Ref. No. RFP/	/Jan	Aushadhi Kendra	/ /2023
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State Agency for Comprehensive Health and Integrated Services (SACHIS) Government of Uttar Pradesh (GoUP)

REQUEST FOR PROPOSAL (RFP)

for selection of

Agencies *for*

establishment and operation of Pradhan Mantri Bhartiya Janaushadhi Kendras (PMBJ Kendras)

UTTAR PRADESH

RFP DOCUMENT

September, 2023

SACHIS

Department of Medical Health and Family Welfare **Government of Uttar Pradesh**

चित्रिक Floor; Navchetna Kendra, 10, Ashok Marg, Hazratganj, Lucknow, Uttar Pradesh 226001



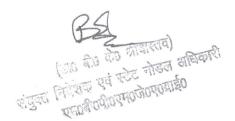
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Disclaimer

The information contained in this Request for Proposal (the "RFP") document or subsequently provided to the Applicants, whether in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Applicants, on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested Applicants with information that may be useful to them in the formulation of their application/proposal pursuant to this RFP (the "Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Service. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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 the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select Agency/ies or to appoint the Selected Applicant/s, as the case may be, and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will remain with the Applicant 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 in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

(पीयूष कुमार) अनुस्विव विकित्सा एवं समस्या विकास उत्तर पंचा कार्य

Glossary

4	As defined in Clause 1.6.1
Agency Application/Puoposal	As defined in Disclaimer
Application/Proposal	As defined in Clause 3.1.1 (a)
Applicant (Bidder)	As defined in Clause 3.2.4(iii)
Bidding Parameter	Community Health Centre
CHC	As defined in Clause 1.7.1
Contract	As defined in Clause 6.7
Contract Period	As defined in Clause 2.3
Conflict of Interest	Central Vigilance Commission
CVC	District Health Societies
DHS	Drugs (Prices Control) Order
DPCO	
EMD	Earnest Money Deposit
Financial Proposal	As defined in Clause 3.3.9
GMP	Good Manufacturing Practices
GoI	Government of Illtar Pradesh
GoUP	Government of Uttar Pradesh
H1 Applicant	As defined in Clause 1.8.4
INR, Rs.	Indian Rupee(s)
LoA	Letter of Award
LLC	Limited Liability Company
LLP	Limited Liability Partnership Means that portion of the business consisting of manufacturing
Medical Business	purchasing or selling drugs, medicines, implants and surgical
	consumables excluding laboratories or diagnostic centres.
	Maximum Retail Price
MRP	Non-Governmental Organization
NGO	National List of Essential Medicines
NLEM	National Pharmaceutical Pricing Authority
NPPA	As defined in Clause 6.6.
Performance Security	Pharmaceuticals and Medical Devices Bureau of India
PMBI	Pradhan Mantri Bhartiya Janaushadhi Kendras
PMBJ Kendra or PMBJK	Pradhan Mantri Bhartiya Janaushadhi Pariyojana Pradhan Mantri Bhartiya Janaushadhi Pariyojana
PMBJP	T. C.
POA	Power of Attorney
PoS	Point-of-Sale
Proposal Due Date	As defined in Clause 1.7.3 As defined in Clause 2.16.1
Proposal Security (EMD)	Public Sector Undertakings
PSU	As defined in Disclaimer
RFP	As defined in Clause 1.7
RFP Document	State Agency for Comprehensive Health and Integrated Services
SACHIS	As defined in Clause 3.2.5 (iv)
Selected Applicant	As defined in Clause 5.2.5 (tv) As defined in Clause 1.8
Selection Process	M. M. Marian M. M. Marian M.
Services	As defined in Clause 1.6.1
Short-listed Applicants	As defined in Clause 1.8.3
Technical Proposal	As defined in Clause 1.8.3
Tripartite Agreement	As defined in Clause 6.11. (II)
WHO	World Health Organization

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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Request for Proposal (RFP) विव चिकित्सा एवं स्वास्थ्य विकास

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Section-1 - Letter of Invitation

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(ियूष कुमार) अनुसचिव चिकित्सा एवं स्वास्थ्य विभाग उत्तर प्रदेश शासन -

1 INTRODUCTION

Background 1.1

Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP) is a campaign launched by the 1.1.1 Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India (GoI) to provide quality medicines at affordable prices to the masses. Under the Scheme, dedicated outlets known as Pradhan Mantri Bhartiya Janaushadhi Kendras ("PMBJ Kendras" or "Janaushadhi Kendras") have been set up to provide generic drugs, which are available at lesser prices but are equivalent in quality and efficacy as expensive branded drugs.

The objectives of the campaign are: 1.2

- Promote greater awareness about cost effective drugs and their prescription; a)
- Make available unbranded quality generic medicines at affordable prices through publicb) private partnership;
- Ensure access to quality medicines for all section of population especially the poor and the c) derived ones:
- Encourage doctors, more specifically in government hospital to prescribe generic d) medicines;
- Enable substantial savings in health care more particularly in the case of poor patients and e) those suffering from chronic ailments requiring long periods of drug use;
- Generate employment by engaging individual entrepreneurs in opening of PMBJ Kendras. f)

JANAUSHADHI KENDRA 1.3

1.3.1 Pradhan Mantri Bhartiya Janaushadhi Pariyojana

The branded (Generic) medicines are sold at significantly higher prices than their unbranded generic equivalents, though are identical in the therapeutic value. Given the widespread poverty across the country, making available reasonably priced quality generic medicines in the market would benefit everyone. With this objective, the Pharma Advisory Forum in its meeting held on April 23, 2008, decided to launch the Jan Aushadhi Campaign starting with the sale of generic medicines through dedicated sales outlets called Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) in various districts of the country. It is proposed that at least one PMBJK will be opened in each of the 763 districts of the country to be extended to sub-divisional levels as well as major towns and village centres.

1.3.2 Pharmaceuticals and Medical Devices Bureau of India (PMBI)

PMBI formerly known as Bureau of Pharma PSUs of India (BPPI), the implementation agency for Jan Aushadhi was established in December, 2008 under the Department of Pharmaceuticals, Government of India, with the support of all the CPSUs and has been registered as an independent society under the Societies Registration Act, 1860 as a separate independent legal entity in April, 2010. BPPI follows the provisions of GFR, 2005 as amended from time to time, the CVC guidelines, and instructions from the Department of Pharmaceuticals. The defined roles of PMBI are as follows:

Make quality generic medicines available at affordable prices for all;

Marketing of generic drugs through the Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK); P.P.N.

Request for Proposal (RFP) चिकित्सा एवं स्वास्थ्य विक

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- c) Procurement of medicines from Central Pharma PSUs and Private Sectors;
- d) Monitoring proper running of PMBJ Kendras

PMBI will ensure supply of low priced quality generic medicine, surgical & consumables etc. required in healthcare to the PMBJ *Kendras*. The list of medicines, MRPs and the margins allowed are available on the website of the PMBI. The list may undergo change depending upon demand received from the PMBJ *Kendras* for new medicines.

1.4 Current Status of Pradhan Mantri Bhartiya Jan Aushadhi Kendra's

- 1.4.1 More than 9000 PMBJ *Kendras* are functional across the country in 36 State/UTs covering all districts of the country (as on February 28, 20231). In the year 2020-21, when the COVID 19 crisis started, Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP) rendered essential services to the nation. The stores remained functional during lockdown and maintained operations as part of their commitment to ensure uninterrupted availability of essential medicines.
- 1.4.2 In the financial year 2020-21, PMBI clocked appreciable sales turnover of ₹665.83 crore despite the lock down and testing times. The cumulative value of sales grew to ₹1,094.84 crore in the 11 months of 2022-23 from ₹7.29 crore in 2014-15.
- 1.4.3 According to the government's analysis, the cost savings to the consumer in April-February 2022-23 alone could be about ₹6,600 crores if compared with the average retail price of the same medicines available through other retail channels in the country. The medicines sold through Janaushadhi Kendras are priced on the principle of a maximum of 50% of the average price of top three branded medicines. The cost of the Jan Aushadhi Medicines is thus cheaper by at least 50% and in some cases, by 80% to 90% of the market price of branded medicines.
- 1.4.4. Janaushadhi product basket comprises 1759 medicines and 280 surgical devices covering all major therapeutic groups such as cardiovascular, anti-cancers, anti-diabetics, anti-infectives, anti-allergic, gastro-intestinal medicines, nutraceuticals, etc. Various nutraceutical products like protein powder, malt-based food supplements and some AYUSH products like Ayuraksha Kit, Balraksha Kit and Ayush-64 tablet as Immunity boosters are also available in some Janaushadhi outlets. All generic medicines except lab reagents that are included in the National List of Essential Medicines (NLEM) are included in the product basket.
- 1.4.5 In order to ensure availability of medicines, an Information Technology (IT) enabled End-to-End supply chain system with Point-of-Sale (POS) application for value added services has been implemented by PMBI to monitor end to end supply chain management system. All warehouses have SAP based inventory management system and the demand forecasting is done through the said system so as to place orders as per the desired inventory levels.
- 1.4.6 National Pharmaceutical Pricing Authority (NPPA) under the Department of Pharmaceuticals regulates the prices of all drugs whether branded or generic. While it fixes the ceiling price of scheduled medicines specified in the first schedule of the Drugs (Prices Control) Order, 2013, in case of non-scheduled medicines, the manufactures are free to fix Maximum Retail Price (MRP) of the drug. However, DPCO provides that the same do not increase by more than 10% of their MRP during the preceding twelve months. The

Source: https://pib.gov.in/PressReleasePage.aspx?PRID=1718623

Request for Proposal (RFP)

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details of retail/ceiling prices fixed/revised by NPPA are available on NPPA's website, www.nppaindia.nic.in.

1.4.7 PMBI spreads awareness about generic medicines through various types of advertisements such as TV, FM Radio, Auto wrapping, Cinema, Bus Branding, State Transport Bus Stands, Digital Screen Advertisement at Railway Stations, etc. In addition, PMBI also educates the public regularly about usages of Jan Aushadhi generic medicines through various social media platforms like Facebook, Twitter, Instagram, YouTube, etc. The Bureau also organizes seminars and workshops to spread awareness about the scheme.

1.5 Current Status PMBJ Kendras in Uttar Pradesh State

- 1.5.1 The GoUP understand the need for effective management of the Scheme and as on March 2023, about 1359 PMBJ *Kendras* are functional in the state, out of which 170 *Kendras* are exclusively operating in the premises of Government Hospitals & Medical Colleges and District Hospitals. These 170 PMBJ *Kendras* are currently operational by selected Vendors through a 5 Year Service Contract (end of Contract Period: July 02, 2023).
- 1.5.2. In order to further ensure access to quality medicines for all section of population especially the poor and the derived ones and generate local employment, the Authority intends to set up new PMBJ Kendras in uncovered Health Institutions upto Community Health Centers (CHC) (as per enclosed list at Annexure-III) along with operation of the existing 170 PMBJ Kendras exclusively in the premises of Government Hospitals & Medical Colleges and District Hospitals. It would be the responsibility of the Respective Nodal Agencies i.e. CMO (for CHC) or CMS (for District Hospitals) or Medical Superintendent (for Medical Colleges) or Director Speciality Hospitals or Chief Medical Officer, DHS to intervene for smooth transition of existing PMBJ Kendras.

1.6 Proposed PMBJ Kendras:

Looking towards the scale of operation, geographical spread and number of existing/proposed PMBJ Kendras in the premises of Special Hospitals, Governmen Hospitals & Medical Colleges, District Hospitals and CHC the Authority has envisage selection of maximum 10 Agencies for the proposed Services.

Total No.	of Distr	icts/Cluste	rs				75
Proposed	PMBJ	Kendras	in	each	District	and	Refer Annexure-III
categoriza	tion of th	e Districts					

The requirement of PMBJ Kendras in each District may increase or decrease at the sole discretion of the Authority.

- 1.6.1 Proposals (e-Tender only) are invited from eligible Applicants for selection of Agency for establishment and operation of PMBJ Kendras across 75 Districts of the state. The Selected Applicant ("Agency") shall be responsible for establishment and operation of PMBJ Kendras as per the Terms and Conditions along with fulfilling other obligations mentioned elsewhere in the RFP Document ("Services"). The details of Services and other obligations to be performed by the Agency are given at Section 6 & 7.
- 1.6.2. Interested Applicants are invited to submit their Proposal in accordance with the terms specified in this RFP. An Applicant may submit a Proposal for one or all Districts subject to

तिकत्सा एवं स्थारण वि सिकत्सा एवं स्थारण वि उत्तर प्रदेश शास्त्र (अठ कीठ केठ की बाहत को संगुक्त कितान एवं रहेट नोडल काविका एमाजी वर्गीकरमावजेवरप्रवाहिक fulfilling the Terms and Conditions, Eligibility criteria etc. as stipulated in the RFP Document giving specific choice/preference of Districts given in Annexure-III. The maximum Number of Districts to be awarded to a Selected Applicant would be 10 (ten). However, subject to less number of Short-listed Applicants, the Authority shall take appropriate decision to increase the number of Districts to be awarded to the Selected Applicants.

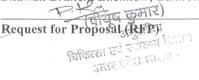
1.7 RFP Document

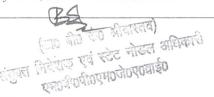
- 1.7.1 The Selected Applicant shall provide the Services under and in accordance with the provisions of the contract (**the "Contract"**) to be entered into between the Selected Applicant and the Concerned Authority in the form provided as part of the RFP Document pursuant hereto.
- 1.7.2 The statements, explanations, and the term and conditions of the Contract contained in this RFP are intended to provide a better understanding to the Applicants about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the Sscope of Services and obligations of the Agency set forth in the Contract or the Authority's rights to amend, alter, change, supplement or clarify the scope of Services, the Contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP Document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.7.3 The Authority shall receive Proposals pursuant to and in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "RFP Documents"), and all Proposals shall be prepared and submitted in accordance with such terms on or before the Proposal due date specified in Clause 1.9 (the "Proposal Due Date").

1.8 Brief Description of the Selection Process

- 1.8.1 The RFP Documents shall be available on the e-tender website https://etender.up.nic.in and may be downloaded by the interested Applicants. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP shall be deemed to form part of the RFP Documents.
- 1.8.2 The Applicant shall deposit on-line (through RTGS2) the RFP Document Fee of Rs 5000.00 (Rupees Five Thousand (non-refundable). Any Proposal not accompanied with RFP Document Fee in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and the Proposal of such Applicant shall not be evaluated further.
- 1.8.3 The Authority has adopted a single-stage two step evaluation system (collectively the "Selection Process") for selection of Agency for award of the Services. Applicant shall be examined and short-listed as per the details submitted under technical proposal ("Technical Proposal") with respect to eligibility and qualifications criteria prescribed in this RFP

²Account Name: Uttar Pradesh Swasthya Bima Kalyan Samiti; Account No.: 37924587574; Branch: Jawahar Bhawan Branch, Lucknow; Bank Name: State Bank of India; IFS Code: SBIN0006144.





("Short-listed Applicants"). The financial proposal under the second step ("Financial Proposal") shall be opened only for the Short-listed Applicants.

- 1.8.4 Applicants would be required to submit the Financial Proposal as per the format given in the e-tender portal as per the contract conditions specified in the RFP. The Short-listed Applicants whose Financial Proposal is determined to be highest for a particular District shall be considered for award of the Services (the "H1 Applicant").
- 1.8.5 The Authority reserves the right to finalize the basic parameters of service performance, broaden the engagement with more Agencies or select another Agency in case of non-performance.
- 1.8.6 Applicants are advised to examine the PMBJP Scheme in greater detail, and to understand the requirements of the Authority etc. as may be required for submitting their respective Proposals for award of the Contract.

1.9 Schedule of Selection Process

1.9.1 The Authority would endeavour to adhere to the following Schedule:

Downloading of RFP	September, 2023 onwards from		
Documents	https://etender.up.nic.		
Submission of	post queries on e-mail address		
queries/clarifications	on or before		
N. 1.1.0.00	, 2023 up to 15.00 Hrs.		
Nodal Officer	CEO, SACHIS		
	Department of Medical Health and Family Welfare		
	Government of Uttar Pradesh		
	4th Floor, Navchetna Kendra, 10, Ashok Marg,		
	Hazratganj, Lucknow, Uttar Pradesh 226001		
	Contact Person:		
	1. XXXX 2. XXXX		
D. D. L. Marting	, 2023 at 15.00 Hrs through video		
Pre-Proposal Meeting	conferencing. through video conferencing		
Opening of Technical	, 2023; 15.30 Hrs. at		
0 1	SACHIS Office, 4th Floor, Navchetna Kendra, 10,		
Proposals	Ashok Marg, Hazratganj, Lucknow, Uttar Pradesh		
,	226001		
Opening of Financial	To be intimated later only to Short-listed Applicants		
Proposals	To be intilitated fater only to short fisted ripplication		
Letter of Award (LoA)	Within 15 days of opening of Financial Proposals		
Letter of Award (Lors)	Within 15 days of opening of a minimum a representation		
Signing of Contract	To be finalized with Selected Applicant/s		
Signing of Contract			
Validity of Proposals	120 days of Proposal Due Date		
	7		
Proposal Due Date	, 2023; 15.00 Hrs.		

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Request for Proposal (RFP)



- 1.9.2 The Authority shall endeavour to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises, without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at the e-tender portal from time to time.
- 1.9.3 Further, the Authority reserves the right to hold, in its sole and absolute discretion, more than one Pre-Proposal meeting or hold one or more consultation meetings with the Applicants and in such event the above schedule shall stand modified and amended.

1.10 Validity of the Proposal

1.10.1 The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date.

1.11 DOCUMENTS FOR SUBMISSION

Format	Description	Documentary Proof		
Form 1	Covering Letter	 a) Proof of payment of Rs 5000.00 (Rupees Five Thousand including GST) towards cost of RFP Document. b) Scanned Copy of Proposal Security(EMD) 		
Form 2	Details of the Applicant	For Public or Private entity including Institution, NGO, Charitable Institute/Trust etc. a) Certificate of Incorporation or other Registration Certificate as applicable to establish the legal entity of the Applicant; b) MoA & AoA in case of Registered Company/Society; c) PAN and GST Certificate; d) EPF Registration Certificate; e) Organizational Certification (if any) For Government or Government-nominated agencies f) Details of the Department, along with supporting documents/sanction orders.		
Form 3	Power of Attorney (PoA)			
Form 4	Financial Capacity	a) Certificate(s) from statutory auditors specifying the Average Annual Turnover; b) IT Return Certificates, Audited and Certification Financial Statements for last three (3) FYs preceding Proposal Due Date		
Form 5	General Submission	 a) Sale license from the Competent Authority (Dru Sale License) b) Client certificate and/or Agreement copy and/or Letter of Award evidencing the experience of the Applicant. 		
Form 6	Proposal Security	a) Format for Bank Guarantee		

My

(द्वार की की की निवास्त्व) (द्वार की पूर्व पूर्वट नोडल कार्यस्था कर्माण्यमण्योगणवाई०

2 SECTION -2 INSTRUCTIONS TO APPLICANTS

हिन्द्र हिन्द्राम् एवं स्टेंट नोडल अधिकारी । एक के के का कार्यकारी । एक के का मान्यकार प्राथमिक

िर्मित्र क्रिसार) (शिसूष क्रिसार) विकित्सा एवं स्वास्थ्य विभाग

2.1 General Terms of Bidding

- 2.1.1. Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the uthority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process shall be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.2 This RFP is not transferable.

2.2 Number of Proposals

2.2.1 No Applicant shall submit more than one Proposal for the said Services.

2.3 Conflict of Interest:

An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Selection Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- i. the Applicant have common controlling shareholders or other ownership interest in the other Applicant; or
- ii. a constituent of such Applicant is also a constituent of another Applicant; or
- iii.such Applicant receives or has received any direct or indirect subsidy or grant from any other Applicant; or
- iv. such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
- v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or the Applicant has employed the current employee/s of the Authority; or any close relatives of the Applicant currently employed by the Authority, whether on a permanent or contract basis.
- 2.3.1. The Applicant shall not have been blacklisted by any Government Agency, or proved to have indulged in serious fraudulent practices by a Court of Law or an independent Commission of Inquiry in India or abroad at the time of Proposal Due Date.

2.4 Cost of Proposal & Site Visit

- 2.4.1 The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and participation in the Selection Process and visit to the office of Authority, etc. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- 2.4.2 Applicants are encouraged to submit their respective Proposals after visiting the site/area to ascertain the ground situation, coverage, quality of assets or any other matter considered relevant by it. The Applicant shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if the Applicant submits a Proposal for the referred Services.



Request for Broposal (RFP) चिकित्सा एवं स्वाटिक विकास उत्तर प्रदेश शास्त्र (ाठ की होंठ श्रीदास्त्व) (ाठ की होंठ श्रीदास्त्व) (ाठ की होंठ नोडल उक्षिकारी एडक्किवर्ग एवं होंट नोडल उक्षिकारी

- 2.5.1. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a. made a complete and careful examination of the RFP Document;
 - b. received all relevant information requested from the Authority;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.4.2 above;
 - d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.4.2 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
 - e. Acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.5.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority

2.6 Right to reject any or all Proposals

- 2.6.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Application/Proposal and to annul the Selection Process and reject all Proposals 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 Proposals, it may, in its discretion, invite all Short-listed Applicants to submit fresh Proposals hereunder.
- 2.6.2 Without prejudice to the generality of Clause 2.6.1, the Authority reserves the right to reject any Proposal if:
 - a. at any time, a material misrepresentation is made or discovered, or
 - b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- 2.6.3 Mis-representation/improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/rejection occurs after the Proposals have been opened and the Selected Applicant gets disqualified /rejected, then the Authority reserves the right to consider the next ranked Short-listed Applicants, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.
- 2.6.4 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Proposal.
- 2.6.5 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

(पीसूष कुनार) 2.7 Pre-Bid Meeting चिकित्सा एवं स्टीर्टी इतार प्रोटी साम्बर्ट हिन्नु (जात कीठ केठ कीवास्त्व) (जात कीठ केठ कीवास्त्व) मंजुकत विशेषात एवं स्टेट नोडल आधिकार एसक्टिक्टीमुख्याकाक्षणकार्वक

- 2.7.1 A Pre-Proposal Meeting of the interested Applicants shall be convened at the designated date, time and place.
- 2.7.2. During the course of Pre-Proposal Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- 2.7.3 The pre bid meeting (the "Pre bid Meeting") shall be held through physical presence. Interested Bidders willing to attend the pre bid meeting should inform SACHIS through Email. Address of meeting date time will be as per schedule of selection process given in

S.n	o cl	apse diculars	Details
	1.	Bank Account Name (As per Statement)	Uttar Pradesh Swasthya Bima Kalyan Samiti
2.8	2Cla	riticationso.	37924587574
	3.	IFSC Code	SBIN0006144
2.8.	I ₄ Ap	plicants requiring any clarification on the RI	Is may send their queries to the Authority by
	5.en	ding emails before the date mentioned in the	he Schedule of Stection Process at Clause
	1.9		

- 2.8.2 The Authority shall endeavour to respond to the queries by the date mentioned at Clause 1.9.1 The Authority will post the reply to all such queries on the e-tender portal without identifying the source of queries.
- 2.8.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.8 shall be construed as obliging the Authority to respond to any queries or to provide any clarification.

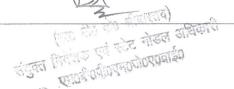
2.9 Amendment of RFP

- 2.9.1 At any time prior to the Proposal Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Applicant, modify the RFP by the issuance of Addenda.
- 2.9.2 All such amendments will be posted on the e-tender portal along with the revised RFP Containing the amendments and will be binding on all Applicants.
- 2.9.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

2.10 Proposal Security (EMD)

- 2.10.1 The Applicant shall furnish as part of its Proposal, a proposal security of Rupees Two Lakh only (Rs. 2,00,000) per District in the form of a Bank Guarantee issued by a Nationalized or a Scheduled Bank in India, in favour of the Authority in the format at Annexure-I: Form 6 (the "Proposal Security"). Fixed Deposit Receipt ("FDR") / Demand Draft (DD) and scan copy of the same shall be uploaded on the portal. The original copy of FDR / DD / Bank Guarantee and Scan copy of the same shall be uploaded on the portal. The Original copy of FDR / DD / Bank Guarantee shall be submitted in the favour of Uttar Pradesh Swasthya Bima Kalyan Samiti, Payable at Lucknow, Address CEO SACHIS 4th Floor, Navchetna Kendra, 10, Ashoka Marg, Hazratganj, Lucknow, Uttar Pradesh 226001.
- 2.10.2 Any Proposal not accompanied by the Proposal Security shall be summarily rejected as non-responsive. The Proposal Security shall have a validity period not less than 180 (one

Request for Proposal (RFP)



- hundred and eighty) days from the Proposal Due Date, and may be extended as may be mutually agreed between the Authority and the Applicant from time to time.
- 2.10.3 Save and except as provided in the Clause above, the Proposal Security of unsuccessful Applicants shall be returned, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Applicant or when the Selection Process is canceled by the Authority, and in any case within 180 (one hundred and eighty) days from the Proposal Due Date.
- 2.10.4 The Authority shall be entitled to forfeit and appropriate the Proposal Security as Damages inter alia in any of the events specified in this Clause 2.10.4 herein below.
 - If an Applicant submits a non-responsive Proposal: a)
 - If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, b) undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - if the Applicant is found to have a Conflict of Interest as specified in Clause 2.2.1; c)
 - If an Applicant withdraws its Proposal during the period of Proposal validity as d) specified in this RFP;
 - In the case of Selected Applicant, if it fails within the specified time limit e)
 - to sign and return the duplicate copy of LoA;
 - to sign the Contract; ii.

2.11 Preparation of Proposal

- 2.11.1 The Proposal with all accompanying documents and all communications in relation to or Concerning the Selection Process shall be in English language and strictly on the prescribed forms provided in this RFP
- 2.11.2. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online in the specified forms and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.
- The Document Listed at Clause 2.16 and other supporting document shall be prepared, scanned and converted to a single file (in PDF format) and uploaded during the on-line submission of Proposal submitted by the applicant (bidders) should provide the documents as prescribed in the bid Document ("Technical Proposal"). No information related to Financial Proposal should be provided in the Technical Proposal, In such case, Authority will be entitled to reject the Proposal.
- 2.11.4. No information related to Financial Proposal should be provided the Technical Proposal. In such a case, authority will be entitled to reject the Proposal
- 2.11.5 The Applicant shall submit the Proposal in accordance with the guidelines/process prescribed in this RFP and ensure that the Proposal is complete in all aspects. The Authority reserves the right to reject Proposals that do not conform to the clause as prescribed in the various sections of this RFP
- 2.11.6 The Proposal shall be signed by the **Authorized Signatory/Representative** of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. Authorized Signatory/Representative shall be:
 - a) By a partner, in case of a Partnership or a LLP; or
 - b) By a duly authorized person in case of Private and Public Limited Company, corporation, Trust, Society, NGO or any other legally registered organizations.

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- c) By the proprietor in case of a Sole proprietorship concern.
- 2.11.7. The Authority shall not be responsible for any non-receipt/non submission of any Proposal owing to any technical issue at e-procurement portal. The Applicants are requested to make online submission well in advance.

2.12 Financial Proposal:

While preparing the Financial Proposal, Applicants (Bidders) are expected to consider the various requirements and conditions stipulated in this Bid Document. The Financial Proposal Should be submitted as per Standard Financial proposal forms prescribed in this RFP document (Annexure II)

- 2.12.1 While submitting the Financial Proposal, the Bidder shall ensure the following:
 - (a) The Bidder shall submit the Financial Proposal as per the instruction provided in this Bid Document
 - (b) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by Authority.
 - (c) The Financial Proposal shall only be submitted in soft copy through E-procurement portal https://etender.up.nic.in in the Format as provided therein ("Financial Proposal") in a MS excel file clearly indicating the amount in figures without any decimal points. For example, amount shall be quoted as 10 instead of 10.1 or 10.12
 - (d) The Financial Proposal shall be furnished in INR (Indian Rupees) only
 - (e) The Financial Proposal needs to be filled in completeness based on financial submission sheet and as per the details mentioned within the sheet
- 2.12.2 A Detailed evaluation of Financial Proposal would be done to ensure that the Annuity quoted is free from computational errors. The Financial Proposal having computational error(s) will be deemed as non-responsive.
- 2.12.3 During evaluation of proposals, Authority may at its discretion, ask the Applicant for a clarification or to submit additional or missing information to his Proposal. The request for clarification or to submission of information and the response shall be in writing If the response from the Applicant is not received by Authority before the expiration of the deadline prescribed in written request, Authority reserves the right to proceed with evaluation process at the total risk and cost of the Applicant.

2.13 Proposal Due Date

2.13.1 Proposal should be submitted before the Proposal Due Date specified at **Clause 1.9** in the manner and form as detailed in this RFP Document. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Applicants.

2.14 Late Proposals

2.14.1 E-procurement portal https://etender.up.nic.in will not allow submission of any Proposal after the prescribed date and time at Clause 2.13.1

2.15 Modification/ substitution/ withdrawal of Proposals

2.15.1 The Applicant may modify, substitute or withdraw its Proposal after submission prior to the Proposal Due Date. No Proposal can be modified, substituted or withdrawn by the Applicant on or after the Proposal Due Date.

2.16 Submission, receipt and opening of proposals

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रंडुकः स्तिवक एवं स्टेट नोडल अधिक एमठबैणपीणप्मणजेजपूक्षाई०

No

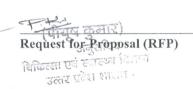
2.16.1 Submission of Proposal

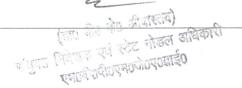
Proposal must be submitted online only through e-procurement portal i.e. https://etender.up.nic.in using the digital signature of Authorized Representative of the Applicant and following the instruction appearing on the screen on or before Proposal Due Date. A Manual containing the detailed guidelines for e-procurement is also available on e-procurement portal.

Format	Description	Documentary Proof		
Form 1	Covering Letter	c) Proof of payment of Rs 5000.00 (Rupees Five Thousand including GST) towards cost of RFP Document. d) Scanned Copy of Proposal Security		
Form 2	Details of the Applicant	For Public or Private entity including Institution, NGO, Charitable Institute/Trust etc. g) Certificate of Incorporation or other Registration Certificate as applicable to establish the legal entity of the Applicant; h) MoA & AoA in case of Registered Company/Society; i) PAN and GST Certificate; j) EPF Registration Certificate; k) Organizational Certification (if any) For Government or Government-nominated agencies l) Details of the Department, along with supporting		
Form 3	Power of Attorney (PoA)	documents/sanction orders. To be certified by a notary public b) Copy of appropriate resolution certified by Company Secretary conveying such authority in lieu of the Power of Attorney		
Form 4	Financial Capacity	c) Certificate(s) from statutory auditors specifying the Average Annual Turnover; d) IT Return Certificates, Audited and Certified Financial Statements for last three (3) FYs preceding Proposal Due Date		
Form 5	General Submission	c) Sale license from the Competent Authority (Drug Sale License) d) Client certificate and//or Agreement copy and/or Letter of Award evidencing the experience of the Applicant.		
Form 6	Proposal Security	b) Format for Bank Guarantee		

- 2.16.2 The Applicants shall be required to submit originals of documents (as required under Clause 2.16.1) listed below in a sealed envelope prior to the Proposal Due Date:
 - a) PoA for Authorised Representative for signing the Proposal;
 - b) Original Proposal Security.

The envelope specified in this Clause shall clearly bear the following identification:





"Enclosures - RFP for Selection of Agency for establishment and operation of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJ Kendra), Uttar Pradesh"

The Authorized Representative of the Applicant(Bidder) should authenticate EMD details, Technical and Financial Proposal

No Proposal shall be accepted after the Proposal Due Date and time

2.16.3 After the deadline for submission of Proposals the Technical Proposal shall be opened by the evaluation committee to evaluate whether the Bidders meet the prescribed Technical-Qualification Criteria.

3 SECTION – 3 - SELECTION OF APPLICANTS

िर्मा कुसार) (तिस्मि कुसार) अनुस्तिव अनुस्तिव िया कीर कोत मीजास्टर) संगुक्त निवंशक एवं स्टेट नोडल अधिकार एमाव्येपपीठएमठजेठएठवाई०

3.1 Eligibility Criteria of Applicants

3.1.1. For determining the eligibility of Applicants for their qualification hereunder, the following shall apply:

a) An Applicant may be a natural person, private entity, or public entity - either be a Company/LLC incorporated under the Companies Act or a Partnership Firm/LLP or be a Society registered under Societies Registration Act, 1860, or a trust registered under the Indian Trusts Act, 1882 or Non-Governmental Organization (NGO)/Charitable Organization registered under the applicable governing laws and must have at least 3 (three) years of experience in the field of Medical Business as on Proposal Due Date ("Applicant");

Medical Business: means that portion of the Business consisting of manufacturing, purchasing, or selling drugs, medicines, implants, and surgical consumables excluding laboratories or diagnostic centers

- b) The Applicant shall be legally competent to enter into a Contract as per prevailing Indian law;
- 3.1.2. The Applicant should have Sale license from the Competent Authority (retail drug license)
- 3.1.3 The Applicant must have an average annual turnover (AAT) as given below within the last 3 (three) FYs, immediately preceding the Application Due Date (2022-23, 2021-2022, 2020-2021).

In case, the Audited Financial Statement is not available for FY 2022-23, the Applicant can account for 2019-20; 2020-21 & 2021-22.

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(ाठ बीच कठ माजास्त्रण) संबुद्ध निदेशक एवं स्टेट नोडल आह्मकारी

District Categories	Average Annual Turnover (AAT) in Rs Lakhs
A	100.00
В	80.00
С	60.00
D	40.00

Illustration: If any Applicant selects 3 Districts of Category A, 2 Districts of Category B, 1 District of Category C and 4 Districts of Category D. The minimum turnover shall be determined as follows:

District	AAT in Rs Lakhs for	No. of	Total AAT Required
Categories	Each District	Selected	(in Rs Lakhs)
		Districts.	
A	В	C	b x c = d
A	100.00	3	300.00
В	80.00	2	160.00
С	60.00	1	60.00
D	40.00	4	160.00
Minimum AAT required for submitting Proposal for			680.00
10 Districts			

3.2 EVALUATION PROCESS

3.2.1 **Opening of Technical Proposals**

The Authority shall open the Technical Proposals received online at the time, date and the place specified in Clause 1.9.1 The Applicants may choose to attend physically or witness the electronic Proposal opening procedure online. The Applicants names and the presence or absence of requisite Proposal Security and such other details as the Authority at its discretion may consider appropriate, shall be announced at the opening.

3.2.2 Tests of Responsiveness

As a first step towards evaluation of Proposals, the Selection Committee shall determine whether each Proposal is responsive to the requirements of this RFP. Proposal shall be considered responsive only if:

- a) Proposal is received online as per the format at Annexure-I; and
- b) it is received by the Proposal Due Date including any extension thereof; and
- c) Proposal is accompanied with RFP Fee and Proposal Security as specified in RFP; and
- d) it is accompanied by the Power of Attorney; and
- e) it contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified); and
- f) it does not contain any condition or qualification; and
- g) it is not non-responsive in terms hereof.

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(कार कीर केर भी वास्तव) (कार कीर केर भी वास्तव) महार्विश्वीक एवं स्टेट नोडल सामिकारी The Authority reserves the right to reject any Technical Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposal.

If found responsive, the Technical Proposal would be evaluated for adequacy of the same vis-à-vis requirements and conditions set out in the RFP.

3.2.3 Evaluation of Technical Proposals

The Selection Committee will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Section. To facilitate evaluation of Proposals, the Selection Committee may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

Description	Documentary Proof	Remarks
Form 1	 a) Covering Letter strictly as per format attached b) Proof of payment of Rs 5000.00 (Rupees Five Thousand (Non Refundable) towards cost of RFP Document c) Proposal Security(EMD) of Rs 2,00,000 per District 	Yes/No
Form 2	 a) Certificate of Incorporation or other Registration Certificate as applicable to establish the legal entity of the Applicant; b) MoA & AoA in case of Registered Company/Society; c) PAN and GST Certificate; d) EPF Registration Certificate; e) Organizational Certification (if any); f) Non-conviction Certificate issued by FDA; g) Sale license from the Competent Authority (Drug Sale License); h) Experience in Medical Business for at least 3 Years - Drug License and Certificate from Statutory Auditor stating the experience; i) Undertaking - commitment to establish and operate PMBJ Kendras in the uncovered Health Institutions upto CHC level as per RFP Terms For Government or Government-nominated agencies - Details of the Department, along with supporting documents/sanction orders. 	Yes/No
Form 3	Power of Attorney certified by a notary public Copy of appropriate resolution certified by Company Secretary conveying such authority in lieu of the Power of Attorney Yes/No	
Form 4	Financial Capacity of the Applicant a) Certificate(s) from statutory auditors specifying the Average Annual Turnover; b) IT Return Certificates, Audited and Certified Financial Statements for last three (3) FYs	Yes/No

(पीयूष कुमार)

शिवता मिद्रशक एवं स्टेट नोडल अधिकारी संयुक्त मिद्रशक एवं स्टेट नोडल अधिकारी

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preceding Proposal Due Date

Based on the evaluation, the Selection Committee shall prepare a list of Short-listed Applicants. The Authority's decision regarding this shall be final and binding on the Applicants.

3.2.4 Opening of Financial Proposals

- i. The Authority shall inform the date, venue and time of online opening of the Financial Proposals to the Short-listed Applicants through e-procurement portal as mentioned in Clause 1.9 and e-mail.
- ii. Financial Proposal of Short-listed Applicants shall be opened in the presence of the representatives of Short-listed Applicants, who choose to attend. The Financial Proposal of the Short-listed Applicants shall be read out and recorded.
- iii. Financial Proposal of all the Short-listed Applicants would be evaluated on the basis of the Total Annuity payable District-wise to the Authority (the "Bidding/Selection Parameter").
- iv. A detailed evaluation of Financial Proposal would be done to ensure that the Annuity quoted is free from computational errors. The Financial Proposal having computational error(s) will be deemed as non-responsive.
- v. The Financial Proposals would then be ranked in descending order, with the Applicant quoting the highest Total Annuity for a particular District shall be ranked First (H1) and the Applicant quoting the second highest Total Annuity shall be ranked Second (H2) and so on.
- vi. During evaluation of Proposals, Authority may, at its discretion, ask the Applicant for a clarification or to submit additional or missing information to his Proposal. The request for clarification or submission of information and the response shall be in writing. If the response from the Applicant is not received by Authority before the expiration of the deadline prescribed in the written request, Authority reserves the right to proceed with evaluation process at the total risk and cost of the Applicant.

3.2.5 Selected Applicants

i. After evaluation of the Financial Proposals, in case the Annuity quoted by H1 Applicant is found seriously unbalanced by Authority in relation to the Market Rate or its Internal Estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed cost analysis for any or all items specified in Financial Proposal, from the H1 Applicant to demonstrate the internal consistency of those costs.

"Market Rate" shall mean prevailing cost involved in establishment and operation of PMBJ Kendras with similar specifications anywhere in India.

"Internal Estimate" shall mean the Annuity amount prepared by Authority through its internal estimates.

"Good Industry Practice" shall mean the use of cost that would reasonably and ordinarily be expected from an Agency engaged in operation of PMBJ Kendra anywhere in India.

ii. In case of the Financial Proposal of the H1 Applicant, which is unrealistically lower or unrealistically higher than Internal Estimate or Market Rate or Good Industry Practice and which could not be substantiated satisfactorily by the H1 Applicant may

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्रिक्ट के बार की कार्य अधिकारी के बार के बार की कार्य अधिकारी be called for negotiation. The Authority retains the right to negotiate with the H1 Applicant to match Internal Estimate or Market Rate or Good Industry Practice. In case, the H1 Applicant refused to negotiate it's Financial Proposal as indicated above, the Authority may reject its Proposal as non-responsive.

- iii. The Authority however does not bind itself to accept the most preferred Proposal before or after the negotiations and it reserves the right to accept or reject any Proposal, in whole or in part. The negotiations shall include discussions of the Client's inputs, the Conditions of the Contract, and finalizing the "Scope of Services" of the Agency. These discussions shall not substantially alter the original terms of the Contract.
- iv. The Authority, after negotiation, shall declare the H1 Applicant ("Selected Applicant") and its Proposal is most favourable as per the provisions of RFP.
- v. Thereafter Authority shall appoint Selected Applicants in the following manner:

Name of the District	Selected Applicant
District 1	H1
District 2	H1
District 3	H1
District 75	H1

- vi. In the event that a bidder participates in more than 10 clusters and finds H1 for more than 10 clusters, they will be allocated clusters (Districts) in accordance with their preferences as per Annexed form 5. For the remaining districts after allocation, H2 bidders would be invited to match the H1 rate. If H2 fails to match the H1 rate, the option will be passed on to H3, H4, and so on.
- vii. In the event that two or more Applicants whose Total Annuity are same for a particular District, (the "Tie Applicants") then the Authority reserves the right either to:
- a) invite fresh Financial Proposals from these Applicants; or
- b) identify the Selected Applicant by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Applicants who choose to attend; or
- c) take any such measure as may be deemed fit in its sole discretion, including annulment of the Selection Process.

3.2.6 Letter of Award (LoA)

- i. As mentioned in the Schedule of Selection Process, a Letter of Award (the "LoA") shall be issued, in duplicate, by the Authority to the Selected Applicant/s and the Selected Applicant/s shall, within the time specified in the Clause 1.9, sign and return the duplicate copy of the LoA in acknowledgement thereof.
- ii. The LoA may be awarded even in the case of a single Short-listed Applicant, at the discretion of the Authority.

3.2.7 Award of Contract

After acknowledgement of the LoA by the Selected Applicant, it shall execute the Contract within the time specified in the Clause 1.9 with PMBI and Respective Nodal Agencies i.e.

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CMO (for CHC) or CMS (for District Hospitals) or Medical Superintendent (for Medical Colleges) or Director (For Special Hospital) Chief Medical Officer, DHS for the established protocol as well as timelines for establishment of PMBJ Kendras, operational guidelines which constitutes the entire end-to-end process.

Any slippage will invoke penalties to be decided as deemed proper and be included as a part of the Contract.

- 3.2.8. The Selected Applicant shall not be entitled to seek any deviation in the Contract.
- 3.2.9. Authority reserves the right to revoke the Contract for non-performance by the Agency. The performance of the Agency may be reviewed as per the terms and conditions mentioned in this Contract on monthly basis.
- 3.2.10 The Selected Applicant shall not contract or assign (sublet) to any other party or parties the whole or any portions of the Contract awarded by the Authority.

SEECTION 4 - OTHER MISCELLANEOUS CONDITIONS 4

4.1 **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Agency shall not be disclosed to any person who is not officially concerned with the Selection Process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. 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 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.

4.2 **Proprietary Data**

The RFP Documents and all attached documents, other information supplied by the Authority and are transmitted to the Applicant shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this Clause shall also apply mutatis mutandis to Proposals and all other documents submitted by the Applicants, and the Authority will not return to the Applicants any Proposal, document or any information provided along therewith.

4.3 Other Conditions

I. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [Lucknow] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

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- II. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection 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) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant;
 - d) and/or 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.
- III. It shall be deemed that by submitting the Proposal, the Applicant 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.
- IV. The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

5 SECTION – 5 FRAUD AND CORRUPT PRACTICES

5.1 General

- I. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and subsequent to the issue of the LoA and during the subsistence of the Tripartite Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Tripartite Agreement, the Authority may reject a Proposal, withdraw the LoA, or terminate the Tripartite Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP Documents and/ or the Tripartite Agreement, or otherwise.
- 11. Without prejudice to the rights of the Authority under Clause 5.1.(I) hereinabove and the rights and remedies which the Authority may have under the LoA or the Tripartite Agreement, or otherwise if an Applicant 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 Selection Process, or after the issue of the LoA or the execution of the Tripartite Agreement, such Applicant, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant, or Agency, 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

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- III. For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or a) indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Selection Process or the LoA or has dealt with matters concerning the Tripartite 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save and except as permitted of this RFP, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Tripartite Agreement, as the case may be, any person in respect of any matter relating to the Service or the LoA or the Tripartite Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Service;
 - b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;
 - 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 Selection Process;
 - d) "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 Selection Process; or (ii) having a Conflict of Interest; and
 - e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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6 SECTION- 6- TERMS & CONDITIONS OF THE CONTRACT

Following is the general terms and conditions for the engagement of the A-gency for the Services. Any changes to the Terms and Conditions must be confirmed in writing by Authority.

6.1 Applicability

These general conditions shall apply to the extent that they are not superseded by provisions in any other part of the Contract.

6.2 Governing Language

The Governing Language of the Contract will be English.

6.3 Applicable Law

The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of a competent court of jurisdiction within the city of Lucknow.

6.4 Currency of Payments

Any payment transaction shall be made in Indian Rupees (INR) only.

6.5 Contract Amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both parties to the Contract.

6.6 Performance Security

- I. The Agency shall, for the due and faithful performance of its obligations hereunder during the Contract Period, provide to the Authority, 7 (seven) days before the Execution Date of the Contract, an irrevocable and unconditional bank guarantee from a Scheduled or Nationalized Bank for a sum equivalent to Rs 10,00,000 (Rupees Ten Lakhs only) per District, (the "Performance Security"). Until such time the Performance Security is provided by the Agency pursuant hereto and the same comes into effect, the Proposal Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Proposal Security to the Selected Applicant. In the event, the Agency fails to provide the requisite Performance Security as specified above, the Authority may cancel the LoA.
- II. Performance Security shall remain valid for a period of six (6) Months beyond the Contract Period.

III. In case of Contract Period is extended, the additional performance security will be deposited per Clause 6.6. I by the Agency.

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6.7 Contract Period

Subject to acceptance of the LoA and submission of appropriate amount of Performance Security, the Selected Applicant shall sign the Service Contract with Respective Nodal Authorities for a **period of 5 years**.

6.8 Proposed PMBJ Kendra

- I. The PMBJ *Kendras* (within a particular District) shall be located within the premises of Special Hospitals, Government Hospitals, District Hospitals, CHCs in the State.
- II. The Authority in consultation with Respective Nodal Authorities, shall identify the minimum required space (120 sq. ft.) for opening of PMBJ *Kendras*, conforming to the standards approved by the PMBI. The Agency shall sign a lease agreement with a nominal lease rent of Rs 1 per year for utilization of the space.
- III. Applicant will use the space solely for the purpose for which it has been allotted and for no other purpose and shall not part with the space, sub-let the space to anyone directly or indirectly.
- IV. The Nodal Officer nominated by respective Nodal Authorities shall inspect the proposed leased space/store prior operation of the PMBJ *Kendras* for assessing the availability of area, linkages, locational details, resources (manpower), lease agreement terms, facilities available i.e. power supply, water connection (if any), toilet, public transport etc.
- V. The Agency shall furnish the PMBJ *Kendra* as per the design layout approved by PMBI or the Nodal Officer.
- VI. The proposed PMBJ Kendra should have:
 - a) Minimal furniture for storage and display of Drugs, sell counter for issue of bills and medicines, chair & table for working staff;
 - b) minimum two display board (horizontal and vertical) following the language, logo, design, colour combination etc. as approved by PMBI.
 - c) computer, printer and internet and telephone connection as per the Technical Specifications approved by PMBI;
 - d) Refrigerator for storage of medicines at required temperature as per Drugs and Cosmetics Act;

6.9 Timelines

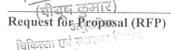
The Agency shall adhere to following timelines for opening of PMBJ Kendras (Districtwise):

a) To be operational within 60 (sixty) days after handing over the space/area by the Authority or as directed by the Authority;

6.10 Incentives

PMBI and the State Government shall extend following incentives/support for establishment ad operation of PMBJ Kendras:

- a) Identification and allocation of space by State Government;
- b) PMBI will arrange training sessions for those Agencies who do not have any experience in running a medical store.
- c) The sales margin/earning of PMBJ Kendras is 20% of MRP (excluding taxes) or as



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applicable as per GoI Guidelines. This will change as per changes made by Government in future from time to time.

6.11 Operation of PMBJ Kendra and Tripartite Agreement

- I. The Selected Applicant shall apply to PMBI for opening of Janaushadhi *Kendra* and must fulfill all the requirements & operating terms and conditions as laid out by PMBI in the regard from time to time.
- II. The Agency, shall be responsible for, operation and maintenance of the PMBJ *Kendra* under and in accordance with the provisions of a tripartite agreement ("**Tripartite Agreement**") to be entered into between PMBI, CMO (for CHC) or CMS (for District Hospitals) or Director (For Special Hospital) or Medical Superintendent (for Medical Colleges) and the Agency in the form provided by the Authority as part of the RFP Documents pursuant thereto.
- III. The Agency shall not commence operations of the PMBJ *Kendra* until and unless PMBI approves the same for being reasonably conforming to the planned specifications.
 - a) The Agency shall obtain Drug License and other permissions to run the PMBJ *Kendra*. Compliance to all statutory requirements for storage of Drugs shall be ensured by the Agency.
 - b) The Agency must employ one B-Pharma/D-Pharma degree holder as a Pharmacist in the PMBJ *Kendra*;
 - c) The Agency shall run the PMBJ *Kendra* round the clock. Timings of the store will be decided by PMBI or the Authority as per needs of location.
 - d) The Agency shall at their own cost maintain and keep the said PMBJ *Kendra* in good hygienic condition and will keep it neat and clean and shall make its own arrangement for removal of refuse and garbage as directed by authorities.
 - e) All day-to-day operation expenses including manpower, utility, insurance, renewal of applicable licenses cost etc. to be borne by the Agency.
 - f) Medicines, sourced and supplied only by PMBI, will be allowed to be sold through stores. The list of medicines will be dynamic and will be altered after approval from special committee.
 - g) Procurement of products from Vendors/ Suppliers/ Manufacturers having WHO-GMP certified facilities through e-tender portal (CPPP) of the GoI.
 - h) The PMBJ *Kendra* can also sell allied medical products that are commonly sold in chemist shops.
 - i) The Agency will be entitled to collect medicine charges as per the guidelines issued by PMBI from time to time.
 - j) All billing should be done using software provided by PMBI. No medicine/drug to be sold in PMBJ *Kendra* without using Software provided by PMBI. However, cost of connectivity and maintenance of hardware will be borne by the Agency.

6.12 Monitoring of PMBJ Kendras

- I. The Respective Nodal Authorities shall have right to inspect the PMBJ Kendras for assessing the condition of the space/area, manpower deployed, sale procedures, storage of medicines, billing, treatment to patients/customer, management of the *Kendra* etc.
 - a. The Agency shall furnish a copy of price list of medicines kept for sale, to the DHS and shall also make available copy of the same at all the time and at the time of

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inspection/ verification. If it is found that product exhibited for sale is sold by the Agency at higher rate than shown in the price list furnished by the Agency and no agreed discount has been given, the same shall be considered as breach of the terms and conditions of this Contract. A soft copy of the entire price list in a Microsoft Excel format should be supplied to the Nodal Officer on fortnightly basis during the period of Contract.

II. In addition to the annual financial statement, the Agency shall also submit the monthly income-expenditure statement to the respective DHS.

6.13 Payment Terms

The Agency shall deposit the Annuity to the designated account of Respective DHS as per the quoted and accepted terms before March 31 of each FY. In case of non-payment of Annuity, the Authority reserves the right to terminate the Contract and invite the H2 Applicant or other Short-listed Applicants for operation of the PMBJ *Kendra* for the balance Contract Period.

6.14 Standards of Performance

The Agency shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and payment terms, in accordance with "Good Industry Practice", generally accepted techniques and practices used in the pharmaceutical industry globally and with professional service standards recognized by PMBI and shall observe sound management practices. The Agency shall always act, in respect of any matter relating to the Contract, as faithful Service Provider to Authority and shall, at all times, support and safeguard Authority's legitimate interests in any dealings with third parties.

6.15 Performance of Services

- I. The Agency shall perform the Services in accordance with the Terms specified in the RFP. Any unexcused or under performance of Services and other obligations as per terms and conditions of the Contract by the Agency, shall render the Agency liable to any or all of the following sanctions;
- a) forfeiture of his Performance Security;
- b) imposition of liquidated damages, and/ or
- c) termination of the Contract for Default
 - II. The Agency shall be under a probation period of six (6) months, wherein the Authority will observe the Services provided by the Agency, in case it is deemed that the Services are deficient or inadequate, the Authority reserves the right to terminate the Contract forthwith. The Authority also reserves the right to undertake a periodic review the Services including patient satisfaction, availability of medicines, compliance rate of prescription medicines, quality parameters, compliance of any other regulations etc. and take appropriate measures including termination of Contact if the Services provided are seemed to be consistently deficient.

6.16 Liquidated Damages

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- I. The Agency shall operate the PMBJ *Kendras* as per the Timelines and Terms and conditions given in the RFP. If the Agency fails to establish and operate the PMBJ *Kendras* within the Timelines or any extension of the time for operation previously granted, the Agency shall pay to the Authority Liquidated Damages at the rate of Rs 500 (Five Hundred only) per day per PMBJ *Kendra* of delay. The aggregate amount of such Liquidated Damages shall in no event exceed Rs 60,000 (Rupees Sixty Thousand Only) per PMBJ *Kendra*. The said liquidated damages shall be recovered from the Performance Security. Once the maximum is reached, the Authority shall terminate the Contract of the particular District awarded to the Agency, irrespective of the number of non-operational PMBJ *Kendras* within that District, pursuant to Clause 6.21.
- II. The Agency shall run the PMBJ *Kendra* round the clock or decided by PMBI/Authority as per needs of location. If the PMBJ *Kendra* is non-operational for more than 2 (two) days in a month, the Agency shall pay to the Authority Liquidated Damages at the rate of Rs 500 (Five Hundred only) per day per PMBJ *Kendra* of closure.
- III. The Agency shall not assign or sublet the Contract or any part or it without written permission from the Authority. In case of non-compliance, the Contract may be canceled and the damages, if any, may be recovered from the Agency.

6.17 No Claim Certificate

The Agency shall not be entitled to make any claim, whatsoever against Authority under or by virtue of or arising out of the Contract, nor shall Authority entertain or consider any such claim, if made by the Agency after it shall have signed a "No claim" certificate in favour of Authority in such forms as shall be required by Authority after the Services are finally accepted.

6.18 Force Majeure

- I. Notwithstanding the provisions of Clause on Termination and Performance of Services, the Agency shall not be liable for forfeiture of his Performance Security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the Contract is caused due to circumstances beyond his reasonable control and is the result of an event of Force Majeure.
- II. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency and not involving the Agency fault or negligence and not foreseeable. Such events may be inclusive, but are not limited to, wars or revolutions, fircs, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Agency shall as soon as practicably possible notify Authority in writing of such conditions and the cause thereof. Unless otherwise directed by Authority, the Agency shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.19 Documents submitted by the Agency

All documents, reports, spreadsheets and any other documents prepared and submitted by the Agency in the execution of the Contract shall become and remain the property of Authority and before termination or expiration of the Contract; the Agency shall deliver all such documents, prepared under the Contract along with a detailed inventory thereof, to Authority.

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6.20 Confidentiality

The Agency will have to maintain the confidentiality of the Contract or the Services. In no case, the Agency is allowed to use the data or share the information with a third party.

6.21 Termination

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this clause, terminate this Contract if:

- a) The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 15 days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) The Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) The Agency fails to comply with any final decision reached as a result of arbitration proceedings;
- d) The Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency knows to be false;
- e) Any document, information, data or statement submitted by the Selected Applicant in its Proposal, based on which the Selected Applicant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of more than 60 days; or
- g) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

Subject to termination, the Authority shall invite other Short-listed Applicants for establishment and operation of PMBJ *Kendras* (District-wise) for the balance Contract Period.

6.22 Cessation of Services

Upon termination of this Contract by notice of, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.

6.23 Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the Contract.

6.24 Conciliation

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In the event of any Dispute between the Agency and Authority, either Party may require such dispute to be referred to the CEO, SACHIS and the Authorized Person for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved either Party may refer the Dispute to arbitration in accordance with the provisions of the Clause "Arbitration".

In the event of any Dispute between the Parties, either Party may call upon a mutually accepted person to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by such person or without the intervention of such person, either Party may require such Dispute to be referred to the CEO, SACHIS and the Authorized Person of the Agency for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 6.24. or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 6.25.

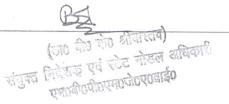
6.25 Arbitration

- I. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 6.24, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 6.25.II. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration Act. The place of such arbitration shall be Lucknow, and the language of arbitration proceedings shall be English.
- II. There shall be an arbitral tribunal comprising 3 (three) arbitrators, of whom each Party shall select 1 (one), and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- III. The arbitral tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 6.25 shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.
- IV. The Agency and the Authority agree that an Award may be enforced against the Agency and/or the Authority, as the case may be, and their respective assets wherever situated.
- V. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

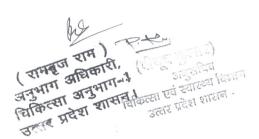
6.26 Adjudication by a Tribunal

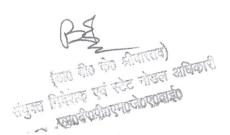
In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Agency and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 6.25, be adjudicated upon

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by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.





7 ANNEXURES

7.1

स्वास्त्र स्वास्त्र के क्षिण्य कुलार) स्वास्त्र स्वास्त्र के क्षिण्य कुलार) स्वास्त्र स्वास्त्र के क्षिण्य एवं क्ष्मका इंडाए बीठ केंठ श्रीवास्त्व) संडुक्त निवेशक एवं स्टेट नोडल अधिकार्थ एमाव्यीवपीक्षणपाव्योवस्वार्थ

ANNEXURE-I

7.1.1 Letter comprising the Technical Proposal

(On Applicant's letter head)

Dated:

To

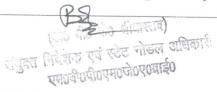
CEO, SACHIS

Department of Medical Health and Family Welfare Government of Uttar Pradesh 4th Floor, Navchetna Kendra 10, Ashok Marg, Hazratganj Lucknow, Uttar Pradesh 226001

Sub: RFP for selection of Agencies for establishment and operation of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJ Kendra), Uttar Pradesh

With reference to your RFP dated ______, I/we, having examined the RFP Documents and understood their contents, hereby submit our Proposal for the aforesaid Service.

- 2. All information provided in the RFP Document is true and correct.
- 3. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
- 4. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Applicants for the Service, without incurring any liability to the Applicants.
- 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 authority or a judicial pronouncement or arbitration award, nor been expelled from any contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority; and
 - b. I/We do not have any Conflict of Interest as defined in the RFP;
 - c. 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 the RFP, in respect of any tender or RFP issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government. Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, 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; and
 - e. the undertakings given by me/us along with the Proposal in response to the RFP for the Service are true and correct as on the date of making the Proposal and are also true and



correct as on the Proposal Due Date and I/we shall continue to abide by them.

- 8. I/We 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 my/our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.
- 9. I/We 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 Government or convicted by a Court of Law for any offence committed by me/us.
- 10. I/We undertake that in case due to any change in facts or circumstances during the Selection Process, I/we am/are attracted by the provisions of disqualification in terms of the guidelines referred to above, I/we shall intimate the Authority of the same immediately.
- 11. I/We hereby irrevocably waive any right or remedy which I/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 Agency, or in connection with the Selection Process itself, in respect of the above mentioned Service and the terms and implementation thereof.
- 12. In the event of being declared as the Selected Applicant, I/We agree to enter into a Contract in accordance with the RFP. I/We agree not to seek any changes in the aforesaid Contract and agree to abide by the same.
- 13. I/We have studied all the RFP Documents carefully and examined the details of the Services to be rendered. I/We understand that except to the extent as expressly set forth in the Contract, I/we 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 or concerning or relating to the Selection Process including the award of Contract.
- 14. I/We offer a Proposal Security (EMD) of Rs 2,00,000 (Two Lacs only) per District to the Authority in accordance with the RFP.
- 15. I/We agree and understand that the Proposal is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Contract is not awarded to us or our Proposal is not opened.
- 16. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Proposal Due Date specified in the RFP.
- 17. I/We agree and undertake to abide by all the terms and conditions of the RFP.
- 18. The Proposal is unconditional and unqualified.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature of the Authorized signatory)

Date:

Place:

(Name and designation of the of the Authorized signatory) Name and seal of Applicant

मूज राम) रिक्रिया है। म आक्षणारी, अनुसाय है। सा अनुसाय के स्वास्थ्य हिस्सी प्रदेश शासिकारिक हैं। (ग्राठ कीठ की बोहासाव) इस निदेशक एवं स्टेट नोडल **अधिका**री एसावीप्रतिव्यक्तिप्रताविव्यक्ति

7.2 Form 2

ANNEXURE-I 7.2.1 Particulars of the Applicant

1.	Name of the Applicant	
2.	Legal status (please tick as applicable)	 Sole Proprietor Partnership or LLP Private Company or LLC NGO/Society/Charitable Trust etc.
3.	Country of incorporation Date of incorporation and/ or commencement of business	 NGO/Society/Charitable Trust etc. Please attach: Copy of Certificate of Incorporation and Memorandum of Association and Article of Association issued by Registrar of Companies (in case of Company) or Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms or any other relevant Certificate to claim legal entity of the Applicant; Permanent Account Number (PAN); GST registration certificate
4.	Registered address/ Corporate headquarters and its branch office(s), if any	OST registration terrificate
5.	Brief description of the Applicant	 Major activities of the Organization; Organization Chart showing the structure of the organization, including the names of the Directors/Partners (as applicable); Under any Ministry / State Govt. Department (Yes/No); If Yes, please state details Organizational Certificates
6.	Particulars of the Authorized Signatory	Name: Designation: Address: Mobile Number: E-Mail Address:
7.	Has the Applicant been barred/blacklisted by any Government Department/Public Sector Undertaking, from participating in any project/Service?	Yes/No
8.	If the answer to 7 is yes, does the bar	Yes/No

Request for Proposal (RFP)
विकारी (पीयूप कुमार)
अनुसचिव
अनुसचिव
अनुसचिव

(उठ कीठ रोठ शीयास्तव) (उठ कीठ रोठ शीयास्तव) (उठ कीठेशक एवं एटेट नोडल वाधिकारी एमाविकविक्सक्तिकएकाईक

	subsist as on the Proposal Due Date?	
9.	Has the Applicant, suffered bankruptcy/insolvency in the last three years?	Yes/No
	Note: If answer to any of the question eligible for this Proposal	ns at (7) to (9) is yes, the Applicant is not

(Signature of the Authorized signatory)

Date:

Place:

(Name and designation of the of the Authorized signatory) Name and seal of Applicant

7.3

प्रिंग सामा के किला एवं स्वास्थ्य विकास स्वास्थ्य किला किला किला है।

(गाठ होठ केठ शीवास्तव) अनुवत विदेशक एवं स्टेट नोडल खिकारी एकावीकाकिएमक्को०एकवाई०

ANNEXURE-I 7.3.1 **Power of Attorney for signing the Proposal**

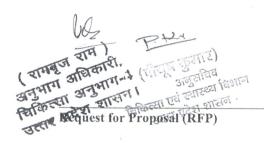
Know all men by these presents, I/we,
AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative 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 THISDAY OF, 2023.
For
(Signature, name, designation and address)
Witnesses:
1. 2.
Notarised
Accepted PS
Request for Proposal (RFP) श्री कारी विकास एवं स्वास्थ्य विकास के स्वास्थ्य

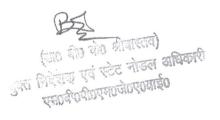
State Agency for	Comprehensive	Health and	Integrated	Services	(SACHIS)
------------------	---------------	------------	------------	----------	----------

(Signature, name, designation 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 executants (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 should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.





7.4 Form 4

ANNEXURE-I 7.4.1 Financial Capacity of Applicant

M/s	·		
Annual Turnover 2022-23 (Rs Crore)		2021-22	2020-21
Average Annual Turnover (Rs Crore)			
Signature of Chartered Statutory Auditor			
Name of the Chartered Statutory Auditor	Accountant /		
a) The Applicant s	financial data for the	he balance sheets, finar immediately preceding t	ncial statements/ income three years for 3 (three)
returns and other	financial data for the oposal Due Date.	he balance sheets, finar immediately preceding t	ncial statements/ income three years for 3 (three)
a) The Applicant sireturns and other preceding the Pro (Signature of the Aut)	financial data for the oposal Due Date.	he balance sheets, finar immediately preceding t	ncial statements/ income three years for 3 (three)
a) The Applicant so returns and other preceding the Pro (Signature of the Aut) Date: Place: (Name and designation)	r financial data for the oposal Due Date. horized signatory) on of the of the Author	immediately preceding t	ncial statements/ income three years for 3 (three)
a) The Applicant so returns and other preceding the Pro (Signature of the Aut) Date: Place: (Name and designation)	r financial data for the oposal Due Date. horized signatory) on of the of the Author	immediately preceding t	ncial statements/ income three years for 3 (three)
a) The Applicant since turns and other preceding the Pro (Signature of the Aut) Date: Place:	r financial data for the oposal Due Date. horized signatory) on of the of the Author	immediately preceding t	three years for 3 (three)

ANNEXURE-I

7.5.1 Preference of District and General Submission

1.	Preference of Districts	
	(Refer Annexure III)	
2.	Drug Sale License	Certificate to support the claim
3.	Proposed source of funding for PMBJ <i>Kendras</i>	
4.	Previous Experience if any in	operation of Medical/Drug Store
	Client certificate and/or Cha	rtered Accountant's certificate and/or Agreement
		evidencing the aforementioned experience of the
		ld also provide Drug License certificate.
a)	No. of Operational Medical/	
	Drug store	
b)	Name and location of Medical/ Drug store	
c)	Years since operational	
d)	Start of operations (Year)	
e)	Legal Entity claiming the	
	Experience	
f)	Relationship of the Legal	
	Entity who is claiming relationship with Applicant	
	Totationship with Applicant	

(Signature of the Authorized signatory)

Date:

Place:

(Name and designation of the of the Authorized signatory) Name and seal of Applicant

7.6

(स्टिम्स्ट्रा सम्म) अनुस्राच्य अनुस्राच्य (अभाग अनुस्राच्य अनुस्राच अनुस्रा

(का की क्षेत्र की बारताय) (का की क्षेत्र की बारताय) उन्ह निर्वेतक एवं स्टेट नोडल अधिकारी एमाविवपीक्षण्यक्तेवरवाईक

ANNEXURE-I

7.6.1 Format for Bank Guarantee

{Guarantor letterhead or SWIFT identifier code}

Guarantor	insert Bank's Name, and Address of Issuing Branch or Office
Beneficiary	
Issuance Date	
BG No	
We have been informed has applied for the RFP I Beneficiary, for the esta Kendras (PMBJ Kendra)	that [name of Firm] (hereinafter called the "Applicant") No.:/2023, Lucknow dated:
Furthermore, we understa	and that, according to the conditions of the RFP, a Bank Guarantee in the(Rupees Lakh only)3 is to be made as Proposal Security.
Lakh only) Beneficiary's written state accompanying or identify under the RFP because the state of the state	Applicant, we, as Guarantor, hereby irrevocably undertake to pay the sums not exceeding in total an amount of Rs (Rupees upon receipt by us of the Beneficiary's demand supported by the tement, whether in the demand itself or in a separate signed document ying the demand, stating that the Applicant is in breach of their obligation the Applicant has failed to offer the services in accordance with the RFP e equivalent amount against which the Applicant has failed to offer the
It is a condition for any number at	claim and payment under this guarantee to be made on their account [name and address of bank].
This guarantee shall expi 20234.Consequently, any office on or before that da	re that the selection of Applicant completed on the day of
[signature(s)]	
	7.7
request an extension of this gi the expiration date established period not to exceed [one year	n date. In the event of an extension of the time of the RFP, the Beneficiary would need to arrantee from the Guarantor. Such request must be in writing and must be made prior to d in the guarantee. The Guarantor agrees to a one-time extension of this guarantee for a r], in response to the Beneficiary's written request for such extension, such request to be fore the expiry of the guarantee

Request for Proposal (RFP)

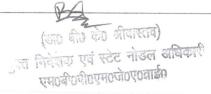
ANNEXURE-II

7.7.1 Format for Financial Proposal

To be submitted on-line as per the BOQ provided in the e-tender portal Applicants submitting the Financial Proposal in physical form will have their Proposal rejected

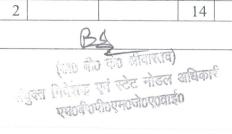
	P	ropos	ed PMBJ			Pradesh (Government	Prer	nises)		
SI.	Name of the				ase I				Phase	II	I&II
No.	District/Cluster	Med i c a l C o ll e g e s	Annuity offered/ Year (INR) without GST/ Medical Colleges	Total Annuity (INR) for all Medical colleges in district e= (c * d)	Dist r i c t H o s p i t a 1	Annuity offered/ Year (INR) without GST/Distric t Hospital	Total Annuity(INR) for all District Hospitals in district h= (f * g)	CH C s	Annuity offered/ Year (INR) without GST	Total Annuity (INR) for all CHCs in district k= (i * j)	Total Annuity offered (INR)/Year/ Cluster for whole district I = (e+h+k)
a	b	c	d	e	f	g	h	i	i	k	
1	AGRA	1			2			18			<u> </u>
2	ALIGARH	1			3			16			
3	AMBEDKAR NAGAR	1			1			11			
4	AMETHI				1			13			
5	AMROHA				1			8			
6	AURAIYA				1			8			
7	AYODHYA	1			3			14			
8	AZAMGARH	1			2			23			
9	BAGHPAT				1			8			
10	BAHRAICH	1						15			
11	BALLIA				2			19			
12	BALRAMPUR				3			9			
13	BANDA	1			2			8			
14	BARABANKI				2			21			
15	BAREILLY				3			16			
16	BASTI	1			2			14			
17	BIJNOR				2			11			
18	BUDAUN	1			2			16			
19	BULANDSHAHR				3			13			
20	CHANDAULI				1			9			
21	CHITRAKOOT				1			7			
22	DEORIA	1						16			
23	ETAH	1						8			
24	ETAWAH	1			2			9			
25	FARRUKHABAD				3			9			
_26	FATEHPUR	1						12			
27	FIROZABAD	1						9			
28	G.B. NAGAR	1			1			6			
29	GHAZIABAD				3			4			
	GHAZIPUR					0					

Request for Proposal (RFP) पामनृज्या कुमार) भाग अधिकारी, अनुसचिव भाग अमुभाग-1 चिकित्सा एवं स्वास्थ्य विशाव



					og wew ee. wees (Biteins)
30		1		16	
31	GONDA		2	16	
32	GORAKHPUR	2	2	21	
33	HAMIRPUR		2	8	
34	HAPUR		1	8	
35	HARDOI	1		21	
36	HATHRAS		2	8	
37	JALAUN	1	2	8	
38	JAUNPUR	1		22	
39	JHANSI	1	2	12	
40	KANNAUJ	1	1	14	
41	KANPUR DEHAT		2	12	
42	KANPUR NAGAR	1	4	12	
43	KASGANJ		1	5	
44	KAUSHAMBI		1	8	
45	KHERI		2	16	
46	KUSHI NAGAR		1	15	
47	LALITPUR		2	6	
48	LUCKNOW	2	7	19	
49	MAHARAJGANJ		1	17	
50	MAHOBA		2	5	
51	MAINPURI		2	10	
52	MATHURA		2	12	
53	MAU		2	10	
54	MEERUT	1	2	14	
55	MIRZAPUR	1		13	
56	MORADABAD		2	9	
57	MUZAFFARNAGAR		2	11	
58	PILIBHIT		2	10	
59	PRATAPGARH	1		29	
60	PRAYAGRAJ	1	3	23	
61	RAE BARELI	1	2	19	
62	RAMPUR		2	5	
63	SAHARANPUR	1	2	21	
64	SAMBHAL		1	10	
65	SANT KABEER NAGAR		1	8	
66	SANT RAVIDAS NAGAR		3	7	
67	SHAHJAHANPUR	1		16	
68	SHAMLI		1	8	
69	SHRAVASTI		1	6	
70	SIDDHARTH NAGAR	1		12	
71	SITAPUR		2	22	
72	SONBHADRA		1	10	
73	SULTANPUR		2	14	

Request for Proposal (RFP)
(राष्ट्रिक कुमार)
आनुसचिव
अनुसमित्र कुमार)
अनुसचिव
अनुसमित्र विकित्सा एवं स्वास्थ्य विभाग



74	UNNAO		2		19		
75	VARANASI	1	4		13		
	Tot	al 35	125		950		

(Signature of the Authorized signatory)

Date

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Applicant

7.8

THE RECOUNT FOR PROPOSAL (REP)

(जाठ बीठ केठ श्रीदास्तव) , जुवत मिदेशक एवं एटेट नोडल अधिकार्य एस०वी०पी०एम०जे०ए०वाई०

ANNEXURE - III Proposed Locations of PMBJ Kendras

SI. No.	Name of the District/Cluster	OPD	IPD	Uttar Pradesh TOTAL	District	Phase	I	Phase II	Phase I&II
		FY 2022-23	FY 2022-23	OPD + IPD	Categories	Medical Colleges	District Hospital	CHCs	Proposed PMBJ Kendras
1	AGRA	1960834	120971	2081805	A	1	2	10	
2	ALIGARH	2065069	108470	2173539	A	1	2	18	21
3	AMBEDKAR NAGAR	755908	68720	824628	C	1		16	20
4	AMETHI	851294	51904	903198	C	1	1	11	13
5	AMROHA	1123450	65607	1189057	В		1		14
6	AURAIYA	407276	28750	436026	D		1	8	9
7	AYODHYA	1190914	64885	1255799	В	1	3	- 8	9
8	AZAMGARH	1322732	64238	1386970	В	1	2	14	18
9	BAGHPAT	639024	25936	664960	D	1		23	20
10	BAHRAICH	891951	56870	948821	C	1	1	8	
11	BALIA	978327	46107	1024434	В	1	-	15	16
12	BALRAMPUR	767446	49834	817280	C		2	19	21
13	BANDA	781016	64915	845931	C	1	3	9	12
14	BARABANKI	1381721	94585	1476306	A	1	2	8	1
15	BAREILLY	1403857	86873	1490730	A		2	21	23
16	BASTI	732655	84259	816914	C	1	3	16	19
17	BIJNOR	858245	38365	896610	C	1	2	14	1
18	BUDAUN	1195109	97803	1292912	В		2	11	13
19	BULANDSHAHR	1723299	105688	1828987		1	2	16	19
20	CHANDAULI	336361	13594	349955	A D		3	13	10
21	CHITRAKOOT	564933	36980	601913			1	9	1(
22	DEORIA	1355177	51305	1406482	D		1	7	
23	ETAH	294836	18057	312893	A D	- 1		16	17
24	ETAWAH	844134	35304	879438	C	1		8	
25	FARRUKHABAD	742464	52160	794624	C	1	2	9	12
26	FATEHPUR	977805	43119	1020924	В		3	9	12
27	FIROZABAD	449540	29734	479274	D	1		12	13
28	GAUTAM BUDDHA NAGAR	906934	51553	958487	C	1		9	1(
29	GHAZIABAD	1410358	51463	1461821	Λ	1	1	6	8
30	GHAZIPUR	887679	71329	959008	C	11	3	4	-
31	GONDA	1181343	110456	1291799	В	1		16	17
32	GORAKHPUR	1536727	79879	1616606	A		2	16	18
33	HAMIRPUR	584492	88092	672584	D	2	2	21	25
34	HAPUR	796895	19305	816200	C		2	8	10
35	HARDOI	1172567	103161	1275728	В		1	8	9
36	HATHRAS	1048028	62130	1110158		1		21	22
37	JALAUN	902241	42099	944340	В		2	8	10
38	JAUNPUR	1244325	89537	1333862	C	1	2	8	11
39	JHANSI	1306591	76499		В	1		22	23
40	KANNAUJ	493656	21724	1383090	B D	1	2	12 14	15 16

Request for Proposal (RFP)

SI. No.	Name of the District/Cluster	OPD IPD T		TOTAL	TAL District	Phase	I	Phase II	Phase I&II Proposed PMBJ Kendras
		FY 2022-23	FY 2022-23 OPD + IPD Categ	Categories	Medical Colleges	District Hospital	CHCs		
41	KANPUR DEHAT	768644	45203	813847	C		2	12	14
42	KANPUR NAGAR	1453689	46857	1500546	A	1	4	12	17
43	KASGANJ	487696	23092	510788	D		1	5	6
44	KAUSHAMBI	522381	35036	557417	D		1	8	9
45	KHERI	1011066	78806	1089872	В		2	16	18
46	KUSHI NAGAR	1444640	128441	1573081	A		1	15	16
47	LALITPUR	592248	53597	645845	D		2	6	8
48	LUCKNOW	6095156	122536	6217692	A	2	7	19	28
49	MAHARAJGANJ	817440	92830	910270	C		1	17	18
50	МАНОВА	576011	63615	639626	D		2	5	7
51	MAINPURI	683832	44788	728620	C		2	10	12
52	MATHURA	1111525	90803	1202328	В		2	12	14
53	MAU	793381	29768	823149	C		2	10	12
54	MEERUT	1298619	71189	1369808	В	1	2	14	
55	MIRZAPUR	513889	17187	531076	D	1		13	14
56	MORADABAD	1176922	53632	1230554	В		2	9	
57	MUZAFFARNAGAR	1603132	86230	1689362	A		2	11	13
58	PILIBHIT	838695	39977	878672	C		2	10	
59	PRATAPGARH	1379866		1473987	A	1	_	29	3(
60	PRAYAGRAJ	2591810	76202	2668012	A	1	3	23	
61	RAE BARELI	1558258		1694720	A	1	2	19	
62	RAMPUR	789125	The second secon		C		2	5	
63	SAHARANPUR	1377574			A	1	2	21	24
64	SAMBHAL	1172587	42157		В		1	10	
65	SANT KABEER NAGAR	877973		902450	С		1	8	
66	SANT RAVIDAS NAGAR	698935			С		3	7	
67	SHAHJAHANPUR	1344015			В	1		16	
68	SHAMLI	634713			D		1	8	
69	SHRAVASTI	658145		The same of the sa	D		1	6	
70	SIDDHARTH NAGAR	715677	55186	770863	С	1		12	1
71	SITAPUR	2128338			A		2	22	
72	SONBHADRA	534541			D		1	10	
73	SULTANPUR	1232789	The same of the sa		В		2	14	
74	UNNAO	1448728			A		2	19	
75	VARANASI	2072637			A	1	4	13	
						35	125	950	111

District Categories	Category Range (OPD+IPD)	No of Districts	No of PMBJ	Avg. No of PMBJ
A	More than 14 Lakhs	19	388	20.4
В	>10 Lakhs <=14 Lakhs	18	298	16.6
С	>7 Lakhs <=10 Lakhs	22	272	12.4
D	Upto 7 Lakhs	16	152	9.5
Grand Total		75	1110	

Request for Proposal (REP)

हिन्द्र क्षेत्र को क्षेत्रास्तव) (जार कीर को को को नोडल अधिकार एका के व्यक्तिक पूर्व पटेंट नोडल अधिकार

7.9 ANNEXURE-IV 7.9.1 Standard Agreement issued by PMBI

(यमहाज याम) अनुभाग अनुभाग (गीसूष कुमार) अनुसचिव विकित्सा एवं स्वास्थ्य विभाग उत्तर प्रदेश शासन . (बाठ कीठ केठ श्रीबास्तर) उन्त निवंतात एवं पटेट नोडल अधिकार्र एग्रह्मीयपीत्यम्यकोठए**०वाई०**