



**MAHATMAPHULE RENEWABLE ENERGY AND  
INFRASTRUCTURE TECHNOLOGY LIMITED**  
(Subsidiary of MPBCDC, a Government of Maharashtra  
undertaking)

## **Notice for Inviting Request for Qualification Cum Proposal**

MAHAPREIT invites Request for Qualification cum Proposal for Appointment of Transaction Advisor for Transfer of Shareholding of Thane Cluster Development & Area Improvement Company Limited. (TCDAICL) & TKC Garden Pvt. Ltd. from MAHAPREIT to Maharashtra State Road Development Corporation Ltd. (MSRDC)

The last date of submission is 20/07/2026. RFQ cum Proposal can be viewed on Website: - <https://www.bharat-electronictender.com> / MAHAPREIT website.

**Executive Director (IT)**



**महात्मा फुले नविनीकरणीय ऊर्जा व पायाभूत प्रौद्योगिकी मर्यादित  
(म. फु. मा. वि. म. ची उपकंपनी, महाराष्ट्र शासन चा उपक्रम)**

## **पात्रता आणि प्रस्तावासाठी विनंती आमंत्रित करण्याची सूचना**

महाप्रित मार्फत ठाणे क्लस्टर डेव्हलपमेंट अँड एरिया इम्प्रूव्हमेंट कंपनी लिमिटेड (TCDAICL) तसेच TKC Garden Pvt. Ltd. या कंपनी मधील भागभांडवल महाप्रित कडून महाराष्ट्र राज्य रस्ते विकास महामंडळ (MSRDC) यांना हस्तांतरण करण्याकरिता व्यवस्थापन नियंत्रण व व्यवहार सल्लागार (Transaction Advisor) नियुक्त करण्याकरिता अर्हता सह प्रस्ताव (RFQ cum Proposal) आमंत्रित करण्यात येत आहेत. प्रस्ताव सादर करण्याची अंतिम तारीख २०/०७/२०२६ आहे.

RFQ cum Proposal चे तपशील <https://www.bharat-electronictender.com> आणि MAHAPREIT च्या अधिकृत संकेतस्थळावर उपलब्ध आहेत.

**कार्यकारी संचालक (पायाभूत सुविधा)**

**REQUEST FOR QUALIFICATION CUM PROPOSAL**  
**(e-RFQ Cum RFP)**

**Appointment of Transaction Advisor for Transfer of Shareholding of Thane  
Cluster Development and Area Improvement Company Limited  
(TCDAICL) & TKC Gardens Pvt. Ltd.**

**from**

**Mahatma Phule Renewable Energy and Infrastructure Technology  
(MAHAPREIT)**

**to**

**Maharashtra State Road Development Corporation (MSRDC)**

**Issued by**

**Mahatma Phule Renewable Energy and Infrastructure Technology  
(MAHAPREIT)**

**(A Government of Maharashtra Undertaking)**

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## 1. RFQ cum RFP DETAILS

Particular	Details
Name of Assignment	Appointment of Transaction Advisor for Transfer of Shareholding of TCDAICL & TKC Garden Pvt Ltd. from MAHAPREIT to MSRDC.
Cost of RFQ Cum RFP Document	10,000/- + GST
RFQ cum RFP No.	MAHAPREIT/TA/2026/01
Pre-Bid Meeting date	13/07/2026 (Monday) @ 03:30 PM @ 6 <sup>th</sup> floor, MAHAPREITs BKC office.
Pre-bid queries to be sent on e-mail id by 13/07/2026 up to 03:00 PM	<a href="mailto:ed.it@mahapreit.in">ed.it@mahapreit.in</a>
Reference of Websites	<a href="https://mahapreit.in">https://mahapreit.in</a> <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a>
Bid Submission Period	20/07/2026, Monday up to 05:00 PM
Mode of Submission	Offline/Online (as specified by MAHAPREIT) Hard Copy of duly signed online bids to be submitted at 3 <sup>rd</sup> floor, MAHAPREITs BKC office up to 21/07/2026 up to 05:00 PM
Proposal Validity	90 Days
Contract Period	Till successful completion of the Assignment
Bank Account details of MAHAPREIT	Bank: State Bank of India Account Name: MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRURE TECHNOLOGY. Account Number: 42806014198 Branch Name: Fort, Mumbai- 400001 Branch IFSC: SBIN0009995

## **2. DISCLAIMER**

This Request for E-tender ("RFQ cum RFP") has been issued by Mahatma Phule Renewable Energy and Infrastructure Technology ("MAHAPREIT") solely for the purpose of selecting a qualified Transaction Advisor for providing professional advisory services relating to the proposed transfer of shareholding of Thane Cluster Development and Area Improvement Company Limited (TCDAICL).

The information contained herein is intended to assist interested bidders in preparing their proposals. While every effort has been made to provide accurate information, MAHAPREIT does not warrant the completeness or accuracy of the information contained in this RFQ cum RFP. The bidders shall independently satisfy themselves regarding all aspects of the Assignment before submitting their proposals.

MAHAPREIT reserves the absolute right to amend, modify, cancel or withdraw this RFQ cum RFP at any stage without assigning any reason whatsoever. No bidder shall have any claim arising out of such action.

Submission of a proposal shall be deemed to constitute unconditional acceptance by the bidder of all terms and conditions contained in this RFQ cum RFP.

### **3. INTRODUCTION**

#### **3.1 Background of MAHAPREIT**

Mahatma Phule Renewable Energy and Infrastructure Technology (MAHAPREIT) is a Government of Maharashtra undertaking established to undertake, promote, develop and facilitate infrastructure projects across the State of Maharashtra. The Company functions as a professionally managed public sector enterprise and undertakes projects through various implementation models including Public-Private Partnerships (PPP), Joint Ventures, Special Purpose Vehicles (SPVs), Government-funded projects and institutional collaborations.

MAHAPREIT has been entrusted with the planning, financing, implementation and management of infrastructure projects in sectors including housing, urban infrastructure, renewable energy, industrial infrastructure, transportation, social infrastructure and allied public utility projects. The organisation works closely with various Government Departments, Urban Local Bodies, State Public Sector Undertakings and financial institutions for efficient implementation of strategic development initiatives.

In furtherance of its mandate, MAHAPREIT has promoted and participated in various Special Purpose Vehicles for execution of specific infrastructure projects requiring dedicated project management and institutional governance.

#### **3.2 Background of TCDAICL**

Thane Cluster Development and Area Improvement Company Limited (TCDAICL) is a Special Purpose Vehicle incorporated for implementation of the Urban Renewal Scheme (URS) relating to Cluster Development in Thane. The Company has been established for undertaking planning, implementation, financing, execution and management of projects connected with redevelopment and area improvement under the applicable Government policies and statutory framework.

The State Government has directed the project implementation through MSRDC. The GoM has issued MoM on 24-06-2026 subsequently to meeting held on 05-06-2026. In the said MoM, GoM has directed to handover along with rights obligations, responsibilities and liabilities whereby the majority shareholding of TCDAICL & TKC Gardens Pvt Ltd., belonging to MAHAPREIT is proposed to be transferred from MAHAPREIT to Maharashtra State Road Development Corporation Limited (MSRDC). Upon completion of the proposed transaction, MSRDC shall become the lead promoter of TCDAICL & MAHAPREIT's control on TKC Garden Pvt Ltd. to MSRDC and assume responsibility for implementation of the Urban Renewal Scheme in accordance with the applicable Government approvals.

The proposed transaction involves various transaction but not limited to transfer of equity shareholding together with management control, corporate restructuring, statutory compliances, regulatory approvals, execution of transaction documents, valuation, due diligence and completion of all associated legal and corporate formalities.

### **3.3 Purpose of this RFQ CUM RFP**

MAHAPREIT intends to appoint an experienced and professionally qualified Transaction Advisor to provide end-to-end advisory services for structuring, coordinating and successfully completing the proposed transfer of shareholding of TCDAICL& TKC Garden Pvt Ltd., from MAHAPREIT to MSRDC.

The selected Transaction Advisor shall provide comprehensive legal, corporate, financial and regulatory advisory support covering transaction structuring, legal and financial due diligence, statutory valuation coordination, drafting of definitive transaction documents, regulatory compliance, corporate approvals and successful closure of the transaction in accordance with the provisions of the Companies Act, 2013, applicable rules, Government Resolutions and other relevant laws.

The Transaction Advisor shall act as the principal professional advisor throughout the transaction lifecycle and shall coordinate with MAHAPREIT, TCDAICL& TKC Garden Pvt. Ltd., from MAHAPREIT to MSRDC. MSRDC, statutory authorities, consultants, valuers and other stakeholders to ensure timely and legally compliant completion of the assignment, for transfer of SPV TCDAICL & MAHAPREIT's share in TKC Garden Pvt Ltd. to MSRDC along with financial closure along with financial transactions required to be completed before final handing over.

### **4. OBJECTIVE OF THE ASSIGNMENT**

The objective of this engagement is to appoint a competent Transaction Advisor possessing multidisciplinary expertise in corporate law, transaction advisory, due diligence, restructuring, valuation coordination and regulatory compliance for providing end-to-end professional services in connection with the proposed transfer of shareholding of TCDAICL & MAHAPREIT's share in TKC Garden Pvt Ltd. to MSRDC, as per the said government directions by way of MoM.

The Advisor shall ensure that the transaction is structured and implemented in accordance with applicable laws, Government approvals and sound corporate governance principles while protecting the interests of MAHAPREIT and facilitating seamless transfer of ownership and management.

## 5. INVITATION FOR E-TENDER (RFQ cum RFP)

### 5.1 Invitation

Mahatma Phule Renewable Energy and Infrastructure Technology(MAHAPREIT), a Government of Maharashtra Undertaking, invites sealed e-tenders (Technical Proposal and Financial Proposal) from eligible Legal and Transaction Advisory Firms/Companies/LLPs/Joint Ventures/Consortiums possessing the requisite qualifications, experience and professional capability for providing comprehensive Transaction Advisory Services in connection with the proposed transfer of shareholding of Thane Cluster Development and Area Improvement Company Limited (TCDAICL) & MAHAPREIT's share in TKC Garden Pvt. Ltd. , to MSRDC as per government directions.

The assignment broadly includes transaction structuring, legal and financial due diligence, valuation coordination, drafting and negotiation of transaction documents, corporate restructuring, statutory compliances, stakeholder coordination and end-to-end transaction closure. The detailed Scope of Work forms an integral part of this RFQ cum RFP.

Interested bidders meeting the prescribed eligibility criteria are invited to submit their proposals in accordance with the provisions contained in this RFQ cum RFP document.

## 6. SCHEDULE OF BIDDING PROCESS

Sr. No.	Activity	Timeline
1	Issue of RFQ cum RFP	Day 0
2	Pre-Bid Queries (through e-mail)	Up to 13/07/2026 @ 03:00 PM
3	MAHAPREIT's Response to Queries	15/07/2026
4	Last Date & Time for Submission of Proposal	<b>20/07/2026, up to 05:00 PM</b>
5	Submission of hard copy of Technical Proposal	21/07/2026 up to 05:00 PM
6	Technical Evaluation	Within 5-10 Working Days
7	Opening of Financial Proposal	To be intimated to technically qualified bidders
8	Issue of Letter of Award (LoA)	After approval by Competent Authority
9	Execution of Agreement	Within 7 Days of LoA
10	Commencement of Services	Immediately after Agreement

**Note:** MAHAPREIT reserves the right to modify the above schedule at its sole discretion. Any change shall be communicated to all participating bidders

## **7. INSTRUCTIONS TO BIDDERS**

### **7.1 General**

The bidder shall carefully examine all instructions, terms and conditions contained in this RFQ cum RFP before submitting the proposal. Submission of a proposal shall be deemed to constitute unconditional acceptance of all provisions of this RFQ cum RFP.

### **7.2 Eligibility**

Only those firms satisfying the eligibility criteria prescribed under Clause 10 of this RFQ cum RFP shall be considered for evaluation. Documentary evidence in support of eligibility shall be submitted along with the Technical Proposal.

### **7.3 Proposal Submission**

The bidder shall submit:

#### **Envelope–I**

#### **Technical Proposal**

containing:

- Covering Letter
- Technical Proposal
- Eligibility Documents
- Experience Credentials
- Team Details
- Supporting Documents
- Signed RFQ cum RFP

#### **Envelope–II**

#### **Financial Proposal**

containing only:

- Financial Quote (As per Annexure No-VI)
- GST Details
- Price Schedule

The Financial Proposal shall not contain any technical information.

#### **7.4 Language**

The Proposal and all correspondence shall be in English.

#### **7.5 Proposal Validity**

The Proposal shall remain valid for **90 days** from the last date of submission, or up to the extended by mutual consent.

#### **7.6 Clarifications**

Any clarification regarding this RFQ cum RFP may be sought through email addressed to the officer designated by MAHAPREIT.

No clarification shall be entertained after the prescribed date.

#### **7.7 Amendment of RFQ cum RFP**

MAHAPREIT reserves the right to amend, modify or withdraw any provision of this RFQ cum RFP prior to submission of bids.

Any amendment shall form part of the RFQ cum RFP.

#### **7.8 Cost of Bidding**

The bidder shall bear all costs associated with preparation and submission of the Proposal.

MAHAPREIT shall not reimburse any such expenses.

#### **7.9 Right to Accept or Reject**

MAHAPREIT reserves the absolute right to:

- reject any Proposal;
- reject all Proposals;
- cancel the RFQ cum RFP;
- re-invite e-tenders / Invite e-tender;
- negotiate with the selected bidder;
- modify the Scope of Work.

No bidder shall have any claim against MAHAPREIT on account of such action.

### **7.10 Conflict of Interest**

The bidder shall disclose any actual or potential conflict of interest that may affect impartial performance of the Assignment.

Failure to disclose such conflict may lead to rejection of the Proposal or termination of the Contract.

### **7.11 Confidentiality**

All information provided by MAHAPREIT shall be treated as confidential.

The selected Transaction Advisor shall execute a Non-Disclosure Agreement, if required, and shall not disclose any information obtained during the Assignment without prior written approval of MAHAPREIT.

### **7.12 Fraud and Corrupt Practices**

The bidder shall observe the highest standards of ethics.

Any bidder found indulging in fraudulent, collusive, coercive or corrupt practices shall be liable for disqualification, cancellation of award and blacklisting in accordance with applicable Government guidelines.

### **7.13 Bid Security**

Considering the specialised nature and limited value of consultancy assignments, Earnest Money Deposit (EMD) shall be 1,00,000/- to be paid by Bank Transfer.

However, the selected bidder shall furnish a Performance Security equivalent to **5% of the Contract Value** in the form of Bank Guarantee, valid up to sixty (60) days beyond successful completion of the Assignment or one year whichever is more.

#### **The Bank Details of MAHAPREIT are as under:**

Bank: State Bank of India
Account Name: MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRURE TECHNOLOGY.
Account Number: 42806014198
Branch Name: Fort, Mumbai- 400001
Branch IFSC: SBIN0009995

## **7.14 Performance Standards**

The selected Transaction Advisor shall perform the Assignment with due diligence, professional competence and in accordance with generally accepted standards applicable to legal, corporate and transaction advisory services.

The Advisor shall ensure timely completion of all milestones and deliverables specified in this RFQ cum RFP.

## **8. SCOPE OF WORK**

### **8.1 Overview**

MAHAPREIT proposes to appoint a professionally qualified Transaction Advisor to provide end-to-end advisory, legal, corporate, financial and regulatory support for the proposed transfer of shareholding of Thane Cluster Development and Area Improvement Company Limited (TCDAICL) & MAHAPREIT's share in TKC Garden Pvt. Ltd. to Maharashtra State Road Development Corporation Limited (MSRDC).

The Assignment shall include handing over of TCDAICL & MAHAPREIT's share in TKC Garden Pvt Ltd., to MSRDC along with rights obligations, responsibilities & liability transaction structuring, legal and financial due diligence, valuation coordination, drafting of transaction document, obtaining corporate approvals, statutory compliances, stakeholder coordination and successful completion of the transaction in accordance with applicable laws, Government Resolutions and corporate governance requirements. The detailed scope is based on the requirements outlined in the uploaded Scope of Work.

### **8.2 Detailed Scope of Services**

The selected Transaction Advisor shall perform the following services.

#### **A. Transaction Structuring and Advisory**

The Transaction Advisor shall:

- Study the existing shareholding structure, governance framework and constitutional documents of TCDAICL & TKC Garden Pvt. Ltd., from MAHAPREIT to MSRDC.
- Examine the Government Resolution(s), approvals and policy framework governing the proposed transfer.
- Develop the most appropriate transaction structure for transfer of majority shareholding.
- Advise MAHAPREIT on sequencing of activities and statutory requirements.
- Prepare a detailed transaction roadmap from initiation to completion.
- Identify regulatory approvals, statutory permissions and corporate actions required for successful implementation.

## **B. Legal Due Diligence**

The Transaction Advisor shall undertake comprehensive legal due diligence including:

- Review of Memorandum and Articles of Association.
- Examination of Shareholding Pattern.
- Verification of statutory registers.
- Review of Board and Shareholders' resolutions.
- Examination of project agreements.
- Review of EPC Contracts.
- Review of Consultancy Agreements.
- Review of Government Orders.
- Review of Financing Documents.
- Review of Project-related approvals.
- Identification of contractual restrictions.
- Identification of third-party approvals.
- Review of pending litigations.
- Review of arbitration matters.
- Review of notices.
- Identification of legal risks.

The Advisor shall prepare a Legal Due Diligence Report highlighting observations, risks and recommendations.

## **C. Financial Due Diligence**

The Advisor shall undertake financial due diligence including:

- Review of Audited Financial Statements.
- Review of Loans and Advances.
- Verification of Receivables.
- Verification of Liabilities.
- Verification of Fixed Assets.
- Review of Contingent Liabilities.
- Review of Project Expenditure.
- Review of Budgetary Commitments.
- Verification of Outstanding Claims.
- Review of Tax Position.
- Review of GST Compliance.
- Review of Accounting Policies.

The Advisor shall prepare a Financial Due Diligence Report identifying financial exposures, contingent liabilities and recommendations.

## **D. Valuation Coordination**

The Transaction Advisor shall:

- Prepare Terms of Reference for appointment of a Registered Valuer.
- Coordinate with the Registered Valuer.
- Assist in providing information required for valuation.
- Review valuation assumptions.
- Examine valuation methodology.
- Coordinate discussions between MAHAPREIT and the Registered Valuer.
- Assist in finalisation of valuation reports.

## **E. Drafting of Transaction Documents**

The Advisor shall draft, review and finalise:

- Share Purchase Agreement (SPA).
- Share Transfer Documents.
- Project Transfer Agreement (where required).
- Board Notes.
- Board Resolutions.
- Shareholders' Resolutions.
- Form SH-4.
- Corporate Authorisations.
- Management Transition Documents.
- Closing Documents.
- Conditions Precedent.
- Conditions Subsequent.
- Completion Memorandum.
- Legal Opinions (where required).

The Advisor shall also participate in negotiations with all stakeholders for finalisation of transaction documents.

## **F. Corporate and Regulatory Compliance**

The Advisor shall coordinate all statutory compliances including:

- Companies Act, 2013 compliances.
- ROC filings.
- MGT-14 filings.
- DIR-12 filings.
- Updating statutory registers.
- Transfer of Share Certificates.
- Appointment and cessation of Directors.
- Compliance relating to Government Companies.
- Any other statutory filing required for successful completion of the transaction.

## **G. Tax and Stamp Duty Advisory**

The Advisor shall:

- Advise on tax implications.
- Coordinate with tax experts wherever required.
- Examine capital gains implications.
- Examine GST implications.
- Advise on Maharashtra Stamp Duty.
- Recommend the most tax-efficient legally permissible transaction structure.

## **H. Transaction Closure Support**

The Advisor shall provide complete assistance until successful completion of the Assignment including:

- Coordination among MAHAPREIT.
- Coordination with TCDAICL& TKC Garden Pvt. Ltd., from MAHAPREIT to MSRDC.
- Coordination with MSRDC.
- Coordination with Government Departments.
- Coordination with Statutory Authorities.
- Participation in meetings.
- Presentations before Boards.
- Assistance in execution of documents.
- Assistance during signing and closing.
- Preparation of Closing Report.

## **9. KEY DELIVERABLES**

The Transaction Advisor shall submit, at a minimum, the following deliverables:

<b>Sr. No.</b>	<b>Deliverable</b>
	Transaction Structuring Report
	Detailed Transaction Roadmap
	Legal Due Diligence Report
	Financial Due Diligence Report
	Risk Assessment Report
	Scope for Registered Valuer
	Draft Share Purchase Agreement
	Draft Share Transfer Documents
	Draft Board Notes
	Draft Board Resolutions
	Shareholders' Resolutions
	ROC Forms

	Statutory Compliance Checklist
	Closing Documentation
	Transaction Completion Report

These deliverables align with the key outputs identified in the uploaded scope document.

## 10. COMPLETION SCHEDULE

The entire Assignment shall be completed within **3 months** from the date of issuance of the Letter of Award (LoA), subject to timely availability of records, approvals and information from the concerned stakeholders.

An indicative milestone schedule is as follows:

<b>Activity</b>	<b>Timeline</b>
Kick-off Meeting	7 Days
Collection of Documents	15 Days
Legal & Financial Due Diligence	15 Days
Transaction Structuring & Valuation Coordination	15 Days
Drafting of Agreements & Corporate Documents	15 Days
Finalisation of Documents & Board Support	7 Days
Closing Support & Submission of Final Report	15 Days

In the event of delays attributable to statutory authorities, Government approvals, or non-availability of requisite information, the timeline may be extended by MAHAPREIT without additional financial implications.

## 11. OBLIGATIONS OF THE TRANSACTION ADVISOR

The selected Advisor shall:

- Deploy qualified and experienced professionals for the Assignment.
- Maintain strict confidentiality of all information.
- Exercise due professional care and diligence.
- Ensure compliance with applicable laws and regulations.
- Keep MAHAPREIT informed of progress on a regular basis.
- Attend meetings with MAHAPREIT, TCDAICL& TKC Garden Pvt. Ltd., from MAHAPREIT to MSRDC and other stakeholders as required.
- Deliver all reports, drafts and Documents within the prescribed timelines.
- Continue to provide support until successful completion of the transaction and acceptance of all deliverables by MAHAPREIT.

## 12. ELIGIBILITY CRITERIA

The bidder shall satisfy the following minimum eligibility requirements. Documentary evidence shall be submitted along with the Technical Proposal. Failure to furnish the prescribed Documents may render the proposal non-responsive. The criteria below are adapted from the uploaded eligibility document.

Sr. No.	Eligibility Requirement	Documentary Evidence
1	The Firm/Company/LLP shall have been in continuous existence for at least <b>07 years</b> .	Certificate of Incorporation/Registration, PAN, constitutional documents, firm profile.
2	The bidder shall have at least <b>two Advocates with 10 years' post-qualification experience</b> associated with the firm.	Enrolment certificates, association letters (where applicable), KYC documents.
3	Experience of providing <b>Company Secretarial, Corporate Advisory or Transaction Advisory Services</b> for at least <b>three corporate entities or one PSU</b> involving corporate restructuring, share transfer, due diligence, valuation or similar assignments.	Work Orders/LOAs, Completion Certificates, Client Performance Certificates.
4	Average annual turnover of not less than <b>₹50 Lakhs</b> during FY 2022-23, FY 2023-24 and FY 2024-25.	CA Certificate with UDIN, Audited Financial Statements, Turnover certificate of last 03 Financial years (F.Y).
5	Experience of appearing in at least <b>25 matters before NCLT</b> during the last five years.	NCLT Orders, Vakalatnama/Authorisation, Self-certified Statement.
6	Functional offices in <b>three cities</b> , including one office in <b>Mumbai</b> .	Registration/Lease/Ownership documents, GST/Shop Act/UDYAM registration.
7	Joint Venture/Consortium of up to <b>two entities</b> permitted, with at least one member being a Law Firm.	JV Agreement, Power of Attorney, Roles & Responsibilities, Joint & Several Liability Declaration.

MAHAPREIT reserves the right to seek clarification or verify any credential submitted by the bidder.

### 13. TECHNICAL EVALUATION CRITERIA

Only bidders meeting the eligibility requirements shall be considered for technical evaluation.

The Technical Proposal shall be evaluated on a **100-mark** basis.

#### 13.1 Technical Evaluation Matrix

Sr. No.	Parameter	Sub-Parameter	Maximum Marks
A	<b>Relevant experience in transaction advisory, corporate restructuring, share transfer, mergers, SPVs and Government transactions</b>	Experience in Transaction Advisory Assignments	8
		Experience in Share Transfer / Mergers & Acquisitions / Corporate Restructuring	6
		Experience in SPV Formation / Restructuring / Transfer	5
		Experience in Government Transaction Advisory Assignments	6
		<b>Sub Total (A)</b>	<b>25</b>
B	<b>Experience with Government Companies / PSUs / State Government Projects</b>	Experience with Central Government Organizations	3
		Experience with State Government Organizations	4
		Experience with Government Companies / PSUs	5
		Experience with Urban Local Bodies / Development Authorities / SPVs	3
		<b>Sub Total (B)</b>	<b>15</b>

<b>Sr. No.</b>	<b>Parameter</b>	<b>Sub-Parameter</b>	<b>Maximum Marks</b>
<b>C</b>	<b>Qualifications and experience of the proposed Team Leader and Key Experts</b>	Team Leader – Qualification & Relevant Experience	7
		Corporate Lawyer	2
		Company Secretary	2
		Chartered Accountant / Financial Expert	2
		Tax / Regulatory Expert	2
	<b>Sub Total (C)</b>		<b>15</b>
<b>D</b>	<b>Methodology, Work Plan and Understanding of the Assignment</b>	Understanding of Assignment	4
		Methodology & Technical Approach	4
		Work Plan & Implementation Schedule	3
		Risk Management & Mitigation Strategy	2
		Reporting & Stakeholder Coordination	2
	<b>Sub Total (D)</b>		<b>15</b>
<b>E</b>	<b>Experience in NCLT Matters, Companies Act Compliance, Corporate Restructuring and Legal Drafting</b>	Experience in NCLT Matters	2
		Companies Act, 2013 Compliance	1
		Corporate Restructuring	1
		Drafting of Legal / Transaction Documents	1

Sr. No.	Parameter	Sub-Parameter	Maximum Marks
	<b>Sub Total (E)</b>		<b>5</b>
<b>F</b>	<b>Presentation / Interaction (if conducted by MAHAPREIT)</b>	Understanding of Assignment	5
		Proposed Transaction Strategy	5
		Technical Approach & Methodology	5
		Team Competence & Presentation Skills	5
		Response to Queries / Overall Interaction	5
	<b>Sub Total (F)</b>		<b>25</b>
	<b>Grand Total</b>		<b>100</b>

### Evaluation Note

1. Only bidders meeting the eligibility criteria shall be considered for Technical Evaluation.
2. The minimum qualifying score shall be **70 marks out of 100**.
3. Only technically qualified bidders shall be considered for opening of the Financial Proposal.
4. The Evaluation Committee may seek clarifications or conduct presentations wherever considered necessary.
5. The Committee's decision regarding the award of marks shall be final and binding.

### 13.2 Minimum Qualifying Marks

A bidder shall obtain **not less than 70 marks** out of 100 in the Technical Evaluation to qualify for opening of the Financial Proposal.

Financial Proposals of technically disqualified bidders shall remain unopened and shall be returned, where applicable.

## 14. FINANCIAL EVALUATION

Only the Financial Proposals of technically qualified bidders shall be opened.

The bidder shall quote a **single lump-sum professional fee**, inclusive of all professional charges, manpower costs, travel, documentation, meetings, stakeholder consultations and all incidental expenses, but exclusive of applicable GST.

No escalation in fees shall be permitted during the entire period of the Assignment.

L1' Qualified bidder will be awarded the work.

## 15. DISQUALIFICATION OF BIDS

A proposal shall be liable for rejection if:

1. It is received after the prescribed deadline.
2. It is incomplete or unsigned.
3. The bidder fails to satisfy the eligibility criteria.
4. Required documentary evidence is not submitted.
5. The Financial Proposal contains conditions or deviations.
6. False or misleading information is furnished.
7. The bidder is blacklisted or debarred by any Government authority.
8. A conflict of interest is established.
9. The bidder attempts to influence the evaluation process.
10. The proposal is not valid for the prescribed bid validity period.

MAHAPREIT may reject any or all proposals without assigning any reason, and its decision shall be final and binding.

## 16. PERFORMANCE SECURITY

The successful bidder shall furnish a **Performance Security equivalent to 5% of the Contract Value** in the form of an unconditional Bank Guarantee from a Nationalised/Scheduled Commercial Bank within **7 days** of issuance of the Letter of Award.

The Performance Security shall remain valid until **60 days after successful completion and acceptance of all deliverables**.

## 17. BID VALIDITY

The proposal submitted by the bidder shall remain valid for **90 (Ninety) days** from the last date of submission.

MAHAPREIT may request an extension of bid validity. In such case the validity shall be extended by mutually agreed duration.

## 18. Definitions

Unless the context otherwise requires, the following expressions shall have the meanings assigned to them:

- **"Authority" / "Client"** means Mahatma Phule Renewable Energy and Infrastructure Technology(MAHAPREIT).
- **"Advisor" / "Consultant" / "Transaction Advisor"** means the successful bidder appointed pursuant to this RFQ cum RFP.
- **"Assignment"** means the professional services relating to the transfer of shareholding of TCDAICL & MAHAPREIT's share in TKC Garden Pvt Ltd., to MSRDC.
- **"Contract"** means the Agreement executed between MAHAPREIT and the Transaction Advisor.
- **"Effective Date"** means the date of execution of the Contract Agreement or such other date as specified in the Letter of Award.
- **"Deliverables"** means all reports, opinions, drafts, agreements, presentations, filings, and other outputs to be submitted by the Advisor.
- **"Applicable Law"** means all statutes, rules, regulations, notifications, Government Resolutions and judicial decisions in force in India and the State of Maharashtra.

## 19. Appointment

MAHAPREIT plans to appoints the selected Transaction Advisor to provide professional advisory services for the Assignment described in this RFQ cum RFP.

The Transaction Advisor accepts the appointment and agrees to perform the Assignment with due professional care, skill, diligence and in accordance with the terms of the Contract.

## 20. Commencement of Services

The Assignment shall commence from the date specified in the Letter of Award or the Agreement, whichever is earlier.

The Advisor shall mobilize its team immediately upon receipt of the Letter of Award and commence work without delay.

## 21. Duration of Assignment

The Assignment shall be completed within **3 Months** from the date of commencement, unless extended by MAHAPREIT in writing due to reasons beyond the control of the Advisor.

## 22. Obligations of MAHAPREIT

MAHAPREIT shall:

- Provide access to all available records, documents and information relevant to the Assignment.
- Nominate a Nodal Officer for coordination.

- Facilitate meetings with TCDAICL & TKC Garden Pvt. Ltd., from MAHAPREIT to MSRDC and other stakeholders.
- Review deliverables within a reasonable time.
- Make payments in accordance with the Contract.
- Extend necessary administrative support.

MAHAPREIT shall not be responsible for delays arising from statutory authorities or third parties.

### **23. Obligations of the Transaction Advisor**

The Transaction Advisor shall:

- Perform the Assignment in accordance with applicable laws and professional standards.
- Deploy qualified personnel throughout the Assignment.
- Maintain confidentiality of all information.
- Exercise due diligence and reasonable care.
- Submit deliverables within agreed timelines.
- Attend meetings and presentations whenever required.
- Coordinate with MAHAPREIT, TCDAICL & TKC Garden Pvt. Ltd., from MAHAPREIT to MSRDC, MSRDC, Registered Valuers, Chartered Accountants and other consultants.
- Promptly inform MAHAPREIT of any matter affecting the Assignment.

### **24. Standard of Performance**

The Advisor shall exercise the highest degree of professional competence, integrity, independence and diligence expected from an experienced Transaction Advisory firm.

The Advisor shall always act in the best interests of MAHAPREIT and avoid any conduct that may prejudice the Assignment.

### **25. Key Personnel**

The Transaction Advisor shall deploy an appropriate multidisciplinary team, which may include:

- Team Leader / Transaction Expert
- Corporate Lawyer
- Company Secretary
- Chartered Accountant
- Financial Expert
- Registered Valuer (where applicable)
- Tax Expert
- Support Professionals

The Team Leader shall remain the single point of contact with MAHAPREIT. The details shall be furnished in Annexure enclosed.

## **26. Replacement of Key Personnel**

No key professional proposed in the Technical Proposal shall be replaced without prior written approval of MAHAPREIT.

Any replacement shall possess qualifications and experience equal to or better than the original professional.

## **27. Performance Security**

The successful bidder shall furnish a Performance Security equal to **5% of the Contract Value** within seven (7) days from issuance of the Letter of Award.

The Performance Security shall remain valid until sixty (60) days beyond successful completion of the Assignment.

Failure to furnish the Performance Security may result in cancellation of the award.

## **28. Payment Terms**

Payments shall be made against achievement of milestones as follows:

<b>Milestone</b>	<b>Percentage</b>
Submission and acceptance of Transaction Structuring Report and Due Diligence Report	30%
Submission of Draft Agreements, Board Notes, Resolutions and Valuation Coordination	40%
Successful completion of transaction, statutory compliances and acceptance of Final Report	30%

Applicable Taxes shall be paid/deduct at prevailing rates.

Payments shall ordinarily be released within **30 days** from submission of complete invoices and acceptance of deliverables.

## **29. Taxes and Duties**

The quoted professional fee shall be inclusive of all taxes, duties, levies, travel, boarding, lodging, documentation and incidental expenses, except GST, which shall be reimbursed at applicable rates subject to production of valid tax invoices.

The Advisor shall be responsible for payment of all taxes applicable to it under law.

## **30. Confidentiality**

The Advisor shall treat all information, documents, records, financial statements, transaction documents, Board papers and other material received during the Assignment as strictly confidential.

The Advisor shall not disclose such information to any third party without the prior written consent of MAHAPREIT, except where disclosure is required by law or by order of a competent authority.

The confidentiality obligation shall survive termination or completion of the Contract for a period of **five (5) years**.

### **31. Conflict of Interest**

The Advisor shall disclose any actual, potential or perceived conflict of interest at the time of submission of the proposal and throughout the duration of the Assignment.

The Advisor shall not undertake any assignment that would adversely affect its independence or impartiality in relation to this Assignment.

Failure to disclose a conflict of interest shall constitute a material breach of the Contract.

### **32. Intellectual Property Rights**

All reports, studies, opinions, notes, presentations, agreements, filings, databases, drawings, working papers and other deliverables prepared by the Advisor under the Contract shall become the exclusive property of MAHAPREIT.

The Advisor shall not use or reproduce any deliverable for any purpose without prior written approval of MAHAPREIT.

### **33. Indemnity**

The Advisor shall indemnify and keep indemnified MAHAPREIT, its officers and employees against any loss, claim, damage, liability, penalty, cost or expense arising out of:

- negligence;
- wilful misconduct;
- breach of contractual obligations;
- infringement of intellectual property rights; or
- violation of applicable laws by the Advisor.

### **34. Limitation of Liability**

Except in cases of fraud, wilful misconduct, gross negligence or breach of confidentiality, the aggregate liability of the Advisor under the Contract shall not exceed the total Contract Value.

This limitation shall not apply to third-party claims arising from infringement of intellectual property rights or statutory violations.

## **35. Force Majeure**

### **35.1 Definition**

For the purpose of this Contract, "Force Majeure" means any event or circumstance beyond the reasonable control of either Party which prevents or delays performance of contractual obligations, including but not limited to:

- Natural disasters (earthquakes, floods, cyclones, lightning)
- Fire
- Epidemics or pandemics
- War or armed conflict
- Terrorist acts
- Civil unrest or riots
- Government embargoes
- Court injunctions
- Changes in law preventing execution of the Assignment
- Any other event beyond the reasonable control of the Parties.

### **35.2 Notice**

The affected Party shall notify the other Party in writing within **7 days** of occurrence of such event.

### **35.3 Suspension of Obligations**

Performance obligations affected by Force Majeure shall remain suspended during the continuance of such event.

### **35.4 Termination due to Force Majeure**

If the Force Majeure event continues for more than **60 days**, either Party may terminate the Contract without liability.

## **36. Suspension of Services**

MAHAPREIT may instruct the Transaction Advisor to suspend all or part of the Assignment due to administrative, financial, legal or Government directions.

During such suspension:

- the Advisor shall protect all work already completed;
- no confidential information shall be disclosed;
- the Advisor shall resume services immediately upon written instructions.

Where suspension exceeds **30 days**, suitable extension of time may be granted.

## **37. Termination**

### **37.1 Termination for Convenience**

MAHAPREIT may terminate the Contract at any time by giving **15 days' written notice**.

The Advisor shall be entitled to payment for satisfactorily completed work up to the date of termination.

### **37.2 Termination for Default**

MAHAPREIT may terminate the Contract immediately if the Advisor:

- fails to perform contractual obligations;
- commits material breach of Contract;
- becomes insolvent;
- submits false information;
- indulges in fraud or corruption;
- breaches confidentiality obligations;
- abandons the Assignment.

### **37.3 Termination by the Advisor**

The Advisor may terminate the Contract upon **30 days' written notice** if MAHAPREIT:

- fails to make undisputed payments within **60 days** after they become due; or
- substantially prevents performance of the Assignment without reasonable cause.

### **37.4 Consequences of Termination**

Upon termination:

- all reports and deliverables prepared up to the termination date shall be handed over to MAHAPREIT;
- confidential documents shall be returned;
- payments shall be settled for satisfactorily completed services;
- Performance Security shall be released after adjustment of recoverable dues.

## **38. Record Keeping and Audit**

The Advisor shall maintain complete records relating to the Assignment, including correspondence, working papers, reports and supporting documents, for a period of **five (5) years** from completion of the Assignment.

MAHAPREIT or any authority authorised by it shall have the right to inspect such records during normal business hours upon reasonable notice.

## **39. Assignment and Sub-contracting**

The Advisor shall not assign, transfer or subcontract the whole or any substantial part of the Assignment without prior written approval of MAHAPREIT.

Approval of a subcontractor shall not relieve the Advisor of its obligations under the Contract.

#### **40. Relationship of Parties**

Nothing contained in the Contract shall be construed as creating:

- employer–employee relationship;
- partnership;
- joint venture;
- agency,

between MAHAPREIT and the Advisor.

The Advisor shall act as an independent professional consultant.

#### **41. Amendments**

No amendment or modification of the Contract shall be valid unless made in writing and signed by duly authorised representatives of both Parties.

#### **42. Waiver**

Failure by either Party to enforce any provision of the Contract shall not constitute waiver of that provision or any other contractual right.

#### **43. Severability**

If any provision of the Contract is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

#### **44. Dispute Resolution**

The Parties shall endeavour to resolve any dispute arising out of the Contract amicably through mutual discussions.

If the dispute remains unresolved within **30 days**, it shall be referred to the Managing Director, MAHAPREIT, and the authorised representative of the Advisor for resolution. The decision of MD MAHAPREIT shall be final & binding on all the stake holders.

#### **45. Governing Law**

The Contract shall be governed by and construed in accordance with the laws of India.

Subject to the arbitration clause, the courts at **Mumbai, Maharashtra** shall have exclusive jurisdiction.

#### **46. Notices**

All notices under the Contract shall be in writing and delivered by:

- Registered Post;

- Speed Post;
- Recognised Courier;
- Hand Delivery with acknowledgement; or
- Official Email.

A notice shall be deemed received:

- on the date of delivery, if delivered by hand;
- on the date recorded by the postal or courier agency; or
- on the date of transmission, if sent by email during business hours.

#### **47. Survival**

The following provisions shall survive completion or termination of the Contract:

- Confidentiality
- Intellectual Property
- Indemnity
- Limitation of Liability
- Record Retention
- Dispute Resolution
- Arbitration
- Governing Law

#### **48. Entire Agreement**

The Contract, together with the RFQ cum RFP, Corrigendum, Clarifications, Letter of Award, Technical Proposal, Financial Proposal and subsequent written amendments, shall constitute the entire agreement between the Parties and supersede all prior communications relating to the Assignment.

#### **49. Acceptance**

Submission of a Proposal shall constitute unconditional acceptance of all terms and conditions contained in this RFQ cum RFP.

## **ANNEXURES**

### **ANNEXURE-I**

#### **LETTER OF SUBMISSION**

(On Bidder's Letterhead)

**Date:**

To,

The Managing Director

**Mahatma Phule Renewable Energy and Infrastructure Technology (MAHAPREIT)**

**Subject:** Submission of Proposal for Appointment of Transaction Advisor for Transfer of Shareholding of TCDAICL & MAHAPREIT's share TKC Garden Pvt. Ltd. ,to MSRDC.

Respected Sir,

Having examined the Request for E-tender (RFQ cum RFP), we hereby submit our Technical Proposal and Financial Proposal for the above Assignment.

We confirm that:

- We satisfy all eligibility requirements.
- We have examined all terms and conditions of the RFQ cum RFP.
- Our proposal shall remain valid for 90 days.
- We accept all provisions of the RFQ cum RFP without any deviation.
- We have not been blacklisted by any Government Department or Public Sector Undertaking.
- The information submitted is true and correct.

Yours faithfully,

Authorized Signatory

## ANNEXURE-II

### TECHNICAL PROPOSAL

#### A. Particulars of Bidder

Particular	Details
Name of Firm	
Constitution	
Date of Incorporation	
CIN/LLPIN	
PAN	
GSTIN	
Registered Office	
Branch Offices	
Telephone, Mobile	
Email	
Website	
Authorized Representative	

#### B. Brief Profile

The bidder shall provide:

- Organizational profile
- Core business
- Experience
- Areas of specialization
- Professional strength
- Office locations

## **ANNEXURE–III**

### **EXPERIENCE OF THE BIDDER**

**Sr. No. Name of Client Nature of Assignment Value Year Status**

Attach:

- Work Orders
- Completion Certificates
- Client Certificates

**ANNEXURE-IV**

**DETAILS OF SIMILAR ASSIGNMENTS**

**Project Client Scope Value Completion Date**

## **ANNEXURE-V**

### **PROPOSED TEAM**

<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Experience</b>	<b>Role</b>

### **CV FORMAT**

- Name
- Designation
- Qualification
- Membership Number
- Experience
- Relevant Assignments
- Current Employer
- Declaration
- Signature

**ANNEXURE-VI**

**FINANCIAL PROPOSAL**

(On Financial Bid Letterhead)

**Lump Sum Professional Fee**

<b>Particular</b>	<b>Amount (₹)</b>
Professional Fee	
GST	Extra
Total	

We confirm that the above fee includes all manpower, travel, documentation, meetings and incidental expenses.

Authorized Signatory

## ANNEXURE-VII

### DOCUMENT CHECKLIST

<b>Document</b>	<b>Submitted</b>
Cover Letter	
Technical Proposal	
Financial Proposal	
PAN	
GST Registration	
Certificate of Incorporation	
MOA/AOA	
Experience Certificates	
Turnover Certificate	
Audited Accounts	
Advocate Enrolment Certificates	
Office Proof	
JV Documents	
Power of Attorney	
Declarations	

## **ANNEXURE–VIII**

### **DECLARATION REGARDING BLACKLISTING**

We hereby declare that:

- We have not been blacklisted by any Central Government Department.
- We have not been blacklisted by any State Government.
- We have not been debarred by any PSU.
- No criminal proceedings involving moral turpitude are pending against the Firm.

Authorized Signatory

**ANNEXURE-IX**

**CONFLICT OF INTEREST DECLARATION**

We certify that neither the Firm nor any of its Partners, Directors or Key Personnel has any conflict of interest which may affect impartial performance of the Assignment.

Authorized Signatory

**ANNEXURE-X**

**POWER OF ATTORNEY**

A standard Power of Attorney authorizing the signatory to submit the Proposal, execute the Contract and represent the Bidder before MAHAPREIT.

## **ANNEXURE–XII**

### **DRAFT CONTRACT AGREEMENT**

This Agreement shall include:

1. Parties
2. Recitals
3. Scope of Services
4. Contract Price
5. Payment Terms
6. Performance Security
7. Obligations of Parties
8. Confidentiality
9. Intellectual Property
10. Indemnity
11. Limitation of Liability
12. Force Majeure
13. Termination
14. Arbitration
15. Governing Law
16. Notices
17. Signatures