

**Directorate of Health Services  
Medical Education & Research  
(DME)**

**Health & Family Welfare Department  
Government of Meghalaya**

**EXPRESSION OF INTEREST (EOI)**

for

**APPOINTMENT OF PRIVATE SECTOR ENTITY**

**FOR**

**‘OPERATION AND MANAGEMENT OF PROPOSED TURA MEDICAL  
COLLEGE UNDER PUBLIC-PRIVATE-PARTNERSHIP (PPP) MODE’.**

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## DISCLAIMER

The information contained in this **Expression of Interest** (hereafter referred to as the “**EOI**”) or subsequently provided to ‘Applicant/it’s Sponsoring Body’ (s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to ‘Applicant/it’s Sponsoring Body’ (s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective ‘Applicant/it’s Sponsoring Body’ (s) or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in submitting Applications pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each ‘Applicant/it’s Sponsoring Body’ may require. This EOI may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in the EOI may not be complete, accurate, adequate or correct. Each ‘Applicant/it’s Sponsoring Body’ should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the ‘Applicant/it’s Sponsoring Body’ (s) is 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any ‘Applicant/it’s Sponsoring Body’ 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Application Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any ‘Applicant/it’s Sponsoring Body’ upon the statements contained in this EOI.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI.

The issue of this EOI does not imply that the Authority is bound to select an ‘Applicant/it’s Sponsoring Body’ (s), for the proposed Project and the Authority reserves the right to reject all or any of the ‘Applicant/it’s Sponsoring Body’ or Applications without assigning any reason whatsoever.

The ‘Applicant/it’s Sponsoring Body’ 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 the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the ‘Applicant/it’s Sponsoring Body’ and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an ‘Applicant/it’s Sponsoring Body’ in preparation or submission of the Application, regardless of the conduct or outcome of the Application Process.

## SECTION 1

**Directorate of Health Services (Medical Education & Research)  
Department of Health & Family Welfare  
Government of Meghalaya**

### **1. Invitation for Expression of Interest**

- 1.1 **The Directorate of Health Services - Medical Education & Research (DME)** on behalf of the of **Department of Health & Family Welfare, Government of Meghalaya** invites *Expression of Interest (EOI)* from eligible Indian private sector partners for the *Operation and Management of Proposed Tura Medical College under PPP mode* at Tura, West Garo Hills, Meghalaya.
- 1.2 The EOI document containing the details of qualification criteria, submission requirements, brief objective & scope of work and evaluation criteria, etc. can be downloaded from the [meghealth.gov.in/](http://meghealth.gov.in/) & [nhmmeghalaya.nic.in/](http://nhmmeghalaya.nic.in/).
- 1.3 Further details/clarifications, if any, may be obtained from the **O/o Directorate of Health Services -Medical Education and Research (DME), Pasteur Hills, Lawmali, Shillong – 793001, Meghalaya** during working hours.
- 1.4 Last date of submission of EOI is **07-06-2025** by **1500** hours.
- 1.5 ‘Applicant/it’s Sponsoring Body’s meeting the qualification criteria may be invited for **presentation** before the **Bid Evaluation Committee (BEC)**.

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**Note.** ‘Directorate of Health Services- Medical Education and Research’ or any of it designates, reserves the right to cancel this request for EOI and/ or to invite EOI afresh with or without amendments, without liability or any obligation for such request for EOI and without assigning any reasons therefor. ‘Directorate of Health Services- Medical Education and Research’ reserves the right to amend /add further details in the EOI.

## 2. Letter Inviting Expression of Interest (EOI)

GOVERNMENT OF MEGHALAYA  
OFFICE OF THE DIRECTOR OF HEALTH SERVICES  
MEDICAL EDUCATION & RESEARCH (DME), MEGHALAYA  
PASTEUR HILLS, SHILLONG

Email ID: [pasteurinstituteshil@gmail.com](mailto:pasteurinstituteshil@gmail.com)

Tel No. 0364 – 2591510 / 94851 06663

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No.DHSME&R/Estt/TMC/43 /2025/2830

Dated; Shillong, the 6<sup>th</sup> May, 2025

### SUB: INVITATION OF EXPRESSION OF INTEREST (EOI)

Dear Sir/Madam,

The Directorate of Health Services -Medical Education & Research (DME) on behalf of the Health & Family Welfare Department, Government of Meghalaya invites Expression of Interest (EOI) from eligible Indian private sector partners for *Operation and Maintenance of the Academic & Administrative Blocks of proposed Tura Medical College with an annual intake of 150 MBBS Students* as a Public-Private-Partnership (PPP) Model at West Garo Hills, Meghalaya.

The EOI document containing the details of qualification criteria, submission requirements, brief objective & scope of work and method of evaluation is enclosed.

The EOI document is available at the <https://meghealth.gov.in> and <http://www.nhmmeghalaya.nic.in/>

Pre bid queries may be sent to [healthdeptt502@gmail.com](mailto:healthdeptt502@gmail.com).

The Critical Dates for EOI submission are follows: -

S.No	Critical Dates	Date	Time
1.	Publishing Date	17-05-2025	1500 Hrs
2.	Document Download Start Date	17-05-2025	1500 Hrs
3.	Last date for submission of queries	22-05-2025	1500 Hrs
4.	Pre-Bid Meeting (virtual)	29-05-2025	1500 Hrs
5.	Last Date for Submission	07-06-2025	1500 Hrs
6.	Screening of EOI	10-06-2025	1500 Hrs
7.	Intimation to Shortlisted PSEs	12-06-2025	1500 Hrs
8.	Presentation by Eligible PSEs	20-06-2025	1500 Hrs
9.	Award of Contract	30-06-2025	1500 Hrs

  
Director of Health Services  
Medical Education & Research (DME)  
Meghalaya, Pasteur Hills Shillong

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## **SECTION-2: Terms of Reference for appointment of PSE**

A Public-Private Partnership (PPP) Model of fully functional for the Tura Medical College planned for 150 admissions annually with the proposed 605 Bedded Teaching Hospital (including 505 bedded Tura Civil Hospital and 100 bedded District Maternity & Child Hospital, Tura).

**The Authority shall provide the Administrative and Academic Block of the Tura Medical College located at Doldegre, Tura, Meghalaya with an annual intake of 150 MBBS students on lease to the ‘Applicant/it’s Sponsoring Body’/PSE on “as is where is” basis.**

### **a. Academic & Medical Operations**

- Appoint qualified faculty members, medical staff, and technical personnel in accordance with NMC faculty norms.
- Ensure continuous medical education, skill training, and research activities.
- Maintain NMC-compliant hospital services and provide specialty & super-specialty healthcare.

### **b. Procurement & Infrastructure Development**

- Procure medical equipment, laboratory instruments and consumable **in accordance with the latest NMC norms and prescribed standards** for medical colleges with 150 MBBS annual intake.
- Ensure timely installation, commissioning, and operational readiness of all procured items to support necessary academic, clinical, and research activities.
- Maintain asset registers, warranties, and service contracts to ensure long-term functionality and compliance.

### **c. Technology & Digital Infrastructure**

- Implement Electronic Medical Records (EMR) and Hospital Management System (HMS).
- Set up E-Classrooms, telemedicine, and medical simulation labs.

### **d. Campus & Facilities Management**

- The Public Sector Entity (PSE) shall operate, maintain, and manage the Administrative and Academic Block of Tura Medical College, including lecture halls, laboratories, administrative offices, library, and other associated facilities.
- The PSE shall also be responsible for the renovation, upkeep, and management of hostels (boys, girls, interns, and resident doctors), staff quarters, dining facilities, and other essential student/staff amenities.
- Ensure compliance with safety, hygiene, security, and NMC infrastructure requirements across the campus.

### **e. Operational Management & Financial Sustainability**

- Manage daily operations, procurement, and hospital administration.
- Develop a sustainable revenue model through fee structure, hospital services, research collaborations, and CSR funding.

### **f. Compliance & Accreditation**

- Undertake all requisite actions and ensure adherence to the applicable guidelines, regulations, and standards prescribed by the National Medical Commission (NMC) for the establishment, operation, and maintenance of a medical college with an annual intake capacity of 150 MBBS students.
- Obtain and maintain necessary approvals & accreditations from NMC, NABH, NABL, and state regulatory bodies.
- Implement quality assurance & performance monitoring mechanisms.

## 2.1 Background

- 2.1.1** Government of Meghalaya, acting through the ‘Directorate of Health Services-Medical Education and Research’, Government of Meghalaya (the “Authority”) is committed to improve the health scenario in the state of Meghalaya. In this regard the Authority recognizes that setting up of Medical College & Hospital requires large investments and recruitment of human capital, which can also be efficiently done with private sector participation to bring techno-managerial efficiencies associated with it. In furtherance to this, the Authority is inviting EOI for **Operation and Management of Proposed Tura Medical College under PPP mode, West Garo Hills, Meghalaya.**
- 2.1.2** The Authority intends to provide non-fiscal support “for Operation and Management of Proposed Tura Medical College under PPP mode” (the “Project”) with private sector participation through this Project which shall be implemented through the Directorate of Health Services Medical Education and Research, Government of Meghalaya in the district of West Garo Hills of Meghalaya. The Authority seeks to engage private sector entity (hereinafter together referred as “‘Applicant/it’s Sponsoring Body’/PSE”) with previous experience in the relevant field of implementation of the Project and has decided to carry out the Application Process for the selection of such private ‘Applicant/it’s Sponsoring Body’.
- 2.1.3** As part of this EOI the Government is inviting the Applications under the following model:
- 2.1.3.1** The Authority shall provide the academic & administrative block located at Doldegre, Tura, Meghalaya of the Tura Medical College with an annual intake of 150 MBBS students on lease to the ‘Applicant/it’s Sponsoring Body’ on “as is where is” basis.
- 2.1.3.2** The ‘Applicant/it’s Sponsoring Body’ selected for the project shall be responsible for the implementation of the Project in accordance with the provisions hereof and particularly of the draft agreement for the Project, (the “Draft Agreement”), which will be issued to the selected ‘Applicant/it’s Sponsoring Body’(s). The Draft Agreement shall have detailed enumeration of the respective obligations in connection with the implementation of the Project, in accordance with the terms/framework envisaged under this EOI.

## 2.2 Brief description of Application Process

- 2.2.1** The Authority has adopted a double-stage online Application process (the “Application Process”) system for selection of ‘Applicant/it’s Sponsoring Body’. All ‘Applicant/it’s Sponsoring Body’ submitting the Application shall submit, in accordance with terms hereof, their relevant qualification details as required hereunder for the purpose of meeting Minimum Eligibility Criteria (“Application”).
- 2.2.2** In the first step of the Application Process, Application of all ‘Applicant/it’s Sponsoring Body’s shall be evaluated as to whether they are responsive in terms of Clause 3.12.7 and meet the Minimum Eligibility Criteria as set forth in Clause 3.2 of this EOI for undertaking the Project.
- 2.2.3** As part of the Application Process, interested parties who fulfill the Minimum Eligibility Criteria as set forth in this EOI are being called upon to submit their Applications in accordance with the EOI (the “Application Documents”). The Authority shall endeavor to adhere to the timelines in connection with submission, appraisal and approval of the application received from the PSE(s) as prescribed in the EOI.

**2.2.4** In terms of the EOI, the ‘Applicant/it’s Sponsoring Body’ should sign and provide a duly executed application security declaration (the "Application Security Declaration"). The ‘Applicant/it’s Sponsoring Body’ will have to provide **Application Security Declaration** be in accordance with the form provided in Annexure- D of Appendix- I of this EOI. It is hereby instructed that the ‘Applicant/it’s Sponsoring Body’ shall submit the original Application Security Declaration (as per the format prescribed in this EOI) in hard copy along with the Application. The Application shall be summarily rejected if it is not accompanied by the Application Security Declaration.

**2.2.5** Any queries or request for additional information concerning this EOI can be submitted by e-mail to the officer designated in Clause 1.1.3 The email shall clearly bear the following identification/ title:

**“Queries/Request for Additional Information: Expression of Interest (EOI) for “Operation and Management of Proposed Tura Medical College under PPP mode”.**

The queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. queries not submitted in the prescribed format shall not be responded to:

S. No.	Page No.	Part of EOI	Clause No.	Text provided In EOI	Clarification/Information sought with justification, If any

## **SECTION-3: INSTRUCTIONS TO ‘APPLICANT/IT’S SPONSORING BODY’**

### **3.1 General terms of Application**

**3.1.1** The EOI can be **downloaded** from the web portal: <https://meghealth.gov.in>. and <http://www.nhmmeghalaya.nic.in/>. Any modifications **addendum** to EOI, or the responses to queries shall be updated on these websites, and the ‘Applicant/it’s Sponsoring Bodies’ are requested to check the website regularly for updates. The Authority shall not undertake any responsibility, if any, ‘Applicant/it’s Sponsoring Body’ fails to regularly check the website for addendums.

**3.1.2** The Application shall be submitted in the hard copy at the following address:

**Directorate Health Services, (Medical Education & Research)  
Pasteur Hills, Lawmali, Shillong, Meghalaya– 793001**

**3.1.3** Notwithstanding anything to the contrary contained in this EOI, the detailed terms specified in the Draft Agreement shall have an overriding effect; provided, however, that any non- repugnant conditions or obligations imposed on the ‘Applicant/it’s Sponsoring Body’ hereunder shall not be prejudiced by this clause and shall continue to have effect in addition to its obligations under the Draft Agreement as per Clause 2.32, and shall be deemed to form integral part of the Draft Agreement.

**3.1.4** The Application shall be furnished as per formats provided in Appendixes of this EOI. The Application shall include the following:

APPENDIX – I: Formats for Application

Annexure A: Letter Comprising the Application  
Annexure B: General Information of ‘Applicant/it’s Sponsoring Body’  
Annexure C: Power Of Attorney for Signing of Application  
Annexure D: Format For Application Security Declaration  
Annexure E: Technical Capacity of ‘Applicant/it’s Sponsoring Body’  
Annexure F: Financial Capacity of ‘Applicant/it’s Sponsoring Body’  
Appendix-II: Key Terms and Application Format  
Annexure A: Key Terms  
Annexure B: Format Of Application  
Appendix-III: Application Checklist

- 3.1.5** The ‘Applicant/it’s Sponsoring Body’ should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorizing the signatory of the Application to commit the ‘Applicant/it’s Sponsoring Body’. The Power of Attorney shall be duly supported with the charter documents or board resolution in favor of the executant.
- 3.1.6** Any condition or qualification or any other stipulation contained in the Application shall render the Application liable to rejection as a non-responsive Application.
- 3.1.7** All communications in relation to or concerning the EOI and the Application shall be in English language.
- 3.1.8** The Application Documents including this EOI and all attached documents are and shall remain the property of the Authority and are transmitted to the ‘Applicant/it’s Sponsoring Body’s solely for the purpose of preparation and the submission of an Application in accordance herewith. ‘Applicant/it’s Sponsoring Body’s are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The provisions of this Clause 3.1.8 shall also apply mutatis mutandis to Applications and all other documents submitted by the ‘Applicant/it’s Sponsoring Body’s, and the Authority will not return any Application, or any information provided along therewith.
- 3.1.9** An ‘Applicant/it’s Sponsoring Body’ shall not have a conflict of interest (the “Conflict of Interest”) that affects the Application Process. Any ‘Applicant/it’s Sponsoring Body’ found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to disqualify/reject the Application of the ‘Applicant/it’s Sponsoring Body’. Without limiting the generality of the above, an ‘Applicant/it’s Sponsoring Body’ shall be considered to have a Conflict of Interest that affects the Application Process, if:
- 3.1.9.1** The ‘Applicant/it’s Sponsoring Body’ has a common controlling shareholder (holding more than 25% of shares) with any other ‘Applicant/it’s Sponsoring Body’.
  - 3.1.9.2** The ‘Applicant/it’s Sponsoring Body’ has received or provided any direct or indirect subsidy, grant, concessional loan, or subordinated debt from or to another ‘Applicant/it’s Sponsoring Body’.
  - 3.1.9.3** The ‘Applicant/it’s Sponsoring Body’ shares the same legal representative as another ‘Applicant/it’s Sponsoring Body’ for the purpose of this Application.
  - 3.1.9.4** The ‘Applicant/it’s Sponsoring Body’, or any of its Associates, has a direct or indirect relationship with another ‘Applicant/it’s Sponsoring Body’ or its Associates—through common ownership, control, or third parties—that enables access to confidential information or the ability to

influence each other's Applications.

**3.1.9.5** The 'Applicant/it's Sponsoring Body' has previously participated as a consultant or sub-consultant to the Authority in preparing documents, designs, or technical specifications related to the Project.

## 3.2 Eligibility of 'Applicant/it's Sponsoring Body'

**3.2.1** The 'Applicant/it's Sponsoring Body' should be a single entity or constituent of a sponsoring body coming in to implement the Project. None of the 'Applicant/it's Sponsoring Body' applying individually, can be member of another 'Applicant/it's Sponsoring Body'. The term 'Applicant/it's Sponsoring Body' used herein would apply to a single entity.

**3.2.2** An 'Applicant/it's Sponsoring Body' may be a Society or a society registered under the Societies Registration Act, 1860 (21 of 1860) or corresponding Acts in other States or a public religious or charitable trust registered under the Trust Act, 1882 (2 of 1882); an autonomous body promoted by Central or State Government by or under a Statute for the purpose of medical education; or a company registered under the Companies Act, 2013.

**3.2.3** To be considered as technically qualified, an 'Applicant/it's Sponsoring Body' shall fulfill the following minimum eligibility criteria (the "Minimum Eligibility Criteria").

### 3.2.4 Minimum Eligibility Criteria (Pre-Qualification)

S/ No	Requirements	Qualification Criteria	Supporting document for compliance
1	Legal Entity	'Applicant/it's Sponsoring Body' should be a registered firm/society/ partnership/ LLP/ company in India & the Bidder must be in operation for a period of at least 3 years in the same field that is operation and management of hospital as on last date of bid submission.	Copy of Certificate of registration/ incorporation and partnership deed, if any.
2	Financial Capacity	Applicant/it's Sponsoring Body' must have an average annual turnover of Rs. 300,00,00,000.00 (Three Hundred Crore) in any 3 years out of the last 10 years.	CA certified Balance sheet, profit/loss account and experience related to past relevant contract to be produced stating average annual turnover.
3	Experience	Prior experience in establishment/operation of Educational Institution in the state of Meghalaya.	Client Testimonial, Project Completion Certificate, Work Award Certificate,
4	Blacklisting	The firm should not be blacklisted by Central/State Government.	Undertaking.
5	GST Certification	GST Registration and GST Return	GST Registration and return.
6	Accreditation	At least one Medical College out of projects undertaken by the 'Applicant/it's Sponsoring Body' is accredited by NAAC for at least one cycle.	Accreditation Certificate

### 3.2.5 Technical Evaluation Criteria:

S/ No	Requirements	Evaluation Criteria	Supporting document for compliance	Max Weightage
1	<i>Technical Capability &amp; experience</i>	a) Prior experience in establishment/operation of Educational Institution in the state of Meghalaya.	Copy of work order/ contract / Client's testimonials/Certificate by the Client Company of the bidder's organization.	05
		b) The 'Applicant/it's Sponsoring Body' should have expertise of having rendered services for Operation and Management of Hospital or Medical College in the county continuously for the last 10 years including one integrated multispecialty/super specialty hospital project of minimum 300 bed capacity		05
		c) Experience in medical college project (s) with minimum 150 MBBS Admissions per year for the last 10 years.		10
2	<i>Financial Capacity</i>	a) The 'Applicant/it's Sponsoring Body' must have a positive Net Worth at the close of the preceding financial year. For this EOI, Net Worth refers to paid-up share capital + reserves from profits & securities premium, minus accumulated losses, deferred & miscellaneous expenses (as per the audited balance sheet). It excludes reserves from asset revaluation, depreciation write-back, and amalgamation.	CA certified Balance sheet, profit/ loss account and experience related to past relevant contract to be produced stating average annual turnover.	05
		b) 'Applicant/it's Sponsoring Body' must have an average annual turnover of Rs. 300,00,00,000.00 (Three Hundred Crore) in any 3 years out of the last 10 years.		05
3	<i>Manpower</i>	a) The 'Applicant/it's Sponsoring Body' must have adequate Key Personnel/Technical Staff as per NMC Guideline to carry out the scope of work defined in this EOI	CVs for the List of key personnel	10
4	<i>Implementation Strategy</i>	a) The Applicant shall submit a clear, structured, and feasible implementation strategy for operationalizing Tura Medical College, including the integration of the teaching hospital, academic activation in line with NMC guidelines, and the infrastructure development plan. The strategy must be supported by a detailed timeline & PERT Chart, outlining activity sequences, dependencies, critical milestones, and risk mitigation measures, with due adherence to all statutory and institutional requirements.	Detailed Implementation Timeline and PERT (Program Evaluation and Review Technique) chart.	30

### 3.2.6 Financial Evaluation Criteria:

S/No	Requirements	Evaluation Criteria	Max Weightage
1	MBBS Seat allocation under State Quota	The PSE that commits a higher number of MBBS seats towards state quota with a minimum fee structure shall receive higher technical evaluation marks. Additional MBBS Seats Offered to State Quota (10 marks for 10 additional seats over and above 50% of total sanctioned Intake; 1 mark for any additional 5 seats)	15
2	Fee Concession	Percentage of fee concession for students domiciled in Meghalaya.	05
3	Medical Discounts	Medical discounts provided for patients domiciled in Meghalaya at all partner/constituent hospitals across India.	05
4.	Lease Rental	In consideration of the lease, the PSE shall pay to the Government an annual lease rental of minimum INR 1,00,00,000 (Rupees One Crore only), commencing from the Effective Date of the Lease Agreement. The lease rental shall be subject to an escalation per annum, as may be specified in the Lease Agreement. (An initial allocation of 5 marks shall be awarded for	05

	the minimum lease rental of INR 1,00,00,000, with an additional 1 mark awarded for each incremental increase of INR 1,00,00,000 thereafter)	
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- 3.2.7** In the event that the ‘Applicant/it’s Sponsoring Body’ does not meet the Minimum Eligibility Criteria (Technical or /and Financial Capacity), the ‘Applicant/it’s Sponsoring Body’ shall be disqualified.
- 3.2.8 Desirability:** PSE possessing relevant experience in handling Govt, sector projects of similar nature would be an added qualification.
- 3.2.9 Venue & Deadline for submission of proposal:** The proposal, as outlined in the EOI, must be submitted within the stipulate timeframe. Interested ‘Applicant/it’s Sponsoring Bodies are encouraged to visit <https://meghealth.gov.in>. and <http://www.nhmmeghalaya.nic.in/> regularly for updates, including any changes, modifications, or corrigenda related to the EOI, as all such notifications will be published exclusively on this platform. In exceptional cases, at the discretion of the Directorate of Health Services (Medical Education & Research), the submission deadline may be extended. Any such extension will be communicated via the website, and all rights and obligations related to the project and bidders will be adjusted accordingly to the revised deadline.

### 3.3 Cost of Application

The ‘Applicant/it’s Sponsoring Body’s shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Application Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Application Process.

### 3.4 Location visits and verification of information

- 2.5.1** ‘Applicant/it’s Sponsoring Body’s are encouraged to submit their respective Applications after visiting the Tura Medical College, Tura Civil Hospital & Tura MCH Hospital and ascertaining for themselves the conditions, location, surroundings, climate, emergency medical needs, healthcare infrastructure, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them.
- 2.5.2** Its shall be deemed that by submitting an Application, the ‘Applicant/it’s Sponsoring Body’s has:
- 2.5.2.1** Made a complete and careful examination of the Application Document.
  - 2.5.2.2** Received all relevant information requested from the Authority.
  - 2.5.2.3** Acknowledged and accepted the risk of in adequacy, error or mistake in the Authority relating to any of the matters referred to in Clause 2.6.2 above.
  - 2.5.2.4** Satisfied itself about all matters, things and information including matters referred to in Clause 2.6.2 hereinabove necessary and required for submitting an informed Application, execution of the Project in accordance with the Application Documents and performance of all its obligations thereunder.
  - 2.5.2.5** Acknowledged and agreed that inadequacy, lack of completeness or

incorrectness of information provided in the Application Documents or ignorance of any of the matters referred to in Clause 2.6.2 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Draft Agreement; and

**2.5.2.6** Agreed to be bound by the undertakings provided by it under and in terms hereof.

**2.5.3** The Authority shall not be liable for any omission, mistake or error on the part of the ‘Applicant/it’s Sponsoring Body’ in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Application Documents including the EOI or the Application Process, including any error or mistake therein or in any information or data given by the Authority

### **3.5 Right to accept and to reject any or all Applications**

**3.5.1** The Authority reserves the right to verify all statements, information and documents submitted by the ‘Applicant/it’s Sponsoring Body’ in response to the EOI or the Application Documents and the ‘Applicant/it’s Sponsoring Body’ shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the ‘Applicant/it’s Sponsoring Body’ of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

**3.5.2** Notwithstanding anything contained in this EOI, the Authority reserves the right to accept or reject any Application and to annul the Application Process and reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Applications, it may, in its discretion, invite all eligible ‘Applicant/it’s Sponsoring Body’s to submit fresh Applications hereunder.

**3.5.3** The Authority reserves the right to reject any Application, at any time, a material misrepresentation is made or uncovered or the ‘Applicant/it’s Sponsoring Body’ does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Application. Such misrepresentation/improper response shall lead to the disqualification of the ‘Applicant/it’s Sponsoring Body’. If such disqualification / rejection occurs after the Application have been evaluated and selected gets disqualified / rejected, then the Authority reserves the right to:

3.5.3.1 To choose the Selected ‘Applicant/it’s Sponsoring Body’ in accordance with Clause 2.14.3.1; or

3.5.3.2 Take any such measures as may be deemed fit in the sole discretion of the Authority, including annulment of the Application Process.

## 3.6 Documents

### 3.6.1 Contents of the EOI

This EOI comprises the Disclaimer set forth here in above, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 3.8:

Section	Title
	TABLE OF CONTENTS
	DISCLAIMER
<b>SECTION I</b>	
1	Invitation for Expression of Interest
2	Letter Inviting Expression of Interest (EOI)
<b>SECTION 2</b>	Terms of Reference for appointment of PSE
2.1	Background
2.2	Brief description of Application Process
<b>SECTION 3</b>	INSTRUCTIONS TO 'APPLICANT/IT'S SPONSORING BODY'
3.1	General terms of Application
3.2	Eligibility of 'Applicant/it's Sponsoring Body'
3.3	Cost of Application
3.4	Location visits and verification of information
3.5	Right to accept and to reject any or all Applications
3.6	Documents
3.7	Clarifications
3.8	Amendment of EOI
3.9	Preparation and submission of Bids
3.1	Submission of Bids
3.11	Rejection of Applications
3.12	Confidentiality
3.13	Correspondence with the 'Applicant/it's Sponsoring Body'
3.14	Short Listing Criteria
3.15	Response
3.16	Evaluation of applications
3.17	Contacts during Application Evaluation
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<b>SECTION 3: APPENDICES</b>	
<b>APPENDIX I</b>	FORMATS FOR APPLICATION
<b>ANNEXURE A</b>	LETTER COMPRISING THE APPLICATION
<b>ANNEXURE B</b>	GENERAL INFORMATION OF 'APPLICANT/IT'S SPONSORING BODY'
<b>ANNEXURE C</b>	POWER OF ATTORNEY FOR SIGNING OF APPLICATION
<b>ANNEXURE D</b>	FORMAT FOR APPLICATION SECURITY DECLARATION
<b>ANNEXURE E</b>	TECHNICAL CAPACITY OF 'APPLICANT/IT'S SPONSORING BODY'
<b>ANNEXURE F</b>	FINANCIAL CAPACITY OF 'APPLICANT/IT'S SPONSORING BODY'
<b>APPENDIX II</b>	KEY TERMS AND APPLICATION FORMAT
<b>ANNEXURE A</b>	KEY TERMS
<b>ANNEXURE B</b>	FORMAT OF APPLICATION
<b>APPENDIX III</b>	APPLICATION CHECKLIST
<b>APPENDIX IV</b>	EOI EVALUATION CHECKLIST

## 3.7 Clarifications

3.6.1 'Applicant/it's Sponsoring Body's requiring any clarification on the Application Documents including the EOI may notify the Authority by e-mail at [healthdept502@gmail.com](mailto:healthdept502@gmail.com). The Authority shall endeavor to respond to the queries within reasonable time. The responses without identifying the source of queries will be uploaded on the websites of the Authority.

3.6.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the 'Applicant/it's Sponsoring Body's. However, the Authority 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 Authority to respond to any question or to provide any clarification.

- 3.6.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all ‘Applicant/it’s Sponsoring Body’s. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Application Documents. Verbal clarifications and information given by Authority or its employees or representatives if any, shall not in any way or manner be binding on the Authority.
- 3.6.4 To facilitate evaluation of the Applications, the Authority may, at its sole discretion, seek clarifications from any ‘Applicant/it’s Sponsoring Body’ regarding its Application. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Application and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.6.5 If an ‘Applicant/it’s Sponsoring Body’ does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the ‘Applicant/it’s Sponsoring Body’ shall be barred from subsequently questioning such interpretation of the Authority.

### **3.8 Amendment of EOI**

- 3.8.1 At any time prior to the deadline for submission of Applications, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an ‘Applicant/it’s Sponsoring Body’, modify the EOI by the issuance of an addendum (“Addendum”).
- 3.8.2 Any Addendum issued hereunder shall be posted/ uploaded on the websites through corrigendum and shall form an integral part of the Application documents. The relevant clauses of the Application Documents shall be treated as amended accordingly, in terms of corrigendum(s).
- 3.8.3 It shall be sole responsibility of the ‘Applicant/it’s Sponsoring Body’s to check websites mentioned above from time to time for any such amendments. The Authority shall not be responsible for any negligence on part of the ‘Applicant/it’s Sponsoring Body’.

### **3.9 Preparation and submission of Bids**

#### **3.9.1 Preparation of Bids**

- 3.9.1.1 Bidders should take into account any corrigendum published on the EoI document before submitting their bids.
- 3.9.1.2 ‘Applicant/it’s Sponsoring Body’s shall go through the EoI advertisement and the EoI document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted,

the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

**3.9.1.3** Bidders, in advance, should get ready the bid documents to be submitted as indicated in the EOI document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 150 dpi with black and white option which helps in reducing size of the scanned document.

### **3.10 Rejection of Applications**

**3.11.1** If any Application received by the Authority is not submitted in accordance with this EOI, and /or not accompanied by the Application Security Declaration as specified in Clause 2.4.4, it may be summarily rejected.

**3.11.2** Notwithstanding anything contained in this EOI, the Authority reserves the right to reject any Application and to annul Application Process and to reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Applications, it may, in its discretion, invite fresh Applications hereunder.

**3.11.3** The Authority reserves the right not to proceed with the Application Process at any time, without notice or liability, and to reject any Application without assigning any reasons.

### **3.11 Confidentiality**

**3.12.1** Information relating to the examination, clarification, evaluation and recommendation for the 'Applicant/it's Sponsoring Body's shall not be disclosed to any person who is not officially concerned with the Application Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Application Process.

**3.12.2** The Authority will treat all information, submitted as part of the Application, in confidence and will require all those who have access to such material to treat the same in confidence.

**3.12.3** The Authority 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 Authority or as may be required by law or in connection with any legal process.

### **3.12 Correspondence with the 'Applicant/it's Sponsoring Body'**

Save and except as provided in this Expression of Interest, the Authority shall not entertain any correspondence with any 'Applicant/it's Sponsoring Body' in relation to acceptance or rejection of any Application.

### **3.13 Short Listing Criteria**

**3.12.4 Annual Turnover:** PSE must have an average annual turnover of Rs. 300,00,00,000.00 (Three Hundred Crore) in any 3 years out of the last 10 years. Balance sheet, profit/loss account and experience related to past relevant contract to be produced.

#### **3.12.5 Evaluation Criteria & Method of Evaluation**

- 3.12.5.1** All bidders may be required to make a presentation before the Bid Evaluation Committee (CEC) constituted for the purpose.
- 3.12.5.2** Screening of EOIs shall be carried out as per eligibility conditions mentioned in this document and based on verification of testimonials submitted.
- 3.12.5.3** EOI will be evaluated for short listing based on their past experience of handling similar type of projects, financial strength of firm and presentation before Bid Evaluation Committee (BEC).
- 3.12.5.4** 'Applicant/it's Sponsoring Body's shortlisted in EOI may be issued RFP and be requested to submit their financial proposal.
- 3.12.5.5** The Calculation of overall evaluation scores including technical & financial scores will be done on the basis of QCBS.

### **3.14 Response**

Bidders must ensure that their Bid response is submitted as per the formats attached with this document. Special comments on the objectives and scope of service projected in the enquiry may also be submitted along with the offer.

### **3.15 Evaluation of applications**

#### **3.12.6 Opening and Evaluation of Applications:**

**3.12.6.1** The Authority will examine and evaluate the Application in accordance with the provisions set out in this Section 2.4.3.

**3.12.6.2** To facilitate evaluation of Application, the Authority may, at its sole discretion, seek clarifications over e-mail from any 'Applicant/it's Sponsoring Body' regarding its Application.

#### **3.12.7 Tests of responsiveness**

**3.12.7.1** As part of the evaluation of Applications, the Authority 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 the prescribed format.
- b. It is accompanied by the Application Security Declaration as specified in Clause 2.4.4.
- c. It is accompanied by the Power(s) of Attorney as specified in Clause 2.3.5, as the case may be.
- d. It does not contain any condition or qualification.
- e. It is not non-responsive in terms hereof.

**3.12.7.2** The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

#### **3.12.8 Selection of 'Applicant/it's Sponsoring Body'**

**3.12.8.1** The evaluation of the Application submitted shall be done by the Bid Evaluation Committee shall have the following composition:

- a. *Chairperson–Directorate of Health Services, Medical Education and Research, Government of Meghalaya*
- b. *Member–Financial Advisor, Directorate of Health Services-Medical Education, Government of Meghalaya*
- c. *Member– Department of Law, Government of Meghalaya*
- d. *Member, Education Department, Government of Meghalaya (not below the rank of Joint Secretary)*

**3.12.8.2** The Bid Evaluation Committee will evaluate the application and if

required can seek clarification/comments for any deficiency or shortfall from the 'Applicant/it's Sponsoring Body' on the Application.

**3.12.8.3** The 'Applicant/it's Sponsoring Body' shall respond to the clarification/comments sort by the Bid Evaluation Committee within one week from date of issuance of the same.

**3.12.8.4** The Bid Evaluation Committee may reject the application, if in Committee's reasonable estimate on the 'Applicant/it's Sponsoring Body' does not meet any eligibility or has not responded satisfactorily to the clarification sought.

**3.12.8.5** The rejection by Bid Evaluation Committee shall be informed to 'Applicant/it's Sponsoring Body' within two weeks from the date of receipt of response to clarification sought. Such rejects shall also be presented to the Bid Evaluation Committee for approval.

**3.12.8.6** Once the Bid Evaluation Committee is satisfied with the application submitted by the 'Applicant/it's Sponsoring Body' along with the response to the clarification (if any), will submit the application to the Recommending Committee for final approval or rejection. The Recommending Committee comprises of-

- a. *Chairperson–Principal Secretary, Health & Family Welfare Department, Government of Meghalaya*
- b. *Member Secretary- Commissioner & Secretary, Health & Family Welfare Department, Government of Meghalaya*
- c. *Member– Commissioner & Secretary, Law Department, Government of Meghalaya*
- d. *Member- Commissioner & Secretary, Planning Department, Government of Meghalaya*
- e. *Member- Commissioner & Secretary, Infrastructure and Industrial, Government of Meghalaya*
- f. *Member- Commissioner & Secretary, Finance, Government of Meghalaya*

**3.12.8.7** The 'Applicant/it's Sponsoring Body' shall be informed about the final approval/rejection by the Bid Evaluation Committee of its application within two weeks from the date of receiving the evaluation report along with the application from Bid Evaluation Committee.

**3.12.8.8** Post, selection of 'Applicant/it's Sponsoring Body', an LOI shall be issued to the Selected 'Applicant/it's Sponsoring Body' and subsequently an Agreement shall be signed between the Selected 'Applicant/it's Sponsoring Body' and the Authority covering the provisions of this EOI.

**3.12.8.9** As per Clause 8(1) of the Meghalaya Private Medical Institutions including Institutes under Private University (Regulation of Admission, Fixation of Fees, and Reservation) Ordinance, 2024, a minimum of 50% of the total sanctioned MBBS seats shall be allocated to the State Government Quota and filled through Meghalaya State Counselling Authority counselling, in accordance with the State's reservation and domicile policies. These seats shall be made available to students at the fee structure determined by the Fee Regulatory Committee, ensuring equitable and affordable access.

**3.12.8.10** If sole interest is received, then the Recommending Committee may submit the received proposal with its recommendations after due consideration of the proposal to Government of Meghalaya for approval of the competent authority.

**3.12.8.11** After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Selected 'Applicant/it's Sponsoring Body'(s) and the Selected 'Applicant/it's Sponsoring Body'(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected 'Applicant/it's Sponsoring Body'(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, disqualify the Selected 'Applicant/it's Sponsoring Body', and the next eligible 'Applicant/it's Sponsoring Body' may be considered.

**3.12.8.12** After acknowledgement of the LOI as aforesaid by the Selected 'Applicant/it's Sponsoring Body'(s), it shall execute the Draft Agreement within the period prescribed by the Authority. The Selected 'Applicant/it's Sponsoring Body'(s) shall not be entitled to seek any deviation in the Draft Agreement.

### **3.16**            **Contacts during Application Evaluation**

Applications shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of approval/ rejection to the 'Applicant/it's Sponsoring Body's. While the Applications are under consideration, 'Applicant/it's Sponsoring Body's and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/or their employees/representatives on matters related to the Applications under consideration.

### **3.17**            **Fraud and corrupt practices**

**3.18.1**        The 'Applicant/it's Sponsoring Body's and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Application Process and subsequent to the issue of the EOI and during the subsistence of the Draft Agreement. Notwithstanding anything to the contrary contained herein, or in the EOI or the Draft Agreement, the Authority shall reject

a Application, withdraw the EOI, or terminate the Draft Agreement as the case may be, without being liable in any manner whatsoever to the ‘Applicant/it’s Sponsoring Body’s, as the case may be, if it determines that the ‘Applicant/it’s Sponsoring Body’s, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Application Process. In such an event, the Authority shall disqualify the ‘Applicant/it’s Sponsoring Body’, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

**3.18.2** Without prejudice to the rights of the Authority under Clause 3.18 hereinabove and the rights and remedies which the Authority may have under the EOI or the Draft Agreement, if a ‘Applicant/it’s Sponsoring Body’s, as the case may be, is found by the Authority 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 Application Process, or after the issue of the EOI or the execution of the Draft Agreement, such applications shall be rejected and the ‘Applicant/it’s Sponsoring Body’s shall not be eligible to participate in any tender or EOI issued by the Authority during a period of 2 (two) years from the date such ‘Applicant/it’s Sponsoring Body’s, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

**3.18.3** For the purposes of this Clause 3.18, the following terms shall have the meaning hereinafter respectively assigned to them:

**3.18.3.1** “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Application Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Application Process or the LOI or has dealt with matters concerning the Draft Agreement or arising therefrom, 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Application Process);

**3.18.3.2** “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Application Process.

**3.18.3.3** “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 Application Process.

**3.18.3.4** “Undesirable practice” means-

- (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Application Process; or
- (ii) having a Conflict of Interest

**3.18.3.5** “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among ‘Applicant/it’s Sponsoring Body’s with the objective of restricting or manipulating a full and fair competition in the Application Process.

### **3.18** **Miscellaneous**

**3.19.1** The Application Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Meghalaya shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Application Process.

**3.18.1** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to

**3.18.1.1** Suspend and/or cancel the Application Process and/or amend and/or supplement the Application Process or modify the dates or other terms and conditions relating thereto.

**3.18.1.2** Consult with any ‘Applicant/it’s Sponsoring Body’ in order to receive clarification or further information.

**3.18.1.3** Retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any ‘Applicant/it’s Sponsoring Body’; or

**3.18.1.4** 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/it’s Sponsoring Body’.

**3.18.2** It shall be deemed that by submitting the Application, the ‘Applicant/it’s Sponsoring Body’ agrees and releases the Authority, its employees, agents and advisers, 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, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

## **SECTION-3: APPENDICES**

### **APPENDIX – I: FORMATS FOR APPLICATION**

#### **ANNEXURE A: LETTER COMPRISING THE APPLICATION**

Dated:

**To**  
**The Directorate of Health Services (Medical Education & Research)**  
**Pasteur Hills, Lawmali**  
**Shillong – 793001**

**Sub: Application for Expression of Interest (EOI) for Operation and Management of Proposed Tura Medical College under PPP mode.**

Dear Sir,

1. With reference to your EOI document dated \*\*\*\*\*, I/we, having examined the Application Documents and understood their contents, hereby submit my/our Application for the Project. The Application is unconditional and unqualified.
2. All information provided in the Application and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as an ‘Applicant/it’s Sponsoring Body’ for **Operation and Management of Tura Medical College, Meghalaya.**
4. I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Application.
5. I acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I declare that:
  - a) I have examined and have no reservations to the Application Documents, including any Addendum issued by the Authority.

- b) I don't have any Conflict of Interest in accordance with Clause 3.1.9 of the EOI.
  - c) I 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 3.18 of the EOI, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
  - d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 3.18 of the EOI, 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 understand that you may cancel the Application Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the 'Applicant/it's Sponsoring Body's to Application for the Project, without incurring any liability to the 'Applicant/it's Sponsoring Body's, in accordance with the terms of the EOI.
9. I certify that in regard to matters other than security and integrity of the country, I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority 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.
10. I further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. *I further certify that no Directors / President / Chairperson / Trustee of (Please mention the exact nature of the entity such as Company / Society / Trust / LLP / Partnership/ Sole Proprietorship or any other body corporate formed under an act of Parliament or State / UT Legislature of India etc.) have/has been criminally indicted or convicted of any offence /criminal case(s).*
12. I undertake that in case due to any change in facts or circumstances during the Application Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
13. I understand that the Selected 'Applicant/it's Sponsoring Body' shall be an existing {Company/ Trust/ Society} incorporated under relevant laws of India or from outside India under equivalent law and shall incorporate a company under the Companies Act prior to execution of the Draft Agreement.
14. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the 'Applicant/it's Sponsoring Body', or in connection with the Application Process itself, in respect of the Project and the terms and implementation thereof.

15. In the event of my/ our being declared as the Selected 'Applicant/it's Sponsoring Body' for the project, I to enter into a Draft Agreement in accordance with the draft that will be provided by the Authority. We agree not to seek any changes in the aforesaid draft and agree to be bound by the same.
16. I have read the clause regarding restrictions on procurement from an 'Applicant/it's Sponsoring Body' of a country which shares a land border with India and on sub-contracting to contractors from such countries under the provision to Clause 2.4 of the EOI; I certify that this 'Applicant/it's Sponsoring Body' is not from such a country or, if from such a country, has been registered with the Competent Authority as provided in 'Order (Public Procurement No. 1) dated 23rd July 2020' issued by the Ministry of Finance, Department of Expenditure Public Procurement Division and will not sub-contract any work to a contract or from such countries unless such contractor is registered with such Competent Authority. I hereby certify that this 'Applicant/it's Sponsoring Body' fulfils all requirements in this regard as mentioned in the aforesaid Order and is eligible to be considered.<sup>1</sup>
17. I have studied all the Application Documents carefully and also surveyed the districts. I understand that except to the extent as expressly set forth in the Draft Agreement, I shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
18. I offer an 'Application Security Declaration' for the Project to the Authority in accordance with the EOI.
19. I agree and understand that the Application is subject to the provisions of the Application Documents. In no case, I shall have any claim or right of whatsoever nature if the one or more District in the Project / Draft Agreement is not awarded to me/us or our Application is not opened.
20. I agree and undertake all the terms and conditions of the EOI.
21. We agree and undertake to be jointly and severally liable for all the obligations under the Draft Agreement till the Term of the Project in accordance with the Draft Agreement.

In witness thereof, I submit this Application under and in accordance with the terms of the EOI.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of 'Applicant/it's Sponsoring Body'/Lead Member

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<sup>1</sup> The above undertaking shall be accompanied by, wherever applicable, evidence of valid registration by the Competent Authority, in the manner provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division, which shall be attached along with this Undertaking, to demonstrate compliance with Clause 2.2.1(b) of the EOI

## ANNEXURE B: GENERAL INFORMATION OF ‘APPLICANT/IT’S SPONSORING BODY’

Name of Head of Organization	Consultant	Date of Establishment	Country	Type of Organization			
				Individual	Partnership	Corporation	Others
	Name						

1. Particulars of **Head of Institution** with contact details (Name, Designation, Address, Mobile No., Land Line No., Fax No., Email ID)
2. **Corporate/Registered Office/Business** Address/Telephone Nos./Fax No./Address/Email address of consultant and its branch offices for consultant (including members in case of JV)
3. Consultant's former name and year of establishment
4. Brief description of the {Company/Trust/ Society/University/autonomous body for medical education} including details of its main lines of business and proposed role and responsibilities in the Project(s)
5. Details of individual who will serve as the **point of contact/communication for the Authority**
6. Particulars of the **Authorized Signatory** of the ‘Applicant/it’s Sponsoring Body’ (Name, Designation, Address, Mobile No., Land Line No., Fax No., Email ID)

**ANNEXURE C: POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

(Refer Clause 2.1.6)

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 and holding the position of \_\_\_\_\_,} as our true and lawful attorney (hereinafter referred to as the “Attorney”)to doing our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission for “**Operation and Management of Proposed Tura Medical College under PPP mode** (“Project”) proposed under Directorate of Health Services-Medical Education & Research, Meghalaya (the “Authority”) including but not limited to signing and submission of all applications, Applications and other documents and writings, participate in ‘Applicant/it’s Sponsoring Body’s’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Draft Agreements and undertakings consequent to acceptance of our Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the Project and/or upon award thereof to us and/or till the entering into of the Draft Agreement with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 \_\_\_\_\_, 2025.

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the 'Applicant/it's Sponsoring Body' should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power here under on behalf of the 'Applicant/it's Sponsoring Body'.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*

## ANNEXUREE D: FORMAT FOR APPLICATION SECURITY DECLARATION

(Refer Clauses 2.4.4)

*(To be executed on Letterhead of the 'Applicant/it's Sponsoring Body')*

Dated: \_\_\_\_\_

To

**The Directorate of Health Services (Medical Education & Research)**

Pasteur Hills, Lawmali

Shillong – 793001

**Ref:** EOI document No. \_\_\_\_\_ dated \_\_\_\_\_

I, the undersigned, declare that:

I understand that, according to your conditions, Applications must be supported by the Application Security Declaration.

I accept that I will automatically be suspended from being eligible for participating in Application Process for any contract with Authority for the period of 24 months, in case of, and starting from the date of, breaching our obligation(s) of this EOI, because I:

- a) Have withdrawn/modified/amended, impairs or derogates from the Application after submission of the Application; or
- b) having been notified of the acceptance of our Application by the Authority, failing or refusing to execute the Draft Agreement; or
- c) incentives provided not used (wholly or in part) for the purpose of the Project.

I, agree and undertake that, in case, of violation of the EOI in any manner including by way of non-utilization of the incentives as per the EOI, the Authority may decide to revoke the unutilized Support and terminate the arrangement in respect of Operation and Management of Proposed Tura Medical College under PPP mode, Meghalaya on the allotted land for setting up Medical College on a lease rent basis.

I understand this Application Securing Declaration shall cease to be valid if I am not the successful 'Applicant/it's Sponsoring Body', upon the earlier of (i) the receipt of your notification of the name of the successful 'Applicant/it's Sponsoring Body'.

**Signed:** [insert signature of person whose name and capacity are shown below]

**Name:** [insert name of person signing the Application Security Declaration], in the capacity of [insert: legal capacity of person signing the Application Security Declaration]

Duly authorized to sign the Application for and on behalf of: [insert: name of 'Applicant/it's Sponsoring Body']

**Dated on** \_\_\_\_\_ day of \_\_\_\_\_, 2021

[add Corporate Seal (where appropriate)]

## ANNEXURE E: TECHNICAL CAPACITY OF ‘APPLICANT/IT’S SPONSORING BODY’

*(Refer to Clause 3.2.5 of the EOI)*

**Table1:**

Clause 2.2.2 I (a) i)- Eligible Projects undertaken during the previous three years preceding the submission date of the Application

S/ N	Name of the Medical college	No. of Beds/Seats	Address	Date of establishment/operation Any other remarks on the facility

**MANDATORY to provide the below supporting documents:**

- (a) Self-certified copy of Certificate(s) of registration/incorporation of the ‘Applicant/it’s Sponsoring Body’ and
- (b) Certificate(s) from Statutory Auditors of the ‘Applicant/it’s Sponsoring Body’ or its Associates or the client(s) demonstrating the experience of operating at least 230 bedded hospital or a medical college, as the case maybe, during the past 3 (three) financial years preceding the submission date of the Application.  
Note: Attache extra sheet for above, if required.

**Signature.....Name.....**

## ANNEXURE F: FINANCIAL CAPACITY OF APPLICANT/IT'S SPONSORING BODY

(to be certified by the statutory auditor)

### Financial Statement of the last Five Financial Years

SI No	Particulars	2019-20	2020-21	2021-22	2022-23	2023-24
1	Annual Turnover					

**Signature of Statutory Auditor/Chartered Accountant:**

**Name of Authorized Signatory Statutory Auditor/Chartered Accountant**

**Membership Number and Company Seal:**

**Name of Company:**

## APPENDIX-II: KEY TERMS AND APPLICATION FORMAT

### ANNEXURE A: KEY TERMS

#### Key Role of Parties

- I. The PSE shall be eligible for non- fiscal support as are set forth in Section 2.1.2 of this Scheme.
- II. Subject to the lease conditions and other applicable norms, the PSE shall be entitled to run and operate the hospital and medical college set up by its permits commercial wisdom and good industry practices.
- III. The Government would grant a lease of the land for a period of 33 years extendable for another 33 years automatically against an annual lease rental of INR 1,00,00,000 (One Crore). The extension shall be automatic, provided the Medical College and Hospital has an approval from NMC to undertake the continued operations of the medical college as on the date of the application confirms such extension in the manner set out hereafter. The PSE shall submit an application to The Directorate of Health Services (Medical Education & Research) not later than the anniversary of the 30<sup>th</sup> year of lease to the DHS ME&R. The Directorate of Health Services (Medical Education & Research) shall confirm the extension of lease within 90 days. In the event that DHS ME &R has any concern regarding the automatic renewal, it shall respond to the letter within 90 days of receiving the Application asking the PSE to cure the defect identified by DHS ME &R within 90 days from the receipt of the Application. Upon receiving confirm of cure, DHS ME &R shall convey its concurrence or otherwise to the extension. The Stamp Duty on the lease shall be exempted at the time of renewal.
- IV. Hand back the leased land along with the infrastructure created on the land at the end of the term, either by efflux of time or early termination.
- V. The Government shall while making available land for Medical College comply with distance or travel time norms with regard to the plots.
- VI. The PSE shall ensure that all the medical faculty will attend to the clinical duties including surgical procedures in the Teaching Hospital as is required as per the Academic schedule.
- VII. **Seat Sharing and Fee Regulation (as per the Meghalaya Private Medical Institutions Ordinance, 2024):**

The Private Sector Entity (PSE) selected for the Operation and Management of Proposed Tura Medical College under PPP mode shall comply with the provisions of the Meghalaya Private Medical Institutions including Institutes under Private University (Regulation of Admission, Fixation of Fees, and Reservation) Ordinance, 2024. Specifically:

  - a. **Seat Distribution:**

The PSE shall allocate seats as per the provisions under Clause 8 of the Ordinance and

shall be filled strictly through Meghalaya State Counselling Authority counselling process-

- A Private Medical Institution including Institutes under Private University may reserve up to Fifty percent (50%) seats to the total sanctioned intake as a management category quota of seats with statutory reservations as may be determined by the State Government." Clause 8(1), Ordinance 2024
- The remaining seats (i.e., Government Quota seats) shall be filled, adhering to the State's reservation and domicile policy, including the notification vide No. PER.222/71/138 dated 12th January 1972.

**b. Fee Structure:**

The PSE shall abide by the fee norms as fixed by the 'Fee Regulatory Committee' constituted under Clause 4 of the Ordinance.

- The proposed tuition and other fees must be submitted to the Fee Regulatory Committee annually before 31<sup>st</sup> December of the preceding academic year for approval.
- No additional capitation fee or profit-oriented charge shall be levied, and the approved fee structure shall remain valid for three academic years as per Clause 5(3) of the Ordinance.

**c. Binding Compliance:**

Non-compliance with seat allocation or fee regulations may attract punitive action, including withdrawal of essentiality certificate, recognition, or imposition of financial penalties as laid out under Clause 11 of the Act.

**VIII. Formation of Special Purpose Vehicle (SPV)**

The Selected PSE shall, prior to execution of the Concession Agreement, incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013, for the sole purpose of undertaking the Operation and Management of Proposed Tura Medical College under PPP mode with an annual intake of 150 MBBS students, as per the terms and conditions of the Public-Private Partnership (PPP).

The SPV shall be the exclusive entity responsible for entering into the Concession Agreement with the Government of Meghalaya and shall execute all obligations pertaining to the Project, including but not limited to infrastructure maintenance, facility management, support services, and performance reporting. The SPV shall have no other business or activity without the prior written consent of the Authority.

**IX. Non-Fiscal Support**

The PSE shall be eligible for non-fiscal support as enumerated in the EOI.

## ANNEXURE B: FORMAT OF APPLICATION

*[to be read with Clause 2.2]*

To,

**The Directorate of Health Services (Medical Education & Research)**  
Pasteur Hills, Lawmali  
Shillong – 793001

**Subject:** To provide facility/ support towards “**Operation and Management of Proposed Tura Medical College under PPP mode, Meghalaya**”.

Details of the Project for availing benefits under for “Operation and Management of Proposed Tura Medical College under PPP mode, Meghalaya are as follows:

1. Name of ‘Applicant/it’s Sponsoring Body’ :
2. Name of the Project and Place. :  
(Name of the Hospital)
3. Proposed land area for Medical College, give details. :
4. Is it vacant land or any existing built up-area on The proposed land area, give details. :
5. Will you utilize the existing built-up area to meet the minimum standard required for establishment of Medical College? If yes, demonstrate with required details as per the regulation. :
6. Distance of the proposed Land Area for Medical College from the District Hospital :
7. Ownership/Lease over the proposed Land Area For Medical College, give details. :
8. Encumbrances or litigation over the title/ownership of the proposed Land Area for Medical College. If any, please give details. :
9. Detailed plan for operation and management of the Medical College with timelines :
10. Details of work done related to philanthropic/CSR activities by ‘Applicant/it’s Sponsoring Body’ till date

Date:

Place:

Signature of ‘Applicant/it’s Sponsoring Body’/Authorized Person Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal

## APPENDIX-III: APPLICATION CHECKLIST

<b>S. No</b>	<b>Item</b>	<b>Page No. of Application Submission</b>	<b>Whether Submitted/ Not Submitted</b>	<b>Checked by Authority</b>
1				
2				
3				
4				
5				