

THANE MUNICIPAL CORPORATION, THANE



Invitation of Expression of Interest (EOI) for Establishment of a Medical Center of Excellence for the management of Birth & acquired Defects & Disorders of the External Ear and all ear, nose and throat diseases and disorders and all other allied health disorders on a lease basis from a reputed and a highly experienced Trust.

THANE MUNICIPAL CORPORATION, THANE



Invitation of Expression of Interest (EOI) for Establishment of a Medical Center of Excellence for the management of Birth & acquired Defects & Disorders of the External Ear and all ear, nose and throat diseases and disorders and all other allied health disorders on a lease basis from a reputed and a highly experienced Trust.

EOI Document Reference TMC/TDD/DPID/2017-18

Issued To:

Issued By:

(Name)

(Designation) (Signature)

Price of EOI Document: Rs.10,000/-

Thane Municipal Corporation, Thane
Town Planning Department,
Expression of Interest
Notice

Expression of Interest are invited by Thane Municipal Corporation for the Establishment of a Medical Center of Excellence for the management of Birth & acquired Defects & Disorders of the External Ear and all ear, nose and throat diseases and disorders and all other allied health disorders on amenity plot, on lease basis from a reputed and highly experienced Trust. The details of proposal is available in Expression of Interest (EOI) document.

EOI documents are available on TMC's official website www.tmctp.thanecity.gov.in from 24/07/2017 to 14/08/2017. The Expression of Interest (EOI) document is available for sale at the Citizen Facilitation Center (CFC), Ground floor, Corporation Building, Sirsenani General Arun Kumar Vaidya Marg, Chandanwadi, Panchpakhadi, Thane (W) from 24/07/2017 to 14/08/2017 up to 15.00 hrs. on payment of fees as prescribed in detailed EOI notice. The Pre - Bid Meeting will be held on 11/08/2017 at 11.30 am. in the office of Municipal Commissioner, Thane Municipal Corporation, 2nd floor, Corporation Building, Sirsenani General Arun Kumar Vaidya Marg, Chandanwadi, Panchpakhadi, Thane (W).

The Expression of Interest (EOI) documents in sealed envelope shall be physically submitted at the Citizen Facilitation Center (CFC), Ground floor, Corporation Building, Sirsenani General Arun Kumar Vaidya Marg, Chandanwadi, Panchpakhadi, Thane (W) up to 16.00 hrs. on or before 14/08/2017. Received EOI shall be opened on 18/08/2017 in the presence of bidder or their representative.

All rights are reserved by TMC to reject one or all EOI without assigning any reason.

Assistant Director Of Town Planning
Thane Municipal Corporation,
Thane

ठाणे महानगरपालिका, ठाणे
शहर विकास विभाग
स्वारस्य अभिव्यक्ती
सुचना

ठाणे महानगरपालिका तर्फे जन्मतः बाहय कानामधील दोष व विकार तसेच कान, नाक व घशाचे सर्व आजार, व्यंग व अनुषंगीक विकार यांचे व्यवस्थापन करणेसाठी वैद्यकीय सुविधा पुरविणीरी नामांकित व अनुभवी संस्थांना सुविधा भुखंड भाडेतत्त्वावर वितरित करण्याकरिता स्वारस्य अभिव्यक्ती (EOI) मागविण्यात येत आहे. सदर प्रस्तावाबाबतचा सविस्तर तपशिल स्वारस्य अभिव्यक्ती - EOI प्रपत्रात उपलब्ध आहे.

सदर कामाची सविस्तर निविदा सुचना व स्वारस्य अभिव्यक्ती प्रपत्र (EOI) www.tmctp.thanecity.gov.in या संकेतस्थळावर प्रसिध्द करण्यात येत आहेत. सदर स्वारस्य अभिव्यक्ती प्रपत्र (EOI) नागरी सुविधा केंद्र, तळ मजला, महापालिका भवन, सरसेनानी जनरल अरुण कुमार वैद्य मार्ग, चंदनवाडी, पांचपाखाडी, ठाणे (प.) येथे विक्रीकरीता सविस्तर निविदा सुचनेत प्रसिध्द केलेले शुल्क आकारून दि. २४/०७/२०१७ ते दि. १४/०८/२०१७ पर्यंत दुपारी ३.०० वाजेपर्यंत उपलब्ध आहे. सदर कामी निविदा पुर्व बैठक दि. ११/०८/२०१७ रोजी सकाळी ११.३० वाजता महापालिका आयुक्त, ठाणे महानगरपालिका, ठाणे यांचे कार्यालय, दुसरा मजला, महापालिका भवन, सरसेनानी जनरल अरुण कुमार वैद्य मार्ग, चंदनवाडी, पांचपाखाडी, ठाणे (प.) येथे होईल.

सिलबंद स्वारस्य अभिव्यक्ती प्रपत्र (EOI) लिफाफा नागरी सुविधा केंद्र, तळ मजला, महापालिका भवन, महापालिका भवन, सरसेनानी जनरल अरुण कुमार वैद्य मार्ग, चंदनवाडी, पांचपाखाडी, ठाणे (प.) येथे दि. १४/०८/२०१७ रोजी सायंकाळी ४.०० वाजेपर्यंत स्विकारण्यात येतील. प्राप्त स्वारस्य अभिव्यक्ती प्रपत्र (EOI) हे दि. १८/०८/२०१७ रोजी निविदाकार अथवा त्यांचे प्रतिनिधी यांचे उपस्थितीत उघडण्यात येतील.

कोणतीही अथवा सर्व निविदा / EOI कोणतेही कारण न देता रद्द करण्याचे सर्व अधिकार ठाणे महानगरपालिकेने राखीव ठेवलेले आहेत.

सहायक संचालक नगर रचना,
ठाणे महानगरपालिका, ठाणे.

DISCLAIMER

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DISCLAIMER

The objective of this Expression of Interest (EOI) is to solicit proposals from interested bidders for participation in a bid process **for Establishment of a Medical Center of Excellence** the management of Birth & acquired Defects & Disorders of the External Ear and all ear, nose and throat diseases and disorders and all other allied health disorders **on Lease basis from a reputed & highly experienced Trust.**

This EOI contains brief information about the Project and provides the applicants with information to assist the formulation of their EOI application or response to EOI document While all efforts have been made to ensure the accuracy of information contained in this EOI document. This document does not purport to contain all the information required by the applicants. The applicants should conduct their own independent assessment investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their EOI application. Thane Municipal Corporation (TMC) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the EOI document. TMC reserves the right to change any or all conditions/ information set in this EOI document by way of revision, deletion, updation or annulment through issuance of appropriate addendum as TMC may deem fit without assigning any reason thereof. TMC reserves the right to accept or to reject any or all applications without giving any reasons thereof. TMC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the EOI applications to be submitted in terms of this document.

1. INTRODUCTION

1.1 Background

Thane city gateway and is located adjacent to financial capital of India Mumbai and have major connecting national highway road network through city. Thane has population of around 20 lakh and have area of around 128 sq. km. Various infrastructure projects are completed and are going on in Thane Municipal area under Central, State government and Corporations own funds. Recently Central Government selected Thane City as a Smart City. At present Corporation has 25 Primary Health Centre, 05 Maternity homes, 01 Hospital. Considering Corporation area and population around 20 lakh, one Super Speciality Hospital is needed.

For this purpose One Super Speciality Hospital or to create a Centre of Excellence for the management of Birth & acquired Defects & Disorders of the External Ear and all ear, nose and throat diseases and disorders and all other allied health disorders where people in need can come to as a one stop shop.

Through the creation of this center, Thane will come on India's Medical map as the Most Preferred Center for any child born with any defect of the head & face, mainly Ears.

The idea is to establish Thane on the National and International map, as a city which provides highest standards of Medical care and for service towards humanity for alleviation of sickness and suffering.

Sr. No.	Name and Particulars of plot	Area of the plot in (Sq.mt)
1	CTS. No. 1592 & 1637 Village Panchapakhadi, Thane, Sector - III	1714.23

1.1.2 Criteria for Participation

The Corporation intends to strictly apply eligibility criteria in order to provide a rational approach and transparency to the leaders in the field of education. The Corporation aims at allotting land / plots to deserving reputed and well run institutions / organizations. The Bids shall be invited on Qualification Basis. The qualification criteria of the Bidders shall have 100 marks. Bids shall contain an envelope for eligibility.

- 1.1.3 The selected Bidder, who is either a registered medical institute / trust/trustee shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term Lease Agreement (the “Lease Agreement”) to be entered into between the selected bidder and the Thane Municipal Corporation (TMC).
- 1.1.4 The TMC shall receive Applications pursuant to this EOI in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the TMC, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “Application Due Date”).

1.2 Brief description of bidding Process

- 1.2.1 The TMC has adopted an envelope system (collectively referred to as the “Bidding Process”) for selection of the bidder for award of the Project. The envelope (the “Eligibility Criteria”) of the process involves qualification of interested parties/ consortium who make an Application in accordance with the provisions of this EOI (the “Applicant”, which expression shall, unless repugnant to the context, include the Members of the Consortium).
- 1.2.2 In the Envelope (Eligibility Criteria) - Applicants would be required to furnish all the information specified in this EOI, related to Eligibility of the applicant along with certified documentary evidences.
- 1.2.3 In terms of the EOI, a Bidder will be required to deposit, along with its Bid, a bid security of Rs. 2 Lakh . The Bid shall be valid for a period of 180 days from the date specified in Clause 1.3 for submission of application bids (the "Application Due Date").

1.2.4 The bid security shall be non interest bearing and is refundable to the unsuccessful bidders except in the case of the successful Bidder whose Bid Security shall be adjusted against the base premium under the Lease Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee in favour of the TMC. The validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be decided by the Commissioner. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5 The Bid Security Deposit may be forfeited –

- a) If a Bidder withdraws its Bid during the period of bid validity
- b) Or in case of a successful Bidder, if the Bidder fails –
 - i) To sign the contract in accordance with terms and conditions of EOI
 - ii) in the event of bidder found to be engaged in fraudulent practices and in the event of submission of fraudulent Documents.

1.2.6 Generally, the Successful Bidder shall be the applicant medical institutes / trust/trustee, securing highest marks out of the total 100 marks The remaining Bidders shall be kept in reserve category.

1.2.7 The applicants are invited to examine the Plot site in greater detail, and to carry out, at their cost, such studies / survey as may be required for submitting their application for award of the plot.

1.2.8 .Any queries or request for additional information concerning this EOI shall be submitted in writing or by e-mail to the officer designated in Clause 2.12.3 below. The envelopes communication shall clearly bear the following identification/ title:

“Queries/ Request for Additional Information: EOI for leasing plot for ENT Hospital “.

1.3 Schedule of Bidding Process

The TMC shall Endeavour to adhere to the following schedule:

	Event Description	Date
1.	The date of issue of EOI	24/07/2017 to 14/08/2017
2.	Last date for receiving queries	10/08/2017
3.	Pre-Bid meeting	11/08/2017
4.	TMC response to queries latest by	11/08/2017
5.	Application Due Date	14/08/2017
6.	Opening of Envelope	18/08/2017
7.	Validity of Bids - 180 days from Application Due Date	
8.	Execution of Lease Agreement --At the time of Commencement Certificate	

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

2.1.1 Thane Municipal Corporation intends to receive Application **for Establishment of a Medical Center of Excellence for** the management of Birth & acquired Defects & Disorders of the External Ear and all ear, nose and throat diseases and disorders and all other allied health disorders **on a lease basis from a reputed and a highly experienced Medical Institution /Trust/Trustee** catering above Medical Services.

2.2 Eligibility of Applicants

2.2.1 For determining the eligibility of Applicants for their offer, the following shall apply

- i) The founder / member of the trust must have experience as a ENT doctor giving ENT care for 25 years or more In THANE.
- ii) The founder / member of the trust should have experience of 7 years or more in treating and doing surgery for reconstruction of External Ear.
- iii) The founder/member of the trust must be a life Member of a recognized national ENT doctors association.
- iv) The founder / member of the trust must be a Founder Member/member of INTERNATIONAL Society For External Ear Reconstruction.
- v) The applicant has to be a domicile of Thane, as the intention is to promote local medical tourism at an affordable rate. Opportunity to the citizen of Thane, is an objective which may be reconsidered if no eligible applicant is selected after the first EOI.

2.2.2 The Applicant shall fulfill the following conditions of eligibility:

- i) The Institution/Trust bidding must be registered under Bombay Public Trust Act' 1950 (BOM-XXIX of 1950)

- ii) Only bidders, who fulfill all the qualifications mentioned in the section “Eligibility criteria” of the bid, shall be scrutinized further to rate the bidder as per the Evaluation Framework given herein below -
- iii) TMC may at its sole discretion, waive any minor informality or nonconformity or irregularity in a Bid Document, which does not constitute a material deviation.

2.2.3 Other than the above mentioned documents the Applicants shall have to enclose the documents as per Appendix-I, II, III complete with all respect.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application for commitment to contents of the Application.

2.2.5 Any entity which has been barred by the [Central/ State Government, or any entity controlled by it,] from participating in any project (BOT/ PPP or otherwise) in the last five years and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.6 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the required information;

2.3 Number of Applications and costs thereof

2.3.1 The Applicants shall be responsible for all of the costs associated with the preparation of their applications and their participation in the Bid Process. The TMC will not be responsible of in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3.2 Cost of each application form shall be

- A) For fresh application under present bid: Rs.10,000/- (Rs. Ten thousand only.)
- B) The application cost shall be paid at CFC, TMC by Demand Draft (DD).
- C) Application cost is non-refundable

2.4 Site visit and verification of information

Applicants are encouraged to submit their respective Applications after visiting the sites and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of material weather data, applicable laws and regulations and any other matter considered relevant by them.

2.5 Acknowledgement by Applicant

2.5.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the EOI
- (b) received all relevant information requested from the TMC.
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of the TMC relating to any of the matters referred to in Clause 2.4 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.2 The TMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the EOI or the Bidding Process, including any error or mistake therein or in any information or data given by the TMC.

2.6 Right to accept or reject any or all Applications/Bids

2.6.1 Notwithstanding anything contained in this EOI, the TMC reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2 The TMC reserves the right to reject any Application and/or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the TMC, the supplemental information sought by the TMC for evaluation of the Application.
- (c) If disqualification rejection occur after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the TMC reserves the right to:
 - (i) invite the remaining Bidders in accordance with the EOI; or
 - (ii) take any such measure as may be deemed fit in the sole discretion of the TMC, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification 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 as the bidder either by issue of the LOI or entering into of the Lease Agreement, and if the Applicant/Consortium has already been issued the LOI or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI, be liable to be terminated, by a communication in writing by the TMC to the Applicant, without the TMC being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the TMC may have under this EOI the Bidding Documents, the Lease Agreement or under applicable law.

2.6.4 The TMC reserves the right to verify all statements, information and documents submitted by the Applicant in response to the EOI. Any such verification or lack of such verification by the TMC shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the TMC there under.

B DOCUMENTS

2.7 Contents of the EOI

This EOI comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9

Invitation for Qualification

Section 1. Introduction

Section 2. Instructions to Applicants

Section 3. Criteria for Evaluation

Section 4. Fraud & Corrupt Practices

Section 5. Pre Bid Meeting

Section 6. Scope of Work

Section 7. Miscellaneous

Appendices

I. Letter comprising the Bid

II. Power of Attorney for signing of Application

III. Guidelines of the Department of Disinvestment

IV. Location Sketch

2.8 Clarification of Offers

2.8.1 To assist in the scrutiny, evaluation and comparison of offers, the Commissioner, TMC, may, at his discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

- 2.8.2 Applicants requiring any clarification on the EOI may notify the TMC in writing or by e-mail in accordance with Clause 1.2.8. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The TMC shall endeavor to respond to the queries within the period specified therein, The TMC will forward all the queries and its responses thereto, to all purchasers of the EOI without identifying the source of queries.
- 2.8.3 The TMC shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the TMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the TMC to respond to any question or to provide any clarification.
- 2.8.4 The TMC may also on its own motion, if deemed necessary, issue additional interpretations and clarification to all Applicants. All clarifications and interpretations issued by the TMC shall be deemed to be part of the EOI. Verbal clarifications and information given by TMC or its employees or representatives shall not in any way or manner be binding on the TMC.

2.9 Amendment of EOI Document

- 2.9.1 At any time before the deadline for submission of bids, TMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the EOI Document by amending, modifying and/or supplementing the same. Such WI document shall also form of terms and conditions of the lease dead.
- 2.9.2 All prospective Bidders shall be notified of any amendments through corrigendum shall be communicated to the applicants through email as well as shall be published on official website of TMC www.tmc.tp.thanecity.gov.in. All such amendments shall be binding on them without any further act or deed on TMC's part. Prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this EOI.

2.9.3 In the event of any amendment, TMC reserves the right to extend the due date for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.10 Format and signing of Application

2.10.1 The Applicant shall provide all the information sought under this EOI. TMC will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and/or conditional Applications shall be liable to rejection.

2.10.2 Submission - The Applicant shall submit complete set of the Application (together with attested originals! copies of documents required to be submitted along therewith pursuant to this EOI). Applicant shall also provide soft copy of the application on Compact Disc (CD)/external drive. In the event of any discrepancy between the original and the soft copy, the submission through hard copy shall prevail.

2.10.3 The Application and its copy shall be typed or written in ink and signed by the authorised signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the authorised person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

2.11 Sealing and Marking of Applications

2.11.1 The Applicant shall submit the Application in the format specified along with Appendix-I, together with the documents specified in Clause 2.11..2, and seal it in an envelope.

2.11.2 ENVELOPE - I (Documents claiming Eligibility Criteria):

Should contain all the Information regarding criteria for qualification pertaining to the parameters entered in the EOI document which shall be used to consider Eligibility of the bidder.

2.11.3 Follow the instructions given in Annexure II for the documents to be enclosed in Eligibility Offer (Envelope - I)

2.11.4 The EOI document should be submitted in a sealed envelope which should also contain separate envelope of the following. This envelope should be marked as “Documents”.

(i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;

(ii) Power of Attorney for signing the Application as per the format at Appendix - II;
Each of the envelopes shall clearly bear the following identification:

“Application for Leasing out of plots reserved for medical purpose” and shall clearly indicate

- i Type of offer (Eligibility, Documents)
- ii EOI reference no.
- iii The. Application Due Date should be indicated on the right hand corner of each of the envelopes.
- iv. The name and address of the Applicant.

2.11.5 The EOI envelope shall be addressed to:

Assistant Director of Town Planning,
Thane Municipal Corporation, Mahapalika Bhavan,
4th Floor, Sirsenani General Arun Kumar Vaidya Marg,
Chandanwadi, Thane(W) - 400602

2.11.6 If the envelopes are not sealed and marked as instructed above, the TMC assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.11.7 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Application Due Date - 14/08/2017

2.12.1 Applications should be submitted before 1600 hours IST on the Application Due Date, at the address provided in Clause 2.11.5 in the manner and form as detailed in this EOI. Acknowledgement thereof should be obtained from the person specified in Clause 2.11.5.

2.12.2 The TMC may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Applicants.

2.13 Late Applications

Applications received by the TMC after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Pre-bid Meeting

TMC shall make best efforts to respond to any request for clarification of the EOI document in the pre-bid meeting **11/08/2017 at 11.30 am** at the Office of Municipal Commissioner, TMC. Such response / clarification shall be made in writing only.

D. EVALUATION PROCESS

2.15 Opening and Evaluation of Applications

2.15.1 The TMC shall open the envelope containing Documents and Eligibility Criteria (i.e. Envelope I) of all the Applications received at 11.00 hours IST on the 18/08/2017 at the place specified in Clause 2.11.5 and in the presence of the Applicants who choose to attend.

- 2.15.2 TMC will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.15.3 Applicants are advised that scrutiny of Applicants will be entirely at the discretion of the TMC. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given by TMC.
- 2.15.4 Any information contained in the Application shall not in any way be construed as binding on the TMC, or its agents, successors or assigns, but shall be binding on the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.15.5 The TMC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons thereof.
- 2.15.6 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the TMC may, in its sole discretion, exclude the relevant criterion from computation of the Eligibility Score of the Applicant.

2.16 Confidentiality

Information relating to the examination, clarification, evaluation, and of the eligible bidders for opening of the financial offer shall not be disclosed to any person who is not officially concerned with the process or is not a related professional advisor advising the TMC in relation to, or matters arising out of, or concerning the Bidding Process. The TMC will treat all information, submitted as part of Application, confidential and will require all those who have access to such material to treat the same in confidence. The TMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the TMC or as may be required by law or in connection with any legal process.

2.17 Tests of responsiveness

2.17.1 Prior to evaluation of Applications, the TMC shall determine whether each Application is responsive to the requirements of the EOI. An Application shall be considered responsive only if:

- (a) It is received as per format at Appendix-I.
- (b) It is received by the Application within Due Date including any extension thereof.
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.10 and 2.11;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4,
- (e) it contains all the information and documents (complete in all respects) as requested in this EOI;
- (f) it contains information in formats same as those specified in this EOI;
- (g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the EOI for each Eligible Project;
- (h) it does not contain any condition; and

E. QUALIFICATION AND BIDDING

2.18 Short-listing and notification

After the evaluation of Envelope of the applicants, the TMC would announce a list of bidders achieving minimum 60 marks who will be eligible . At the same time, the TMC would notify the other Applicants that they are not eligible. The TMC will not entertain any query or clarification from Applicants who fail to qualify.

The basic acceptance of the financial model is as follow -

$$\text{Annual lease rent in Rs.} = \text{PLR} \times \text{RR} \times \text{Area of the Plot}$$

Where PLR = Prime Lending Rate as per prevailing RBI rates

RR = the Ready Reckoner Rate for the Plot

Area of the Plot = **1714.23 sq. m** (Approx)

After the evaluation of Envelope - I of the applicants, TMC would announced a list of those application which agree to this financial model would be weighted by a Committee on the scoring parameters as per the table as annexed. The bid has to be filled with as per Annexure II.

2.19 Proprietary data

All “documents and other information supplied by the TMC or submitted by an Applicant to the TMC shall remain or become the property of the TMC. Applicants are to treat all information as strictly confidential and shall not use it for any put other purpose other than for preparation and submission of their Application.

2.20 Correspondence with the Applicant

Save and except as provided in this EOI, the TMC shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any application.

3. CRITERIA FOR EVALUATION

The Applicant / Medical Institution interested in availing of the plot should satisfy the basic qualification criterion. The general qualification criterion is as follows:

3.1.1 The Applicant / Institution bidding to avail allocation of plot must be registered under Bombay Public Trust Act' 1950 (BOM-XXIX of 1950)

3.1.2 The Applicant / Institution should be from Medical field of E.N.T. (Ear, Nose and Throat) and must have a doctor's / specialist of minimum qualification of Master in Surgery (E.N.T.)

3.1.3 Experience of Pinna Reconstruction Surgery (External Ear reconstruction) for more than Seven (07) years and should be in Medical practice for more than 25 years in Thane.

3.1.4 The Applicant / Institution should be a Member of a Reputed International Surgical Society.

3.2 Evaluation Frame Work

Broad criteria for the evaluation are as follows:

Matrix of evaluation for the criteria of qualification will be as follows:

3.2.1 Eligibility Offer

Sr. No.	Qualification Criteria	Marks
a)	Any TMC award for giving best medical services (like Thane Gaurav Award)	15 marks
b)	Minimum 25 years of surgical practice in ENT	15 marks
c)	Teaching surgical faculty giving educational talks	10 marks
d)	Teaching surgical faculty giving live surgical demo to teach others	10 marks
e)	Attachment to hospital or medical trust doing charity work	10marks
f)	Paper presentation in international auricular reconstruction conferences	10 marks
g)	Minimum turnover of trustees(more than 2 crore for last 3	10 marks
h)	Years. Minimum 25 yrs of practice in Thane	10marks

i)	Member /founder member of ISAR(International society of auricular reconstruction)	10 marks
	Total	100 Marks

- 1) The Applicant or Institutes will be given marks for each criteria after the evaluation of the Committee.
- 2) The cut off criteria in eligibility for qualifying the EOI shall be minimum of 60 marks.
- 3) Bidders should obtain minimum 60 marks out off 100 marks in the qualification criteria to qualify. TMC's evaluation in this regard shall be final and binding on the Bidder.

For the purpose of the bid calculation, bidder to use following assumptions:

$$\text{Annual lease rent in Rs.} = \text{PLR} \times \text{RR} \times \text{Area of the Plots}$$

Where PLR = Prime Lending Rate as per prevailing RBI rates

RR = the Ready Reckoner Rate for the Plot

Area of the Plot = 1714.23 sq. m (Approx)

3.2.2 Total Bid Evaluation

- i) The Institutions / Trusts/trustee should be financially capable for constructing Medical building & providing infrastructure, furniture & equipment etc; therein.
- ii) The Applicant must be financially competent for establishing and running the Medical institute in true spirit as envisaged in the Medical Policy.
- iii) The Medical performance of the prospective bidder (existing institute) must be satisfactory. In case of applicants having same score; the Medical performance in last - year will be considered for final assessment of the bid.

3.3 Short-listing of Applicants –

- 3.3.1 Only those Applicants who meet the eligibility criteria specified in Clause's 2.2.2 [and 2.2.3] above shall qualify for evaluation under this Section 3. Applications of forms consortia who do not meet these criteria shall be rejected.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the TMC may 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 in the Bidding Process
- 4.2 Without prejudice to the rights of the TMC under Clause 4,1 hereinabove, if an Applicant is found by the TMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or EOI issued by the TMC during a period of 2 (two) years from the date such Applicant is found by the TMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause 4, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the TMC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Lease Agreement or arising there from, before or after the execution thereof, 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 the TMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save

and except as permitted under sub clause of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the “issue of the LOI or after the execution of the Lease Agreement as the case may be, any person in respect of any matter relating to the Project or the LOI or the Lease Agreement, who at any time has been or is a legal, financial or technical adviser of the TMC in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the TMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding 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 Bidding Process.

5. PRE-BID MEETING

- 5.1 A Pre-Bid Meeting of the interested parties for respective category shall be convened on 11/08/2017 at 11.30 am at Office of Municipal Commissioner, TMC. Only those persons who have purchased the EOI document shall be allowed to participate in the Pre-BID. Applicants who have downloaded the EOI document from the TMC's website should pay Rs.10000/- (Rupees Ten Thousand Only) as the cost of downloaded EOI document. Applicants who physically purchased the EOI document should pay Rs.10000/- (Rupees Ten Thousand Only) by D.D. The D.D. should be enclosed in a separate envelope marked as demand draft for EOI document should be submitted along with the EOI document.

- 5.2 During the course of Pre-Bid meeting, the Applicants will be free to seek clarifications and make suggestions for successful implementation of hospital policy for consideration of the TMC. The TMC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, which it consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 SCOPE OF WORK

- 6.1 The scope of work shall include construction and commissioning of the Hospital Building on the allotted amenity plot for the specific user provided in the EOI.
- 6.2 Successful Applicants will be allotted plot as per TMC's choice and decision.
- 6.3 Selected Bidders shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the project under and in accordance of the Lease Agreement which shall be for a period of 30 years initially.

6.4 Terms and conditions:

- 6.4.1 TMC will give unencumbered plots to the applicant/institutes.
- 6.4.2 The ownership of the Project Site shall be and continue to be of the TMC.
- 6.4.3 It will be binding on the institute to provide treatment free of cost to 2 patient per month as per the recommendation of Hon. Municipal Commissioner of the Thane Municipal Corporation in the hospital.
- 6.4.4 It will be binding on the Institute /Trust to provide free treatment / carry surgery, free of cost for the students who are affected with the birth defects of External ear & who are currently enrolled in the schools of Thane Municipal Corporation.
- 6.4.5 It will be Binding on the successful bidders/institute to construct minimum 2000.00 Sq. Mtrs. area of construction for the Hospital Building free of cost on the plot allotted.
- 6.4.6 Following procedure would be adopted for allotment & Commissioning of ENT Hospital.

- 6.4.7 Letter of Intent (LOI) will be given to the successful bidders/institute and such institute shall execute agreement for lease prior to issue of commencement certificate (C C)
- 6.4.8 The successful bidder /institute will have to appoint the Architect and R.C.C Consultants and get the plans of the building for hospital purpose approved as per the provisions of the Development Control Regulation from Town Planning Department of TMC within 3 months of issuance of LOI.
- 6.4.9 Successful Bidder should submit detail plan within three months for TMC's approval & Bidder should complete total construction of the project within 2 years. After completion of the project or after completion of 24 months, whichever is earlier, the Successful Bidder shall be liable to pay regular annually lease rent based on prime lending rate to TMC as finalized by TMC.
- 6.4.10 TMC shall sign the Lease Agreement with the Institute / Trust along with the development agreement for a maximum period of 30 (thirty) years (the "**Lease Period**") after completion of the project or after completion of 24 months whichever is earlier. For the purposes of lease agreement, Lease Rent will be calculated at prevailing market rate and PLR prevailing at the time of signing the lease agreement.
- 6.4.11 At the time of Commencement Certificate, agreement for lease shall be executed and the possession of amenity plot will be given for construction by TMC.
- 6.4.12 The hospital has to be constructed within 2 years from date of agreement of lease by TMC, or from the date of issue of C.C, which may be extended by maximum further two years with the permission of Commissioner. Failure to commence hospital at the end of such period shall nullify the agreement to lease & applicant / institute shall be deemed to have handed over possession of plot back to TMC along with the construction carried out. In such event, Commissioner, shall, after giving hearing to the applicant / institute decide about reasons for delay and responsibility thereof. Applicant / Institute if not

found to be responsible for such delay, Corporation may compensate to Applicant / Institute for any construction/development done to the extent of 75% of cost of construction of the usable construction! development. In such eventuality, the lease agreement executed with the applicant! institute automatically stand terminated.

7. MISCELLANEOUS

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over at disputes arising under, pursuant to and! OR- in connection with the Bidding Process.
- 7.2 The TMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time: to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/or supplement the Bidding Process or. modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the TMC by, on behalf of, and/or in relation to any Applicant; and/ or
 - (e) independently verify, disqualify, reject and! or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 7.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the TMC, its employees, agents and advisees, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and!-or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX- I
Letter Comprising the Bid
(Refer Clause 2.12.5) –

Dated:

To,

Asst. Director of Town Planning,
Thane Municipal Corporation, Mahapalika Bhavan,
4th Floor, Sirsenani General Arun Kumar Vaidya,
Chandanwadi, Thane(W)-400602

Sub: Application for Leasing out plots reserved for ENT services purpose.

Dear Sir,

With reference to your EOI document dated I/we, having examined the EOI document and understood its contents, hereby submit my/our Application for allotment of plot/s at admeasuring about..... Sq.Mtrs for development of ENT services.

2. I/ We acknowledge that the TMC will be relying on the information provided in the Application and the documents accompanying such Application of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in **Annexes I to III** is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of for the development of plot for ENT services purpose under PPP mode.
4. I/ We shall make available to the TMC any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the TMC to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial TMC or a judicial pronouncement or arbitration award, nor been expelled from any project or

contract by any public TMC nor have had any contract terminated by any public TMC for breach on our part.

7. I/We declare that
 - (a) I/ We have examined and have no reservations to the EOI document, including any Addendum issued by the TMC;
 - (b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the EOI document, in respect of any tender or request for proposal issued by or any Lease Agreement entered into with the TMC or any other public sector enterprise or any government, Central or State; and
 - (c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the EOI document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8 I/ We understand that Corporation may cancel the Bidding Process at any time and that Corporation is not bound to accept any Application that it may receive, without incurring any liability to the Applicants, in accordance with the EOI document.
- 9 I/ We believe that we satisfy(s) & meet(s) all the requirements as specified in the EOI document and are/is qualified to submit a Bid.
- 10 I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory TMC which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11 I/ We further certify, that in regard to mailers relating to, security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law,

- 12 I/ We further certify that no investigation by a regulatory TMC is pending either against us or against our Trustees.
- 13 I/We further certify that we are qualified to submit a Bid in-accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the 001 vide. Department of Disinvestment CM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the EOI at Appendix-IV thereof.]
- 14 I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this EOI we shall intimate the TMC of the same immediately.
15. The Statement of Legal Capacity as per format provided at Annexure - III in Appendix - I of the EOI document, and duly signed, is enclosed. The power of attorney for signing of application.
- 16 I/We understand that the selected Bidder must be registered under Bombay Public Trust Act' 1950 (BOM-XXIX of 1950).
17. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the TMC in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. I/ We agree and undertake to abide by all the terms and conditions of the EOI document.
19. We agree and undertake to be jointly and severally liable for all the obligations under the Lease Agreement till occurrence of Financial Close in accordance with the Lease Agreement.

In witness thereof, I/ we submit this application under and in accordance with the terms of the EOI document.

Yours faithfully,

Date: (Signature name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/Lead Member

ANNEXURE - I

Details of Applicant

1. (a) Name of individual/institute/trust;
(b) Place of registration:
(c) Address of the registered office:
(d) Date of Registration:

2. Details of individual(s) who will serve as the point of contact/ communication for the TMC:

(a) Name:
(b) Designation:
(c) Institute/Trust:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:

3. Particulars of the Authorised Signatory of the Applicant:

(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:
(e) Fax Number:

4. Name of Applicant:

No.	Criteria	Yes	No
1	Has the Applicant/been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise) ?		

2	If the answer to 1 is yes, does the bar subsist as on the date of application ?		
3	Has the Applicant/ paid Liquidated damages of more than 5% of the contract value in a contract due to delay or has penalized due to any other reason in relation to execution of a contract, in the last three years ?		

5. A statement by the Applicant disclosing material nonperformance or contractual noncompliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

ANNEXURE -II

Certificate for eligibility

Dated :

To,
Asst. Director of Town Planning,
Thane Municipal Corporation, Mahapalika Bhavan,
4th Floor, Sirsenani General Arun Kumar Vaidya,
Chandanwadi, Thane(W)-400602

Sub : Self Certification for the criteria specified in EOI

Dear Sir,

It is Certified that (Medical Institute / Trust) have been registered under Bombay Public Trust Act' 1950 (BOM-XXIX of 1950)and onDay, of the Month in the Year It is hereby Certified that (Medical Institute / Trust) has following

details as required under this EOI.

Sr. No.	Qualification Criteria	Marks
a)	Any TMC award for giving best medical services (like Thane Gaurav Award)	
b)	Minimum 25 years of surgical practice in ENT	
c)	Teaching surgical faculty giving educational talks	
d)	Teaching surgical faculty giving live surgical demo to teach others	
e)	Attachment to hospital or medical trust doing charity work	
f)	Paper presentation in international auricular reconstruction conferences	
g)	Minimum turnover of trustees(more than 2 crore for last 3 Years.	
h)	Minimum 25 yrs of practice in Thane	
i)	Member /founder member of ISAR(International society of auricular reconstruction)	
	Total	

(Applicant should annex separate sheet for all the relevant details along with certification from competent authority.)

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant

ANNEXURE-III

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref.

Date:

To,

Asst. Director of Town Planning,
Thane Municipal Corporation, Mahapalika Bhavan,
4th Floor, Sirsenani General Arun Kumar Vaidya,
Chandanwadi, Thane(W)-400602

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the EOI document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the EOI Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*Please strike out whichever is not applicable.

APPENDIX - II

Power of Attorney for signing of Application

(Refer Clause 2.2.4)

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at who is presently employed with us/ the Lead Member of our Consortium and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Leasing out plots reserved for educational purpose proposed by the TMC including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the TMC, representing us in all matters before the TMC, signing and execution of all contracts including the Lease Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the TMC in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Lease Agreement with the TMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address)

Witness:

- 1.
- 2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

APPENDIX - III

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

N0.6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory TMC that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the-Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory TMC is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

