

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)

Custody and Fund Accounting Services for MAHAPREIT Alternative Investment Fund (MAIF)

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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

Tender No:- MAHAPREIT/CFO-08/2023/24

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

Online bids are being invited by the Managing Director on behalf of MAHAPREIT Ltd, Mumbaifor the work of Custody and Fund Accounting Services of MAHAPREIT AlternativeInvestment Fund.

The time schedule for various bidding phases is given in the detailed e-RFP notice, which is also available on the web site as part of the bid document.

Name of work : Custody and Fund Accounting Services

EMD Amount: Rs. 10000/- (Rs. Ten Thousand only)

Cost of RFP Document: Rs. 5,000/- (Rs. Five Thousand only) plus GST @18% extraContract

Period: One Year may be extended by a further one year

RFP forms are available on Website <u>https://organizations.maharashtra.nextprocure.in</u>

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

https://organizations.maharashtra.nextprocure.in

Bidders are hereby cautioned that the e-RFP containing any deviation from the contractual terms and conditions, and other requirements and CONDITIONAL e-RFP shallbe 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 site https://organizations.maharashtra.nextprocure.in.

- 4. If any assistance is required regarding e-RFP (upload and download) please contact 9167493975/9594077550 and E-mails <u>cfo@mahapreit.in</u> / cgm.it@mahapreit.in MAHAPREIT Ltd. & <u>helpdesk@nextenders.com</u> (<u>Contact nos. 9356492848 / 7506797596/</u>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 allOffers in full or in part without assigning any reason or accept the offer beyond the validity period.

Sr.No	b. Details	Start Date	End Date		
1	Sale of Tender document & Document Download	01.02.2024	15.02.2024		
2	Last Date and time of Bid Submission		15.02.2024 upto 03.00 hrs (PM)		
3	Opening of Bid				
3 (a)	Date and time of opening of Technical Bid	15.02.2024 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-08/23-24		
2. MODE OF TENDER		Open and e-Tender System Online submissionof Technical Bid and Price Bid through <u>https://organizations.maha</u> <u>rashtra.nextprocure.in</u> The intending Bidders are required to submit theiroffer electronically throughthis e- tendering portal. No physical tender is acceptable by MAHAPREIT			
3. Date of publication RFP on websites and https://organizations.maharashtra.nextprocure.i n			15.02.2024		

TIME SCHEDULE OF e-RFP NOTICE

4.	Date of availability to the RFP for downloading	01.02.2024 to 15.02.2024
5.	Last Date of Sale of tender at https://organizations.maharashtra.nextprocure.in	15.02.2024 at 3:PM
6.	Date & Time of Submission of tender at https://organizations.maharashtra.nextprocure.in	15.02.2024 at 3:PM
7.	Date and time of opening of Technical Bid	15.02.2024 at 4:PM
8.	Date and time of opening of Price Bid	Will be informed latter

These instructions to applicants are being issued for Work of Custody and Fund AccountingServices of Alternate Investment Fund of MAHAPREIT. The detailed scope of the work is being provided in the scope of work terms of reference (TOR).

Executive Director (Admin) MAHAPREIT

<u>SECTION – II</u>

DEFINITIONS

DEFINITIONS AND E-RFP DATA

A. DEFINITIONS:

2.0 MAHAPREIT:

MAHAPREIT shall mean the "MAHATMA PHULE RENEWABLE ENERGY & INFRASTURCTURE 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 webaddresses: <u>https://organizations.maharashtra.nextprocure.in</u>

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 MAHAPREITLtd.

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 the Scope of Work of Contract.

B. RFP AT A GLANCE:

1.0 SUMMARY DETAILS

Sr. No.	Particulars	Details
1.1	Name of work	Custody and Fund Accounting Services for Alternative Investment Fund (AIF)
1.2	Estimated Cost.	
1.3	Offer Document Cost Rs.	Rs.5000/- + 18% GST (Rs. Five thousand plus GST) (Offer Document Cost and E.M.D. amount shall be paid through E- payment gateway).
1.4	Earnest money (EMD)	Rs.10,000/- (Rs. Ten Thousand only)
	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	One Year may be extended for a further one year
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 <u>cfo@mahapreit.in / cgm.it@mahapreit.in</u> 9167493975 / 9594077550
1.10	Any addendum / corrigendum /cancellation	Any addendum/corrigendum/cancellation of above RFP willbe published on the web-site <u>https://organizations.maharashtra.nextprocure.in</u>
1.11	Bid Documents	Bid Documents consisting of, information and eligibilitycriteria, plans, specification and schedule of the worksare available on web-sitehttps://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

		dat	e of sale and re	ceipt of RFP papers. Interested Bidder	
			may obtain further information at the web-site Portal		
1.12	Bid Documents		https://organizations.maharashtra.nextprocure.in The bid for the work shall remain open for acceptance for aperiod		
1.12			of 120 days from the last date of receipt of bids. If any Bidder		
	acceptance period		•	r ,	
			withdraws his bid/ offer before the said period or makes any		
			modification in the terms and condition of the bid, the EMD paid at		
		the	the time of submission of RFP shall		
			nd forfeited.		
1.13	Other details			uding details of Portal Registration,	
		in	the bidding d	Resubmission and withdrawal of bid can be seen documents which is available in web-site s.maharashtra.nextprocure.in	
1.14	Documents to be	Th	e PDF copies o	f original Documents should be uploadedon	
	uploaded	abo	ove mentioned v	web-site as per Para of this RFP Booklet and	
		sho	ould be produced	l in the verification on demand after opening of	
		the	Technical Bid.		
		wit poi	The Bidders who participated in the online bidding can witness the opening of the bid from any system by logging onthe portal <u>https://organizations.maharashtra.nextprocure.in</u> away from opening place. The bids can only be opened by		
		the	the pre-designated officials only after the opening timementioned		
		in	in the bid. In the event of the specified date of bidopening being		
		deo	declared a holiday the bid will be opened at the appointed time and		
		tra	transaction in the next working		
		day	day.		
1.15	RFP Acceptance		Chairman and Managing Director, MAHAPREIT		
	Authority				
1.16	Account Details.		Bank details	s are below.	
			Party	Mahatma Phule Renewable Energy	
			Name	and Infrastructure Technology	
				Limited.	
			Bank	ICICI Bank	
			Name	MIDC Andhari (Faat)	
			Bank Branch	MIDC, Andheri (East) Mumbai 400 049.	
			Branch Bank A/c	054405500470	
			No.	00770000470	
			I.F.S.C.	ICIC0000544	
			Code		
L		-			

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:

- 3.1.1. Online e-RFP are invited by the MAHAPREIT for Work of Custody andFund Accounting Services for Alternative Investment Fund (AIF)
- 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 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 renderapplication 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 aspackage 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 the applicant in preparing this offer, in providing clarification or attending discussions and conferences 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 the scope of work and volume thereofcan be obtained by Bidder from the Office of MAHAPREIT on any working day and during the currency of RFP, in addition to the detailsavailable 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 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 theapplication, 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 onwebsite, 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:

Bidders shall pay requisite E.M.D.payment 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 a successfulBidder, 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, it mustbe downloaded from the website, fill it completely and upload on web site byscanning 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 theabove web site for filling up Main RFP Forms Online.

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

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

- 1. The amount of Earnest Money Deposit is Rs.10,000/- (Rs. Ten ThousandOnly) and the amount of RFP document fee is Rs.5000/- (five Thousandplus 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)

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- 5. Scanned copy of Undertaking (Annexure III).
- 6. Affidavit (as per Annexure IV).
- 7. Covering Letter (Annexure-V)
- 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 ServicesFirm having relation in whatsoever manner with any Key Resource Person /Key Resource Institution or the Member of MAHAPREIT Task Force shall bebarred from applying to the said e-RFP.

3.1.19 Eligibility Criteria: -

A) Technical Conditions: --

- 1. Bidders shall have the capacity to manage Custody and Fund Accounting services for a minimum Asset under Management (AUM) of INR 150 Crores across all asset classes in AIF.
- 2. Bidders shall not have been black-listed by RBI, SEBI, IRDA or Government of India or any Public Sector agencies, as on date
- 3. The bidder should have a minimum of Five years of experience in providing custody and Fund Accounting services in India.
- 4. The bidder should have positive net worth during the last three audited year.

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. In this RFP stage, applicants must submit documents supporting the criterion mentioned above.
- 3. RFP documents can only be downloaded free of cost from https://mahapreit.in/
- 4. Any queries pertaining to the RFP can be addressed to:

Mr. D.C PatilMr. Abdul HamidDesignation: CFODesignation: CIOContact No: +91-9167493975Contact No: +91-9819459503Email id: cfo@mahapreit.inEmail id: cio@mahapreit.in

5. MAHAPREIT reserves the right not to answer any or all queries that Applicants raise.

6. FINANCIAL BID

The bidder shall enclose in details the activities involved in Custody and Fund Accountingservices 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:

 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. .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 bequestioned.
- **ii.** The Bidder does not anticipate change in the ownership during the validity of thisbid (If such change is anticipated, the scope and effect thereof shall be defined).
- **iii.** The bidder should not be blacklisted by any Central or State Government or Publicsector undertaking in India or Any Other Entity.
- iv. The Bidder shall submit copies of PAN & GST Registration.
- **v.** Bids submitted by those bidders without the necessary details of their qualifyingcriteria along with documentary evidence in support of their claim shall be rejected.
- vi. The bid documents submitted shall be the property of the MAHAPREIT.
- **vii.** Bids shall be submitted for the complete scope of work as envisaged and bid submitted for partial scope of work shall be rejected.
- viii. 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 literatureetc. furnished by the Bidder in a language other than English, the same should beaccompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the Englishtranslation shall govern.

3.0 DOCUMENTS COMPRISING THE BID

3.1.1 <u>E-TENDERING:</u>

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 submittedby 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 <u>BID CURRENCIES</u>:

Bidders must submit bid in Indian Rupees only.

6 <u>BID VALIDITY</u>

- **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/- (Rs. Ten Thousand Only)

8 FORMAT AND SIGNING OF BID

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 signedby 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.

- **8.1** The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- **8.2** 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 theiroffer 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 elsewherethat non-compliance of the clause lead to rejection of bid

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

[C]- SUBMISSION OF BIDS

10 <u>SUBMISSION OF BIDS</u>

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 beacceptable. **11** <u>DEADLINE FOR SUBMISSION OF BIDS</u>

11.1 The bids must be submitted through e-tender mode not later than the date and timespecified 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 duedate and time for submission as per tender document

13 <u>EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR</u> <u>ALL BIDS</u>

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 therebyincurring 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 <u>BID OPENING</u>

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 beinformed 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 <u>CONFIDENTIALITY</u>

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

16 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- **16.1** The employers' determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer 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 Employer 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 employer defines the foregoing terms below:
 - a) "Deviation" is departure from the requirement specified in the tenderdocuments.
 - 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 employer shall examine all aspects of the bid to confirm that all requirementshave been met without any material deviation, reservation or omission. If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation.

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 if bidder, is determined to be qualified to satisfactorily perform the Contract.

- **18** MAHAPREIT will place the Contract directly on the successful bidder from whom thebid 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 detailedLetter 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** Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', MAHAPREIT will promptly discharge his 'Earnest Money Deposit / Bid Security.
- **18.4** The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- **18.5** 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** <u>SIGNING OF AGREEMENT</u>
- **19.1** The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] within 'Thirty [30] days' of receipt of the Acceptance Letter by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractorto sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD.

20 <u>INCOME TAX & CORPORATE TAX</u>

- **20.1** Income tax deduction shall be made from all payments made to the contractor asper the rules and regulations in force and in accordance with the Income Tax Actprevailing from time to time.
- **20.2** Corporate Tax liability, if any, shall be on the contractor's account.

21 <u>DISPUTE RESOLUTION MECHANISM</u>

21.1 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 ingood faith in the first instance within 30 (thirty) days of the notice of such a disputeby mutual discussions between the Parties.

22.2 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.

23. Compliances under various Labour Laws

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central,State and Local Government agencies/authorities.

24. TERMS OF PAYMENT:

The payment for the work shall be released at the end of every month / quarter/ yearly 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.

25. **Period of Contract**: - The period of the contract will be One Year and further extendable by one year on the same rate, terms, and conditions. In case of further extension of contract other than the terms mentioned above then a buffer period of 3 months will be provided in the interim period to provide for uninterrupted services with same terms and conditions of the order.

SECTION-V SCOPE OF WORKS

WORK AND TECHNICAL SPECIFICATIONS

1. Project Information

1.1 Introduction

Work of Custody and Fund Accounting Services for Alternative Investment Fundof MAHAPREIT Alternative Investment Fund.

1. SCOPE OF WORK

This RFP aims to pick a company for Custody and Fund Accounting Services of Alternative Investment Fund. The detailed scope of the consultant is as follows:

A) Custody services

AIF Category II shall invest primarily in Equity, CCPS (Compulsory Convertible Preference share), and NCDs issued by unlisted companies. It can also invest in FixedDeposit (FD) & Liquid mutual fund units for the uninvested portion.

AIF Category II opens "Custody, Depository and Bank account" through Custodian. Incase of investment in SLR securities (Gsec, SDL & T-bill) then, an additional CSGL account must be opened.

- CUSTODIAN shall process all investment-related instructions on receipt of required particulars authorized by the AIF.
- In case issuer requires any application form to be filled on behalf of the AIF, CUSTODIAN can fill & sign the application on behalf of the client and submit the same along with POA & other related documents.
- Once the payment is processed/paid to the issuer, CUSTODIAN shall create a logical position in the custody system to update the AIF holdings. For Debt securities IM/Term sheet will be shared with CUSTODIAN.
- •
- In case of electronic credit, the same shall be received in the depository account and CUSTODIAN shall confirm the receipt and give the necessary holding effect. The custody holding statement to be shared as per the agreed frequency.
- CUSTODIAN Corporate Action team will send follow-up emails to the issuer at least 3 to 4 working days prior to the due date/pay date for recovery of interest, redemption & part redemption proceeds to confirm the pay date & the payment amount. The payout schedule will be shared with CUSTODIAN.

- CUSTODIAN would provide a consolidated forecast report (interest & redemptions) 1 working day prior to the due date to the client for expected inflow provided all required key date details are available in the IM/term sheet. Complete security particulars with all key dates for tracking Corporate Action events will be shared with the CUSTODIAN.
- On receipt of the entitled proceeds, a cash flow report is provided for all payments received during the day. CUSTODIAN can arrange to transfer the proceeds to any other bank account of the client at agreed frequency.

B) Fund Accounting services

- .1 Back Office (Accounting And Valuation) System Capabilities
- Multi-Currency system and each portfolio can be in different base currency.
- Integrated GL system supporting portfolio & fund accounting
- Multi Class NAV
- Multi Price Sources support on price & exchange rates
- Support for various costing methodologies including weighted average cost, FIFO, LIFO
- MTM Valuation based on closing Price/Bid/Offer/higher or lower of cost and market price/higher or lower of different stock exchange prices

-Amortization of fixed income securities, Preparation of Preparation of NAV, Trial Balance, Holding Statements – reconciliation of the same.

- Corporation Actions including multiple announcements for the same security & ex- date
- Currency Revaluations on Investments/Forex/Receivable/Payables & Accounting
- Support for financial period-end processing
- Profit sharing and calculations
- Comprehensive Fees Management

1.2 Performance Fee Comparison (Carrying Interest)

- Flexible definition of different Benchmarks/Blended Benchmark/Includes / Int. rate
- Performance Measurement & Analysis
- Benchmarking
- Performance (TWRR) Computation based on the High-Water Marks & Hurdle Rate
- IRR Computation at Fund Level and Investor Level.
- Performance Fee Calculation

1.3 Capital Processing

- Seamless Integration with our own RTA operations team, to record the capital transactions at scheme level and investor level.

- Auto accounting upon authorization of the capital transactions as per value date basis
- Facility to capture reversal transactions with a reverse affect on accounting

1.4 Transaction Processing – Reference Data Maintenance

- Reference data such as brokers, counterparties, stock exchanges, issuers, securities, rating

agencies, security ratings, call/ put options, custodians, sectors, banks and many more are maintained by Fund Administrator as per the data provided by Asset Managementcompany. - Modification of these master/ reference data is possible and the history of the changes arestored by FA for future reference or Audit

1.5 Multi Fund / Scheme Setup

- There is no restriction on creation of number of schemes / funds

Face value, NAV frequency, financial accounting dates, fund level fees setup, valuation parameters, Amortization accrual setup, benchmark are part of the fund creation process.
Any changes to the Fund/ Scheme setup is allowed and history is maintained.

1.6 Asset Classes Support

- All the asset classes that are used by AMC are supported by Fund Administrator.

- Currently FA supports asset classes such as Equity, Warrants, Derivatives, Fixed Income, Floaters, Discounted, Money market, Private Equity asset classes. Any other that were required for Scheme's operations will be customized.

- Derivatives (Including Index/Equity Futures & Options and Swaps)

- CCPS,OCD,CCD

1.7 Trade Capture

Trades that are executed by AMC's fund manager can communicate with Fund Accountantby following ways:

- Excel file format (format will be decided mutually)
- Txt file format (format will be decided mutually)
- Online Manual entry (by Fund Managers of AMC's)
- Upon successful authorization, all the executed trades are available for authorization, which will be performed by Fund Accounting team
- These trades are categorized as,
- Primary market
- Secondary market
- Money market
- Derivatives
- Private Equity
- Once the trades are authorized, no edit options would be available. In case of any

correction, it can be achieved by reversal and re execution of the trade.

- Realized Profit and loss is computed as per WAC (Weighted Average Cost) including FIFO as well.

1.8 Trade Settlement

- Facility to net the buy/sell trades at fund/broker level
- Update of settled positions and release for sale
- Facility to interact with Custodian
- Accounting for the trade settlements

1.9 Accounting Process

- Integrated General Ledger for the investments and income and expenses covered in our FA operations. The GL is based on double entry accounting principles. The integrated GL has following features:

- One-time definition of chart of accounts with maximum of four levels.

- One-time definition of accounting entries for transactions • Trades and Transactions update the GL balances on-line.

1.10 Corporate Actions

-Facility to upload the corporate actions as per AMC's specified format

- Manual recording of corporate action is also available

-Fund accounting team accrues corporate benefits like dividend, bonus, rights, conversions and stock splits etc. on all investments on a daily basis.

-System allows entry of the ex-dates in advance as well as in the past and processes in thefirst ensuing EOD.

-Reconciliation of corporate action receipts with custody record (entitlements).

1.11 Valuations Process

- Facility to value at MTM or at cost.

- Facility to apply different valuation policies to different investment asset types.
- Market prices from multiple stock exchanges can be entered or uploaded.
- Validity period can be defined with respect to past prices.
- Non-availability of current day prices can be alerted.
- Price uploads are available with difference formats like xls, xlsx, csv,dbf, txt
- Cost + Amortization method.
- Priority of valuation source (waterall).

1.12 Expense Management

- Management and other fees can be set up as elaborately as required by scheme.

- Fee accounting as reduction from NAV or direct receipt from the investor is defined.
- Fee Computation frequency, fixed fee rate or Tiered fee rates, Flat amount rate, minimumfees,

Minimum fees period can be set up in order to do accurate accruals.

- Adjustments to accruals whenever required are posted.
- Entry posting for fees can be parameterized.
- Details of computations are maintained in the system for reconciliations
- Performance fee can be customized as per the scheme / fund requirement
- Payment Fee to the AMC at scheme level can be defined
- Fee equalization method to equate entry/exit of investors.

1.13 NAV Processing

- NAV process can be run as per the defined frequency at scheme/ fund level
- Incomes for the day are accrued on all investments to reflect in the Net Assets.
- NAV related expenses are accrued and charged to Net Assets.
- Net Assets under Assets/Liabilities method are computed and/or income/expense.

- In case of unitized funds, NAV per unit is computed using unit capital balances (Outstanding units).

- Facility to project the Net asset value before running the date change or end of the dayprocess, to arrive the NAV per unit at scheme/ fund level.

1.14 Journal Posting and Investment Adjustments

- Facility to post manual accounting entries using journal modules.

- Entries comprise of one to one accounts or one to many or many to many, these entries has to be at fund level and requires authorization by second level.

- This module enables the users to post additional expense like printing, stationary or any other which are not recurring at fund level.

- Facility to move the bank balance from one bank account to another within a fund. • Facility to adjust the quantity, acquisition cost, accrued interest and accrued discount/ premium. These adjustments require next level of authorization.

1.15 Reconciliation

- Stock Reconciliation facility is available.
- Facility to reconcile as of any past date at fund/ scheme level.
- Settled stock of FA vs Settled stock of Custodian is reconciled
- Facility to map custodian codes with Fund Accounting codes is available
- Detailed report post the reconciliation will be provided by Fund Accounting team.
- Bank Reconciliation facility is available for between the period and at bank account level
- Auto tagging and manual tagging facility and generation of report for all un reconciled transactions

- Unit Capital reconciliation.

- Operative Bank A/C reconciliation.

1.16 MIS Reporting

- Fund Accounting team will provide the standard set of reports under categories
- Transaction Reports
- NAV Reports
- Financial Reports
- Investment Reports
- Cash Management Reports
- Income Accrual Reports
- Realized & Unrealized Gains/Losses
- Transaction Reports
- Compliance Reports
- Performance Measurement Reports
- Fees / expenses reports
- Regulatory Reports
- Adhoc reports

- Any other reports will be customized as per AMC's requirement. Frequency of the deliveryof reports can be mutually agreed

1.17 Online Reports / Enquiries

- Facility to view the reports, dashboards, online enquires, charts online by AMC users.

1.18 Post Trade compliance monitoring

-Compliance monitor lists the status of limits at scheme/ fund and limit reference level ex-post.

- At a glance, user gets to know the utilized % and extent of breach of alert and fatal levelsand emphasized with traffic light.

- This compliance monitor includes all the trades for the day also to arrive at the percentageof utilization.

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 Statementof 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	
Design	ation
Seal of	f Company

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

1. Name of the Bidder:

Sr	Name of the		Description of Experiences	Scope of	Order	Experience
No.	Project Bids	Bidder		Work	details & amount	Certificate Attached Yes / No
	12	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 notbe 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 translatedcopy of the certificate by authorized translator along with the original copy and must submitaffidavit 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 beenfollowed 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 thefull 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

hereby agree to the conditions mentioned below:-

- 1. I am liable for action under Indian Penal Code for submission of any false / fraudulentpaper / 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, Iwill 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 finalbill).

(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 trueand 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 f price bid. We confirm that this proposal will remain binding upon us.
- c. Prices have been arrived independently without consultation, communication, agreementor 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 togive 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 negotiateon its behalf.

Thank you,

Signature

(Name of Authorized Signatory) and Membership No. Name of Firm.

<u>SCHEDULE – B</u> <u>Price Bid</u> Annexure – VI Price Schedule (Price Bid) (To be submitted Separately in Price Bid)

Particulars of work :-

RFP No:- MAHAPREIT/CFO-08/2023-24

Sr.	Name of work	
No.		(Rs.in figures and words)
1	Safe Keeping Fee & Fund Accounting Fees: All	
	Asset classes	
2	Transaction Fees:	
	Asset Classes Covered	
	Equity & Debt	
3	Government-Securities (G-sec) Transaction fee	
4	Proxy Voting (if availed)	
5	E-Voting (if availed)	

Other Charges • Out of Pocket expenses shall include stamp and franking charges, regulatory fee/charges, etc. shall be charged on actuals.

CCIL charges – on actuals

Cost of CSGL account AMC for Government Securities - on actualsTaxes:

GST & taxes shall be paid as per the prevailing rate

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_____