Liquidated Damages
31	LOS	Layout Recreational Ground / Open Space
32	LOI	Letter of Intent
33	LUC	Land Under Construction Tax
34	MAHARERA	Maharashtra Real Estate Regulatory Authority
35	MC	Managing Committee
36	MCB	Miniature Circuit Breaker
37	MCGM	Municipal Corporation of Greater Mumbai
38	MCZMA	Maharashtra Coastal Zone Management Authority
39	MEP	Mechanical, Electrical & Plumbing
40	MGL	Mahanagar Gas Limited
41	MOFA	Maharashtra Ownership of Flats Act
42	MOU	Memorandum of Understanding
43	MRTP Act	Maharashtra Regional and Town Planning Act, 1966 (as amended from time to time)
44	NBC	National Building Code (as applicable from time to time)
45	NOC	No Objection Certificate
46	NOCAS	No Objection Certificate Application System
47	OC	Occupation Certificate
48	PAAA	Permanent Alternate Accommodation Agreement
49	POA	Power of Attorney
50	PMC	Project Management Consultant
51	PRC	Property Registration Card

52	PVC	Polyvinyl Chloride
53	RCC	Reinforced Cement Concrete
54	RG	Recreational Ground
55	RERA	Real Estate (Regulation and Development) Act, 2016 (as amended from time to time)
56	RL	Regular Road Line
57	SDRR	Stamp Duty Ready Reckoner Rate (as applicable from time to time)
58	SR	Survey Record
59	STP	Sewerage Treatment Plant
60	T & P	Tools & Plants
61	TDR	Transferable Development Rights
62	UPVC	Unplasticized Polyvinyl Chloride

TENDER

**FOR
JOINT RE-DEVELOPMENT OF**

RAJULA CO-OP. HSG. SOC. LTD. & RAJUL B CO-OP. HSG. SOC. LTD. (CS NO. 193 part)

9, Harkness Marg, Malabar hill, Mumbai – 400006

Regd.No. - MUM/WD/HSG/8235 of 2001-2002 (A wing) & 8236 of 2001-2002 (B Wing)

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PROJECT MANAGEMENT CONSULTANTS/ ARCHITECT
Contact No.: +91 9892774338/ 9870985005
PMC Email: headwaydm@gmail.com / jinay@headwaydm.com**

Signature of Chairman/Hon. Secretary
Of both Societies.

Sign of Tenderer
(Post Submission)

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PART 1: SECTION – 1

COVERING LETTER TO THE SOCIETY ON DEVELOPER'S LETTER HEAD

Date: _____

To,
The Managing Committee,
Rajul A Co-Operative Housing Society Limited,
Rajul B Co-Operative Housing Society Limited,
9, Harkness Marg, Malabar Hill,
Mumbai – 400006

Sub: Submission of Tender for Redevelopment of the said Properties.

Dear Sir,

We the undersigned have to address to you as under:

1. All capitalized terms herein shall have the same meaning as ascribed under the Tender Documents, unless specifically defined herein.
2. We have collected the Tender on _____ and paid the non-refundable amount of Rs. 2,00,000/- (Rupees Two Lakhs Only) at the time of Tender collection in the form of Two (2) separate DD/PO/Cheque No. _____ in the name of 1. Rajul A Co-operative Housing Society Ltd. (Rs. 1,00,000/- Rupees- One Lakh Only) & 2. Rajul B Co-operative Housing Society Ltd. (Rs. 1,00,000/- Rupees-One Lakh Only) drawn on _____ Bank dated _____.
3. We have perused, read, examined, understood, and accepted unconditionally and irrevocably, the conditions of the Tender, all specific notes, instructions, disclaimers, conditions, and commentary contained in this Tender Document, all the Proformas and Annexures attached thereto [*and Official Society's addendum/Corrigendum to the Tender, if any*], in respect of the proposed re-development of the Properties.
4. We hereby make an offer to re-develop the said Properties on the terms and conditions as stated in the Tender Document and as shall be included in the Definitive Documents.
5. We further state and confirm that our offer is unconditional, irrevocable, and binding upon us irrespective of any changes, addition or alterations in the Applicable Laws, policies, procedures, or compliance by various Government Authorities in time to come till completion of the re-development of the said Properties.
6. We hereby represent, warrant, and declare that we have visited the site of the work personally and have made ourselves fully conversant with and fully and unconditionally accepted the conditions of the said Property and in particular the following:
 - (a) Site conditions
 - (b) Society's title to the said Properties and all encumbrances, matters, issues, claims, demands etc.
 - (c) The development potentiality of the said Properties and the limitations with regard to the development of the said Properties.
 - (d) Topography and Contour of the area.

- (e) Existing roads, approaches, access, pathways to the said Properties.
 - (f) Space for stacking of materials, stores, office etc.
 - (g) Trees, shrubs, bushes, debris etc. required to be removed for site clearance
 - (h) Law and order situation and availability of working days and working hours with respect to vicinity dwellers.
 - (i) Road access, setback and other technical details/restrictions affecting the said plot
 - (j) Any other condition, risk, contingency which may affect the offer.
7. We have quoted our offer, taking into account all the risks likely to be encountered during execution of the proposed re-development of the said Properties.
8. We shall take all measures and precautions to ensure that no persons and structures in the adjoining lands are disturbed and/or inconvenienced during the process of proposed re-development.
9. We enclose herewith our Bid in a sealed envelope as specified in the Tender Document.
10. We irrevocable and unconditionally agree to abide by the conditions in the Tender Document and the same shall be binding on us.
11. Nothing mentioned in this writing or in the Bid shall create or shall deemed to create any right or interest whatsoever in our favor in respect of the Property and/or the proposed re-development of the Property. In case of any default by us in our obligations, we acknowledge that you are at liberty to reject our offer at any time. We also agree to pay all amounts mentioned in the Tender Document. We hereby agree and acknowledge that shortlisting of our bid shall not be construed to be an acceptance of the offer and that our appointment as a developer and the entire transaction between us shall be deemed to be complete, concluded and crystallized only upon execution and registration of the Definitive Documents. We further agree and acknowledge that the Societies shall not be liable and responsible for any costs and expenses incurred by us in respect of the development.
12. We understand that you are not bound to accept the highest or any other Tender you receive. We further understand that the Society at any point of time reserves the right to change / alter any of the conditions of the Tender document and seek additional / alternative response from the chosen / shortlisted Tenderers during the process.
13. In the event our offer is accepted by Society we agree and undertake to construct, complete the entire Project and New Building(s) and hand over the possession of the new flats to the Society and to its existing Members within 36 (Thirty-Six) + Grace Period of 12 months from the date of receiving vacant possession of the Society's Property for the purpose of redevelopment
14. We hereby agree to deposit Rs. 10,00,00,000/- (Rupees Ten Crores only) as Interest free security deposit by a Demand Draft or Pay Order at the time of both parties executing mutually acceptable Development Agreement. We agree that any Security Deposit shall not bear any interest. The Security Deposit shall continue to remain with the Society till successful completion of the Defects Liability Period of 60 months post procurement of Full Occupation Certificate by BMC or possession, whichever is later. We understand that the Security Deposit amounting to total of Rs. 10,00,00,000/- (Rupees Ten Crores only) shall stand forfeited in the event of the Tenderer/Developer withdrawing for any reason, or Society exercising termination of the agreement and/or invoking the Step In Rights in the case of non-performance of the Developer along with the other remedies available to the Society as per law and as may be provided in the Definitive Documents.

15. We irrevocably agree and undertake to handover to the Managing Committee of the Society, a Bank Guarantee of a minimum sum of Rs. 100,00,00,000 (Rupees One Hundred Crores only) for Rajul A CHSL & Rajul B CHSL jointly AND Lien document for Security Premises as agreed with the Societies and Society's Legal Advisor at the time of execution of the Development Agreement with the Society.
16. We hereby agree and undertake to set aside/Lien and not to sell and/or in any way encumber, minimum **10,000 Sqft** of RERA Carpet Area from Developers component of Sale Area, as Security Lien premises in name of the Societies, which shall be fully released on Full Occupation Certificate by BMC. Lien will not be released in phases for parts of the units. The lien will be created in respect of the premises identified by the PMC and will be disclosed on the website of RERA and the Developer will execute necessary documents in favour of the Society to secure the lien. The lien shall not be changed / exchanged / modified without prior Approval of the Societies.
17. We hereby state and confirm that we have perused the title documents available and satisfied ourselves with the present title status and rights of the Society on the lands and structures standing thereupon.
18. We state and confirm that we are aware about the title of the Society to the Property as also mentioned in the Tender and we have independently verified and satisfied ourselves regarding the same without depending on the information provided by the Society. We hereby agree and undertake to take all necessary steps in respect of the title of the Society as mutually agreed and required. Notwithstanding the generality of the foregoing, we agree and acknowledge that:
 - (i) Out of the total Members of the Society, 1 (one) member is a bona fide commercial user and will have to be provided commercial premises in lieu of the existing premises unless otherwise mutually agreed with such member.
 - (ii) The Land forms part of the larger land admeasuring 5,761.75 square meters. The larger land has been leased to Rajesh Enterprises (in its capacity as the chief promoter of a proposed society) under a Lease Deed dated 28 March 1978 (registration details are unknown to the Society) for a term of 98 years commencing from 28 March 1978. After the lease, despite efforts being made by the Society, the lessor is not traceable by the Society. The Society is in the process of obtaining assignment the leasehold rights to the larger land by following the process laid down under the Maharashtra Ownership of Flats (Regulation of Promotion of Construction, Sale, management and Transfer) Act, 1963. The Developer will have to take necessary steps in respect of the title of the Society as mutually agreed and if required.
 - (iii) From and out of the larger land a portion of land appears to have been acquired for road set-back and the physical area of the Land in possession of the Society is 4621 sq.mt (excluding Bungalow land). The quantum of the area acquired / to be acquired for road set-back will be ascertained by us independently.
 - (iv) Further, from and out of the larger land a portion of land admeasuring 393.64 square meters has been sub-leased. The tender specifically excludes the sub-leased land and the development potential pertaining to the sub-leased land.
 - (v) We also understand that the name of the Societies is still not appearing on the PR Card. Hence PR Card will also need to be accordingly updated by the selected Developer at his own expense. We hereby confirm to undertake the responsibility of bringing the required changes to the PR Cards so as to remove any discrepancy and reflect the name of the Societies as the current owner of the plot at entirely our cost and expenses.
19. We hereby agree to allot to all the Members the New Flats in the New Building on a higher floor than the existing flats of the Member and with the same / similar Orientation viz. facing sea/ facing road,

as are presently occupied by the Members in the Existing Building unless otherwise agreed by the Societies. (with regards to orientation of the building).

20. We hereby state and confirm that we have studied all the necessary existing documents pertaining to availability of the FSI, free of premium FSI, TDR, etc. and have satisfied ourselves with regards to overall requirements of the redevelopment project of your Society and the offer given by us via this tender shall not be contingent on any cost escalations or other market / financial variations. We agree and acknowledge that, if our bid is shortlisted and Definitive Documents are executed in our behalf, we will only be entitled to utilize the Project FSI disclosed in our bid and any incremental FSI or development potential of any nature whatsoever will belong to the Societies and the Societies, at its discretion shall be entitled to grant the same to us on mutually agreed terms and conditions.
21. We state, confirm and agree to pay all amounts mentioned in the Tender and in our Financial Bid or as negotiated and finalized by us in the final Development Agreement. We undertake and declare that, from the date the Society has vacated their existing flats and till the date they are given back possession of their redeveloped flats with OC to the satisfaction of the Society and Society's PMC and 30 days thereafter from the date of OC, at no time shall the Displacement Compensation or any other payments agreed to be made to the Societies be stopped or delayed even in the event of Force Majeure by us.
22. We further understand that in the event of amendments made / notifications issued towards DCPR 2034, or even otherwise, the Society reserves the right to carry out discussions/ negotiations of terms that shall change on account of these amendments / notifications towards DCPR 2034 or as may be decided by the Society, with shortlisted Tenderers or even with the appointed Developer without being required to float fresh Tender / Bid for the purpose of Redevelopment. We also understand that the Society are entitled to withdraw the entire tendering process at any time it desires, and we shall not have any claims for costs incurred or otherwise. If the Government Regulations or any other event happens – which causes the conditions / financials to be more beneficial to the Developer in the future, then the benefits will be passed on to the Society Members.
23. We further hereby agree to submit / present to the Society, a viable schematic typical residential floor layout and parking floor layout of the proposed new residential building (as per prevailing DCPR 2034 regulations) once we are being informed as shortlisted tenderer.
24. We agree and undertake to execute and register the Definitive Agreements in the form to be provided by the said Society and their Legal Advisor within six months of us being shortlisted by Society through letter issued by office of Dy. Registrar under 79A guidelines, failing which Society shall be entitled to terminate our appointment by addressing a notice to that effect to us and we shall make no claims against the Society/ its officer bearers/ members in any manner and Society shall be entitled to approach any other developer of its choice.
25. Time shall be considered as the essence of the contract.
26. We are aware and we undertake to register the said Project with the Maharashtra Real Estate Regulatory Authority formed under the provisions of RERA and shall comply with all the provisions of RERA. We will indemnify the Society in respect of all liabilities incurred by them due to breach or violation of any of the provisions of RERA and acknowledge that the Society shall have no obligations or responsibilities of any nature under RERA or to the Purchasers.
27. We declare that we have read all the conditions and specifications recorded in this Tender Document and have understood its contents and its meaning and we have submitted this offer to you at our own free will.
28. We also assure the Society that we will work in close liaisoning with the Society's PMC and act in accordance with the directions and instructions of the said Society and the Society's PMC.

29. All information and documents required to be submitted as per this Tender are enclosed.
30. We confirm that after executing and registration of the Definitive Documents but before vacating the Society within a period of 9 months from the Definitive Documents we shall, at our costs, charges, and expenses and without any recourse to Society, obtain:
- (i) Scheme under regulation 33(7)(B) read with Regulation 30 Table 12-
 - a. Full IOD with TDR/FSI for entire new building:
 - (ii) Scheme under regulation 33(11)-
 - a. Clubbing LOI with a Slum scheme as allowed by SRA for transferring of PTC component before vacating the premises.
 - b. Amend all plans submitted to SRA and pay premiums required to show that clubbing is complete and that no PTC units are shown on the Society's Plot;
 - c. Ensure that Rehabilitation component of the SRA scheme, where PTC units are to be shifted, is completed and the Sale/PTC component is vacated and/or under construction.
 - (iii) Scheme under regulation 33(20)(B)-
 - a. Full IOD with all premiums paid for entire FSI as per Reg 33(7b) read with Table 12 of Reg 30 of New building;
 - b. Amend all plans submitted to BMC to show that all units of AH/R&R/ Contravening Structures or Authorized structures, as required, are transferred/shifted to another independent plot or bought out such that they are not provided on the said site;
 - c. Entire FSI is loaded upfront by way of clubbing/transfer of AHRR component before vacating by the Society.
 - (iv) Scheme under Reg 33(9) Cluster Development Scheme
 - a. In case the Tenderer proposes a Cluster Development Scheme and the said scheme is selected by the Society, then in that event:
 - i. Full IOD with all premiums paid by loading entire FSI (with the exception of Fungible Compensatory Area of the Developers component, which Developer can choose to load before Further CC)
 - ii. MHADA Surplus Area, if any, shall be entirely shifted off site by paying the necessary premiums and charges and shall not be proposed on the said plot/plots at any time during the redevelopment.
 - (v) The obtainment of Approval/NOC from the Chief Fire Officer (CFO NOC) for building of maximum height to fit the FSI permissible, in the name of the Society.
 - (vi) To provide title documents to evince that the Developer has purchased or is constructing the PTC units/MHADA Surplus Area as may be required to be provided for the entire FSI requirement of the new project, if the developer opts for the Scheme 33(11) with SRA department or Scheme under 33(20)(B) with BMC or with MHADA or any scheme which requires handover of certain area to a government department.

- (vii) CRZ MCZMA NOC irrespective of which scheme redevelopment is opted under
 - (viii) High Rise Clearance
 - (ix) Environment Clearance from SEIAA, if applicable
 - (x) AAI NOC for final applicable height
 - (xi) Final CFO NOC as per plans being approved Complete such other obligations as per amended circular which may come for this scheme after the tender is floated and which are provided in the Development Agreement to be signed between the parties.
 - (xii) High Power Committee Clearance and Certification by MBRRB of the existing areas as per CDS procedure if scheme under 33(9) is opted for.
 - (xiii) Make the payments to the Society/Society members as prescribed and required as per final DA between the Society and selected Developer/Tenderer.
 - (xiv) Registration of all members new flat PAAAs;
 - (xv) Submission of Bank Guarantee as stated herein;
 - (xvi) Earmarking of security flats and handing over Lien documents for the same in custody of the Solicitor of the Society as stated herein.
31. We confirm that Society shall be at liberty to reject any or all offers outright without assigning any reason whatsoever without any liability attributable to Society.
32. We confirm that we will be conferred with the rights of re-development only on the execution and registration of the Definitive Documents and on the terms detailed therein. No contract shall be arrived at or deemed to be arrived at, until such execution and registration of the Definitive Documents and we shall not claim any right of any nature whatsoever in the said Property or part thereof.
33. We hereby confirm and undertake that we shall not raise any loan/finance on the security of the plot/property owned by the Society, Land and/or Existing Carpet Area and / or the Members New Flats and / or the Secured Lien Area, Common Areas, Members Parking Areas, Common Areas and amenities of the project and/or the Flats owned (including proposed additional area) by its Members and our rights to obtaining finance will be limited to the free sale component (less the Secured Area) and all funds received from such finance will solely be utilised for this Project and shall not be diverted to any other project/company of ours. No cross collateralisation shall be permitted.
34. Any benefits arising from the inclusion of any adjacent societies / adjacent bungalow or sub-lessee will be mutually discussed and negotiated separately. Under no circumstances shall any adjacent Society / adjacent bungalow or sub-lessee be added to scheme of redevelopment without the prior written NOC by Rajul A & B along with written confirmation/supplementary agreement recording revised terms. We understand that resolution from Rajul A and B CHSL is a mandatory requirement prior to taking up the said Cluster Development scheme on the revised terms and conditions which shall be reduced in writing between the Parties.
35. We further understand that there may be a requirement of providing/purchasing PTC/AHRR/contravening structure units/MHADA Tenements, if the redevelopment is sought under regulation 33(11) OR 33(20b)) OR 33(9) of the DCPR 2034 under SRA/MCGM/MHADA (as the case may be) and we hereby confirm that we shall transfer and provide such required PTC/AHRR/MHADA surplus tenements units at a remote location on a different plot, as may be permissible within the limits and

quantum prescribed under DCPR 2034 and its modifications. We confirm that no PTC/AHRR/Contravening Structures Rehab units/MHADA Surplus units shall be provided at the Society Plot. We shall obtain the part Occupation Certificate/ Occupation Certificate in respect of the building where the PTC component are shown and only thereafter we shall request the Members of the Society to vacate and handover the possession of the Existing Premises.

36. We do hereby confirm that the Tender, the Proformas, the Annexures and the supporting documents are signed by a signatory duly authorized by our organization and the document supporting his/her authorization viz : Bank Signature verification document, designation of signing authority, with PAN details (and Aadhar Card details for the Authorized Signatory) are attached with this submission with all contact details mobile number, land line number, email address and correspondence address of the duly authorized signatory.
37. We further agree that the Society reserves the right to withdraw the entire Tender process at any point of time and refloat / re-invite the new Tender at later date if required.

Yours Truly,

Seal and Signature of Tenderer
Name and Designation of Signatory:
Date:
Place:

PART 1: SECTION – 2

NOTICE OF INVITATION TO TENDER

Notice for inviting the TENDER Documents by **RAJUL A CO-OP. HSG. SOC. LTD. and RAJUL B CO-OP. HSG. SOC. LTD.**, for Re-development of the said Property situated at 9, Harkness Marg, Malabar Hill, Division – Malabar Cumballa Hill, Mumbai- 400006.

TENDER COLLECTION BY INVITE ONLY

Date of Collection of Tender Documents	Hard Copy available at the PMC office and will be sent by Email to Invited Tenderers only upon payment of <u>Non-refundable Tender Fee</u> of Rs. 2,00,000/- (Rupees Two Lakhs only) in the name of the Society “1. Rajul A Co-operative Housing Society Ltd. (Rs. 1,00,000/-, Rupees One Lakh Only)” and 2. Rajul B Co-operative Housing Society Ltd. (Rs. 1,00,000/-, Rupees- One Lakh Only)”
EMD (Earnest Money Deposit)	Rs. 1,00,00,000/-, Rupees One Crore Only
Last Date of Submission of Tender Documents	Financial bid On or before <u>15th January 2026</u> before 6.30 pm in sealed envelopes at the Society Office. (Except Sundays) Technical Bid on or before <u>15th January 2026</u> before 6.30 pm in sealed envelopes at the Society Office .
Date of Opening of Tender	Shall be informed by the Society in a separate communication to the Tenderers
Date of Pre-bid Meeting	Tenderers may reach out to PMC directly for their queries by email since this is bid by Invite.

The copy of the Tender Invitation is attached as per **Annexure “1”**.

It is pertinent to note that reputed, financially, and technically competent Tenderers who are in consonance to all the Pre-Qualifications (as prescribed in Proforma B herein) are invited to submit the Tender along with their techno-financial details to the Society for redevelopment of the said Property in the manner as stipulated in the Tender. Tenderers will be shortlisted on the basis of the criteria mentioned in the Tender whilst prioritizing criteria's such as their experience, track record and their financial capability to execute this Project. It is expected that the selection process will be completed in 4 to 6 calendar months from the date of opening of this TENDER document, however, such date may be extended at the sole discretion of the Society.

The Tenderer should submit all documents as detailed in this Tender.

PART 1: SECTION – 3

INSTRUCTIONS TO THE TENDERERS REGARDING ISSUANCE OF TENDER AND
SUBMISSION OF BID/TENDER

1. Issuance of Tender: (Note: Tender by Invitation only): The Tender Document will be available at the PMC office and shall be sent online (by email) by the PMC on payment of fees (non-refundable) of Rs. 2,00,000 (Rupees Two Lakhs Only) in the name of “1) Rajul A Co-operative Housing Society Ltd. (Rs. 1,00,000/-, Rupees- One Lakh Only)” and “2) Rajul B Co-operative Housing Society Ltd. (Rs. 1,00,000/-, Rupees- One Lakh Only)”. **Last date for submission of the Financial bid and Technical bid is 15th January 2026.**
2. Language: The BID shall be filled in; all Notice’s shall be addressed in and all Definitive Documents shall be in English language.
3. The words 'BID', 'TENDERER' and 'TENDERER' wherever they appear in these documents will be considered synonymous to the BID' and 'TENDERER' respectively, unless such an interpretation is out of context. Similarly, 'BID papers' will mean 'BID documents’.
4. The TENDER document should demonstrate the Tenderer’s capacity and its experience in the construction of buildings and redeveloped projects.
5. The Tenderer should be prepared to substantiate the credentials claimed by them (as attached with the tender document or otherwise), by providing legal evidence as proof, if so called upon by the Society.
6. Manner of Submission of BID:

- (a) Duly filled, sealed Tender Documents shall be submitted in Society Office on or before **15th January 2026** up to 5.30 pm in sealed envelopes systems consisting of:-

Envelope 1	The Financial Offer for the Redevelopment (in the Format as prescribed in Section 1 of Part 2 of the Tender)
Envelope 2	Technical Bid
Envelope 3	Earnest Money Deposit

- (b) The duly completed ‘TENDER DOCUMENTS’ should be submitted in Sealed Envelope captioned "***BID/Offer - Redevelopment of RAJUL A CO-OP. HSG. SOC. LTD and RAJUL B CO-OP. HSG. SOC. LTD.*** To clarify, one common offer and set of Tender Documents are required. Tenderers are not permitted to address separate offers and Tender documents for the two societies.
 - (c) The name of the project shall be clearly written in bold capital lettering on each envelope along with the respective BIDs.
 - (d) The name and address of the Tenderer shall be written on the bottom left-hand corner of the envelope.
 - (e) The Tenderer should read all the documents and papers thoroughly and all the pages of the bid including enclosures have to be stamped and signed with permanent ink.
 - (f) The Tenderer should also sign each and every page of the Proformas.
7. **Documents Comprising the BID**
 - (a) Envelope No.1 - 'FINANCIAL BID' should include:
 - (i) Complete set of Bid document along with other documents (except those submitted with

the Technical Bid above in envelope (2) issued for the work duly filled in by giving the offer for the redevelopment works, put signet and initial on each page and shall be signed by the Tenderer at the prescribed places in the Bid document.

- (ii) This envelope shall contain the financial proposal and shall be submitted in the prescribed form of Offer (Section 1 of Part 2 of the Tender Document).
 - (iii) Proposed FSI Statement/ Proforma and Section of DCPR 2034 under which redevelopment is proposed.
 - (iv) Confirmation of Flat Amenities (which shall conform to or better the parameters set out in Section 7 of Part 2 of the Tender Document).
 - (v) Building Amenities (which shall conform to or better the parameters set out in Section 7 of Part 2 of the Tender Document).
 - (vi) Layout Amenities (which shall conform to or better the parameters set out in Section 7 of Part 2 of the Tender Document).
- (b) Envelope No. 2 – ‘Technical BID’ should include:
- (i) Covering Letter for submission of offer on Tenderer's Letterhead (as per the Format provided under Section 1 of Part 1 of this Tender Document along with the list of all documents enclosed and duly indexed).
 - (ii) Proformas A to E.
 - (iii) The copies of the following certificates / documents shall be attached to Proforma A:
 - Income tax Returns with Audited Balance Sheet and Profit and Loss Account for last three financial years and also the provisional balance sheet and Profit and Loss Account for financial year 2024-25 (attested by CA).
 - Solvency Certificates from Nationalized/Scheduled Bank.
 - Net Worth Certificate
 - Details of Secured and Unsecured Loans as of now.
 - Permanent Account Number of the Entity & certificate thereof.
 - Declaration that neither the Parent Entity or any sister concern has been declared as an NPA nor has defaulted on any loan repayment in the past 5 years.
 - List of references from financial institutions (Banks, NBFC's) currently banking with or with existing loan facility.
 - List of Pending Legal Cases / Litigation at NCLT, ED, RERA, Supreme Court, High Court, ITAT
 - For constitution of the Entity following documents to be submitted:

Company	(a) Memorandum of Association
	(b) Articles of Association and all chartered documents including shareholders agreements (if limited company)

	(c) Certificate of Incorporation (d) Organization chart showing the Structure of the Company including name and position of Promoter, Directors, and key personnel.
Partnership Firm	(a) The Principal Partnership Deed, all Deeds of Appointment and Retirement thereafter executed. (b) Registration Certificate under the Indian Partnership Act, 1932 (c) Organization chart showing the Structure of the Firm including name and position of Partners and key personnel.
Limited Liability Partnership	(a) LLP Agreements (b) Incorporation Certificate (c) Organization chart showing the Structure of the Firm including name and position of Partners and key personnel.

** in the event Bids are received from SPVs then we reserve the right to seek such documents / information of the parent / holding companies.

- (c) Envelope No. 3- 'EMD' Earnest Money Deposit

Shall include the Demand Draft/Pay Order in favour of Rajul A CHSL and Rajul B CHSL in the prescribed ratio.

8. Each Tenderer is entitled to carry out the inspection of all the relevant title documents and records as available with the Society. In this regard, the Tenderer shall, within a period of 5 (five) days from the date of issuance of the Tender, submit a Letter/E-mail to the Society requesting for inspection of the documents and records. Such an inspection shall be held by the Tenderer in the Data Room set up at the office of the Society. Upon request and payment of photocopy charges, the Society may provide photocopies of all title documents available with it for the Tenderer to show to their legal advisors. The inspection can be carried out by any 2 representatives on behalf of the Tenderer who shall carry the reply received from the Society (reflecting Society's acceptance to carry out such inspection) at the date and time fixed for the inspection and both such representatives shall carry a Board of Director's Resolution (in case of Company), or a Letter of Authority (in any other case) duly signed and stamped by the Tenderer authorizing them to carry out inspection. Public notice for investigation of title shall not be permitted until finalization of the Definitive Documents.
9. **Presentation:** Only the Short-listed TENDERERS/TENDERERS, as decided by the Society, may be requested to make presentation of their proposal before the Society for better understanding and appreciation and such Presentation shall contain the following details:
- (a) Details of Source of Funds for the Project Summary of the Estimated Cost and Sales Evaluation Data.
- (b) The proposed schematic Concept layouts of the Project highlighting the entire scheme, floor plans, elevations, driveways, parking layouts, amenities, etc. along with presentation of the General Arrangement Drawings. The Tenderer shall submit *vide* Notice the booklet of detailed drawings in A2 size explaining scheme / plan / design / drawings and proposed Internal fittings/finishes and Layout amenities.
- (c) Methodology of the construction of the Project along with quality control management, proposed time schedules, etc. for execution of Project.
- (d) Type of Contractors and Consultants Developer plans to employ on the project.
10. **Opening and Evaluation of Bid Proposals:**
- (a) The information submitted by the Developers in envelopes will be opened before the Managing Committee/ SGBM and further scrutinized by PMC as per the bidding process. The Technical bid

and financial bid will be opened and evaluated by the Managing Committee and the PMC simultaneously.

- (b) Evaluation of Envelope No.1: The technical bid in envelope 1 will be evaluated to determine if all the necessary compliances as required in the tender are duly filled with all the necessary information along with all the required documents.
- (c) Evaluation of Envelope No. 2: The evaluation of proposal will be done having regard to especially the following in the below mentioned manner of priority:
- Additional carpet area over and above the existing carpet area enjoyed by the Member.
 - Temporary Displacement Compensation (Rent)
 - Security area/Bank Guarantee combination
 - Superior Flat Amenities offered by Developer in addition to the amenities provided in the Tender herein.
 - Hardship Compensation over and above the minimum hardship compensation mentioned in the bid document.
- (d) Evaluation of Envelope No. 3- This shall be the first envelope to be opened, any envelope submitted without a valid EMD by way of DD/Pay order of amount Rs.1,00,00,000 (Rupees One Crore only) in favour of the society shall be rejected at once.

11. The Society shall have the right to shortlist 3 or more Tenderers and to negotiate with such short-listed Tenderers before determining the successful Tenderer.
12. Omission and Discrepancies: The Tenderer shall check the Bid documents and if any page/pages is/are missing or duplicate or indistinct, the same shall be brought to the notice of Society's PMC and rectified within timeline stipulated by Society's PMC. 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 discrepancies in, or omission from, the BID documents or should be in doubt as to their meaning, he should at once (not later than 5 days from receipt of the Tender) notify the Society who may send a written instruction to all Tenderer. This shall be in addition to the right to seek clarifications as stated herein below. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the Bid and successful Tenderer ensure and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
13. Clarifications on the Tender: The Tenderers can issue a 'Request for Information' to the PMC and the Society on the below mentioned details seeking clarifications with respect to the Tender or the title of the Society within a period of 7 (seven) days from the final date of issuance of the Tender to the Tenderers, failing which no such Request shall be entertained by the Society. The Society reserves its right to not respond to any such Request without assigning any reason whatsoever and the Tenderer hereby undertakes to not object to the same or cause any obstruction in the tender process due to the same.

For PMC:

Name: Mr. Jinay Dhanki

Email ID: jinay@headwaydm.com or headwaydm@gmail.com

Mobile No: 9892774338

If hard copy of the Letter, then to be addressed at PMC Office or Society Office.

Email shall be preferred.

AND

For Society: Rajul A CHSL

Name: Mr. Sunil Vakharia
Email ID: rajulacoop@gmail.com
Mobile No: +91 9820216612

For Society: Rajul B CHSL

Name: Mr. Siddharth Sheth
Email ID: rajulbapartments@gmail.com
Mobile No: +91 9820025262

If hard copy Letter, then to be addressed at Society's Office

All Request for Information' shall be submitted by e-mail accompanied by proper contact details and designation of the duly authorised person (with proof reflecting authority of authorized signatory), stamp of the entity, contact number and email ID of the person of contact in the Tenderer entity.

14. Bid Opening: The authorised member of the Managing Committee will open the BIDs in the presence of some of the Society Members as Invitees and the PMC. The PMC and Managing Committee shall examine whether the BIDs are complete, whether the documents have been properly signed and whether the BIDs are generally in order.
15. The final offer given by the Short-Listed Tenderer shall be firm and valid throughout the period of the development.
16. Cost of Bidding: All costs pertaining to the above shall be borne by the Tenderers directly and no compensation/ reimbursement will be given by the Society.
17. Selection Procedure: On receipt of the 'TENDER DOCUMENTS', the Tenderers will be short-listed on the basis of the information provided. The short-listed Tenderers may be invited to re-define / revise their Techno-financial offer. The Redevelopment Committee / and Members of the Society authorized by the Managing Committee / Redevelopment Committee / the PMC may visit the sites of the Tenderer to ascertain the quality of the construction of their existing Projects.
18. The Tender once issued to the Tenderer shall not be transferred or assigned to any third party. No Brokers or Sub-agents shall be entertained. The Tenderer shall maintain integrity and not reach out to any of the Members of the Society to seek any preference.
19. Withdrawal of BID: The Tenderer cannot withdraw the BID once submitted.
20. Rejection of The Tenderer/Tender: On the occurrence of any of the following events or on the grounds as mentioned herein below the Tenderer can be disqualified and its Tender can be rejected: -
 - (a) The Tender may be treated as invalid / rejected if submitted partly or if the Tender is incomplete in any manner.
 - (b) Conditional Tenders may be liable to be rejected thus, Tenderer's are advised to avoid putting conditions that are at variance with the terms and conditions stipulated in the Tender.
 - (c) Tender containing erasures and alterations may be liable to be rejected. The tenderer must attest all the corrections.
 - (d) Any form of cartelization shall not be permitted and on this ground any the Tenderer shall be

rejected.

- (e) Failure to provide information, which is essential to evaluate the Tenderer's qualification, timely clarification, or failure to substantiate the information or giving incorrect information may result in the disqualification/rejection of the Tenderer.
 - (f) If the Tenderer fails to initial any correction made in the entries against such correction.
 - (g) If the Tenderer does not disclose the full name and address of all its partners in case of a partnership concern, Directors (in case of a Company), Joint Venture partners (in case of a Special Purpose Vehicle).
 - (h) Fails to fill completely all the Proformas, provided in the Tender.
 - (i) Tries to contact or influence the Society / Society's Management Committee / Society's Redevelopment Committee / Legal Advisor / PMC on any matter relating to the Tender bid, Tender evaluation, and Tender comparison or awarding of the contract. Any effort by the Tenderer to influence the Redevelopment Committee / PMC / Legal Advisor on any matter relating to the Tender during the process of examination, clarification, evaluation, and comparison, or in the decisions regarding the award of the contract, may result in the rejection of the Tenderer.
 - (j) Stipulates a validity period less than what is prescribed in the Tender form.
 - (k) Does not sign every page of the Tender with the seal of the Entity.
 - (l) Does not submit supporting documents.
 - (m) Tender submitted after the prescribed timeline or hour of operation subject to right of the Redevelopment Committee to extend the timeline or hours of operation or to accept such Tender, at its own discretion.
 - (n) Canvassing in any form of the BID shall lead to disqualification of the TENDERER.
21. The Society and the Society's PMC do not bind themselves to accept the highest bid and reserve the right to reject any or all BIDs without assigning any reasons thereof.
22. The decision of the Managing Committee will be final and binding on all the Tenderers. Tenderer should obtain acknowledgment copy with date, time & name of the person receiving the Tender.
23. Submission of the Tender does not create any contract between the Society and the Developer.
24. Notwithstanding anything contained herein, Tender is not a concluded contract between the Society and Developer with respect to the redevelopment of the said Property unless and until the Definitive Documents are duly executed and registered between the Society and Developer.
25. Both 3 (three) parts of the Tender comprise of a composite document and acceptance of any one part or act of responding to the Tender shall mean that the Tenderer has read both the parts of the Tender and agreed to abide by the terms, conditions, and stipulations of the Tender in entirety.
26. Addendum / Corrigendum with Society's Approval: Prior to the date of opening of the Bid, the Society may issue Addendum / Corrigendum to clarify documents or to vary/ modify any terms and conditions of the Bid. Each Addendum / Corrigendum 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 Bid Document.

27. Return of Untendered Bid Documents: The Tenderer is requested to return the untendered Bid documents on or before the submission date.
28. Change in Constitution: The Tenderer is not permitted to change its constitution/ change in the shareholding pattern of the Company or change of registered office address during the course of Bid after submission until the completion of the entire Project, without prior consent of the Society.
29. Signing Authority: - The Bid to be signed as follows: -
 - (a) In case of partnership firm or LLP, each partner shall sign the Bid.
 - (b) In the case of Company, Bid shall be signed by a director of the Company or a duly authorized person (authorised vide a Resolution passed in the meeting of the Board of Directors, a certified copy whereof must be submitted along with the Bid.)

PROFORMAS FOR TENDERER DETAILS
PROFORMA 'A'
(THE CREDENTIALS OF THE ORGANISATION)

- a) Name and Address of the Organization:
- i) Registered Address
- ii) Telephone Nos.
- iii) Email address.
- iv) Website URL
- b) Nature of the Organization :
(Whether Partnership/ Company Ltd)
(# Copy of Company Registration Certificate/ list of directors, Memorandum, Article of Association)

(# If Partnership Firm, then copy of Partnership Deed to be submitted)
- c) Is the Developer proposing to form a special purpose vehicle **Yes / No**

If yes, please provide the following details / documents:
- (i) Shareholding pattern of the promoter and parent entity;
- (ii) Copies of the share purchase agreement and the shareholding agreement;
- (iii) Registration Certificate of the SPV;
- (iv) List of directors of the SPV and the shareholders of the SPV;
- (v) Memorandum of Association and Articles of Association of the SPV.

Seal and Signature of TENDERER
Name and Designation of Signatory
Date:
Place:

PROFORMA 'A1'
(PRE-QUALIFICATION CRITERIA)

- A. Bids from proprietorship firm, Hindu undivided family, trusts, cooperative societies, association of persons, brokers / intermediaries or other unregistered firms or unincorporated entities shall not be considered.
- B. The Tenderer should have completed and procured occupation certificate from the planning authority for at least 3 (three) residential / residential cum commercial high rise building of 60m or above in last 5 (five) years ending on 31st March 2025 with the following parameter: -
- C. Tenderer shall have completed residential / residential cum commercial building by consumption of a minimum FSI (including fungible area) of not less than 25,000 square meters. The Tenderer should submit the necessary evidence of the same.
- D. The average turnover (in case of a company or LLP) of the Tenderer for the last 3 (three) years must be an average of Rs 400,00,00,000/- (Rupees Four hundred crores) per annum.
- E. The minimum consolidated net worth of the Tenderer and its parent entity in the real estate industry shall not be less than Rs. 1,000,00,00,000/- (Rupees One Thousand Crores only).
- F. The Tenderer shall submit the necessary documentary evidence for the above.

PROFORMA 'B'
(FINANCIAL STATUS OF THE TENDERER)

1. Summary of the assets and liabilities (as stated below) on the basis of the audited financial statement for the last three financial years and projected for the current financial year.
 - a) Total assets
 - b) Current Assets
 - c) Cash, investments, and receivables
 - d) Total Liabilities
 - e) Current Liabilities
 - f) Net Worth
 - g) Working Capital
 - h) Authorized Capital
 - i) Capital issued and paid up
 - j) Total liability to net worth
 - k) Total Turnover of company/parent company
 - l) Debt & Debt to Equity Ratio as per the Latest Audited Financial Books
 - m) Current Ratio and Other Liquidity Ratios

2. Value of the construction undertaken in the last three years and projected for current year:

Year	Current	One Years Before	Two Years Before	Three Years Before

3. Net Profit (before tax and after tax)
 - a) Current Financial Year
 - b) During the last 3 (three) financial years
4. Developer's Financial arrangements Own Resource
 - a) Bank Credits
 - b) Others (Specify)
5. Certificate of financial soundness/Solvency from Bankers.
6. Approximate number of projects and value of works in hand (ongoing and in pipeline for launch in next 12 months).
7. CIBIL (Credit Information Bureau of (India) Ltd.) ratings report of the Directors of the Tenderer.
8. Copies of audited balance sheet for the last 3 years submitted to tax authority which is self-attested.

PROFORMA 'C' (Experience of the Tenderer)
UNDER CONSTRUCTION PROJECTS (ONGOING)

Sr. No.	Project Name	Type: Residential / Commercial / Mixed AND whether SRA / Redevelopment / Open Plot	Location including reference contact details	Plot Area in Square Meters	Construction Area in Square Feet	Height of Building / Buildings & No. of Floors	Project Cost in INR	Date of procurement of IOD (For completed and ongoing projects)	Date of procurement of CC (For completed projects) in the last five years
1									
2									
3									
N									

COMPLETED PROJECTS

Sr. No.	Project Name	Type: Residential / Commercial / Mixed AND whether SRA / Redevelopment / Open Plot	Location including reference contact details	Plot Area in Square Meters	Construction Area in Square Feet	Height of Building / Buildings & No. of Floors	Project Cost in INR	Date of procurement of IOD (For completed and ongoing projects)	Date of procurement of OC (For completed projects) in the last five years
1									
2									
3									
N									

(Note: (i) Attach separate sheets if necessary, keeping the same format; (ii) (ii) in case of an SPV, please provide the above details pertaining to the shareholders)

Please provide References for Ongoing projects wherever possible.

UPCOMING PROJECTS
(Development Agreement/Acquisition/ JDA Completed)

Sr. No.	Project Name	Type: Residential / Commercial / AND whether SRA/ Redevelopment /Open Plot	Location	Plot Area in Square Meters	Proposed Construction Area in Square Feet	Height of Proposed Building / Buildings & No. of Floors	Project Cost in INR	Date of procurement of IOD (if received)	Quantum of Equity/Company funds committed to the Project (Mandatory)	Reference & contact details (Mandatory)
1										
2										
3										
N										

(Note: Attach separate sheets if necessary, keeping the same format)

Name & seal of company

Signature of Tenderer with date

PROFORMA 'E'
(DECLARATION-CUM-UNDERTAKING-INDEMNITY)

To be printed on a Rs.1,000/- Non-Judicial Stamp paper and duly notarized before a registered Notary Public

We, M/s. _____ a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at _____, represented herein by its duly authorized partner _____, [or] a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at _____, represented herein by its duly authorized partner _____, [or] a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having its registered office at _____, do solemnly affirm and say as follows:

1. We are a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its registered office at _____ [or] a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at _____ [or] a company incorporated under the Companies Act, 1956, and existing under the Companies Act, 2013, having the following as our partners/ directors, that is:

- (a)
- (b)
- (c)
- (d)

Rajul A and B Co-operative Housing Society Limited, having address at 9, Harkness Marg, Mumbai-400006 (“**said Society**”) has issued to us Tender no. _____ dated _____ in respect of the proposed re-development of all that piece and parcel of land bearing CS No.193 of Malabar Cumballa Hill Division (referred to as “**the said Properties**”).

2. We are now submitting the Bid in relation to the re-development of the said Properties, and hereby agree, declare, undertake, and confirm the following:

- (a) The facts, statements, information, offer, representation/s, declaration/s, and/or documents provided by us in the duly submitted Bid are true and correct.
- (b) Our *Firm/Company* has not been barred by any Government Authority from participating in the Tender as on date nor at
- (c) any time during our existence or formation nor is our *Firm/Company* a part of any shell company associated with money launderings as per Applicable Laws.
- (d) Neither we nor any of our / *Directors / Promoters / Partners* have any criminal cases under any court of laws pending against them.
- (e) We are not involved in any illegal activity and/or not alleged for any criminal act of any nature at any time.
- (f) We have not defaulted on any of our financial obligations such as loans from banks / NBFCs and no insolvency proceedings have been instituted or pending or threatened against us.
- (g) We are in compliance with and have at all times been in compliance with all Applicable Laws, (including Money Laundering Laws and Anti-Corruption Laws).

- (h) We are submitting this Tender and undertaking the work stipulated herein by ourselves and, and not for and/or on behalf of and/or for the benefit of any other persons or parties or as a benami, or otherwise in any other the capacity.
 - (i) We have not made, promised to make, or caused to be made any payments of anything of value, (i) to or for the use or benefit of any Government official; (ii) to any other person either for an advance or reimbursement, with knowledge or reason to know that any part of such payment would be directly or indirectly given or paid by such other person, or would reimburse such other person for payments previously made, to any Government official; or (iii) to any other person or entity, to obtain or keep business or to secure some other improper advantage.
 - (j) We have not received any notice from any Governmental Authority in respect of any noncompliance with any Applicable Laws (including Anti-Corruption Laws and/or Money Laundering Laws).
 - (k) There is no outstanding investigation by any Governmental Authority, and/or any dispute or proceedings with any person, or any internal investigation, relating to any violation of Applicable Laws, including Anti-Corruption Laws and/or Money Laundering Laws, by us, and/or any of its family members, employees, executives, principals, owners, directors, officers, managers, agents, employees, representatives, consultants or any other person acting for or on behalf of the foregoing (individually and collectively referred to as “**Representative**”).
 - (l) Neither we, nor any of our family members, and/or affiliates nor any Representative, is currently a Government Official or Governmental Authority.
 - (m) No Government official or Governmental Authority presently owns an interest, whether direct or indirect, in the company/firm, or has any legal or beneficial interest in the company/firm, or to payments made and to be made hereunder.
 - (n) All representations, undertakings, agreements and acknowledgements provided by us to the Societies under our “Covering Letter” dated [•] addressed to the Societies shall be deemed to have been included by reference in this Declaration-cum-undertaking Indemnity.
3. We hereby indemnify the said Society and the PMC, as the case may be, against any loss/s, damage/s, costs, charges, or expenses, that they may incur, sustain, suffer, by reason or virtue of: (i) any of the facts, statements, declarations and/or representations made by us being false, incorrect or misleading, and/or (ii) we failing, refusing or neglecting to perform or comply with any of the obligations and/or undertakings made/given in the Tender. We also indemnify the said Society and the PMC, as the case maybe, and keep harmless at all times in the event of claim/s, action/s, demand/s and/or proceeding/s from any third parties, person/s juristic person/s, body corporate or Government Authority/s failing, refusing or neglecting to perform or comply with any of the obligations and/or undertakings made/given in the Tender.
4. In the event we commit any act in contravention of the aforesaid provisions, we alone shall be responsible and liable for all consequences in respect thereof to the concerned Governmental Authorities and under Applicable Laws, and we indemnify and keeps fully indemnified the said Society
5. in relation to the above, including for all consequences that may arise due to any act of omission or commission by ourselves in respect thereof.
6. This writing and the execution hereof by us have been duly approved and authorised under Resolutions passed unanimously by _____ at their meeting held on _____ 2025. Accordingly, these

presents are and shall always be binding upon us.

7. We agree and undertake to bear and pay the entire stamp duty upon these presents.

Solemnly affirmed at _____)
This ____ day of 2025)
by the within named)
_____)
by its duly Authorised Signatory)
Mr. /Mrs. _____)
pursuant to resolution passed at)
the meeting of its _____)
held on _____ 2025)
in the presence of ...)