



## **Mahatma Phule Renewable Energy and Infrastructure Technology Limited**

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

### **Invitation For Online E-Tender Professional Service Provider Legal Firm for Structuring MAIF**

MAHAPREIT invite Online E-Tender for Appointment of Professional Service Provider Legal Firm for Structuring of Mahapreit Alternative Investment Fund (MAIF) including Registration with SEBI for Licensing and Providing Legal Consulting Service on a monthly retainer basis for a period of 24 month post License of MAIF.

Date of SALE of Tender Document from 03.11.2021 at 10:00 Hrs. onwards to 16.11.2021 at 15:00 Hrs. Last Date of Submission 17.11.2021 at 15:00 Hrs. Details can be viewed on <https://mahapreit.in> and the RFP offer Document can be downloaded through E-Tendering portal <https://organizations.maharashtra.nextprocure.in>

**Executive Director**



## **महात्मा फुले नविनीकरणीय ऊर्जा व पायाभूत प्रौद्योगिकी मर्यादित**

(म.फु.मा.वि.म. ची उपकंपनी, महाराष्ट्र शासन चा उपक्रम)

### **एमएआयएफची रचना करण्याकरिता व्यवसायिक सेवा पुरवठादार विधी संस्थांकरिता ऑनलाईन ई-निविदा आमंत्रण**

महाप्रित हे व्यवसायिक सेवा पुरवठादार विधी संस्थेच्या नियुक्तीकरिता, जे महाप्रित पर्यायी गुंतवणूक निधी (एमएआयएफ)ची रचना करतील ज्यात परवान्याकरिता सेबीकडे नोंदणी करणे व कायदेबाबत सल्ला सेवा एमएआयएफचा परवाना मिळाल्यावर २४ महिन्यांकरिता प्रति महिना मेहनतान्यावर काम करतील, अश्यांकडून ऑनलाईन ई-निविदा मागवित आहेत.

निविदा विक्री दि. ०३.११.२०२१ रोजी सकाळी १०.०० वाजल्यापासून ते दि. १६.११.२०२१ रोजी दुपारी १५.०० वाजेपर्यंत असेल. सादरीकरणाचा अंतिम दिनांक १७.११.२०२१ रोजी सायं. १५.०० वाजेपर्यंत आहे. तपशील <https://mahapreit.in/> येथे पाहता येतील व आरएफपी कागदपत्रे ई-निविदा पोर्टल <https://organizations.maharashtra.nextprocure.in> येथून डाऊनलोड करता येतील.

**कार्यकारी संचालक**

**8X7**

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD  
(MAHAPREIT)**

**(A Subsidiary of Mahatma Phule Backward Class Development Corporation Ltd.)**

**(A Govt. of Maharashtra Undertaking)**

**INVITATION TO OFFER e-REQUEST FOR PROPOSAL  
(e-RFP)**

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD  
(MAHAPREIT)**

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**SECTION – 1**

**DETAILED INVITATION TO OFFER NOTICE**

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD  
(MAHAPREIT)**

**B – 501 PINNACLE CORPORATE PARK, NEXT TO TRADE CENTER, BKC (EAST) MUMBAI 400051**

**e-RFP Notice No. for Mahapreit/21-22/ET/F1**

Main Portal: <https://organizations.maharashtra.nextprocure.in>

Online electronic bids for below mentioned work are invited by the Managing Director on behalf of MAHAPREIT Ltd, Mumbai from Experienced Professional Service Provider Legal Firm for providing professional services in respect of Structuring of Mahapreit Alternative Investment Fund (MAIF) including Registration with SEBI for Licensing and providing Legal Consulting Service on a monthly retainership basis for a period of 24 months post License of MAIF on Contractual Basis. Main Offer Document is available for online bid preparation and submission on above website from date : **03.11.21 to 16.11.21**. The time schedule for various bidding phases is given in the detailed e-RFP notice, which is also available on website as part of the bid document.

Sr. No.	Name of work	Estimated Cost Lump Sum	EMD Amount Rs.	Period of Work	Offer Document Cost Rs.	Remarks
02. 1	Appointment of Experienced Professional Service Provider Legal Firm for providing Professional Consulting Services related to Structuring of Mahapreit Alternative Investment Fund (MAIF) including Registration with SEBI for Licensing and providing Legal	Lumpsum for Professional & Legal Services	30,000	12 Months	10,000 + GST 1800	Legal Firms must have extensive experience of advising on Structuring, Registration & Licensing of Alternative Investment Fund with SEBI as per eligibility

	Consulting Service on a monthly retainership basis for a period of 24 months post License of MAIF on Contractual Basis.					criteria.
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Tender forms are available on Website

<https://organizations.maharashtra.nextprocure.in> from **date: 03.11.21 to 16.11.21**

Online tenders shall be accepted on website

<https://organizations.maharashtra.nextprocure.in> **date: 03.11.21 to 17.11.21**

All BIDDERS are hereby cautioned that the e-RFP containing any deviation from the contractual terms and conditions, and other requirements and CONDITIONAL e-RFP shall be rejected.

1. Validity Period: The offer of the Bidder shall remain valid for 120 days from the date of opening of financial Bid.
2. The post qualification process is applicable for this e-RFP and Rates once quoted shall be Non Negotiable.  
The Professional Service Provider Legal Firms participating for the first time in e-RFP will have to procure Digital Signature Certificate as well as should compulsory get themselves enrolled on e-tendering <https://organizations.maharashtra.nextprocure.in>
20. If any assistance is required regarding e-RFP (upload and download) please contact Person/No.Mr.Sampson Jadhav ( CFO Incharge )  
26200351/62028527 [cfo@mahapreit.in](mailto:cfo@mahapreit.in) MAHAPREIT Ltd. & [helpdesk@nextenders.com](mailto:helpdesk@nextenders.com)
3. All requisite information required for the submission of Offer documents is available on the above said website.
4. **In view of the conflict of Interest, the Professional Service Provider Legal Firm having relation in what so ever manner with any Key Resource Person / Key Resource Institution or the Member of MAHAPREIT Task Force shall be barred from applying to the said e-RFP.**
5. All rights are reserved by the Competent Authority to reject any or all Offers in full or in part without assigning any reason or accept the offer beyond the validity period.

## TIME SCHEDULE OF e-RFP NOTICE

### TIME SCHEDULE OF e-TENDER NOTICE

Sr. No.	Details	Start Date	End Date
1	Sale of Tender document & Document Download	03.11.2021 at 10.00 hrs.	16.11.2021 at 15.00 hrs.
2	Date and time of Online Pre Bid Meeting	----	
3	Last Date and time of Bid Submission		17.11.2021 up to 15.00 Hours
4	Opening of Bid		
4 (a)	Date and time of opening of Part-I (Technical Bid)	18.11.2021 at 15.00 Hours	
4 (b)	Date and time of opening of Part-II (Price Bid)	18.11.2021 at 17.00 Hours	
<b>TIME SCHEDULE OF OPENING OF THE e-TENDER</b>			
1.	e-Tender No.	Mahapreit/21-22/ET/F1	
2.	MODE OF TENDER	<p>Open and e-Tender System Online submission of <b>Part I (Technical Bid)</b> and <b>Part II (Price Bid)</b> through <a href="https://organizations.maharashtra.nextprocure.in">https://organizations.maharashtra.nextprocure.in</a></p> <p>The intending Bidders are required to submit their offer electronically through this e-tendering portal. <b>No physical tender is acceptable by MPBCDC LTD</b></p>	
3.	Date of publication of e-tender through publication in MPBCDC LTD websites and <a href="https://organizations.maharashtra.nextprocure.in">https://organizations.maharashtra.nextprocure.in</a>	03.11.2021 at 10.00 hrs.	
4.	Date of availability to the Vendors for downloading	03.11.2021 at 10.00 hrs.	
6.	Date & Time of Online Pre Bid meeting	N.A	
7.	Last Date of Sale of tender at <a href="https://organizations.maharashtra.nextprocure.in">https://organizations.maharashtra.nextprocure.in</a>	16.11.2021 at 15.00 hrs.	

8	Date & Time of Submission of tender at <a href="https://organizations.maharashtra.nextprocure.in">https://organizations.maharashtra.nextprocure.in</a>	17.11.2021 at 15.00 Hrs
8.	Date and time of opening of Part-I (Technical Bid)	18.11.2021 at 16.00 Hours
9.	Date and time of opening of Part-II (Price Bid )	18.11.2021 at 17.00 Hours

These instructions to applicants are being issued for appointment of Professional Service Provider Legal Firm **for providing professional services in respect of Structuring of Mahapreit Alternative Investment Fund (MAIF) including Registration with SEBI for Licensing** for the proposed MAIF. The detailed scope of the work is being provided in the Scope of Work / Terms of Reference (TOR).

**EXECUTIVE DIRECTOR  
MAHAPREIT LTD**



**SECTION – II**  
**DEFINITIONS AND E-RFP DATA**

## **DEFINITIONS AND E-RFP DATA**

### **A. DEFINITIONS:**

#### **2.0 MAHAPREIT :**

MAHAPREIT shall mean the “MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD”, MUMBAI acting through its Managing Director.

Additional Information about **MAHAPREIT** :

The Head quarter of the **MAHAPREIT** is Mumbai.

The functions and powers of the MAHAPREIT have been provided in the Memorandum of Association & Articles of Association In general, it has been entrusted with the work of accelerating the economic upliftment of the economically weaker families belonging to the Scheduled Castes.

#### **2.1 REGISTERED ADDRESS FOR COMMUNICATION**

**B – 501 PINNACLE CORPORATE PARK, NEXT TO TRADE CENTER, BKC (EAST) MUMBAI 400051**

#### **2.2 WEBSITE:**

Web Site means official web sites for e-tendering having following web addresses:

#### **2.3 APPLICANT:**

Legal Firms setup as a partnership or limited liability partnership and having experience of advising on Structuring, Registration & Licensing of Alternative Investment Fund with SEBI as per eligibility criteria applying to become eligible to tender.

#### **2.4 EXECUTIVE DIRECTOR**

Executive Director shall mean Executive Director of MAHAPREIT Ltd.

#### **2.5 COMPETENT AUTHORITY:**

Competent Authority shall means the Managing Director of **MAHAPREIT Ltd.**

#### **2.6 CONTRACTOR:**

Contractor shall mean the registered law firm who enters into contract, with the

MAHAPREIT and shall include their executors, administrators, successors and submitted assignees.

## 2.7 CONTRACT:

Contract shall mean and include following documents.

- Volume I - RFP Documents.
- RFP Document and information / data submitted by contractor.

## 2.8 WORK AND UNIT:

Work shall mean the work to be executed in accordance with Scope of Work of Contract.

Unit: Unit wherever considered shall mean a District/Regional/Head Office of MAHAPREIT

## B. RFP DATA AT A GLANCE:

### 1.0 SUMMARY DETAILS

Sr. No.	Particulars	Details
1.1	Name of work	Appointment of Experienced Professional Service Provider Legal Firm for providing Professional Consulting Services related to Structuring of Maha Alternative Investment Fund (MAIF) including Registration with SEBI and providing Legal assistance/advice on compliance with AIF Regulations post the SEBI license for a period of 2 (two) years for on a monthly retainership basis on Contractual Basis.
1.2	Estimated Cost.	<b>Lumpsum for 24 Months</b>
1.3	Offer Document Cost Rs.	<b>Rs.10,000/- + GST Rs. 1800/- (Offer Document Cost and E.M.D. amount shall be paid through E- payment gateway).</b>
1.4	Earnest money (EMD)	<b>Rs. 30,000/-</b>
1.5	Mode of payment (EMD)	RFP and E.M.D. amount shall be paid through <b>E- payment gateway.</b>
1.6	Retention Security Deposit	@ 10% per Value Payable.
1.7	Mode of Submission of RFP	RFP should be Submitted on-line on <a href="https://organizations.maharashtra.nextprocure.in">https://organizations.maharashtra.nextprocure.in</a>
1.8	Class of Contractor	Legal Firms having experience of advising on Structuring, Registration & Licensing of Alternative Investment Fund with

		SEBI as per eligibility criteria.
1.9	Period of Work	24 Months
1.10	Contact Details of MAHAPREIT Official Address Email: Phone:	Mr.Sampson Jadhav ( CFO Incharge ) 022-26200351/6202852 <a href="mailto:cfo@mahapreit.in">cfo@mahapreit.in</a>  501 , 502 , Pinnacle Corporate Park , B Wing , 5 <sup>th</sup> floor . Next to Trade Centre BKC Mumbai
1.11	Any addendum / corrigendum /cancellation	Any addendum/corrigendum/cancellation of above RFP will be published on the web-site <a href="https://organizations.maharashtra.nextprocure.in">https://organizations.maharashtra.nextprocure.in</a> and on the notice board of Office of the MAHAPREIT . The system shall generate a mail to those Bidders who have already participated in this RFP and those Bidders if they wish can modify their RFP .
1.12	Bid Documents	Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web-site <a href="https://organizations.maharashtra.nextprocure.in">https://organizations.maharashtra.nextprocure.in</a> and the set of terms and conditions of contract and other necessary documents can be seen on the web-site till last date of sale and receipt of RFP papers. Interested Bidder may obtain further information at the web-site Portal <a href="https://organizations.maharashtra.nextprocure.in">https://organizations.maharashtra.nextprocure.in</a>
1.13	Bid Documents acceptance period	The bid for the work shall remain open for acceptance for a period of 120 days from the last date of receipt of bids. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the EMD at the time of submission of RFP shall stand forfeited.
1.14	Bid Acceptance Criteria	Lowest Bidder who is Technically Qualified. Non Negotiable
1.15	Other details	Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid

		can be seen in the bidding documents which is available in web-site <a href="https://organizations.maharashtra.nextprocure.in">https://organizations.maharashtra.nextprocure.in</a>												
1.16	Documentst to be uploaded	<p>The PDF copies of original Documents should be uploaded on above mentioned web-site as per Para 3.7.1 of this RFP Booklet and should be produced in the verification on demand after opening of the Technical Bid.</p> <p>The Bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal <a href="https://organizations.maharashtra.nextprocure.in">https://organizations.maharashtra.nextprocure.in</a> away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and transaction in the next working day.</p>												
1.17	RFP Acceptance Authority	Chairman and Managing Director, MAHAPREIT												
1.18	Account Details.	<table><tr><td colspan="2"><b>Bank details are below.</b></td></tr><tr><td><b>Party Name</b></td><td><b>Mahatma Phule Backward Class Development Crop. Ltd</b></td></tr><tr><td><b>Bank Name</b></td><td><b>ICICI Bank</b></td></tr><tr><td><b>Bank Branch</b></td><td><b>S.V. Road, Andheri West Branch, Mumbai 400 049.</b></td></tr><tr><td><b>Bank A/c No.</b></td><td><b>001105026934</b></td></tr><tr><td><b>I.F.S.C. Code</b></td><td><b>ICIC0000011</b></td></tr></table>	<b>Bank details are below.</b>		<b>Party Name</b>	<b>Mahatma Phule Backward Class Development Crop. Ltd</b>	<b>Bank Name</b>	<b>ICICI Bank</b>	<b>Bank Branch</b>	<b>S.V. Road, Andheri West Branch, Mumbai 400 049.</b>	<b>Bank A/c No.</b>	<b>001105026934</b>	<b>I.F.S.C. Code</b>	<b>ICIC0000011</b>
<b>Bank details are below.</b>														
<b>Party Name</b>	<b>Mahatma Phule Backward Class Development Crop. Ltd</b>													
<b>Bank Name</b>	<b>ICICI Bank</b>													
<b>Bank Branch</b>	<b>S.V. Road, Andheri West Branch, Mumbai 400 049.</b>													
<b>Bank A/c No.</b>	<b>001105026934</b>													
<b>I.F.S.C. Code</b>	<b>ICIC0000011</b>													

## **SECTION – III**

### **INSTRUCTIONS TO BIDDERS**

#### **GENERAL INSTRUCTIONS TO BIDDER FOR MAIN BIDDING TECHNICAL / FINANCIAL BIDDING PROCESS**

## INSTRUCTIONS FOR BIDDERS IN RESPECT OF BIDDING PROCESS

### 3.1.0 INFORMATION AND INSTRUCTIONS TO APPLICANTS BIDDERS :

- 3.1.1. The Online e-RFPs are invited by the MAHAPREIT from eligible Legal Firms other than Proprietary Concerns and unregistered Partnership Firms. Legal Firms, must have extensive experience of advising on Structuring, Registration & Licensing of Alternative Investment Fund with SEBI. As a measure of experience and expertise of the Law Firm in the AIF space, the Legal Firm should have assisted in at least 10% of the AIFs currently registered with SEBI as per eligibility criteria for the Professional Services Work as per the Scope of Work mentioned in the **SECTION - IV**.
- 3.1.2. The Applicant should download Main e-RFP Document from the website. <https://organizations.maharashtra.nextprocure.in>
- 3.1.3. The Online forms of master filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any particular query is not relevant, it should be stated as "Not Applicable" Only 'dash' reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non-responsive.
- 3.1.4. The Main e-RFP Document shall be typed on applicant's letterhead and uploaded the scanned copy.
- 3.1.5. Any overwriting or correction shall be attested. All pages of the Main e-RFP Document shall be numbered and should be submitted as package with a signed letter of transmittal.
- 3.1.6. All the information must be filled in English language only.
- 3.1.7. Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be digitally signed by the applicant.
- 3.1.8. The applicant is encouraged to attach any additional information, (PDF copies of similar job orders which were already carried out, in regards to his capabilities). No further information will be entertained after submission of Main RFP Document unless it is requested by **MAHAPREIT** .
- 3.1.9. The Main e-RFP Document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as confidential and will not be returned.

The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the **MAHAPREIT** under any circumstances.

**3.1.10 Instructions to the Bidders:**

**3.1.11** Detailed information regarding scope of work and volume thereof can be obtained by Bidder from the Office of MAHAPREIT on any working day and during the currency of RFP, in addition to the details available through these e-RFP documents.

**3.1.12 Payment Terms & Retention Deposit:**

- a) Payment will be made on pro-rata basis upon satisfactory completion of assigned work as per scope of work as follows:
  - i) Payment for the satisfactory completion of the work shall be made subject to TDS in 2 stages as follows:
  - ii) 25% of the Contract Value after successfully submission of the Application with SEBI for Registration duly Accepted by the SEBI.
  - iii) 75% of the payment after production of Registration License regarding Registration of MAIF with the SEBI.
  - iv) 10% amount will be withheld as Retention Security Deposit and same shall be refunded upon successful completion of contract.

**3.2.0 METHOD OF APPLYING.**

**3.2.1** If the application is made by a firm in partnership, it shall be digitally signed by all Partners of the firm giving their full Typewritten names and current addresses or by a partner holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, current address of all the partners of the firm shall also accompany the application.

**3.2.2** If the application is made by a LLP, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such LLP may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.

**3.2.3** The application shall be signed so as to be legally binding on all partners.

**3.3.0 REVISION OR AMENDMENT OF RFP DOCUMENTS:**

All Rights are reserved to revise or amend the RFP document released on website, prior to time specified in time schedule for main e-RFP preparation. Any further revisions or amendments or time extensions shall be communicated to all



concerned by e-mail and as may be displayed on website.

**3.4.0 EARNEST MONEY:**

All Bidders shall pay entire E.M.D. and payment shall be made through E-payment gateway.

**3.5.0 REFUND/CONVERSION OF EARNEST MONEY**

After acceptance of the offer of successful Bidders, the E.M.D. of other Bidders will normally be refunded within 15 days. In the case of successful Bidder, the earnest money will be converted to Security Deposit after signing of contract documents. Earnest money amount shall not carry any interest whatsoever.

**3.6.0 MANNER OF SUBMISSION OF RFP AND ITS ACCOMPANIMENTS:**

Main RFP Documents are to be prepared and submitted online. Also, they have to be downloaded from the web site, fill it completely and upload on the web site by scanning and digitally signing wherever necessary.

The detailed step by step procedure for uploading the Main RFP Documents, required RFP papers, Payment of RFP fee, and E.M.D. through E-payment Gateway is available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in>. Bidders have to follow the instructions given on the above web site for filling up Main RFP Forms Online.

**3.7.0 CONFLICT OF INTEREST**

- a) The selected Firm should provide transparent, professional, objective and impartial service and hold MAHAPREIT's interest paramount with utmost integrity.
- b) The selected Firm shall not deploy former contractual employees who have served MAHAPREIT.
- c) The selected Firm shall not downstream or outsource any part of the scope of work from any agency or the advisors appointed by the MAHAPREIT or sublet the work assigned.
- d) Non-disclosure of such an association will lead to termination of Agency.
- e) **In view of the conflict of Interest, the Professional Service Provider Legal Firm having relation in what so ever manner with any Key Resource Person / Key Resource Institution or the Member of MAHAPREIT Task Force shall be barred from applying to the said e-RFP.**

**3.7.1 THE BIDDER SHALL SUBMIT DOCUMENTS LISTED BELOW (ALONG WITH TECHNICAL BID)**

1. Scanned copy of Certificate issued by Bar Council of India and or certified copy

thereof as an Registered Practitioner Legal Firm/ LLP wherever applicable as per eligibility even though submitted earlier while issuing Main RFP booklets. Certificate should be valid on the date of submission.

2. Scanned copy of Income Tax Return for the last 5 financial years.
3. Scanned copy of Deed of Partnership duly registered or Article of Association and Memorandum of Association for LLP / Pvt or Ltd Company.
4. Scanned copy of Power of Attorney authorizing Partner to act on behalf of the firm.
5. All documents required to be submitted shall be sealed and self- attested and if required, original copies shall be made available for verification in due course.
6. Undertaking duly signed on letterhead of the firm and scanned copy in **ANNEXURE- IV.**
7. Scanned self-attested copies of all the work orders if any issued for similar work by the Government of Maharashtra Public Sector Undertakings or Organisations/ Companies of Government of Maharashtra.
8. Scanned Copy of duly signed RFP offer indicated both in figures and words, to be submitted separately as a Price Bid.
9. Signed and scanned copy of all pages of RFP bid documents.
10. The Main RFP forms are available on the e-Tendering website of Govt. of <https://organizations.maharashtra.nextprocure.in> The aspiring Bidders will have to download Main RFP Booklet from the website mentioned above. While submitting the dully filled Main RFP Documents the Bidders are required to Deposit e-RFP Fee Rs.10,000/- (Rs. Ten Thousand only) through "E- Payment Gateway" and E.M.D. Rs.30,000/- (Rs. Thirty Thousand only) payable through "E- Payment Gateway" available on above mentioned website.
11. **Scanned copies of ANNEXURE II and ANNEXURE III AS PER SECTION VI (Duly Signed and Affixed with Firm Seal).**
12. **Supporting documents issued by Competent Authority must be uploaded for all informations given in prescribed proforma.**

#### **3.8.0 CLARIFICATIONS:**

The clarification (s), if any, may please be sought separately from either Chief Financial Officer (CFO) or Dy. General Manager Project I, **MAHAPREIT , MUMBAI.**

#### **3.9.0 INSTRUCTIONS TO BE CONSIDERD WHILE QUOTING e-RFP OFFER**

- 3.9.1** The Bidder should quote the offer in the form of value in Indian Rupees at appropriate place in Commercial Form both in figures and words. The contractor shall quote for the work as per details given in the main RFP viz conditions, special conditions of contract, specifications, common set of conditions issued/ additional stipulations made by the MAHAPREIT which will

be available at the e-tendering portal from time to time.

**3.9.2 GOODS AND SERVICE TAX:**

The RFP rates are inclusive of all taxes, except Goods and Service Tax payable on value of the contract as applicable from time to time, however the Fee and Taxes shall be shown separately.

**3.9.3 CONDITIONAL OFFER:**

Conditional offers will be summarily rejected. The RFP s which do not fulfill any of the conditions of the notified requirements laid down in this detailed RFP notice, the general rules and directions for the guidance of the Bidders as mentioned in the RFP form or are incomplete in any respect are likely to be rejected without assigning reasons there for.

**3.9.4 VALIDITY FOR 120 DAYS:**

The offer shall remain valid for a period of 120 (One Hundred Twenty) days from the date of the opening of RFP unless extended and there after until it is withdrawn by notice in writing by the Bidder. Such notice shall be sent by Registered Post Acknowledgment Due (RPAD) Dy. General Manager (Project - I). If the acceptance offer is not communicated within 120 days and if the offer is withdrawn by the contractor earnest money shall be refunded in full.

**3.10.0 OPENING OF COMMERCIAL OFFER AND EVALUATION**

On the date specified in the time schedule tender opening authority will open the RFP . Following procedure will be adopted for opening of the RFP .

**3.10.1.** The Competent Authority will open all the Bids received (except those received late), including modifications made pursuant to Para 3.3 & 3.12 in the presence of the Bidders or their representatives who choose to **attend opening at 15:00 hours on 18.11.2021 for Technical Bid & on 18.11.2021 for Commercial Bid at 17.00 hrs and the specified place at MAHAPREIT , MUMBAI**. In the event of the specified date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and transaction on the next working day.

**3.10.2.** The Bidders' names, the Bid Amount, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), Bid modifications and withdrawals, and such other details as the Competent Authority may consider appropriate, will be announced by the Competent Authority at the opening.

**3.10.3.** The Competent Authority shall prepare minutes of the Bid opening, including the information disclosed to those present.

**3.11.0 Process to Be Confidential**

**3.11.1.** Information relating to the examination, clarification, evaluation, and comparison of submitted Bids and recommendations for the award of a

contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

### **3.12 Clarification of Bids**

**3.12.1** To assist in the examination, evaluation, and comparison of Bids, the Competent Authority may, at his discretion, ask any Bidder for clarification of submitted Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

**3.12.2** No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

**3.12.3** Any effort by the Bidder to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

### **3.13.0 Eligibility of Bidder, Eligibility of Bids, Examination of Bids and Determination of Responsiveness**

#### **3.13.1 Eligibility of Bidder**

Eligible Legal Firms other than Proprietary Concerns and unregistered Partnership Firms Legal Firms, must have extensive experience of advising on Structuring, Registration & Licensing of Alternative Investment Fund with SEBI. As a measure of experience and expertise of the Law Firm in the AIF space, the Legal Firm should have assisted in at least 10% of the AIFs currently registered with SEBI.

**3.13.2** Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Schedule-I of this RFP Booklet; (b) has been properly digitally signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

**3.13.3** A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Competent Authority's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

**3.13.4** If a Bid is not substantially responsive, it will be rejected by the Competent Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**3.14. ACCEPTANCE OF OFFER:**

Before acceptance, the successful Bidder will be called for negotiation by appropriate officers of MAHAPREIT . The documents related to such negotiations along with modified offer of the successful Bidder if any shall also form the part of contract. After such negotiations the acceptance of offer may be intimated to the contractor by email. Such intimation shall be deemed to be an intimation of acceptance of offer Bidder whose offer is accepted will have to complete the contract signing and formalities within 15 days from the date of intimation. In the event of failure of the Bidder to sign the agreement within the stipulated time, the earnest money, paid by Bidder shall be liable to be forfeited. The acceptance of the offer shall also be liable to be considered as withdrawn. In that event the work will be awarded to next or any other contractor to whom the MAHAPREIT considers suitable. RFP Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

**3.15.0 SIGN IN GO FOR RFP DOCUMENTS:**

Successful Bidder will have to sign the contract with MAHAPREIT . The documents /information submitted by the contractor during Offer Evaluation related to negotiations shall also form a part of contract.

**3.15.1 FORFEITURE OF E.M.D. AND CANCELLATION OF LETTER OF ACCEPTANCE**

Letter of acceptance given to successful Bidder shall stand cancelled and E.M.D will be forfeited in following events and under such circumstances RFP Acceptance Authority shall consider next lowest Bidder if he is found suitable and eligible.

- 1) Successful Bidder fails to give various undertakings and declarations given in tender document.
- 2) Successful Bidder fails to sign contract in PRESCRIBED PROFORMA.

**3.16 GENERAL INSTRUCTIONS**

1. Completed documents can be submitted on the on the following Web address: <https://organizations.maharashtra.nextprocure.in>
2. Incomplete Schedules /Forms and without necessary details and enclosures are liable to be rejected.
3. The language for submission of document shall be English.
4. The enclosed Annexure shall be filled in completely and wherever not

applicable it should be written as Not Applicable.

5. The person signing the document submission on behalf of the Applicant shall enclose Power of Attorney duly authorized and notarized for the same.
6. Financial data should be given in Indian Rupees only.
7. IncasethApplicantintendstogiveadditionalinformationforwhichspecifiedspace in the given format is not sufficient; it can be furnished in an enclosed sheet.
8. All the pages of this document and Annexure should be signed and corrections should be counter signed by the authorized signatory. No over writing is permitted.
9. MAHAPREIT reserves the right to cross check and confirm the information details furnished by the applicants in the document by making suitable communication with the concern authorities.
10. MAHAPREIT reserves the right to annul the Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
11. Thedocumentincompleteinanyrespectwithoutsupportingdocumentswillbetreated as non-responsive and is liable for rejection.

### **3.17.0 PENALTY CLAUSE:**

If the contractual services are not completed and compliance report along with Registration License with SEBI is not submitted on or before 4 months from the date of work order then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill.

Further an amount maximum up to 10% of the contract value shall be considered as maximum penalty for breach of Contract Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.

### **3.18.1 FINAL DECISION-MAKING AUTHORITY**

The Competent Authority of **MAHAPREIT** reserves the right to accept or reject any or all the offers in part or full for this RFP without assigning any reasons thereof and his decision will be final.

### **3.19.0 AMENDMENT OF TENDER DOCUMENTS:**

- a) At any time prior to the deadline for submission of tenders, MAHAPREIT for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.
- b) The amendment shall be part of the Tender Documents and will be notified by publication in the MAHAPREIT and will be binding on the prospective Bidders.
- c) All the intending Bidders are advised to keep close watch on the website of MAHAPREIT in their own interest.

### **3.20.0 GENERAL TERM AND TERMINATION**

This Agreement shall become effective upon signing and shall terminate upon breach of the agreement.

In case any information mentioned in the body of the agreement and in the attached ANNEXURE is misleading and/or incorrect, this agreement will be terminated immediately. Party sharing the misleading/misinformation will be accountable to pay any and all damages occurred to the other Party as the result of mislead and/or misinformation. Any breach of terms and conditions on the part of Contractor shall liable for termination of this contract by MAHAPREIT by serving notice of 30 days and in such case the contract shall stand terminated on the expiry of the said notice period.

### **3.21.0 FORCE MAJEURE**

No Party to this Agreement is responsible to any other Party hereto for non-performance or delay in performance of the terms and conditions hereof due to acts of God, acts of governments, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine periods, court orders or similar causes beyond the control of the affected Party.

**Note:** In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened on the next working day without any further notice.

## **SECTION – IV**

### **SCOPE OF WORK RELATED TO SPECIFIC INFORMATION**



## **SCOPE OF WORK- RELATED SPECIFIC INFORMATION**

For Improvement in the operational efficiency of the MAHAPREIT, Mumbai & ensure timely funding for its various infrastructure projects, it is imperative to set up Maha Alternative Investment Fund (MAIF) as per agreed scope of work, for the said purpose all relevant record shall be made available.

The Scope of Work in respect of Appointment of Experienced Professional Service Provider Legal Firm for providing Professional Consulting Services related to Structuring of Maha Alternative Investment Fund (MAIF) including Registration with SEBI for Licensing and providing Legal Consulting Service on a monthly retainer basis for a period of 24 months post License of MAIF on Contractual Basis shall be as more specifically mentioned below:

### **Scope of Services / Duties to be performed by the Legal Firm**

- a) Evaluating possible structures along with the tax advisor (if any) and suggesting an appropriate structure & documents from legal-regulatory perspective;
- b) Attending meetings, conference calls, discussion on Step-Plan and Timelines for setting up of the MAIF;
- c) Drafting and assisting in finalising various Fund Documents (as listed down below). Coordinating with the Tax Advisor, Trustee, MAHAPREIT and Merchant Banker on the same;
- d) Providing a note listing out on-going reporting compliances applicable to an AIF;
- e) Coordinating with the Merchant Banker for filing (in physical and online on SEBI portal) of the AIF Application with SEBI, assisting the Merchant Banker for clarifying any queries received from SEBI and assisting in obtaining the AIF registration.
- f) Assistance in identification and appointment of Third Party Trustee with obtaining of necessary approval if any required from the concerned authority.
- g) Assistance in identification and appointment of Registrar and Transfer Agent with obtaining of necessary approval if any required from the concerned authority.

- h) Assistance in identification and appointment of Chief Investment Manger with obtaining of necessary approval if any required from the concerned authority.
- i) Assistance in identification and appointment of Tax Advisor for MAIF post licensing under the present contract.
- j) Assistance in identification and appointment of any other Office Bearer of the MAIF with obtaining of necessary approval if any required from the concerned authority.
- k) **Additional Services:**

The selected Law Firm shall be expected to provide legal assistance/advice on compliance with AIF Regulations post the SEBI license for a period of 2 (two) years on a pre-agreed retainerhip basis to be separately agreed with the selected Law Firm.

**As stated in point (c) above, the Firm will draft the following documents and assist in finalising and registration of the relevant document with respective authorities:**

1. Trust Deed between Settlor and the Trustee;
2. Summary of Principal Terms (SPT) and the Private Placement Memorandum (PPM);
3. Investment Management Agreement to be entered between Trustee and the Investment Manager;
4. SEBI AIF Application along with the relevant declarations and undertakings [The Legal Firm shall review and offer inputs if the application is prepared by the Merchant Banker];
5. Standard Contribution Agreement to be entered between Trustee, Investment Manager and Contributor [Time spent towards any negotiations/discussions with potential contributor/s or any changes to be carried out in the Standard Contribution Agreement/PPM pursuant to any contributor specific inputs/requirements is not included in the scope];
6. Conflict of Interest Mitigation Policy; and
7. Others - Any other documents which may be required from a SEBI AIF registration perspective or any other authority in the said regard.

**Duties to be performed.**

- The Professional Service Provider is expected to act and perform the role as a project management consultant for obtaining the AIF registration from SEBI.
- The Professional Service Provider will be expected to coordinate with MAHAPREIT personnel, Trustee, Tax advisor, Merchant Banker for finalization of the MAIF's fund documents and preparation of the draft application to SEBI.

- As per AIF Regulations, it is understood that submission of application for registration of the proposed MAIF with SEBI shall be the responsibility of the Merchant Banker and the Professional Service Provider shall coordinate with the Merchant Banker in that regard including providing assistance to the Merchant Banker for clarifying any queries from SEBI.

**SECTION – V**  
**BID EVALUATION CRITERIA**

## BID EVALUATION CRITERIA

### 1.0 Eligibility and Technical Evaluation Qualification of Bidder

Scrutiny of the Proposals for eligibility will be done to determine whether:

Eligible Legal Firms other than Proprietary Concerns and unregistered Partnership Firms Legal Firms, must have extensive experience of advising on Structuring, Registration & Licensing of Alternative Investment Fund with SEBI having experience and expertise of the Law Firm in the AIF space, the Legal Firm should have assisted in at least 10% of the AIFs currently registered with SEBI.

The Professional Service Provider Firm shall be in existence for a minimum period of 10 (Ten Years) and the average Annual Turnover of the legal firm for the last 3(three) financial years shall be at least Rupees 25 Lakh.

Those eligible Professional Service Provider Firms fulfilling criteria as mentioned above and which will secure 50% marks in Technical Evaluation as per **ANNEXURE – I & II** would be Technically Qualified Bidders and Price Bid will be opened in respect of those only.

- a) The Head Office of the MAHAPREIT is in Mumbai, it is therefore essential that the presence of the bidder firm shall be in Mumbai only.
- b) Bidder Firms need to quote for the Lump Sum Fee for the Professional Services related to Structuring of Mahapreit Alternative Investment Fund (MAIF) including Registration with SEBI for Licensing on Contractual Basis.
- c) The Bidder Firm should have at least 5 partners and at least 2 must be enrolled as advocate with the Bar Council of Maharashtra & Goa.
- d) The MAHAPREIT reserves its right to accept or reject any application/s or accept any offer in full or part without assigning any reasons thereof. The decision of the MAHAPREIT for selection of the Firms will be final and binding upon the parties participating .

### 1.1 EVALUATION OF TECHNICAL PROPOSAL

The Technical evaluation shall be based on the parameters as mentioned in the Table below.

***NOTE: The Technical Proposal must not include any financial information***

**regarding the Price which has to be submitted separately, failing which the Proposal will be rejected.**

<b>Sr. No.</b>	<b>PARTICULARS</b>	<b>DETAILS (Supporting Documents where applicable are required to be uploaded)</b>
1	Headquarters of the firm should be situated in Mumbai	Address Proof
2	Compulsory Conditions: Year of establishment of the Firm Existence for a minimum period of Ten Years	Copy of the Certificate
3	Partners (details) as on 30.09.2021	Detailed List
4	As on date, bidder should not be debarred or black listed by SEBI / SIDBI or any State or Central Government department or organization, board of any Company etc.	A self-certificate to that effect
5	Should have at least 5 partners and at least 2 must enrolled as advocate with the Bar Council of Maharashtra & Goa for a period of at least 10 years.	Copy of enrollment certificate of the partners
6	Number of semi-qualified employees attached with the Firm	Detailed List
7	Should be empaneled with Bar Council of India during last Ten Years	A self-certified copy of letter of Bar Council of India empaneling the firm
8	Details of experience in advising structuring and registration of AIFs.	A representative client list and nature of AIF category for which advice rendered.
9	Experience and expertise of the Law Firm in the AIF space, the Legal Firm should have assisted in at least 10% of the AIFs currently registered with SEBI.	Detailed List of Cliental with appropriate proof of %.
10	Average Gross Receipt of the last three completed financial years ended on FY 2020-21 should not be less than Rs.25 lakhs.	A self-certificate to this effect along with Chartered Accountant certified annual accounts for the last three FY be submitted.
11	Resume / Profile of the Bidder	Copy of details
12	Registration Certificate issued by Registrar of Firms	Self-Attested copy of Firm Registration Certificate issued by the Registrar of Firms.
13	Duly signed Integrity and Confidentiality Certificate	Self -Certificate

**1.1.1 The above technical proposal should also include:**

1. Proposed Overall In charge for the assignment (Partner):

2. Proposed Completion Time (from the date of receipt of engagement letter):
3. MAHAPREIT may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders/ Consortium of Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.
4. For verification of information submitted by the Bidders /Consortium of Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders shall also assist the Committee in getting relevant information from the Bidders / Consortium of Bidders references, if desired.
5. Those Professional Service Provider Firms, who will secure 50% marks and above as per **ANNEXURE I & II** would be technically qualified Bidders.
6. Bidder has to submit covering letter as per **ANNEXURE - V**.
7. Bidder has to sign Integrity & Confidentiality Certificate Pact as per prescribed proforma & in the meantime has to provide an Undertaking to be signed by the Bidder and uploaded in **ANNEXURE - III**.
8. Only technically qualified Proposals shall be considered for Financial bid Opening.
9. Evaluation of Financial Proposal

Financial proposals of only those firms who are technically qualified shall be opened on the date and time specified in the Datasheet. Lowest Price Bid shall be considered without any further negotiation subject to fulfillment of minimum Technical Evaluation Score of 50%.

MAHAPREIT will correct any computational errors in financial bid. When correcting computational errors, in case of discrepancy between a partial amount and the total amount (Inclusive of Taxes), or between word and figures, the former will prevail.

After opening of financial proposals, Lowest Eligible Bidder will be declared winner and be eligible for award of the work. The methods selections are described in the Data Sheet.

Bidders are requested to visit our website regularly for any amendment / addendum / corrigendum / extension until last date.

## **2.0 PRELIMINARY SCRUTINY**

The MAHAPREIT will scrutinize the offers received to determine whether they are complete and as per BID requirement, whether technical documentation as asked for and required, to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the BID requirements. The MAHAPREIT will inform the date, time and venue of presentation to the eligible firms.

The proposals received by the MAHAPREIT will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under the TECHNICAL PROPOSAL EVALUATION CRITERIA.

The Bids which are securing the technical score of 50 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find Lowest Price Bidder.

The MAHAPREIT however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

The MD has right to call for documents pertaining to the Eligible Criteria, if any not submitted along with the Bid and if the Bidder do not submit the same within the timeline then the said Bid will be Technically Rejected for non compliance of the Eligibility Criteria.

## **2.1 ELIGIBILITY OF COMPLIANCE CRITERIA**

Eligibility Criteria Compliance to this document. The Bidder would need to provide supporting documents as part of the eligibility proof. The Technical Proposal will also be evaluated for Technical Eligibility / Suitability. During evaluation of the Tenders, the MAHAPREIT , at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in



writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The MAHAPREIT reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the MAHAPREIT shall be final and binding on all the Firms and the MAHAPREIT will not entertain any correspondence in this regard.

## 2.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

### ANNEXURE - I

Sr. No.	Particulars of Indicator Criteria for Evaluation	Maximum Eligible Marks for Evaluation
1.	<b>Overall Profile of the Firm</b> 5 Marks for Bar Council of Maharashtra & Goa enrollment for at least 10 years and Maximum 10 Marks for Profile of firm, its Partners, scale, profitability of operations, IT capabilities etc. will be taken into account. 10 Marks for Presence in India – number of offices and permanent manpower.	25
2	<b>Number of AIF setups handled in the past</b> Higher marks to be awarded for significant experience of the Bidder in AIF setups and overall market share amongst approximately 800 AIFs registered as on date. 10 Marks upto 10% additional 15 marks above 20%.	25
3	<b>Understanding of the scope and proposed approach</b> 5 Marks Maximum for expertise and capabilities and 10 Marks Maximum for Understanding of the scope of the assignment demonstrated in the response to the BID, Technical approach and Methodology	15
4	<b>Team Profile</b> 2 Marks for each qualified and experienced key personnel assigned (based on the Curriculum Vitae of the Team leaders, Subject Matter Experts for different facets of MAHAPREIT , resource personnel etc) Key personnel should also be suitably qualified (LLB/LLM ).	10
5	<b>Number of Partners and Qualified Employees</b> 2 marks to be awarded for each partner of the firm and 2 mark for full time employee. (As per certificate of registration with Professional Institution ).	10
6	<b>Head Office in Mumbai</b> 10 Marks for Presence of Head Office in Mumbai & 5 Marks for Branch Offices	15

	Total Marks	100
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MAHAPREIT may call eligible Bidders for a presentation if required before the Selection Committee of the MAHAPREIT on their understanding of the key considerations for proposed Methodology and Approach to be adopted for the MAHAPREIT, and the proposed team. The technical capabilities and competence of the Firm should be clearly reflected in the write-up.

The date and time of the presentations, if required will be notified by the MAHAPREIT; no changes in the schedule will be entertained thereafter. Based on the details submitted by the Firms in the Technical Proposal and the write up/presentation made by them before the Selection Committee of the MAHAPREIT, the Technical Evaluation of the eligible Firms will be carried out as per Techno-Commercial Evaluation Criteria as given below:

**SECTION – VI**

**PROFORMA FOR TECHNICAL BID**

## **ANNEXURE – II**

### **Format for Submission of Technical Bids for short-listing of Professional Service Provider Legal Firms for providing the Professional Services to MAHAPREIT**

Sr. No.	Particulars	Details of Documents in Support
1	<b>OVERALL PROFILE OF THE FIRM</b> <b>OVERALL PROFILE OF THE FIRM</b> 10 Marks for Bar Council Empanelment or with appropriate authority & Maximum 10 Marks for Profile of firm, its Partners, scale, profitability of operations, IT capabilities etc. will be taken into account. Presence in India – number of offices and permanent manpower.	
	Name of the Firm	
	Firm's / Officials Registration Number with Bar Council of India	
	Date of formation (As per constitution certificate issued)	
	Full Postal Address of Offices /Branch Offices. (This may be given on a separate sheet of paper attached)	
	Name of contact person along with landline and mobile numbers	
2	<b>PAST EXPERIENCE PSU/GOVT OF MAHARASHTRA INSTITUTIONS /SETTING UP OF AIFs.</b> Experience of Registration of AIF The firm should submit the Work Order & should have completed registration of AIF. Details of AIFs registered with SEBI.	

<b>3</b>	<b>UNDERSTANDING OF THE SCOPE &amp; PROPOSED APPROACH</b> A detailed write up and presentation regarding understanding of the Scope and proposed approach.	
<b>4</b>	<b>TEAM PROFILE</b> 2 Marks for each experienced key personnel assigned (based on the Curriculum Vitae of the Team leaders, Subject Matter Experts for different facets of MAHAPREIT , resource personnel etc) Key personnel should also be suitably qualified. Team should have experience in the areas of registration of AIFs in India. Number of Qualified employees	
<b>5</b>	<b>NUMBER OF PARTNERS &amp; QUALIFIED EMPLOYEES</b> 2 marks to be awarded for each partner of the firm and 2 mark for full time employee. (As per certificate of registration). Number of partners of the firm Number of full time employee. (As per certificate of registration).  Names of Partners of the firm (Enclose copy of constitution certificate issued by the appropriate authority valid as of 30 <sup>th</sup> September 2021). Names of full time employees	
<b>6</b>	<b>HEAD OFFICE IN MUMBAI</b> 10 Marks for Presence of Head Office at Mumbai Head Office at Mumbai Details of Branch Offices if any at other places.	
<b>7</b>	Gross Fees of the firm for last three financial years (FY 2018-19, FY 2019-20 and 2020-21) with self- attested copy of financial statements and	

	income tax returns of the firm for these periods	
<b>8</b>	Whether there are any court/arbitration/any other legal case against the firm? (If yes, give a brief note of the case indicating its present status)	
<b>9</b>	Permanent Account Number (PAN) with a copy of PAN card	

Profile of the firm is \*attached/not attached

\* Strike off what is inapplicable

Seal of the Firm	Signature  Name  Designation
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### **ANNEXURE - III**

#### **UNDERTAKING**

We, \_\_\_\_\_(name of firm), do hereby verify and declare-

- i) that the particulars given above are complete and correct and that if any of the statements made or the information so furnished in the application form is later found not correct or false or there has been suppression of material information, the firm would not only stand disqualified from allotment but would be liable for disciplinary action under the applicable rules and the regulations framed thereunder;
- ii) that firm or partners has not been debarred or cautioned by any professional or government authority during the last five years, if yes give details;
- iii) that individual partners are not engaged in practice otherwise or in any other activity which would be deemed to be in practice.
- iv) that the constitution of the firm as on 30<sup>th</sup> September 2021 shown in the Expression of Interest is same as that in the constitution certificate issued by the professional body.
- v) that to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:  
Enabling the MAHAPREIT to obtain the desired Professional Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling us to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices.

Seal of the Firm	Signature
	Name
	Designation of the Authorized Signatory

**SECTION – VII**

**PROFORMA FOR COMMERCIAL / PRICE BID**



**ANNEXURE - IV**

**PROFORMA FOR COMMERCIAL / PRICE-BID**

**(On the Letterhead of Firm/Proprietorship/Individual)**

**PROFORMA FOR COMMERCIAL/PRICE BID** for Appointment of Experienced Professional Service Provider Legal Firm for providing Professional Consulting Services related to Structuring of Maha Alternative Investment Fund (MAIF) including Registration with SEBI for Licensing and providing Legal Consulting Service on a monthly retainer basis for a period of 24 months post License of MAIF on Contractual Basis.

<b>Sr. No.</b>	<b>Particulars</b>	<b>Lump Sum Fee (Rs)</b>	<b>Amount in words</b>
1	Structuring of MAIF & providing Documentation for Registration with SEBI. Obtaining License for MAIF from SEBI & all other Statutory Authorities.		
2	Providing Legal Consulting Service on a monthly retainer basis for a period of 24 months post License of MAIF		
	<b>TOTAL AMOUNT Rs.</b>		
3	GST as applicable on Professional Fees as per 1 & 2 above (in %)	<b>In Percentage</b>	

**I/We agree to all the Terms and conditions and accept Scope of Work & terms & conditions as mentioned in the Section IV and undertake to perform the duties to the satisfaction of the MAHAPREIT.**

Seal of the Firm	Signature  Name
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	Designation of the Authorized Signatory
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## **SECTION – VIII**

### **FORMAT OF COVERING LETTER**

**ANNEXURE - V**

**Format of Covering letter**

**(On Letterhead of Firm)**

Date:

The Managing Director,  
MAHAPREIT Ltd.  
B – 501 PINNACLE CORPORATE PARK,  
NEXT TO TRADE CENTER,  
BKC (EAST) MUMBAI 400051

**Sub:** E-RFP for Professional Services in respect of Appointment of Experienced Professional Service Provider Legal Firm for providing Professional Consulting Services related to Structuring of Maha Alternative Investment Fund (MAIF) including Registration with SEBI for Licensing & Post Registration Legal Advice on Contractual Basis.

Dear Sir,

We enclose herewith the Particulars and Details of the Firm, Technical bid and Price Bid in connection with the above assignment. We also state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. The prices quoted by us in the price bid are valid for 120 days from the date of opening of bid. We confirm that this proposal will remain binding up on us.
- c. Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.
- d. We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
- e. We understand that MAHAPREIT is bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- f. I confirm that I have authority of (name of the firm) to submit the proposal.

Thanking you,

Signature  
(Name of Authorized Signatory) and  
Name of Firm

