

**RFP
for
Appointment of Consulting Firm**

**Shivshahi Punarvasan Prakalp Ltd.
5th Floor, Grihanirman Bhavan, Bandra (E),
Mumbai - 400 051**

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1. Overview :

SPPL is a company owned by Government of Maharashtra and was incorporated on 25th of September, 1998. SPPL has an Authorized Share Capital of Rs. 600.00 Crores. The Main Objects of the Memorandum & Articles of Association of SPPL are as stated below.

- (a) To carry on the business of planning and implementation of housing schemes including clearance and redevelopment of slums in Mumbai Metropolitan Region, implementation of schemes for providing alternative accommodation and for rehabilitation of persons displaced by projects and schemes.
- (b) To focus on the shelter needs of economically weaker section and low income groups by way of development or construction of houses or shelter upgradation or by facilitating such development or construction by the corporate or co-operative sector or by voluntary or community development institution or groups and such other private interest.
- (c) To act as an agency for facilitating increased private sector participation in the provisions of shelter through appropriate institutional support by way of greater access to land, finance, appropriate building materials and technology.
- (d) To carry on business of builders, contractors, erectors, constructors of buildings, houses, apartments, ownership flats, structures of residential, office, industrial, institutional or commercial establishment of developer or co-operative housing societies, township, holiday resorts, hotels, motels, guest houses and in particular preparing of building sites, constructing, reconstructing, erecting, altering, improving, enlarging, developing, decorating, furnishing and maintaining of structures, flats, houses, factories, shops, offices, garages, warehouses, building works, workshops, hospitals, nursing homes, clinics, godowns and other commercial, educational purposes and conveniences and arranging finance and marketing for the said activities.

2. Background :

SPPL has recently invited RFI Cum RFP from Builders/ Developers/ Land Owners for implementation of Affordable Housing Projects and Slum Rehabilitation Projects in MMR. The RFI Cum RFP document is available on Website of SPPL : www.sppl.biz. The last date for submission of this RFI Cum RFP is 22nd September, 2015.

SPPL intends to appoint Consulting Firm from amongst those empanelled with Government of Maharashtra for implementation of PPP and other types of projects and/or shortlisted by Government of India for proposals of Smart Cities.

3. Nature of Assignment :

The nature of assignment for the Consulting Firm would be to assist in (a) Finalisation of Evaluation Frameworks, (b) Technical & Financial Scrutiny & Submission of Advisories, (c) Finalization of Standard Agreements for JV/SPV, (d) Institutional Mechanism for Project Implementation & Suggestions for Modification/ Changes in Organisational Architecture, (e) Road Map for securing Project Finance.

4. Scope of Work :

The scope of work for the Consulting Firm would include Study & Analysis of relevant Statutes/ Laws and Policy/ Guidelines such as UDD Notifications/ Development Control Regulations, etc. of Government of Maharashtra which are applicable to Affordable Housing Projects and Slum Rehabilitation Projects in MMR.

5. Phases of Specific Tasks :

The specific tasks to be carried out by the Consulting Firm would have to be accomplished in Five Phases with parallel timelines :- (a) Phase I- Finalization of Evaluation Framework; (b) Phase II- Technical & Financial Scrutiny & Submission of Advisories; (c) Phase III- Finalization of Standard Agreements for JV/ SPV; (d) Phase IV- Institutional Mechanism for Project Implementation & Suggestions for Modification/ Changes in Organisational Architecture; (e) Phase V- Road Map for securing Project Finance.

6. Selection Procedure :

The Consulting Firm will be appointed through a limited bidding process & on basis of their achieving Minimum Eligibility Criteria & submission of competitive Financial Proposals.

The Consulting Firm will be required to report to the MD, SPPL and/or other senior officers of SPPL not below rank of GM as well as assist such Selection cum Recommendation Committee as may be constituted by SPPL.

7. Deliverables and Timelines

The following deliverables are to be submitted:

Phase No.	Type of Deliverables	Details of Activities	Total Weeks from the Date of Agreement
Phase I	Finalisation of Evaluation Framework	(a) Study & Analysis of relevant Statutes / Laws and Rules & Regulations & submission of draft version of Evaluation Framework.	4 Weeks
		(b) Incorporation of appropriate Modifications/ Changes & submission of final version of Evaluation Frame Work.	6 Weeks
Phase II	Technical & Financial Scrutiny & Submission of Advisories	Technical & Financial Scrutiny of Proposals on the basis of Evaluation Framework & Submission of Advisories.	Maximum of 2 Weeks from receipt of each proposals from SPPL. Total number of proposals likely to be referred to the Consulting Firm for Technical & Financial Scrutiny and Submission of Advisories is expected to be around 15. Submission of Advisories in respect of all such proposals received from SPPL is expected to be completed within maximum of 16 weeks.
Phase III	Standard Agreements	(a) Study of relevant Statues & Laws and Rules & Regulations for draft of Standard Agreements for JV / SPV.	8 Weeks

Phase No.	Type of Deliverables	Details of Activities	Total Weeks from the Date of Agreement
		(b) Incorporation for Modifications/ Changes & finalization of Statuary Agreements for JV/SPV.	12 Weeks
Phase IV	O & M exercise to suggest Institutional Mechanism.	O & M exercise to suggest Institutional Mechanism for Project Implementation & Modification/ Changes in Organisational Architecture.	20 Weeks
Phase V	Road Map for securing Project Finance.	Exploring various options to suggest a Road Map for securing Project Finance from National/ International/ Multilateral Agencies.	24 Weeks

8. Minimum Eligibility Criteria :

The Consulting Firm must satisfy the following Minimum Eligibility Criteria and submit their proposal with relevant Information & Documents.

- 8.1 **Domain Knowledge :** The Consulting Firm must have domain knowledge relating to implementation of Housing Projects and/or Slum Rehabilitation Projects in MMR.
- 8.2 **Sectoral Experience :** The Consulting Firm must have experience in following sectors relating to Housing Projects and /or Slum Rehabilitation Projects in MMR which have total market valuation of more than Rs. 500 Crores:-
- Feasibility Studies & Advisory Services.
 - Transaction Advisory & Financial Engineering Services.
 - Legal Services.
- 8.3 **Supporting Evidence :** Minimum Eligibility Criteria to be fulfilled through adequate disclosures & submission of all relevant Information & Documents.
- 8.4 **Key Professional Staff :** Key Professional Staff must meet the required Academic Qualifications & Professional Experience.

9. Key Professional Staff :

The Consulting Firm should have the following Key Professional Staff with required Academic Qualifications and Professional Experience as mentioned below:

Sr. No.	Key Professional	Academic Qualifications	Minimum Professional Experience	Experience on Eligible Assignments
(1)	Senior Architect/ Urban Planner	B.Arch./B. Tech. (Civil)/ B.E. or equivalent preferably with P.G. Qualifications in Urban Planning.	10 years	Work experience in Layout Plans & Building Designs etc. relating to at least 3 Housing Projects and/or Slum Rehabilitation Projects in MMR with total market valuation of atleast Rs. 250 Crores.
(2)	Senior Financial Advisor	MBA (Finance) or equivalent preferably with Additional Qualifications of CA.	10 years	Work experience in Financial Analysis & Project Valuation etc. relating to at least 3 Housing Projects and/or Slum Rehabilitation Projects in MMR with total market valuation of atleast Rs. 250 Crores.
(3)	Senior Legal Advisor	LLM or equivalent preferably with P.G. Qualifications in Corporate Law.	10 years	Work experience in Setting Up JV/SPV's relating to at least 3 Housing Projects and/ or Slum Rehabilitation Projects in MMR with total market valuation of atleast Rs. 250 Crores.
(4)	Senior Civil Engineer	B. Tech. (Civil) / B.E. (Civil) or equivalent preferably with P.G. Qualifications in Project Valuation & Quantity Surveying.	10 years	Work experience in Property Valuation & Quantity Surveying relating to at least 3 Housing Projects and/ or Slum Rehabilitation Projects in MMR with total market valuation of atleast Rs. 250 Crores.
(5)	Senior Real Estate Market Analyst	MBA (Mktg) or equivalent preferably with PG	10 years	Work experience in Real Estate Market Analysis relating to at least 3 Housing Projects

	Qualifications in Real Estate & Facility Management.		and/or Slum Rehabilitation Projects in MMR with total market valuation of at least Rs. 250 Crores.
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10. Preparation of Proposal :

The Consulting Firms must submit complete proposals consisting of Appendix I – Form 1 to 10 and Appendix II – Form 1 & 2 with a Covering Letter and in separate Sealed Envelopes & superscribed as stated below:

Enclosure 1	‘Technical Proposal’ in separate Sealed Envelope & superscribe it as “Enclosure 1: Technical Proposal” & must include 1. Appendix I – Forms 1 to 10 2. Documents & Certificates supporting the Minimum Eligibility Criteria.
Enclosure-2	‘Financial Proposal’ in separate Sealed Envelope & superscribe it as “Enclosure 2: Financial Proposal” & must include Appendix II – Form 1 & 2.

11. Basis for Award of Contract :

The Consulting Firm will be required to achieve the Minimum Eligibility Criteria through evaluation of their Technical Proposal & thereafter selection would be made on the basis of their competitive Financial Proposals.

The Consulting Firm would be required to quote separately & submit their Financial Proposals for each Type of Deliverables and categorized as Phases I to V.

Financial Proposal for Phase I –Quote A

Financial Proposal for Phase II - Quote B

Financial Proposal for Phase III - Quote C

Financial Proposal for Phase IV - Quote D

Financial Proposal for Phase V - Quote E

The lowest aggregate of Quote A + Quote B + Quote C + Quote D + Quote E would be considered for selection of the Consulting Firm.

Note: The Consulting Firm will however be entitled to receive additional payment on pro rata basis of Quote 'B' for each additional proposal referred by SPPL, if the total number exceeds 15.

12. Proposal Validity Period :

The offer made by Consulting Firm must be valid from the last date of submission for a minimum period of 90 days.

13. Right to Accept or Reject :

13.1. MD, SPPL reserves all right to accept or reject the submitted RFPs at any time of the process of selection without any liability or any obligation for such acceptance or rejection or annulment, and without assigning reasons thereof to any Consulting Firm submitting the RFP.

13.2. MD, SPPL reserves the right to reject any submitted RFP; if Material Misrepresentation is made or uncovered, or Supplementary Information sought is not provided by any Consulting Firm within time for evaluation of the RFP.

13.3. MD, SPPL also reserves the right to consider the next best offer in the eventuality of disqualification and/ or rejection of the selected Consulting Firm or take such other measures as may be deemed appropriate, including annulment of the entire process of selection of Consulting Firm through this RFP.

14. Schedule of Payment:

The Schedule of Payment will be based on milestones achieved by the Consulting Firm as indicated below:

Sr. No.	Details of Activities	% of Payment
1	(a) Study & Analysis of relevant Statutes / Laws and Rules & Regulations & submission of draft version Evaluation Framework.	60% of Quote 'A' within 15 days of submission of draft version Evaluation Framework.
	(b) Incorporation of appropriate Modifications/ Changes & submission of final version of Evaluation Framework.	40% of Quote 'A' within within 15 days of submission final version of Evaluation Framework.

Sr. No.	Details of Activities	% of Payment
2	Technical & Financial Scrutiny of Proposals on the basis of Evaluation Framework & Submission of Advisories.	100% including pro rata amounts of Quote 'B' within 15 days of submission of each Advisory.
3	(a) Study of relevant Statutes and Rules & Regulations/ Laws & submission of draft version of Standard Agreements for JV / SPV.	60% of Quote 'C' within 15 days of submission of draft version of Standard Agreement for JV/SPV.
	(b) Incorporation for Modifications/ Changes & submission of final version of Statutory Agreements for JV/SPV.	40% of Quote 'C' within 15 days of submission of final version of Statutory Agreement for JV/SPV.
4.	O & M exercise to suggest Institutional Mechanism for Project Implementation & Modification/ Changes in existing Organizational Architecture.	100% of Quote 'D' within 15 days of submission of report for Institutional Mechanism for Project Implementation & Modification/ Changes in existing Organisational Structural.
5.	Exploring various options for securing Project Finance from National/ International/ Multilateral Agencies.	100% of Quote 'E' within 15 days of submission of report for securing Project Finance from National/ International/ Multilateral Agencies.

15. Taxes and Levies :

The Financial Proposal of the Consulting Firm should be inclusive of all Incidental Costs/ Taxes/Charges/ Levies, etc. No claims whatsoever will be entertained in future by SPPL.

16. Contact for Clarifications :

The following officers of SPPL may be contacted regarding clarifications about this RFP.

Sr. No.	Name	Designation	Fax No.	Mobile No.
1.	Shri R.G. Salvi	General Manager (Marketing)/SPPL	022-26591087	9892293079
2.	Shri R.B. Sankhe	Deputy Chief Engineer/SPPL	022-26591094	9833554011

17. Last Date of Submission :

The Consulting Firm would be required to download the RFP document from Website of SPPL: www.sppl.biz & then submit their response in Sealed Envelopes to the following Office Address alongwith all relevant Information & Documents. Non-Refundable Deposit of Rs.10,000/- as Processing Fee is also required to be made through Demand Draft in favour of SPPL.

Office Address: MD, SPPL
5th Floor, Grihanirman Bhavan
Bandra (E),
Mumbai- 400 051.
E-mail: sppl_mumbai@rediffmail.com

18. Documents to be submitted along with Technical Proposal :

18.1. Transmittal Letter and Title Page

Transmittal Letter and Title Pages must be included containing a brief statement of the Consulting Firms understanding about the Nature of Assignment and Scope of Work.

18.2. Table of Contents

Table of Contents must be included alongwith clear listing of the different Sections/ Paragraphs in the proposal to be submitted by the Consulting Firm.

18.3. Proposal Contents

Executive Summary must be included with narration of salient features of the proposal as well as brief description of the Consulting Firm's approach to the Scope of Work. The details of the Project Team must be listed alongwith means by which the members of the Project Team intend to achieve requirements of the assignment for SPPL. Executive Summary should not be more than a few pages. Further; the Corporate Profile of the Consulting Firm may also be included highlighting specific background of the Consulting Firm in handling assignments relating to Housing Projects and/or Slum Rehabilitation Projects in MMR.

18.4. Team Identification and Nature of Business

Key Professional Staff to be identified by Name and Title, Address of Offices, Telephone and Fax Numbers & email Address, etc. Business Structure of the Consulting Firm must also be stated i.e. whether it is a Consortium, Joint Venture, Partnership, or Proprietorship Firm.

18.5. Work Plan and Services

Work Plan must be included by describing the basic approach and methodology and services proposed to be offered in accomplishing the assignment for SPPL. Work Plan must be sufficiently elaborate so as to enable an objective comparative analysis of the relative capabilities of the Consulting Firm.

18.6. Qualifications and Experience

Information must be included about earlier assignments handled by Key Professional Staff & their respective roles and responsibilities for the assignment for of SPPL.

18.7. Power of Attorney

Authorized Signatory of the Consulting Firm must sign the proposal on behalf of the Consulting Firm. Power of Attorney for the Authorized Signatory should be on Stamp Paper duly notarized and/or accompanied by Board Resolution & it must be submitted along with the Technical Proposal. All necessary documents & statements as enlisted under Appendix I – Form 1 to 10 & Appendix II – Form 1 & 2 of this RFP must be completed & attached duly signed and submitted as the Technical Proposal & Financial Proposal respectively in separate Sealed Enevelopes.

18.8. Undertaking regarding Conflict of Interest

Consulting Firm must submit an undertaking clearly indicating the following:

- a. **Not to Benefit from Commissions & Discounts:-** The Consulting Firm shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this assignment or in the discharge of their obligations and the Consulting Firm shall make best efforts to ensure that Key Profession Staff do not receive any such additional remuneration from the Consulting Firm.
- b. **Not to Be Otherwise Interested:-** The Consulting Firm must agree that, during the completion of this assignment and till formal termination of its agreement with SPPL, the Consulting Firm as well as Key Profession Staff shall not provide professional services to strictly avoid Conflicts of Internet.

18.9. Audited Financial Statements

Audited Financial Statements for the past 3 Years must be submitted by the Consulting Firm.

18.10. Processing Fees

Non refundable Deposit of Rs.10,000/- should be made as Processing Charges in the form of Demand Draft payable in favour of SPPL.

18.11. Bid Security

The Consulting Firm shall furnish Bid Security of Rs.1,00,000/-. The Bid Security shall be made by the Consulting Firm in the form of Demand Draft and payable in favour of SPPL. Any RFP submitted without Bid Security shall be rejected by SPPL as a Non responsive. No Interest shall be paid on Bid Security. The Bid Security of all unsuccessful Consulting Firms will be returned within 30 days of the selection of Consulting Firm by SPPL. The Bid Security of the successful Consulting Firm will be released by SPPL after formal termination of the agreement of the Consulting Firm.

18.12 Extension of Completion Dates

SPPL may extend the indicated time lines of any of the five Phases depending upon the prevailing conditions or any such unforeseen events which may make it impossible for the Consulting Firm to complete all Types of Activities within the timelines specified & pro rata compensation if admissible will be paid by SPPL to the Consulting Firm.

18.13 Settlement of Dispute

Consulting Firm can seek Settlement of Disputes through negotiations with the Grievance Redressal Committee of SPPL consisting of GM (Marketing); Dy. CE & GM (Finance) & thereupon the decisions arrived at will be conveyed to the Consulting Firm within 15 days. Further, the Consulting Firm will have the liberty to prefer an Appeal Memorandum before the MD, SPPL. The MD, SPPL shall decide the matter within 15 days of receipt of Appeal Memorandum from the Consulting Firm. The decision of the MD, SPPL shall be final & binding on the Consulting Firm.

18.14 Termination of Agreement

18.14.1 By SPPL

SPPL may terminate the Agreement with the Consulting Firm in case of the occurrence of any of the eventualities specified under Clauses (a) to (f). If, such eventualities occurs SPPL shall give not less than 15 days Written Notice of termination to the Consulting Firm and 30 days in the case of the eventualities referred to in (f).

- (a) If the Consulting Firm after being notified does not remedy within 15 days any failure in the performance of their obligations under the Agreement.
- (b) If the Consulting Firm becomes Insolvent or Bankrupt.
- (c) If the Consulting Firm engages in corrupt or fraudulent practices in competing for or in execution of the Agreement.
- (d) If, the Consulting Firm as the result of 'Force Majeure', is unable to perform a material portion of the assignments for a period of more than 45 days.
- (e) If the Consulting Firm fails to comply with any final decision reached as a result of the Settlement of Disputes.
- (f) If SPPL, in its sole discretion for any reason whatsoever, decides to terminate the Agreement with the Consulting Firm.

18.14.2 By Consulting Firm

Consulting Firm may terminate the Agreement with SPPL, by giving not less than 30 days Written Notice after occurrence of any of the eventualities specified in Clauses (a) to (c).

- (a) If SPPL fails to pay any money due to the Consulting Firm as per Agreement and fails to do so even after Settlement of Dispute within 30 days of receiving a Written Notice.
- (b) If, SPPL as the result of 'Force Majeure' is unable to discharge a material portion of its role for a period of more than 45 days.
- (c) If, SPPL fails to comply with any final decision arrived at as per procedure for Settlement of Disputes.

18.15 Signing of Agreement

Consulting Firm, after its selection and upon accepting the Offer Letter made by SPPL must within 7 days thereafter, sign the Article of Agreement as per proforma given in Form- 1 of Appendix III.

APPENDIX-I
TECHNICAL PROPOSAL
Form-1
Letter of Proposal
(Consulting Firm's Letter Head)

To,
The Managing Director,
Shivshahi Punarvasan Prakalp Ltd,
5th Floor, Grihanirman Bhavan,
Bandra (East),
Mumbai-400 051.

Sub: Appointment of Consulting Firm to assist SPPL in taking forward its initiative for implementation of Affordable Housing Projects & Slum Rehabilitation Projects in MMR.

Dear Sir,

The RFP document No. _____ & dated _____ of SPPL available on its Website: www.sppl.biz was referred to by M/s. _____, I/We, having examined all relevant documents and understood their contents, hereby submit our proposal for Appointment of Consulting Firm to assist SPPL in taking forward its initiative for implementation of Affordable Housing Projects and Slum Rehabilitation Projects in MMR. The proposal is unconditional and unqualified.

2. I/We affirm that, statements made in the RFP are for the express purpose of our appointment by SPPL as the Consulting Firm.
3. I/We affirm that, information provided with respect to the RFP in the Appendix- I and Appendix- II are true and correct and all documents attached are true copies of their respective Originals.
4. I/We shall make available to SPPL any Supplementary/ Additional Information that may be necessary or required for authenticating the proposal of RFP.
5. I/We certify that in the last 3 years, the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority against the Consulting Firm nor have been expelled from any project or contract nor have had any agreement terminated for breach of contract.

6. I/We declare that:
 - (a) I/We have no reservations to the RFP documents, including any Addendum that may have issued by SPPL;
 - (b) I/We do not have any conflict of interest in accordance with relevant clauses of the documents of RFP;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that SPPL may cancel the Selection Process of the Consulting Firm at any time and that SPPL are not bound to accept any proposal that may be received for selection of the Consulting Firm.
8. I/We certify that with regard to matters other than security and integrity of the country, we have not been convicted by any Court of Law or indicted or adverse orders passed by a Regulatory Authority which would cast a doubt on our ability to undertake the assignment as a Consulting Firm.
9. I/We further certify that with regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Investigation Agencies of the Central or State Government or convicted by any Court of Law for any offence committed by us or by any associates of the Consulting Firm.
10. I/We further certify that no enquiries by any Statutory and/or Regulatory Authorities are pending either against us or against associates of the Consulting Firm.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SPPL in connection with the selection of Consulting Firm.
12. I/We agree to submit Bid Security of Rs. 1,00,000.00 (Rupees One lakh only) in the form of a Demand Draft to SPPL.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document & in no case, shall have any claim or right of whatsoever nature if the assignment is not awarded to as the Consulting Firm or our proposal is not opened or rejected by SPPL.

14. I/We agree to keep this offer valid for 90 (Ninety) Days from the last Date of Submission of the RFP to SPPL.
15. I/we agree to enter into an Agreement on Stamp Paper of appropriate value with the SPPL.
16. I/We have studied RFP document and all other documents carefully. I/We understand that except to the extent as expressly set forth in the Agreement with SPPL, we shall have no claim, right or title arising out of any documents or information provided to us by SPPL or in respect of any matter arising out of or concerning or relating to the assignment as a Consulting Firm.
17. The Financial Proposal is being submitted in a separate Sealed Envelope. I/We agree that the Technical Proposal read with the Financial Proposal shall constitute the submission of RFP proposal which shall be binding on us if selected as the Consulting Firm.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the contents of the documents of the RFP for appointment of the Consulting Firm.

Yours sincerely,

Signature, Name and Designation of the Authorised Signatory

Date: _____

Place: _____

APPENDIX-I
Form-2
Particulars of Consulting Firm

1.1	State the Category of Consulting Firm:
1.2	State in brief about of Successful Assignments of Consulting Firm:
1.3	State whether Sole Firm or Lead Member of Consortium Firm:
1.4	State following particulars of Consulting Firm: Name of Consulting Firm: Legal Status: Registered Office Address: Year of Incorporation: Year of Commencement of Business:
1.5	State the Name, Designation, Address and Phone Numbers of Authorised Signatory: Name: Designation: Company: Address: Phone Nos.: Fax No. : E-mail Address:
1.6	State in respect of Other Members of the Consortium : (i) Name of Other Member : (ii) Legal Status: (iii) Registered Office Address and Place of Business:

1.7	<p>State in respect of Other Members of the Consortium ,</p> <p>(i) Have penalties been imposed by any Public Authority/ Government Departments for Substandard Quality of Work or Breach of Contract in the last 5 years? Yes/No</p> <p>(ii) Have there been any failure in completion of Assignments/ Contracts awarded to it by any Government Departments/ Public Authority in last 5 years? Yes/No</p> <p>(iii) Have there been any Order of Blacklisting by any Government Department/ Public Authority in the last 5 years? Yes/No</p> <p>(iv) Have there been any incidence of Bankruptcy/Insolvency in the last 5 years? Yes/No</p> <p>Signature, Name and Designation of the Authorised Signatory</p> <p>Date: _____</p> <p>Place: _____</p>
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APPENDIX-I

Form-3

Power of Attorney

Know all men by these presents, we, _____(Name of Consulting Firm with Registered Office Address) do hereby constitute, nominate, appoint and authorise Mr / Ms. _____ presently residing at _____ (Postal Address) and is presently employed with us and holding the position of _____ (Specify Designation) as our true and lawful attorney (hereinafter referred to as the "Authorised Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal to SPPL for and appointment of Consulting Firm for _____ (Nature of Consultancy) and including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences if any and providing information/ responses to SPPL & representing us in all matters before the SPPL, signing and execution of all agreements and undertakings consequent to acceptance of our proposal by SPPL and generally dealing with the SPPL in all matters in connection with or relating to or arising out of our proposal for the assignment or upon award thereof to us as Consulting Firm.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our Authorised Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our Authorised Signatory in exercise of the powers hereby conferred shall always be deemed to have been done by us as the Consulting Firm.

In Witness whereof We, _____ the above named principal have executed this Power of Attorney on this _____ day of _____, 20____.

For _____

Signature, Name, Designation and Registered Office Address

Witnesses:

1. Mr./Ms. _____

2. Mr./Ms. _____

Notarised

Accepted

Signature, Name & Designation of Authorized Signatory

Notes:

The mode of execution of the Power of Attorney by the Consulting Firm should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under Common Seal affixed in accordance with the required procedure. The Power of Attorney should be executed by the Consulting Firm on a Non-Judicial Stamp Paper of Rs. 500 and duly notarised by a Public Notary.

The Consulting Firm whenever required to do so; must submit for verification the extract of the charter documents such as a Board Resolution/ General Power of Attorney in favour of the person executing this Power of Attorney for the delegation of authority to the Authorized Signatory on behalf of the Consulting Firm. For any Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed. However, any Consulting Firms from nations that have signed the Hague Convention for Foreign Public Documents, 1961 need not get their Power of Attorney legalised by the respective Indian Embassy.

APPENDIX-I

Form-4

Information of Key Professional Staff

Sr. No.	Designation	Name	Educational Qualification	Professional Experience in Years	Present Employment		Details of Eligible Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Senior Architect/ Urban Planner						
2.	Senior Financial Advisor						
3.	Senior Legal Advisor						
4.	Senior Civil Engineer						
5.	Senior Real Estate Market Analyst						

Date: _____

Place: _____

Signature, Name and Designation of the Authorized Signatory

APPENDIX-I

Form-5

Methodology and Work Plan

The Methodology and Work Plan must be submitted by the Consulting Firm as follows:

1. Understanding of Nature of Assignment (Maximum 2 Pages)

The Consulting Firm must clearly state its understanding of the Nature of Assignment of this RFP. The Consulting Firm may supplement various requirements and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives of the Nature of Assignment of SPPL.

2. Methodology and Work Plan (Maximum 10 Pages)

The Consulting Firm must submit its Methodology & Work Plan for carrying out the Nature of Assignment of SPPL, outlining its broad approach toward achieving the objectives. The Consulting Firm will submit a brief write up about its proposed Project Team explaining how different areas of expertise needed as per the Nature of Assignment of SPPL has been fully covered by its proposal. In case the Consulting Firm is a Lead Consortium Members, it should specify how the expertise of Other Members is proposed to be utilised for achieving the objectives of the Nature of Assignment of SPPL. The Consulting Firm must specify the sequence of important activities, and also provide a assurance plan for carrying out its responsibilities as Consulting Firm.

APPENDIX-I

Form-6

(a) Experience of Consulting Firm

Sr.No.	Name of Housing Project and/ or Slum Rehabilitation Project	Estimated Capital Cost (Rs cr.)	Total Professional Fees received by the Consulting Firm
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			

Date: _____

Signature, Name and Designation of the Authorized Signatory

Place: _____

Note:

The Consulting Firm should provide details of only those Housing Projects and/or Slum Rehabilitation Projects that have been completed successfully under its own name.

Exchange Rate should be taken as prevailing on 1st September, 2015.

APPENDIX-I

Form-6

(b) Certificate of Statutory Auditor

Certified that the information stated above in respect Total Professional Fees received by the Consulting Firm is correct as per entries in their Books of Accounts.

Name of the Statutory Auditors:

Signature for the Authorised Signatory of the Statutory Auditor

Seal of the Statutory Auditor

Date: _____

Place: _____

Note:

The Consulting Firm if for certain reasons has not appointed any Statutory Auditors; it must provide the certificate from its Chartered Accountant who ordinarily certifies their Annual Accounts for purposes of Income Tax.

APPENDIX-I

Form-7

Experience of Key Professional Staff

Name of Key Professional Staff:

Designation:

Sr. No.	Name of Housing Project and/or Slum Rehabilitation Project	Estimated Capital Cost (Rs cr.)	Name of the Consulting Firm which had engaged Key Professional Staff	Designation of the Key Professional Staff	Date of Completion of Consulting Assignment
(1)	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					
5					

Date: _____

Signature, Name and Designation of the Authorized Signatory

Place: _____

APPENDIX-I

Form 8

Eligible Assignments of Consulting Firm

Nature of Consulting Assignment:	
Name of the Housing Project and/or Slum Rehabilitation Project:	
Brief Description of the Housing Project and/or Slum Rehabilitation Project:	
Description of Advisory Services performed by the Consulting Firm:	
Name of Clients and their Office Addresses:	
Estimated Capital Costs of Housing Project and/or Slum Rehabilitation Project (Rs Cr.):	
Total Professional Fees received by the Consulting Firm (Rs. Lakhs):	
Starting Date and Date of Completion of the Consulting Assignment:	

Date: _____

Signature, Name and Designation of the Authorized Signatory

Place: _____

Notes:

The Consulting Firm may use separate sheet for each eligible Consulting Assignment of Housing Project and /or Slum Rehabilitation Project. Exchange rate should be taken as on 1st September, 2015.

APPENDIX-I

Form 9

Eligible Assignments of Key Professional Staff

Name of Key Professional Staff:	
Designation of Key Professional Staff:	
Name of the Housing Project and/or Slum Rehabilitation Project:	
Description of Housing Project and/or Slum Rehabilitation Project:	
Description of Consultancy Services provided by the Key Professional Staff:	
Name of Clients and their Office Addresses:	
Name, Telephone No. and Fax No. of Client's:	
Estimated Capital Cost of Housing Project and/or Slum Rehabilitation Project (Rs cr.):	
Total Professional Fees received by the Key Professional Staff (Rs. Lakhs):	
Commencement Date and Date of Completion of the Consultancy Services:	

Date: _____

Signature, Name and Designation of the Authorized Signatory

Place: _____

Notes:

The Consulting Firm may use separate sheet for each of the Key Professional Staff. Exchange Rate should be taken as on 1st September, 2015.

APPENDIX-I

Form -10

Curriculum Vitae (CV) of Key Professional Staff

1. Name of Profession:
2. Date of Birth:
3. Nationality:
4. Educational Qualifications:
5. Employment Record:
(Starting with present position & in reverse order)
6. List of Housing Projects and/or Slum Rehabilitation Projects
(Name & Description of Specific Assignments)
7. Information of the Current Assignment and the Time Period for which Consultancy Services will be required for the Current Assignment.

Certification:

1. I am willing to voluntarily work on the assignment if given to the Consulting Firm by SPPL.
2. I will be available as necessitated for entire duration of the assignment if given to the Consulting Firm by SPPL.
3. I, certify that to the best of my knowledge and belief, my CV correctly describes all personal details; qualifications and experience to adequately meet the eligibility criteria of Key Professional Staff for the assignment if given to the Consulting Firm by SPPL.

Signature, Name & Seal of the Key Professional Staff

Place: _____

Date: _____

Notes: The Curriculum Vitae (CV) must be signed by both the concerned Key Professional Staff and by the Authorised Signatory of the Consulting Firm.

APPENDIX-II

Form - 1

Covering Letter

(Consulting Firm's Letter Head)

To,
The Managing Director,
Shivshahi Punarvasan Prakalp Limited
5th Floor, Grihanirman Bhavan,
Bandra (East),
Mumbai- 400 051

Dear Sir,

Sub: Appointment of Consulting Firm by SPPL to assist in taking forward its initiatives for implementation Affordable Housing Projects & Slum Rehabilitation Projects in MMR.

I/We, _____ (Name of Consulting Firm) herewith enclose my/our Financial Proposal.

I/We agree that this offer shall remain valid for a period of 90 Days from the last date of submission of RFP or such further period as may be mutually agreed upon between me/us and SPPL.

Yours sincerely,

Signature, Name, Designation & Seal of the Authorised Signatory

Place: _____

Date: _____

Note: The Financial Proposal must be submitted strictly in Form 2 of Appendix II of this RFP.

APPENDIX-II
Form - 2
Financial Proposal
(Consulting Firm's Letter Head)

To,
The Managing Director,
Shivshahi Punarvasan Prakalp Limited
5th Floor, Grihanirman Bhavan,
Bandra (East),
Mumbai- 400 051

Sub: Appointment of Consulting Firm to assist to SPPL in taking forward its initiative for implementation of Affordable Housing Projects & Slum Rehabilitation Projects in MMR.

Dear Sir,

I having been duly authorized to represent and act on behalf of _____
(Name & Registered Office of Consulting Firm) and having fully understood all of the requirements of this RFP of SPPL and details provided therein hereby enclose our Financial Proposal offer in Lump Sum with relevant details as per the requirements of this RFP .

Phase No.	Type of Deliverables	Details of Activities	Amount in Figures (INR)	Amount in Words
Phase I	Finalisation of Evaluation Framework	(a) Study & Analysis of relevant Statutes / Laws and Rules & Regulations & submission of draft version of Evaluation Framework.		
		(b) Incorporation of appropriate Modifications/ Changes & submission of final version of Evaluation Frame Work.		
Phase II	Technical & Financial Scrutiny & Submission of Advisories	Technical & Financial Scrutiny of Proposals on the basis of Evaluation Framework & Submission of Advisories.		

Phase No.	Type of Deliverables	Details of Activities	Amount in Figures (INR)	Amount in Words
Phase III	Standard Agreements	(a) Study of relevant Statues & Laws and Rules & Regulations for draft of Standard Agreements for JV / SPV.		
		(b) Incorporation for Modifications/ Changes & finalization of Statuary Agreements for JV/SPV.		
Phase IV	O & M exercise to suggest Institutional Mechanism	O & M exercise to suggest Institutional Mechanism for Project Implementation & Modification/ Changes in existing Organisational Architecture.		
Phase V	Road Map for securing Project Finance.	Exploring various options to suggest a Road Map for securing Project Finance from National/ International/ Multilateral Agencies.		
Total	Total Professional Fees for all Types of Deliverables			

The offer made by the Consulting Firm is for Phases I to V as categorized above & covers all Types of Deliverables & Details of Activities and is inclusive of all Taxes, Incidentals, Overheads, Travelling Expenses & Accommodation Charges, Printing and Binding Expenses, Sundries Expenditure, etc and is in conformity with all 'Terms and Conditions' of the RFP.

Yours sincerely,

Signature, Name and Designation of the Authorised Signatory

Note: The Financial Proposal is to be submitted strictly in Form 2 of Appendix II of this RFP.

APPENDIX-III

Form - 1

Article of Agreement

Article of Agreement made this _____ day of _____ month of 2015 .

Between

Shivshahi Punarvasan Prakalp Limited (herein after referred to as "SPPL" which expression shall include its successors and assigns where the context so admits) of the one part.

And

_____ (herein after referred to as "the Consulting Firm" which expression shall include their heirs, executors, administrators and assigns where the context so admits) of the other part.

Whereas

SPPL is desirous that the assignment described in the RFP No. _____ & dated _____ should be carried out, and has accepted the proposal submitted by M/s.

_____, the Consulting Firm

Witnesseth as follows:-

1. The words and expressions in this Article of Agreement shall have the same meanings as are respectively assigned to them in the RFP of SPPL.
2. The following documents shall be deemed to form and be read and construed as part of this Article of Agreement, viz:-
 - (a) RFP of SPPL.
 - (b) Letter of Offer by SPPL.
 - (c) Letter of Acceptance of Consulting Firm
3. The Consulting Firm in consideration of the successful completion of the assignment will be paid Total Professional Fees by SPPL in the manner described in the RFP.

In consideration of the payment of Total Professional Fees by SPPL to M/s. _____, the Consulting Firm hereby agrees to all terms & conditions and other covenant of the RFP of SPPL & agrees to complete the assignment within the time period mentioned in the RFP.

In Witness whereof the parties hereto have caused of their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day; month and year first above written.

The Common Seal of _____

_____ was hereunto affixed in the presence of

Signed, Sealed and Delivered by
