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दिनांक : ११/०१/२०१९

का.अ. / बीडीडी/मुं.मं.

WORK ORDER

No.CO/MB/BDD-Worli/

Date 04/01/2019

25

/19

To,

M/s TCC CONSTRUCTION PVT. LTD.

Construction Agency / Contractor

YT. 234
17/1/19

Subject -- Technical designing (structure, services + infrastructure), coordination and construction of rehabilitation / sale / commercial / amenities / any other structure along with Construction of Habitable Temporary Transit camps, work of onsite/ offsite infrastructure & landscaping & performing various co-ordination activities of project & obtaining all relevant permissions & approvals from all concerned authorities on lump-sum basis for Redevelopment project of BDD chawls on CTS nos. 1539 and 1540 at Lower Parel division at Worli, Mumbai- 400018.

col/mb

VP & CEO/A

----- WORK ORDER

Reference -- 1) Lowest Bid accepted by the Empowered Committee in its 11th meeting held on 02.06.18

2) Acceptance of Bid / Tender issued vide T.O. letter no.459 dated 21.06.18

3) Submission of documentation vide your letter dated 8th and 9th October 2018

4) Undertaking of Agency, as per requirement of Security clearance from Home Dept., Govt. of India (received from agency on 10.10.18)

5) Letter no. EE/BDD/MB/ 946 dated 12.11.18

6) Contract Documents registered on 25.10.18 (received by this office on 15.11.18)

22/1/19

col/mb

Naik

Sir,

Since, you have formed Special Purpose Vehicle (SPV) for consortium of M/s Capacite Infraprojects Ltd. (Lead Bidder Member), M/s Tata Projects Ltd. & M/s CITIC Construction co. Ltd. - China and as a SPV, you have submitted original Bank Guarantee towards performance security (Security Deposit) of Total Rs. 587, 21, 32, 108 / - (Rupees Five Hundred Eighty Seven crores, Twenty one lakhs, Thirty Two thousand, one hundred & Eight only) and executed Contract agreement; you are hereby instructed to start the project work w.e.f. 04/01/19, as mentioned in the Tender at clause no. 1.5 of volume I / page 16 to 24.

Date of start of work will be reckoned from 04/01/2019 and scheduled project completion period is Eight years from today i.e. 03/01/2027. The contract agreement is registered at C - 1 / 2018-19.

As per the scope of work mentioned in the Agreement and mentioned herein

Regdnt/se

pl. file it

22/1/19

under ; you are instructed to initiate all the activities and immediately act on following points: The Contractor shall complete all the scope of work as per Tender conditions , mentioned below , at his cost for the consideration that has been quoted under Price Bid:

1) Selected Bidder shall study existing MCGM/BEST/MTNL infrastructure like water supply sewerage system, storm water system, any gas piping, electrical HT, LT, optical fiber line/ telephone network system etc. Contractor shall study the architectural plans, sections, service spaces available on proposed redevelopment plans, structural and service design basis reports and prepare detailed comprehensive augmentation plan / proposal with following necessary information.

a. Contractor shall conduct necessary investigations and survey for designing of the construction as specified in Volume IV with prior permission of MHADA.

b. Contractor shall Prepare and submit services master plans, its compatible to the requirements of volume III and IV, and its connections with offsite infrastructure including its sufficiency to cater the additional loads of redevelopment, and propose alterations / modifications required in offsite / onsite designs.

c. Contractor has to coordinate with architect consultant and all offsite infrastructure developing authorities to find and develop best possible infrastructure implementation plan in gross and master plan level. Get the sign off from MHADA as well as architect consultant on the said proposal.

d. Contractor shall Prepare, submit and get approval for phase wise services development plans including additional infrastructural development to complete even before commencing of the work so that no existing occupant's essential services are disturbed during execution and take necessary approvals from the concerned authorities.

e. Contractor shall Prepare and submit structural drawings at his own costs, and submit the detailed analysis report with all required calculations in the prescribed format and design basis report in volume III. The Architect Consultant along with MHADA, then shall have peer review of the designs may ask for some corrections/omissions/amendments in the designs and then issue NOC to go ahead to the contractor.

f. Contractor shall ensure that Structural Stability: Building structures using Rapid Construction Technology for Mass Housing shall conform to prevailing I.S. Code as applicable to Mumbai. It shall be so certified from IIT Mumbai/VJT/ N.I.T. Nagpur/ C.O.E. Pune

g. Contractor shall ensure that the Rapid Construction Technology for Mass Housing shall conform to Indian Standards /National Building Code for parameters such as safety durability, weathering, chemical resistance and acoustic behaviour. It shall be so certified from IIT Mumbai/VJT/ N.I.T. Nagpur/ C.O.E. Pune

h. It shall be noted that the submitting detailed proposal, presenting proposal before High Rise Committee & obtaining approval of the High Rise Committee in consortium with Architect - Consultant shall be the responsibility of the Contractor /Selected Bidder.

i. The Contractor shall also obtain the other NOC's like civil aviation, Heritage, if applicable along with Architect - Consultant. Preparation of drawings and documents / presentations will be responsibility of Architect Consultant but further coordination and liasoning/pursuing with respective authorities for obtaining required certificates is selected Contractor's responsibility. All the approvals/permissions for the Project shall invariably be in the name of Chief Officer, MHADB. It shall be noted that the statutory expenses related with sanctioning/approval will be reimbursed by MHADA, after production of payment receipts by the Contractor.

j. The Contractor shall also obtain the other permissions / NOC's required from other service providers like BEST and any other agency for electricity supply, MTNL or any other agency for telephone, data and low voltage lines) in consultation with Architect - Consultant. Preparation of drawings and documents / presentations will be responsibility of Architect Consultant but coordination and liasoning /pursuing with respective authorities for obtaining clearances/certificates is responsibility of Contractor's. All the approvals/permissions for the Project shall be invariably in the name of Chief Officer, MHADB. It shall be noted that the statutory expenses related with sanctioning/approval will be reimbursed by MHADA, after production of payment receipts by the Contractor.

k. The Contractor shall also submit material approval requisition complying with details mentioned in volume III and IV to Architect consultant, PMC and MHADA and get it approved by all the confirming parties.

l. The Contractor shall also fulfill all additional or technical information's / designs / documents asked by Architect consultant, PMC and MHADA time to time as and when asked for. He shall also take cognizance of provisions under environmental clearance, heritage structure, High Rise Committee, etc while working out the technical details of the project for submission to architect consultant.

2) The Contractor / selected bidder shall submit detailed project implementation plan including project schedule taking into consideration construction phasing and site constraints and get approved from MHADA after fulfilling the observations made by the PMC and the Architect Consultant. Such project implementation plan shall be in accordance with clause 8.3 of General Conditions of Contract (Volume II). The detailed project implementation plan shall also include each machinery that is going to be used for each activity and the period of such usage. Further, it shall include detailed manpower deployment plan over the construction period of the project.

3) Contractor shall ensure that the project implementation plan shall also include detailed phase wise project schedule.

4) The Contractor / Selected Bidder shall obtain necessary approval for construction of temporary transit camp and construct the temporary transit camps as per the specifications provided in Volume III drawings and as given in Volume IV. For making the temporary transit camp habitable, Selected Bidder shall take necessary approvals of water connections, electricity connections, sewage connection and any other approvals as may be necessary and provide all such connections and amenities as per the approval before shifting of tenements to the Transit camp and look after maintenance of Transit Camp in all respect with a view to keep it continuously in habitable condition during the Project Construction Period. No separate payment to Selected Bidder shall be made for this scope of work. Maintenance of Transit camp shall be responsibility of the Selected Bidder and will include payment of water charges, electricity charges, sweeping, cleaning and maintenance lifts and other electric equipment in the common areas.

Payment towards construction of transit camps as per the approved plan shall be paid to Selected Bidder as defined in Clause 3.5 (C). It shall be noted that no additional payment shall be payable to the Selected Bidder towards maintenance of the Transit Camps or towards payment of electricity charges and water charges and any other related expenses of such transit camps upto project completion period.

5) Contractor shall ensure that Project Logistics, safety and security plan shall be part of the project implementation plan.

6) Contractor shall ensure preparing structural and services designs and , coordinate with Architect Consultant for all required refinements .

7) Contractor shall ensure that Construction of units and commercial area including buildable reservations under rehabilitation and sale component/commercial are as per the drawings and the Master plan provided in Volume IV and will include Rehabilitation and Sale Buildings, Amenity, Designations, Commercial buildings, Religious Structures and execution of all on-site and off-site infrastructural works, after obtaining necessary approvals from concerned Authorities and Completion of project works within scheduled time frame.

8) Contractor shall coordinate with Architect Consultants and develop structural and services plans for common infrastructural development including Landscaping ~~the area~~ as per norms of MCGM. Bidder shall also get approved the technical drawings for other provisions like rain water harvesting, solar roof panels, street lights, lights on the building periphery, trees, cross drains, culverts, compound wall , gate, etc. as per existing Environmental/DCR norms and as per the instructions issued in the project specific environmental and other clearances and as prescribed by Architect Consultants;

9) Contractor shall ensure Transportation of existing occupants along with their belongings, as per the project implementation plan, to transit accommodation and as per phases.

10) It shall be noted that the scope of Contractor also includes relocation of existing and eligible religious Structures, eligible hutments / unauthorized structures / stalls / Samajmandir etc.

11) Contractor shall ensure that Shifting of necessary infrastructure, including reconnection as per site conditions/MCGM and other necessary approvals will be executed in such a way that existing infrastructure and services to other existing buildings/chawls is not affected/remains functional. It shall be noted that the Project is to be implemented in phases. During the construction of any phase, residents of balance phases will be residing in the same place. Hence, utmost care shall be shown during construction phase towards safety, pollution and aspects of convenience of the residents.

12) Contractor shall ensure Demolition of vacant existing structures after transportation and disposal/sale of such waste generated as per environmental norms and safety of the adjoining structures.

13) Contractor shall take necessary approvals or permissions for excavation or procurement of any natural material and pay necessary statutory charges such as royalty. Also, to pay any ground rent charged by the local authorities for stacking material.

14) Contractor shall maintain field laboratory for carrying out testing of construction materials as mentioned in Volume III.

15) Contractor shall ensure that Repair any defect in constructed buildings including allied spaces will be executed at his cost/risk for a period of five years (Defects Notification Period) starting from the date of such completion of each cluster;

16) Contractor shall ensure Performance and fulfillment of all other obligations of the Contractor in accordance with the provisions of this RFP & Contract Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor as per the relevant Acts such as The Real Estate (Regulation and Development) Act, 2016 (RERA), Building Commission and provisions under environmental Clearance.

17) Contractor shall Adhere to National Building Code, other relevant IS Codes and practices, statutory requirements, General DCR of Mumbai and DCR 33(9) B for BDD chawls development as may be modified by Government from time to time, laws of land, the principles of good industry practices and any other norms as applicable from time to time.

18) Contractor shall maintain the quality of rehab, sale, amenity and commercial and other construction work in all respects by using Standard quality materials as stipulated in Technical Specifications (Volume III and IV) and to the satisfaction of Architect Consultants and Project Management Consultant (P.M.C.) and Employer. It shall be noted that in case of any variation in design base report and the technical specifications, the stringent of the two shall be applicable.

19) Contractor shall comply with the observation made by the Architect Consultant in the monthly report.

20) Contractor shall comply with the requirements/instructions given while obtaining Commencement Certificate at various stages of building construction and obtain compliances like plinth checking certificate, drainage completion certificate Occupation Certificate after each building completion, water connection, Completion Certificate, any other required approvals and allied NOCs from concerned authorities along with Architect Consultants. Preparation of required drawings and documents/certifications shall be responsibility of the Architect Consultants. However, coordination and liasoning with respective authorities for obtaining clearance/certificates shall be the responsibility of the Contractor. All the approvals/permissions for the Project shall invariably be in the name of Chief Officer, MHADB. It shall be noted that the statutory expenses related with sanctioning/approval will be reimbursed by MHADA, after production of payment receipts by the Contractor.

21) Obtaining all the necessary approvals and do necessary construction for at the time of commissioning the services like Sewage Treatment Plant, Solar system, Rain water harvesting system, Electrical substation, electrical meters, gas connections, procurement and installation of wind mill, telephone connections and any approval required ensuring smooth functioning of services shall be the responsibility of the Contractor. The Contractor shall take necessary consent to establish and consent to operate from Maharashtra Pollution Control Board. Necessary drawings/documents shall be provided by the Architect Consultants. All the approvals/permissions for the Project shall invariably be in the name of Chief Officer, MHADB.

22) Contractor shall coordinate with Architect Consultants and do the necessary liasoning/pursuance for obtaining required permissions and approvals related to infrastructure and

services at pre- construction, construction and post construction (O&M period) period including Electrical supply, water connection, drainage completion certificate, drainage connection and any other required permission/approval fire, tree cutting/replantation, MPCB, all building allied services mentioned in Volume III and IV from BEST, MCGM or any other local Authority. Required drawings and documents / certifications shall be responsibility of the Architect Consultants. However, coordination and liasoning with respective authorities for obtaining clearance/certificates shall be the responsibility of the Contractor. All the approvals/permissions for the Project shall invariably be in the name of Chief Officer, MHADB. It shall be noted that the statutory expenses related with sanctioning/approval will be reimbursed by MHADA, after production of payment receipts by the Contractor.

23) Contractor shall make necessary arrangements to transport and shift beneficiaries from transit camps to constructed units after obtaining Occupation Certificate and after construction of allied infrastructure requirements for such phased completion and as directed by MHADA/PMC. Selected Bidder shall ensure that the units before handover is in proper habitable conditions and any issues observed at the time of handover are satisfied to the satisfaction of the Authority

24) Contractor shall ensure Shifting of eligible slum beneficiaries of BDD layouts at Naigaon and NM Joshi to constructed units at Worli, after obtaining Occupation Certificate and after construction of allied infrastructure requirements for such phased completion and as directed by MHADA/PMC. Contractor shall ensure that the units before handover is in proper habitable conditions and any issues observed at the time of handover are satisfied to the satisfaction of the Authority.

25) Contractor shall ensure that Cleaning of the site after demolition of transit camp and disposal of waste generated as per environmental norms and safety of the adjoining structures. It shall be noted that

26) Contractor shall coordinate in handing over tenements to beneficiaries.

27) Contractor shall pay all the electricity bills and water charges related with construction till the rehab/sale buildings are handed over to the beneficiaries. Before handing over of tenements to beneficiaries/purchasers of sale component and before applying for transferring or issuance of Taking Over Certificate the Contractor shall clean the building, residential/commercial/amenity units and also clean the site and shall remove debris, scaffolding, etc. from the site.

28) Contractor shall pay for any other incidental charges or penalties with respect to the construction of the project such as rada roda (debris) charges, use of internal roads/ other infrastructure for stacking/ spreading of materials and pay any damages to any common infrastructure. The Contractor shall be solely responsible and shall indemnify the Employer/Consultants appointed by the Employer in this regard.

29) Contractor shall pay GST & any other statutory taxes on the bill amount as applicable. The reimbursement of GST shall be done as per tender condition.

30) Contractor shall maintain (O&M) during the respective O&M Period as defined, all the buildings (attending towards cracks/leakage/discolouration of paint) and infrastructure created in respect of water supply, lift, electrical pumps, wind mill, Fire Fighting System, Sewerage Treatment Plant (STP), Solar system, Rainwater harvesting system, Layout Street Light, including any common infrastructure and services; Scope of O & M is mentioned on page no. 1 - 23 - 24 .

- 31) Contractor shall do all the necessary acts and deeds for achieving the objectives of the Project by assisting Architect Consultants and MHADA and performing various coordination activities as and when instructed by the Employer, till the completion of the entire Project.
- 32) Contractor shall complete the project including On-Site infrastructure & off-site infrastructure within a period of 8 years and maintenance thereof.
- 33) Architect Consultants have incorporated project specific information in the form of drawings, detailed design basis reports, technical specifications for the project based on the information available with them. Contractor shall not make any variations or changes in the basic design intent without prior approval of Architect Consultant, Engineer and the Employer.
- 34) In order to recover the expenditure which is to be incurred on the Project, the Contractor shall raise the bills as mentioned in Volume II.
- 35) Contractor shall ensure Registration of Agency as well as Registration of Construction workers under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996

Please, note that all the approvals/permissions for the said Project shall invariably be in the name of Chief Officer, MHADB.

As per Tender conditions, the works of sample flat, Transit buildings, on-site & off-site infrastructure etc. shall be executed through available funds of 15 % of contract value, as mentioned in volume I at clause no. 3.5 C (volume I / page 60) by executing supplementary B-1 agreements & AT PAR with approved Estimated cost of such works based on PWD's DSR / MCGM's FMR etc of the year, in which said works are undertaken.

The Contractor will be paid based on quoted Construction rate (duly adjusted by applying relevant multiplying factors mentioned in clause 3.5 of volume I / page 58 & 59) in INR per sq.mt. of Gross Construction Area for every building.

Architect-consultant and Project Management Consultants for the said Redevelopment project are M/s Vivek Bhole.

Release of Advance as per Tender condition, shall be either in one part or in several diff. parts and such release of Advance shall be based on status of said project from time to time and as per approval of the Hon. VP & CEO / MHADA, which shall be noted.

Tender provides for particular phasing plan for five phases in a span of 8 years and provision of construction of 720 transit tenements at site and based on these tender provisions; You have quoted construction rate. You are well aware that these transit buildings are to be maintained by you at your cost during project implementation period, as explained in Tender document. Though, you may request to modify/revise phasing plan and propose increase in nos. of transit tenements; final authority to approve phasing plan and decision about nos. of transit tenements to be constructed vests with MHADA depending on site conditions; which shall be binding on you without any extra claim, which shall be noted.

No modifications/ no revision of any contract conditions/tender conditions in this registered contract is permissible.

You shall abide by the Tender/contract conditions & comply with instructions issued by MHADA / MHADB and Architect-consultant and Project Management Consultants. Also, you shall abide by the conditions mentioned in the registered undertaking submitted by you w.r.t. conditions in the security clearance issued by Home Dept., Govt. of India mentioned above.

aw.
The Reimbursement of GST shall be initiated as per Tender conditions and as explained in detail vide letter no.EE/BDD/MB/ 946 , dated 12.11.2018.

Yours faithfully ,


(Deependra Singh Kushwah)
Chief Officer,
Mumbai Housing & Area Development Board

Copy submitted to the Hon. Additional Chief Secretary (Housing Dept.), Govt. of Maharashtra for favour of information, please .

Copy submitted to the Hon. Vice President & CEO / MHADA for favour of information, please

Copy to --- 1) Chief Engineer-II / MHADA

(D.A. : Copy of Registered Contract/Tender documents-volume I to IV and Corrigendum I to X))

2) Finance Controller / MHADA

(D.A. : Copy of Registered Contract/Tender documents-volume I to IV and Corrigendum I to X))

3) Chief Architect & Planner / MHADA

4) Dy. Chief Engineer (BDD) / MHADB

5) Dy. Chief Engineer (VQC) / A

6) Dy. Chief Engineer (Planning / BDD) / MHADA

7) Resident Audit Officer / MHADA

8) Executive Engineer (Planning/BDD) / MHADA

9) Executive Engineer (BDD) / MHADB

10) Architect / MHADB

11) Chief Accounts Officer / MHADB

(D.A. : Copy of Registered Contract/Tender documents-volume I to IV and Corrigendum I to X))

12) M/s Vivek Bhole , Architect-consultants / PMC

(D.A. : Copy of Registered Contract/Tender documents-volume I to IV and Corrigendum I to X))

----- for information .