



**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 REQUEST FOR PROPOSAL

(RFP)

**Audit Services and Tax Compliances of MAHAPREIT Alternative Investment
Fund (MAIF)**

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SECTION – I

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**

Tender No:- MAHAPREIT/CFO-10 /23-24

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

Online bids for the work mentioned below are invited by the Managing Director on behalf of MAHAPREIT Ltd, Mumbai for the work of **Audit Services and Tax Compliances** of MAHAPREIT Alternative Investment Fund.

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	EMD Amount Rs.	Period of completion	Cost of RFP Document Rs.
1.	Audit Services and Tax Compliances of MAHAPREIT Alternative Investment Fund (MAIF)	10,000/- (Ten Thousand)	One Year extended for further one year	5000 + GST 18%

RFP forms are available on Website

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

Online Request for Proposal (RFP) shall be accepted on website

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

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 Negotiable.
3. The Agency / 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>.
4. If any assistance is required regarding e-RFP (upload and download) please contact 9167493975/9594077550 and E-mails cfo@mahapreit.in / cgm.it@mahapreit.in MAHAPREIT Ltd. & helpdesk@nextenders.com (Contact nos. 9356492848 / 7506797596/ 9356468309/9356447861).
5. All requisite information required for the submission of Offer documents is available on the above said website.
6. All rights are reserved by the Competent Authority of MAHAPREIT 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

Sr.No.	Details	Start Date	End Date
1	Sale of Tender document & Document Download	02.02.2024	16.02.2024
2	Last Date and time of BidSubmission	-----	16.02.2024 up to 03.00 hrs (PM)
3	Opening of Bid		
3 (a)	Date and time of opening of Technical Bid	16.02.2024 at 04.00 hrs (PM)	
3 (b)	Date and time of opening of Price Bid	Will be intimated latter	
TIME SCHEDULE OF OPENING OF THE e-TENDER			
1.	e-Tender No.	MAHAPREIT/CFO-10/23-24	

2.	MODE OF TENDER	Open and e-Tender System Online submission of Technical Bid and Price Bid through https://organizations.maharashtra.nextprocure.in The intending Bidders are required to submit their offer electronically through this e-tendering portal. No physical tender is acceptable by MAHAPREIT
3.	Date of publication RFP on websites and https://organizations.maharashtra.nextprocure.in	02.02.2024
4.	Date of availability to the RFP for downloading	02.02.2024 to 16.02.2024
5.	Last Date of Sale of tender at https://organizations.maharashtra.nextprocure.in	16.02.2024
6.	Date & Time of Submission of tender at https://organizations.maharashtra.nextprocure.in	16.02.2024 up to 03.00 hrs (PM)
7.	Date and time of opening of Technical Bid	16.02.2024 at 04.00 hrs PM
8.	Date and time of opening of Price Bid	Will be informed latter

These instructions to applicants are being issued for Work of **Audit Services and Tax Compliances of MAHAPREIT Alternative Investment Fund (MAIF)**. The detailed scope of the work is being provided in the scope of work terms of reference (TOR).

Executive Director (Admin)
MAHAPREIT

SECTION – II

DEFINITIONS

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

2.3 EXECUTIVE DIRECTOR

Executive Director shall mean Executive Director of MAHAPREIT Ltd.

2.4 COMPETENT AUTHORITY:

Competent Authority shall means the Managing Director of MAHAPREIT Ltd.

2.5 CONTRACTOR:

Contractor shall mean the firm or company who enters into contract with the MAHAPREIT LTD and shall include their executors, administrators, successors and submitted assignees.

2.6 WORK:

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

B. RFP AT A GLANCE:

1.0 SUMMARY DETAILS

Sr. No.	Particulars	Details
1.1	Name of work	Audit Services and Tax Compliances of MAHAPREIT Alternative Investment Fund (MAIF)
1.2	Estimated Cost.	----
1.3	Offer Document Cost Rs.	Rs.5000/-+ 18% GST (Offer Document Cost and E.M.D. amount shall be paid through E- payment gateway).
1.4	Earnest money (EMD)	Rs. 10,000/- (Ten Thousand Only.)
1.5	Mode of payment (EMD)	RFP and E.M.D. amount shall be paid through E- payment gateway.
1.6	Performance BG	NA
1.7	Mode of Submission of RFP	RFP should be Submitted on-line on https://organizations.maharashtra.nextprocure.in
1.8	Period of Work	Development Period(Implementation) – 6 Months All inclusive Operation & Maintenance period of 1 year after certified date of completion of development work.
1.9	Contact Details of MAHAPREIT Official Address: Email: Phone:	501 , 502 , Pinnacle Corporate Park , B Wing ,5 th floor . Next to Trade Centre BKC Mumbai cfo@mahapreit.in / cgm.it@mahapreit.in 9167493975 / 9594077550
1.10	Any addendum / corrigendum /cancellation	Any addendum/corrigendum/cancellation of above RFP will be published on the web-site https://organizations.maharashtra.nextprocure.in
1.11	Bid Documents	Bid Documents consisting of, information and eligibility criteria, plans, specification and schedule of quantities of the works are available on web-site https://organizations.maharashtra.nextprocure.in 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 https://organizations.maharashtra.nextprocure.in										
1.12	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.										
1.13	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 https://organizations.maharashtra.nextprocure.in										
1.14	Documents to be uploaded	The PDF copies of original Documents should be uploaded on above mentioned web-site as per Para of this RFP Booklet and should be produced in the verification demand after opening of the Technical Bid. The Bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal https://organizations.maharashtra.nextprocure.in 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.										
1.15	RFP Acceptance Authority	Chairman and Managing Director, MAHAPREIT										
1.16	Account Details.	<p style="text-align: center;">Bank details are below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Party Name</td> <td>Mahatma Phule Renewable Energy and Infrastructure Technology Limited.</td> </tr> <tr> <td>Bank Name</td> <td>ICICI Bank</td> </tr> <tr> <td>Bank Branch</td> <td>MIDC, Andheri (East) Mumbai 400 049.</td> </tr> <tr> <td>Bank A/c No.</td> <td>054405500470</td> </tr> <tr> <td>I.F.S.C. Code</td> <td>ICIC0000544</td> </tr> </table>	Party Name	Mahatma Phule Renewable Energy and Infrastructure Technology Limited.	Bank Name	ICICI Bank	Bank Branch	MIDC, Andheri (East) Mumbai 400 049.	Bank A/c No.	054405500470	I.F.S.C. Code	ICIC0000544
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Bank A/c No.	054405500470											
I.F.S.C. Code	ICIC0000544											

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 APPLICANT BIDDERS:

Online e-RFP are invited by the MAHAPREIT for Work of **Audit Services of MAHAPREIT Alternative Investment Fund (MAIF)**

- 3.1.1. The Applicant should download Main e-RFP Document from the website. <https://organizations.maharashtra.nextprocure.in>
- 3.1.2. 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 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 signed 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 signed by the applicant.
- 3.1.8. The applicant is encouraged to attach any additional information, (PDF copies of similar work orders which were already carried out, regarding 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:

Payment will be made on pro-rata basis upon satisfactory completion of assigned work as per milestone scope of work.

3.1.13 Method of Applying:-

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.

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.

The application shall be signed to be legally binding on all partners.

3.1.14 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.

3.1.15 EARNEST MONEY:

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

3.1.16 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.

3.1.17 MANNER OF SUBMISSION OF RFP AND ITS ACCOMPANIMENTS:

Main RFP Documents are to be prepared and submitted online. Also, they must be download from web site, fill it completely and upload on 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 must follow the instructions given on the above web site for filling up Main

RFP Forms Online.

Tenderer shall submit the tender and documents On-Line as per E-Tendering procedure as below.

TECHNICAL BID (Submitted as per E-Tendering procedure) : The tenderer shall submit the following documents.

1. The amount of Earnest Money is Rs. 10,000/- (Rupees Ten Thousand Only) and the amount of tender form fee is Rs. 5000/- plus 18% GST.
2. Scanned Copy of Company Incorporation.
3. Scanned copy of certificate of Net-worth given by Chartered Accountant. (Annexure-I)
4. Scanned copy of completion certificate of similar type of work. (Annexure-II)
5. Scanned copy of Undertaking (Annexure - III).
6. Affidavit (as per Annexure - IV) .
7. Covering Letter (Annexure-V)
8. Price bid in Schedule – B as per Annexure – VI (To be submitted separately)

3.1.18 CONFLICT OF INTEREST

The selected Firm should provide transparent, professional, objective, impartial service and hold MAHAPREIT's interest paramount with utmost integrity.

The selected Firm shall not deploy former contractual employees who have served MAHAPREIT.

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. Non-disclosure of such an association will lead to termination of Agency.

In view of the conflict of Interest, the Professional Bid Consultancy Services Firm having relation in whatsoever 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.

3.1.19 Eligibility Criteria:-

A) Technical Conditions:-

1. Bidders shall have prior experience of Auditing books of account of AIF / Audit of the PPM of AIF
2. The net worth should be positive during the last financial year.
3. The bidder should have a proven track record of experience in preparation and providing audit services of AIF in line with the stated scope.

Other terms

1. All the qualified bidders will be requested to make a presentation to MAHAPREIT on their domain expertise, skill, knowledge, and experiences in such facilitation. Based on the performance of qualified and price quotes, bidders will be considered for agreement. MAHAPREIT reserves the right to decide on the bidder for the Agreement for each of the services.

2. The Bidder's experience shall be considered only for the project, evidenced by enclosing a copy of the MoU/ Letter of Award/ Contract Agreement issued to the bidder towards providing services to public sector undertakings/ multilateral organizations/ bilateral organizations/ government bodies etc.
3. In this RFP stage, applicants must submit documents supporting the criterion mentioned above.
4. RFP documents can only be downloaded free of cost from <https://mahapreit.in/>
5. Any queries pertaining to the RFP can be addressed to:
Mr. D.C Patil / Mr. Abdul Hamid
Designation: CFO / CIO
Contact No: +91-9167493975 / +91- 9819459503
Email id: cfo@mahapreit.in / cio@mahapreit.in
6. MAHAPREIT reserves the right not to answer any or all queries that Applicants raise.
7. The RFP can be submitted by any non-profit company incorporated in India. A consortium of bidders is not allowed.

6. FINANCIAL BID

The bidder shall enclose the price of Audit services of AIF and may provide details of the cost against each activity to be conducted. The payment terms will be against each deliverable and activity.

3.1.20 EVALUATION METHODOLOGY:

- i) MAHAPREIT will examine the technical bid to determine whether the documents submitted are complete, whether required information has been provided as underlined in the tender response documents, whether the documents have been properly signed, and whether response to tender is generally in order. Only those Agencies which comply with the Eligibility Criteria will be taken up for further evaluation.

3.1.21 THE SPECIFIC CONDITIONS:

- i. The bidder should have a registered office in India.
- ii. Notwithstanding anything stated above, the MAHAPREIT reserves the right to verify and assess the Bidder's capability and capacity to perform the works and such decision of the MAHAPREIT cannot be questioned.
- iii. The Bidder does not anticipate change in the ownership during the validity of this bid (If such change is anticipated, the scope and effect thereof shall be defined).

- iv.** The bidder should not be blacklisted by any Central or State Government or Public sector undertaking in India or Any Other Entity.
- v.** The Bidder shall submit copies of PAN & GST Registration.
- vi.** Bids submitted by those bidders without the necessary details of their qualifying criteria along with documentary evidence in support of their claim shall be rejected.
- vii.** The bid documents submitted shall be the property of the MAHAPREIT.
- viii.** Bids shall be submitted for the complete scope of work as envisaged and bid submitted for partial scope of work shall be rejected.
- ix.** MAHAPREIT does not bind itself to accept any of the bids. MAHAPREIT also reserves the right to reject any bid (partly or fully) or all bids without assigning any reasons

SECTION IV
General Instruction to Bidders

1.0 GENERAL INSTRUCTIONS

General:-

The special conditions of contract are to be read in conjunction with General conditions of contract. If there are any variations or discrepancies or conflicting provision, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of contract.

2.0 PREPARATION OF BIDS

LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and MAHAPREIT shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

3.0 DOCUMENTS COMPRISING THE BID

3.1.1 E-TENDERING:

Bidders are requested to refer instructions for participating in e-Tendering. All pages of the Bid must be signed by the "authorized signatory" of the Bidder holding Power of Attorney.

3.1.2 PART-I: "TECHNO-COMMERCIAL BID" comprising all the above documents mentioned in respective section along with copy of Declaration for Bid Security, copy of Power of Attorney the MAHAPREIT's e-tendering portal. Bidder must upload copy of EMD.

3.1.3 PART-II: PRICE BID

The Prices are to be filled strictly in Price bid format of the bidding documents and provision mentioned in E-tendering portal.

4. BID PRICES

4.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the MAHAPREIT. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST**

4.2 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account unless any price escalation/variation is allowed elsewhere in the Tender Document.

- 4.3 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words.
- 4.4 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Bidder only.

5 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

6 BID VALIDITY

- 6.1 Bids shall be kept valid for period specified in 120 days from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by MAHAPREIT as 'non-responsive'.

7 EARNEST MONEY DEPOSIT – Rs 10,000/-/- (Rupees Ten Thousand Only)

8 FORMAT AND SIGNING OF BID

- 8.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 8.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 8.3 In case of e-tendering, signed documents to be uploaded.

9 ZERO DEVIATION AND REJECTION CRITERIA

- 9.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. MAHAPREIT will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note MAHAPREIT will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. MAHAPREIT reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 9.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price

- (b) Earnest Money deposit as applicable
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document

[C]– SUBMISSION OF BIDS

10 SUBMISSION OF BIDS

10.1 The bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.

11 DEADLINE FOR SUBMISSION OF BIDS

11.1 The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BIDS.

12 MODIFICATION AND WITHDRAWAL OF BIDS

12.1 Modification and withdrawal of bids shall be as follows:-

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document

13 MAHAPREIT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

MAHAPREIT reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for MAHAPREIT's action.

14 BID OPENING

14.1 Technical Bid Opening:

MAHAPREIT will open the bids online in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Document.

14.2 Priced Bid Opening:

14.2.1 MAHAPREIT will open the price bids online of those bidders who meet the qualification

requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening.

14.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

15 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

16 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

16.1 The MAHAPREITs' determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the MAHAPREIT will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Earnest Money Deposit;
- (d) Is accompanied by the required documents;
- (e) Is substantially responsive to the requirements of the Bidding Documents; and
- (f) Provides any clarification and/or substantiation that the MAHAPREIT may require to determine responsiveness.

16.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose MAHAPREIT defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document for evaluation of bid.

16.3 The MAHAPREIT shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

If a Bid is not substantially responsive, it may be rejected by the MAHAPREIT and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation, or omission.

17 AWARD of Contract :-

Subject to all terms and conditions of RFP/Tender documents MAHAPREIT will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest eligible bidder, is determined to be qualified to satisfactorily perform the Contract.

18 MAHAPREIT will place the Contract directly on the successful bidder from whom the bid

has been received & evaluated.

- 18.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by MAHAPREIT by E - mail /Letter. The Notification of Award will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. MAHAPREIT may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing notification of Award and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 18.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement.
- 18.3 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 18.4 MAHAPREIT will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to MAHAPREIT.

19 INCOME TAX & CORPORATE TAX

- 19.1 Income tax deduction shall be made from all payments made to the bidder as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 19.2 Corporate Tax liability, if any, shall be to the bidder's account.

20 DISPUTE RESOLUTION MECHANISM

20.1 **MUTUAL DISCUSSIONS**

In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, the Parties shall endeavor to resolve such dispute in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

20.2 **ARBITRATION**

In the event of failure to resolve dispute/ differences related to Contract/Agreement and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution / Adjudication etc. by referring it to the **Institutional Arbitration** established /recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the **Arbitration Act 2015** and in terms of rules and regulations of such institutional arbitration such as **Mumbai** center of Arbitration etc.

21 . **TERMS OF PAYMENT:**

The payment for the work of Audit Services and Tax Compliances for AIF shall be released at the end of every monthly/quarterly/annually to the bidder on the basis of satisfactory work done by the agency after due certification of officer in-charge within the period of 15 days from the date of submission of the bill in triplicate.

22. Period of Contract: - The period of the contract will be one year and further extendable by one year as per mutually agreed rate, terms, and conditions.

SECTION-V
SCOPE OF WORKS

WORK AND TECHNICAL SPECIFICATIONS

1. Project Information

1.1 Introduction

Work of Audit services of MAHAPREIT Alternative Investment Fund.

1.2 INSTRUCTIONS TO BIDDER

1.2.1 Scope of Work: -

SCOPE OF WORK

This RFP aims to pick a bidder for **AIF Audit Services and related Compliances** Work. The detailed scope is as follows:

- a) Audit and Assurance Services –Audit of Books of Account and Issuing Audit Report.
- b) Audit of Private Placement Memorandum (As per SEBI Regulations)
- c) Income Tax Compliances – Filing Returns, TDS Returns, Advising on Tax Deductions, if any for distribution of income for Investors.
- d) Assistance in Filing of requisite Forms as per the Foreign Exchange Management Act,1999.
- e) Filing of Form 64Das per rule 12CB of Income Tax Rules,1962, Review of Form 61B and filing same.

ANNEXURE I
GENERAL, FINANCIAL & COMMERCIAL PARTICULARS

(To be submitted by Bidder/Each Member of Consortium on their Letter Head)

1. Name of the Bidder :
2. Registered office address :
3. Telephone :
4. E-mail :
5. Nature of business & working experience
in years in the same business :
6. Person to be contacted :
7. Nature / status of firm :
(Whether sole proprietary/
Partnership/Private Limited/
Public Limited/ Public Sector)
8. Do you anticipate any change in the :No/Yes
Ownership during proposed period of
Work If yes, define scope and effect thereof
9. Financial detail (Enclosed 1 copy each of)
 - a. Net worth as per the audited annual financial Statement
of last Financial Year from C.A. :--
 - b. Company Registration Certificate :--
10. Share capital at the time of formation :
 - i. Authorized
 - ii. Paid-up
11. Share capital at present :
 - a) Authorized :
 - b) Paid-up
12. Name & address of bankers :

Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

Designation

Seal of Company.....

ANNEXURE II
TECHNICAL QUALIFICATION DATA
(To be submitted on letter head of the bidder)

1. Name of the Bidder:

Sr No.	Name of the Project Bids	Name of the Bidder	Description of Experiences	Scope of Work	Order details & amount	Experience Certificate Attached Yes / No
1	2	3	4	5	6	7

Note:

1. Please attach documentary proof for Col. No 5, 6, 7 of the Concerned Authority.
2. Regarding Col. No.7, documentary evidence from the client, for satisfactory completion shall be enclosed. The experience without experience certificate shall not be considered for evaluation. The experience certificate should contain valid communication address & working contact numbers certificate provider. Certificates without this information will be considered invalid and shall not be considered for evaluation.
3. Certified that the above information is true and factual.

Date:.....

Place:.....

(Signature of the Authorized Representative of Bidder)

Name

Designation

Seal of Company.....

Note :

All Certificates provided should be in English ONLY. In case the Utility/owner is unable to provide the certificate in English then bidder/consortium must submit the English translated copy of the certificate by authorized translator along with the original copy and must submit affidavit on non-judicial stamp paper Rs. 500/- that the information(translation) is true & correct.

ANNEXURE III

UNDERTAKING

(To be given by the Bidder on the Letter head)

I/We of M/s

.....

Bidder for work of.....

.....

.....with the Executive Director MAHAPREIT B-501 Pinnacle Corporate Business Park BKC(East), Mumbai 400051 do hereby undertake that I/we agree to unconditionally accept all the terms and conditions mentioned in the tender documents.

Further we have noted that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions in the Price Bid and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening of Envelope, I/we agree that the tender shall be summarily rejected and MAHAPREIT shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.

Signatures of the Bidder
Or Authorized Person
(Name of Firm with seal)

Annexure – IV

Affidavit (on Rs.500/- Stamp Paper)

I age address..... (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm / authorized signatory and I am submitting the documents in technical bid for the purpose of scrutiny of the contract of work of

I hereby agree to the conditions mentioned below:-

1. I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in technical bid.
2. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.
3. I am liable for action under Indian Penal Code if any paper are found false / fraudulent during contract period and even after the completion of contract (finalization of final bill).

(Signature of Bidder)

ANNEXURE V
FORMAT OF COVERING LETTER
(On Letterhead of Firm)

Date:

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

Sub: E-Tender for -----

Dear Sir,

We enclose herewith the Particulars and Details of the Firm, Techno-Commercial bid and price bids 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 price bid. We confirm that this proposal will remain binding upon 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 not 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 and to negotiate on its behalf.

Thank you,

Signature

(Name of Authorized Signatory)

and Membership No. Name of Firm.

SCHEDULE – B

Price Bid

Annexure – VI

**Price Schedule (Price Bid)
(To be submitted Separately in Price Bid)**

Particulars of work :- Audit Services and Tax Compliances of MAHAPREIT Alternative Investment Fund (MAIF)

RFP No:- MAHAPREIT/CFO-10/23-24

Sr. No.	Name of work	Amount in Rs	Taxes As applicable
	As per Annexure – Kindly attach details		
1		____ (In Word) ----- (In Figure)	_____
2		----- (In Words) ----- (In Figure)	_____

I confirm that I have the authority of _____ (Firm's Name) to submit the proposal and to negotiate on its behalf.

Date :- _____

Signature of the Bidder _____

Seal of the Bidder _____

Name of the bidder _____