



Maharashtra Institution for Transformation

Provision of Legal Services for Infrastructure Projects at the State Level

Request for Empanelment No.

**Public Private Partnership Cell
Maharashtra Institution for Transformation (MITRA),
Department of Planning,
Government of Maharashtra**

GOVERNMENT OF MAHARASHTRA

Maharashtra Institute of Transformation (MITRA)

Mumbai

Date:14.10.2025

REQUEST FOR QUALIFICATION

The Public Private Partnership Vertical (PPP Cell) at MITRA invites applications from qualified law firms for empanelment to provide specialized legal services for PPP projects across various sectors. Empaneled firms will assist in drafting bid documents, model concession agreements, reviewing documents, and other legal services to enhance project bankability. This will enable Sponsoring Departments/Agencies to appoint law firms without cumbersome procurement processes. Empanelment will follow a selection process as outlined in the Request for Empanelment (RFQ) document, available for download from <https://mahamitra.org/> “Tenders” starting.

Name of Work	Tender Notice No	Tender Fee
Request for Empanelment of Law Firms	MITRA/C.R.PPP-222/2025	INR 20,000/- + GST

Applications must be submitted in a single envelope, as per the prescribed format, by 1500 hours on 3rd November 2025, following the prescribed format on E-Procurement portal of Government of Maharashtra i.e. mahatenders. All communications should be addressed to the Head, PPP Cell at sectorhead.infrastructure@mahamitra.org.

sd/-
Joint Chief Executive Officer,
Maharashtra Institution for Transformation (MITRA)

Disclaimer

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of MITRA or any of its divisions or its employees or advisers (hereinafter collectively “**MITRA**”), is provided to applicants on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement or an offer by MITRA to prospective applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their applications pursuant to this RFQ. This RFQ includes statements, which reflect various assumptions and assessments arrived at by MITRA in relation to the empanelment. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFQ may not be appropriate for all people, and it is not possible for MITRA to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MITRA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

MITRA makes no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way in this selection process.

MITRA also accepts no liability of any nature whether resulting from negligence or

otherwise, howsoever caused, arising from reliance of any applicant upon the statements contained in this RFQ.

MITRA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFQ.

The issue of this RFQ does not imply that MITRA is bound to select an applicant or to appoint the selected applicant(s), as the case may be, for empanelment and MITRA reserves the right to reject all or any of the applications without assigning any reasons whatsoever.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MITRA or any other costs incurred in connection with or relating to its application. All such costs and expenses will remain with the applicant and MITRA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the application, regardless of the conduct or outcome of the selection process.

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Government of Maharashtra
MITRA

REQUEST FOR EMPANELMENT

Maharashtra Institution for Transformation (MITRA)
5th Floor, Nirmal Building,
Nariman Point,
Mumbai – 400021
Maharashtra, India

Dated: 14.10.2025

Subject: - Empanelment of Law Firms

Background

1. Public Private Partnership Vertical (the “**PPP Cell**”) at MITRA keeps advising on concession documents for Public Private Partnership (PPP) projects for various sectors; reviews and appraises projects taken up under PPP mode/public funding by Government Departments. The PPP projects require specialized legal services to draft concession agreements. It has been observed that most of the Sponsoring Departments/ Agencies (SD/A) appoint transaction advisors only who may or may not have specialized legal services. The Government of Maharashtra directed MITRA, to form a panel of Qualified law firms who have extensive experience and knowledge of such work and who can help Departments/ Agencies concession agreements which improves the bankability of the projects. This would facilitate Departments/ Agencies to appoint the law firm as per the requirement of the projects without going through the cumbersome procurement process.
2. Accordingly, MITRA invites applications from law firms which have experience in the Scope of Work. The selection for empanelment would be through an open competitive process in accordance with the procedure set out in this RFQ.

Validity of the Application

3. The application shall be valid for a period of not less than 90 (ninety) days from the Application Due Date (provided under Clause 50).

Job Requirement

4. As per detailed Terms of Reference at Schedule – I.

Applicant

5. The applicant is to be a reputed law firm and shall apply individually as a single entity/sole firm (the “**Applicant**”). No consortiums shall be allowed to apply under this RFQ.

Conditions of Eligibility

6. To be considered for empanelment, the Applicant must fulfill the following conditions of eligibility:

(A) **Technical Capacity:** The Technical Capacity requirement for an Applicant for empanelment: the Applicant shall be a sole proprietorship firm or a partnership firm or LLP having valid registration/license to practice law in India from the Bar Council of India and must have minimum 10 Eligible assignments and the Key Personnel as specified below.

Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the applications under this RFQ, advisory/ consultancy assignments granted by the government, , for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (i) An infrastructure project undertaken through PPP in India and having an estimated capital cost (excluding land) of at least Rs. 500 (five hundred) Crore (the “**PPP Projects**”); or
- (ii) The Applicant should have acted as the government’s (or its instrumentalities) legal counsel where the government (or its instrumentality) is the borrower/sponsor for financing (either term loan, working capital and/or bond issuances) raised of at least Rs. 500 Crore; or
- (iii) Privatization or disinvestment of government owned companies in India involving transfer of management control to a private sector entity where the financial transaction involves a payment of at least Rs. 500 (five hundred) Crores such transfer (the “**Disinvestment Projects**”).

(B) **Financial Capacity:** The Applicant should have minimum annual average turnover of Rs. 25 (twenty-five) Crores during the last three financial years preceding the Application Due Date. For the avoidance of doubt, professional fees hereunder refer to fees received by the

Applicant for providing legal advisory or consultancy services to its clients and shall not include any amounts received by way of reimbursement or fee for payment to external counsels, senior advocates or external professional retained by the Applicant for its clients.

(C) **Availability of Key Personnel:** The Applicant shall offer and make available all key personnel meeting the requirements specified in Sub-clause (D) below (the “**Key Personnel**”). The said Key Personnel will continue to be available during the period of empanelment. In the event of any such Key Personnel leaving the Applicant selected under this RFQ during the empanelment period, he/she shall be replaced by a person with at least equivalent or better qualifications and experience.

(D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Team Leader	Bachelor of laws or equivalent	Experience of minimum 15 years	He / She should have minimum 15 (fifteen) years’ experience as a lawyer licensed to practice in India, and He / She should have led the legal teams for not less than 3 (three) Eligible Assignments.
Legal Expert	Bachelor of laws or equivalent	Experience of minimum 10 years	He / She should have minimum 10 (ten) years’ experience as a lawyer licensed to practice in India, and He / She should have worked as an Associate Lawyer on not less than 2 (two) Eligible Assignments.

(E) **Agreement to approved fee:** For assignments during empanelment, the approved fee is annexed herewith at Schedule - II (the “**Approved Fee**”). For consideration under this RFQ,

the Applicant shall agree with the Approved Fee.

Duration

7. Applicant(s) selected under this RFQ (the “**Selected Applicant**”) will be empaneled for an initial period of 3 (three) years. This term can be extended for a further period of 2 (two) years at the sole discretion of MITRA, depending on the quality of the services provided / requirements of sponsoring department / agency.

Brief Description of the selection process

8. Applicant in agreement with the Approved Fee may submit its application in accordance with this RFQ (the “**Application**”).
9. Applicants may seek clarifications on the RFQ document by sending queries addressed to Ajay Saxena, Sector Head (Infrastructure) and Head PPP cell, e-mail ID: sectorhead.infrastructure@mahamitra.org. Last date for receipt of queries/clarifications by MITRA will be as per clause no 50. The dates captured in this RFQ have been tabulated under the schedule of selection process provided in clause 50.
10. A single-stage selection process will be adopted in evaluating the application received including an evaluation of the Applicant in accordance with the terms set out in this RFQ.

Criteria for Evaluation of Conditions of Eligibility

11. The Application will be *inter alia* evaluated based on the experience of the Applicant. The scoring criteria to be used for the evaluation shall be as follows:

Criteria	Marks	Details
Experience and Financial Capacity of the Applicant	100	6 marks for each eligible assignment with 60 being the maximum. 10 marks for Turnover 30 marks for presentation of application to the committee

12. Only the Applicants whose applications score 70 marks or more out of 100 shall qualify for empanelment subject to them meeting the other required terms and conditions.

Submission of Applications

13. The Application shall be signed by the Managing Partner of the Applicant. There shall be no alterations, omissions, additions, or any other amendments made to the Application once submitted, except to the extent provided in clauses 44 and 45.
14. While submitting the Application, the Applicant shall ensure that it meets all the Conditions of Eligibility.
15. If an Applicant makes an averment regarding his / her qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after submission of the Application, he shall be debarred for any future assignment of MITRA for a period of 5 (five) years.
16. In case it is found during the evaluation or at any time before issue of the letter of empanelment pursuant to this RFQ (the “**Letter of Empanelment**” or the “**LOE**”) that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed. If the Applicant has already been issued the LOE, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by communication in writing by MITRA without MITRA being liable in any manner whatsoever to the Applicant.
17. MITRA reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Failure of MITRA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of MITRA thereunder.
18. In case the Application is submitted on the document downloaded from MITRA’s official website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by MITRA on its website <https://mahamitra.org/> and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded version of the RFQ and the original RFQ issued by MITRA, the latter shall prevail.
19. The completed Application must be uploaded on or before the specified time on the Application Due Date as per clause 22. Applications submitted by any other means including by post, fax, telex, telegram or e-mail shall not be entertained.

20. Applicants shall submit the Application along with all the required annexures in the formats at Appendix - I. All annexures to the Application must be provided on separate sheets of paper and only information that is directly relevant should be provided.
21. The Approved Fee provided herein shall not be revised throughout the period of empanelment.

Application Due Date & Submission of Application

22. Applicants may upload their applications in the enclosed formats provided under Appendix – I herein on Maharashtra e-Tendering Portal – <https://Mahatenders.com> on or before due date as specified in clause no 50, through online applicant enrollment“ on the said portal, and submission against the RFQ titled RFQ for Empanelment of Law Firms, MITRA

Late Applications

23. Applications received by MITRA after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.
24. Any alteration / modification in the Application or additional information or material supplied after the Application Due Date, unless the same has been expressly sought for by MITRA, shall be disregarded.

Evaluation Process

25. The MITRA shall open the Applications received as per clause no 50, at the place specified hereunder, in the presence of the Applicants who choose to attend:

**Maharashtra Institution for Transformation (MITRA), 5th Floor, Nirmal Building,
Nariman Point, Mumbai – 400021, Maharashtra, India**

26. Prior to evaluation of Applications, MITRA will determine whether each Application is responsive to the requirements of the RFQ. A Application shall be considered responsive only if:
 - (a) it is received in the specified format.
 - (b) it is received by the Application Due Date including any extension thereof.
 - (c) it contains all the information (complete in all respects) as requested in the RFQ.
 - (d) it does not contain any condition or qualification; and

- (e) it is not non-responsive in terms hereof.
27. MITRA reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MITRA in respect of such Applications.
 28. The MITRA would subsequently examine and evaluate the Applications in accordance with the terms of this RFQ.
 29. The MITRA will not entertain any query or clarification from Applicants who fail to qualify at any stage of selection process.

Clarifications

30. To facilitate evaluation of s, MITRA may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by MITRA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Applicant does not provide clarifications sought above within the specified time, its Application shall be liable to be rejected. In case the Application is not rejected, MITRA may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding.

Right to reject any or all Applications

31. Notwithstanding anything contained in this RFQ, MITRA reserves the right to accept or reject any Application or to annul the selection process and/or reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
32. MITRA reserves the right to reject any Application if:
 - (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Applicant does not provide, within the time specified by MITRA, the supplemental information sought by MITRA for evaluation of the Application.

Empanelment

33. After qualification, a Letter of Empanelment (LOE) shall be issued, in duplicate, by MITRA to the Selected Applicant(s). The Selected Applicant(s) shall, within 7 (seven) days of receipt of the LOE, sign and return the duplicate copy of the LOE to MITRA in

acknowledgement and acceptance thereof. Subsequent to this, MITRA will issue the Office Order with the terms and conditions of empanelment and circulate to all the Departments / Agencies.

Payments

34. Sponsoring department / agency shall cause the payment due to the law firm empaneled hereunder (the “**Law Firm**”) to be made within 30 (thirty) days after the receipt by sponsoring department / agency of duly completed invoice with necessary/required particulars.
35. All payments shall be made to the bank account of the Law Firm
36. No advance payment shall be admissible.

Proprietary data

37. All documents and other information provided by MITRA or submitted by an Applicant to MITRA shall remain or become the property of MITRA. Applicants are to treat all information as strictly confidential. All information collected, analyzed, processed or in whatever manner provided by the Law Firm to MITRA in relation to the assignment shall be the property of MITRA.

Selection of firm from the Panel

38. The Sponsoring department / agency will invite the proposal on lowest cost basis from among the Law firms Empanelled by MITRA.

Maximum Fees that maybe charged

39. MITRA has defined the maximum fee (Schedule II) that can be charged by the selected law firm depending upon the category of projects as defined by the **Sponsoring department / agency**

Amendment of RFQ

40. At any time prior to the deadline for submission of the Application, MITRA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ document by the issuance of addendum/amendment and posting it on MITRA’S official website along with the revised RFQ containing the amendments and will be binding on all Applicants.

41. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, MITRA may, in its sole discretion, extend the Application Due date.

Fraud and Corrupt Practices

42. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFQ, MITRA shall reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the selection process. In such an event, MITRA shall, without prejudice to its any other rights or remedies, disqualify the Applicant from this selection process.
43. Without prejudice to the rights of MITRA under clause 46 hereinabove, if an Applicant is found to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices during the selection process, or after the issue of the LOE, such Applicant shall not be eligible to participate in any tender or RFQ issued by MITRA during a period of 2 (two) years from the date such Applicant is found to have directly or through an agent, engaged or indulged in any Prohibited Practices.
44. For the purpose of clarity, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MITRA who is or has been associated in any manner, directly or indirectly with the selection process or has dealt with matters concerning the LOE or arising therefrom, before or after the issue of LOE, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MITRA, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOE, any person in respect of any matter relating to the empanelment hereunder or the LOE, who at any time has been or is a legal, financial or technical consultant/ adviser of MITRA in relation to any matter concerning the empanelment;

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process.
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process.
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by MITRA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the selection process.

Confidentiality

- 45. Information relating to the examination, clarification, evaluation and recommendation for the Applicants shall not be disclosed to any person, not officially concerned with the process. MITRA will treat all information submitted as part of a Application in confidence and will insist that all, who have access to such material, treat it in confidence. MITRA will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure or due to statutory compliances

Conflict of Interest

- 46. An Applicant shall not have a conflict of interest that may affect the selection process or the empanelment and the services to be provided during the empanelment period (the **“Conflict of Interest”**).
- 47. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the selection process, if:
 - (a) the Applicant, or Associates and any other Applicant, or Associate have common controlling shareholders or other ownership interest; or
 - (b) such an Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (c) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(d) such an Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

(e) There is a conflict among this and other assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Applicant will depend on the circumstances of each case. While providing services to Sponsoring Department/ Agency, the Law Firm shall not take up any assignment that by its nature will result in conflict with the services to be provided to respective Sponsoring Department/ Agency.

48. The Law Firm would at all times during the term of the empanelment, provide professional, objective, and impartial advice, and at all times hold Sponsoring Department/ Agency's interest paramount, avoid conflicts with other assignments from other clients, or its own interests, and act without any consideration for future work. The Law Firm shall not accept or engage in any assignment from Sponsoring Department/ Agency that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Sponsoring Department/ Agency.

Miscellaneous

49. The empanelment process shall be governed by, and construed in accordance with, the laws of Maharashtra and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this RFQ.

Schedule of Selection Process

50. MITRA would endeavour to adhere to the following schedule:

	Event Description	Date
1.	Last date for receiving queries/clarifications	20 th October, 2025 upto 1100 hrs
2.	Pre-Application Conference	20 th October, 2025 at 1300 hrs
3.	Application Due Date or PDD	03 rd November, 2025 upto 1500 hrs

4.	Opening of Applications	04 th November, 2025 at 1500 hrs
5.	Letter of Empanelment (LOE)	Within one month of PDD
6.	Validity of Applications	90 days of PDD

For any further clarification please communicate with Mr. Ajay Saxena, Field Expert and Head PPP Cell, MITRA at sectorhead.infrastructure@mahamitra.org

Schedule I – Terms of Reference

1. The Law Firm would undertake drafting of concession agreements, either based or not, on an existing model concession agreement or in a new sector on a new model in accordance with applicable laws and guidelines.
2. The Law Firm would undertake a detailed desk review of the concession if already prepared by Sponsoring Department / Agency in accordance with the applicable laws and guidelines.
3. The Law Firm would suggest amendments to specific articles/clauses for safeguarding the interest of the Government/ statutory entity and the users, as the case may be, and conforming to the applicable laws and guidelines.
4. The Law Firm would suggest alternative formulations, wherever necessary, for specific articles/clauses with the purpose of establishing that concession agreements/ other agreements are in accordance with best practices and applicable laws.
5. The Law Firm should ensure that the concession agreements/ other agreements allocate legal, financial and other risks in such a fashion that the Government or statutory entity granting the concession or awarding the project does not at a future date become liable to pay compensation or damages for any unintended/unidentified risk. In the unlikely event that such a liability arises, the Law Firm shall suggest provisions that safeguard public interest including the interests of users of the infrastructure under the concession agreement.
6. The Law Firm would suggest provisions that would ensure that the agreements are in line with the best global practices, and that such agreements when operationalized shall attract the required amount and quality of investment at reasonable cost and risk levels.
7. The Law Firm will advise on specific issues referred to them by Sponsoring Department / Agency.
8. The Law Firm shall be deemed to have given an undertaking to Sponsoring Department / Agency declaring that it shall have no conflict of interest in advising on each assignment.
9. The Law Firm will be required to submit the assignment given to them by Sponsoring Department / Agency in the manner (including holding conferences at Sponsoring Department / Agency office) and within the timeline

specified by Sponsoring Department / Agency.

10. The Law Firm shall make suitable arrangements for the safe custody of materials provided for the work assigned and shall hand them over to the Sponsoring Department / Agency after completion of the work.
11. The Law Firm shall send the details of all the projects they are working on/ completed on Quarterly basis to PPP Cell of MITRA

Schedule – II

Maximum Approved Fee

Category of Assignment	Assignment work	Fee* (in Rs.)
Category A	For draft Concession Agreement based on a Model Concession Agreement(s).	5.00 Lakhs + GST
Category B	For draft Concession Agreement not based on any sector-specific Model Concession Agreement	10.00 Lakhs + GST
Category C	For draft Concession Agreement in a new sector or on a new model	10.0 Lakhs + GST

*Subject to applicable tax deduction. The fees mentioned can be increased for complex projects/assignments and projects/assignments where the work of the legal adviser is required for more than 2 months.

APPENDIX I

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,
The Jt. CEO MITRA,,
5th Floor, Nirmal Building,
Nariman Point,
Mumbai – 400021
Maharashtra, India
Dated:

Dear Sir,

Sub: Empanelment of the Law Firm

I, _____ (Applicant's name) herewith enclose the Application for above.

I agree that this offer shall remain valid for a period of 90 (ninety) days from the Application Due Date or such a further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Applicant)

Note: The Application is to be submitted strictly as per forms given in the RFQ.

APPENDIX - I
Form-2 - Financial Capacity of the Applicant

S. No.	Financial Year	Annual Revenue (Rs. /USD)
1.		
2.		
3.		
<p>Certificate from the Statutory Auditor^s</p> <p>This is to certify that..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.</p> <p style="text-align: center;">(Signature, name and designation of the authorized signatory)</p> <p>Date: _____ Name and seal of the audit firm</p>		

^s In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note:

1. Please do not attach any Annual Financial Statement.

APPENDIX - I

Form-3 – Abstract of Eligible Assignments of the Applicant and Areas of Experience#

S.No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. Crore/ US\$ Million)	Professional Fee## received by the Applicant (in Rs. Lakhs/Crores)£
(1) ^{££}	(2)	(3)	(4)	(5)
1				
2				
3				
4				
	Areas of Experience:			

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Exchange rate should be taken as Rs. 88 per US \$ for converting to Rupees.

£ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFQ. For example, it may state: “Above Rs. 5 (five) Lakhs” in respect of an empanelment.

££ The names and chronology of the projects included here should conform to the project-wise details submitted in Form 6 of Appendix – I.

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm

§ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX - I
Form-4 Eligible Assignments of Applicant^{\$}

Name of Applicant:	
Name of the Project:	
Nature of Assignment (PPP/Financing to the government (or its instrumentalities))	
Description of services performed by the Applicant:	
Name and address of the client:	
Name, telephone no. and email address of clients representative:	
Estimated capital cost of Project (in Rs. Lakh or US\$ Million):	
Payment received by the Applicant as professional fees (in Rs. Lakh) [£] :	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs. 85 per US \$ for converting to Rupees.

^{\$} See clause 7 of the RFQ

[£] In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFQ. For example, it may state: "Above Rs. 5 (five) Lakhs" in respect of other Projects.

APPENDIX-I

Form-5 Abstract of other relevant experience of the Applicant

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. Crore/ US\$ Million)	Professional fee received by the Applicant (in Rs. Lakhs/Crore) [£]
(1) ^{††}	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

§ The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

§§ Exchange rate should be taken as Rs. 85 per US \$ for converting to Rupees.

£ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFQ. For example, it may state: “Above Rs. 5 (five) Lakhs” in respect of a particular project.

££ The names and chronology of the projects included here should conform to the project-wise details submitted in Form 6 of Appendix – I.

Certificate from the Statutory Auditor [§]

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Date: (Signature, name and designation of the authorised signatory)
Seal of the audit firm

§ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-6 Other relevant assignments of Applicant

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Type of Project	
5.	Description of services performed by the Applicant law firm:	
6.	Name of client and address:	
7.	Name, telephone no. and email address of client's representative:	
8.	Estimated capital cost of Project (in Rs. Crore or US\$ Million):	
9.	Payment received by the Applicant as professional fees (in Rs. Crore):	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Project:	

Notes:

1. Use separate sheet for each assignment.
2. Exchange rate should be taken as Rs. 85 per US \$ for converting to Rupees

APPENDIX - I

Form – 7 Curriculum vitae of the Key Personnel

Note: Curriculum vitae of the Key Personnel to specify the years and details of work experience relating to Eligible Assignments, among other details.

APPENDIX - II

Letter of Empanelment

RFQ No. ****

To,

***** (Law Firm)

Subject: Empanelment of the Law Firm

Sir/Madam,

In reference to the RFQ Notice No. ***, the Competent Authority of MITRA has approved your empanelment with MITRA, for a period of 3 (three) years w.e.f. **. This period may be extended for a further period of 2 (two) years based on your performance and /or need of NITRA.

The terms of empanelment will be governed by the Office Order for Empanelment that is being issued subsequently.

Jt. CEO

MITRA

Enclosure: As above