



GOVERNMENT OF WEST BENGAL

Department of Health & Family Welfare

Request for Proposal for Selection of Private Partners for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals in West Bengal under Public Private Partnerships (PPP) Mode

Project Location:

1. M. R Bangur District Hospital
2. M R Bangur Super Speciality Hospital
3. Baruipur Sub Division Hospital
4. Baruipur Super Speciality Hospital
5. Vidyasagar State General Hospital
6. Baghajatin State General hospital
7. Bijoygarh State General Hospital
8. Garden Reach State General Hospital

NIT No: CMOH(SPG)/PMBJK/NIT/8006

Date: 28.09.2026

Invitation for Proposals

Issued by:

(The Chief Medical Officer of Health
South 24 Parganas)

Web site: www.spghealthgov.in

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Notice Inviting Tender

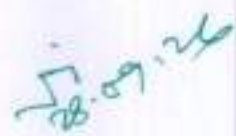
Memo No.CMOH(SPG)/PMBJK/NIT/8006

Dated:28.09.2026

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) mode

- i. The Department of Health & Family Welfare, Government of West Bengal, invites Request for Proposal in form of e-tender for the Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospital under Public Private Partnerships (PPP) mode
- ii. Interested Bidders may obtain further information from the office of Office of The CMOH, South 24 Parganas during office hours on all working days.
- iii. The Bidders may download the Bid Documents from <https://tenders.wb.gov.in> , www.wbhealth.gov.in, www.spghealthgov.in in the tender section.
- iv. The Bidders shall be solely responsible for checking above websites for any Corrigendum/Addendum/Amendment issued subsequent to publication of this NIT and take the same into consideration while preparing and submitting their Bids.
- v. The Bids must be submitted on or before the Bid Due Date.

The last date of receipt of Bids in the prescribed format online provided in the document for the Project is 10.10.2026 at 3.00 PM.


**Chief Medical Officer of Health
South 24 Parganas
Department of Health & Family Welfare
Government of West Bengal**

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to interested parties ("Bidders"), whether verbally or in documentary or in any other form by or on behalf of the Department of Health & Family Welfare (hereinafter referred to as "DH&FW") or any of its employees or advisors, is provided to the Bidders 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 contains brief information in relation to the Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) by the Selected Bidder selected through transparent competitive bidding process pursuant to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in the formulation of their technical and financial bids (the "Bids") pursuant to this RFP and for no other purpose.

This RFP is not an agreement and is neither an offer nor invitation by DH&FW to the prospective Bidders or any other person but is merely informative in nature creating no obligation whatsoever. The terms on which the Project is to be developed and the right of the Selected Bidder shall be as set out in separate definitive agreement to be entered into by the concerned parties later. This RFP includes statements, which reflect various assumptions, statements and assessments arrived at by the DH&FW in relation to the Project. Such data, assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the DH&FW, its representatives, consultants, employees, or advisors to consider the investment objectives, financial situation 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 Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources. Each Bidder shall carry out its own due diligence on all relevant issues including financial viability, technical parameters, site conditions etc. and the DH&FW or its advisors, representatives, consultants, and employees do not guarantee the financial and technical viability of the Project. For the avoidance of doubt, in case a Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the DH&FW and/or its advisors, representatives, consultants and employees, in this RFP or under any project report / feasibility report etc. then the same shall not in any manner bind/make liable the DH&FW and/or its advisors, consultants, employees or representatives, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

This RFP is being made available by the DH&FW to the interested parties on the terms set out in this RFP. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

Information provided in this RFP to the Bidder(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 complete or authoritative statement of law. The DH&FW, its representatives, consultants, employees, and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Neither the information provided in this RFP nor any other written or oral information provided to the Bidder in relation to the Project or otherwise is intended to form the basis of or the inducement for any investment activity

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or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

DH&FW, its employees, representatives, consultants and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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, completeness or reliability 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 relation to the Bidding Process. DH&FW, its representatives, consultants, employees, and advisors accept no liability of any nature, arising from reliance of any Bidder upon the statements, information, assessment, or assumptions contained in this RFP.

DH&FW may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statement, assessment, or assumptions contained in this RFP. Intimation of discrepancies in the RFP, if any, should be given to the office of the DH&FW immediately by a Bidder. If no written communication is received by Department of Health & Family Welfare, it shall be deemed that the Bidders are satisfied that the RFP is complete in all respects.

The issuance of this RFP does not in any way imply that the DH&FW is bound to select a Bidder or to appoint the Selected Bidder or the Private partner, as the case may be, for the Project. The DH&FW reserves the right in its sole discretion, to accept or reject any or all of the Bidders or Bids at any stage of the Bidding Process without assigning any reasons whatsoever including the right to close the selection process or annul the Bidding Process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparing, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DH&FW or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the DH&FW. All such costs and expenses will remain with the Bidder and DH&FW shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the DH&FW or to any other person in a position to influence the decision of the DH&FW for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Department of Health & Family Welfare may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

Laws of the Republic of India are applicable to this RFP and the jurisdiction of litigation court of Kolkata.

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Bid Data Sheet

Sl. No.	Particulars	Descriptions
1.	Date of publishing of N.I.T. & other Documents (online)	29.09.2026 at 10:00 AM
2.	Last Date of Receipt of any Query	09.10.2026 at office working hrs.
3.	Pre-Bid Meeting	05.10.2026 at 2.00 PM
4.	Uploading the pre-bid response and corrigendum /amendment if any	Subject to the outcome of the Pre-Bid Meeting
5.	Bid submission start date (Online)	29.09.2026 at 10:00 AM
6.	Bid Due Date for uploading of documents (online)	10.10.2026 at 3.00 PM
7.	Date of opening of Technical Bid (online)	12.10.2026 at 4.00 PM
8.	Date of opening of Financial Bid	To be intimated later
9.	Authority	The Chief Medical Officer of Health, South 24 Parganas
10.	Address for Communication	Office of The CMOH, Administrative Building, M R Bangur Hospital Complex, 241, Deshapran Sashmal Road, Tollygunge, Kolkata - 700033.
11.	Bid Security/EMD	The Bidders shall pay an EMD of Rs. 15,000(Rupees Fifteen Thousand only) per location online as per Finance Department G.O. No 3975 F (Y) dated 28th July 2016(http://www.wbfin.gov.in/writereaddata/3975-F(Y).pdf). The Bid Security of unsuccessful bidders shall be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28th July 2016(http://www.wbfin.gov.in/writereaddata/3975-F(Y).pdf).
12.	Validity of Bids	180 (one hundred eighty) days from Bid Due Date
13.	General guidance for E-Tendering	Instructions/Guidelines for electronic submission of the tenders have been annexed for assisting the organization/agencies to participate in e-Tendering. Any organization/ agencies willing to take part in the

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Sl. No.	Particulars	Descriptions
		process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to https://wbenders.gov.in (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies are required to click on the link for e-Tendering site as given on the web portal. Each organization/agency is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. The organization/agencies can search & download N.I.T. & tender document(s) electronically from computer once they log on to the website. This is the only mode of collection of tender documents.

Definitions

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the schedules and used therein shall have the meaning ascribed thereto in the schedules. Any word and expression with capital letters not specifically defined herein shall have the meaning ascribed to it under the RFP.

"Applicable Laws" shall mean all laws, brought into force and effect by the Government of India or State Government of West Bengal including rules, regulations, circulars, guidelines, policy initiatives and notifications made there under, any guidelines and regulations of any regulatory authority/Statutory Authority and judgments, decrees, injunctions, writs and orders of any court, applicable to the scope of services and/or the exercise, performance and discharge of the rights and obligations of the respective parties hereunder, as may be in force and effect during the subsistence of the Agreement and any kind of prospective Legislation without respect in effect will not be applicable in this RFP.

"Agreement" has the meaning as set forth in the Clause 1.2.8 of this RFP;

"Associate" has the meaning as set forth in the Clause 2.1.8(vi) of this RFP;

"Authority" has the meaning as set forth in the Clause 1.1.1 of this RFP;

"Bid" shall mean both the Technical Bid and Financial Bid submitted by the Bidder(s) in response to this RFP on or before the Bid Due Date of submission;

"Bid Security/EMD" shall mean the amount of security as mentioned in the Bid Data Sheet furnished by the Bidder to be deposited through NEFT or RTGS, as particularly stipulated in Clause 2.20.1 of this RFP;

"Bid Due Date" shall mean the final date for submission of Bid in accordance with the Clause 2.13.1 of this RFP;

"Bidding Process" has the meaning as set forth in the Clause 1.5.1 of this RFP;

"Bidding Documents" has the meaning as set forth in the Clause 1.4 of this RFP;

"Bid Evaluation Committee" shall mean the committee constituted by the Authority for evaluation of the Bids received and for selection of the Selected Bidder for the Project;

"Bid Validity" has the meaning as set forth in the Clause 2.17.1 of this RFP;

"Bidder (s)" shall mean an organization having experience who submits a Bid in response to this RFP.

"Private Partner" shall mean the selected Bidder/Preferred Bidder who shall enter into the Agreement with the Authority and/or the Hospital Authority for the Project to operate, maintain and manage the PMBJK in terms of the Agreement;

"Concession Period" has the meaning as set forth in the Clause 1.2.6;

"Conflict of Interest" has the meaning as set forth in the Clause 2.1.8 of this RFP;

"Combined Bid" has the meaning as set forth in the Clause **Error! Reference source not found.** of this RFP;

"Damages" has the meaning as set forth in the Clause 2.1.8 of this RFP;

"DH&FW" shall mean Department of Health & Family Welfare;

"DH" shall mean District Hospital;

"EOM" shall mean Establishment, Operations & Maintenance mode;

"Financial Bid" has the meaning as set forth in the Clause 2.12.1 of this RFP;

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"Good Industry Practice" shall mean the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced private partner and a person engaged in and which *inter-alia* includes those practices, methods, specifications and standards of safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent operator, in the implementation, operation and maintenance and supervision of a Project of the type and size similar to the work;

"GoI" shall mean Government of India;

"GoWB" shall mean Government of West Bengal;

"Hospital Authority" shall mean Office of MSV/Superintendent of Government Hospital;

"Key Performance Indicator" or "KPI" shall mean the performance indicators as specifically set out for operating Pradhan Mantri Bhartiya Janaushadhi Kendra to the patients at government Hospitals as per the standard operating procedure issued by the DH&FW, GoWB time to time;

"Letter of Award or "LOA" has the meaning as set forth in the Clause 2.25.6 of this RFP;

"MSVP" shall mean Medical Superintendent cum Vice Principal;

"MH&FW" shall mean Ministry of Health and Family Welfare, Govt. of India

"Minimum Eligibility Criteria" has the meaning as set forth in the Clause 2.2.5 of this RFP;

"Minimum Technical Score" has the meaning as set forth in the Clause 3.1.10 of this RFP;

"Minimum Annual Concession Fees" has the meaning as set forth in the Clause 1.2.7 of this RFP

"NPPA" shall mean National Pharmaceutical Pricing Authority

"O&M" shall mean operation & management;

"Pre-Bid Meeting" has the meaning as set forth under Clause 5 of this RFP;

"Preferred Bidder" has the meaning as set forth under Clause of this RFP

"PMBJK" shall mean Pradhan Mantri Bhartiya Janaushadhi Kendra

"PMBI" shall mean Pharmaceuticals and Medical Devices Bureau of India

"PMBJP" shall mean Pradhan Mantri Bhartiya Janaushadhi Pariyojana

"Performance Security" has the meaning as set forth under Clause 9.1 of the Draft Agreement;

"Project" has the meaning as set forth in the Clause 1.2.2 of this RFP;

"Project Site/Hospital Site" has the meaning as set forth in the Clause 1.2.3 of this RFP;

"RKS" shall mean Rogi Kalyan Samiti;

"State Government" shall mean the Government of West Bengal;

"SGH" shall mean State General Hospital;

"Statutory Authority" shall mean Central or State Government, quasi-Government, administrative, judicial, public or statutory body, department, instrumentality, agency, authority, board entrusted with and carrying any statutory functions, as required from time to time in connection with performance by the Preferred Bidder of its obligations hereunder;

"Subject Person" has the meaning as set forth in the Clause 2.1.8(i) of this RFP;

"Service Area" shall mean the State and districts for which this RFP is applicable;

"Selected Bidder" shall mean the Bidder whose Bid is determined by the Authority as responsive in terms

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hereof and selected by the Bid Evaluation Committee (subject to and in accordance with terms of the RFP) for issuance of Letter of Award for the Project in terms hereof and particularly the Agreement;

“Tripartite Agreement” has the meaning as set forth in the Clause 1.2.8 of this RFP

“Tie Bidder” has the meaning as set forth in the Clause 2.25.2 of this RFP;

“Technically Qualified Bidder (s)” has the meaning as set forth in the Clause 3.1.10 of this RFP;

1. Introduction

1.1 Background

- 1.1.1 Medicines represent a crucial and substantial part of health and medical care services within the government health sector. The Department of Health & Family Welfare ("DH&FW or the "Authority"), Government of West Bengal (GoWB), allocates a significant portion of the total health budget to medicines. In recent years, the budget for procuring medicines has seen a marked increase to enhance the availability of generic medicines provided free of charge to a large number of patients treated at government hospitals. Despite the emphasis placed on medicines, the DH&FW continues to face challenges in ensuring broader access to high-quality medicines at affordable prices, along with establishing a well-organized, round-the-clock supply and delivery system to meet the needs of patients at all levels of care—primary, secondary, and tertiary—across the state. Consequently, many patients rely heavily on private retail pharmacies operating outside the hospitals. The Department of Health and Family Welfare (DHFW) now plans to establish PMBJK across the state at different level of state-run hospitals under the Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP) to improve accessibility, affordability, and the quality of medicines.
- 1.1.2 Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP) is a campaign launched by the 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, medicines and consumables which are available at lesser prices.
- 1.1.3 The purpose of this Project is to ensure round-the-clock availability of quality medicines, consumables, surgical items etc. at pre-approved discount rates over the Maximum Retail Price (MRP) to provide utmost benefits through the PMBJK in these hospitals.

1.2 Scope of the Project

- 1.2.1 The Authority wishes to establish operate, maintain, and manager of PMBJK on PPP mode at State Government hospital for providing drugs and medicine at affordable cost to the patients.
- 1.2.2 The Selected Bidder/Private Partner shall refurbish, finance, procure required medicines & drugs, operate, maintain, and manage the PMBJK in accordance with Pharmaceuticals and Medical Devices Bureau of India (PMBI) (the "Project"). The Private Partner shall be responsible for selling required drugs & medicines and consumables as per the applicable rules as follows.
- All medicines listed under the PMBJK must be stocked and sold in accordance with the Pharmaceuticals & Medical Devices Bureau of India (PMBI) guidelines.
 - If any PMBJK-listed drug is out of stock, private partners may procure it externally but must sell it strictly at the Maximum Retail Price (MRP) fixed by PMBI.
 - Private partners must apply for a fresh drug license under the Pradhan Mantri Bhartiya Janaushadhi Kendra name and secure all required permits to operate a drug store. They must comply with all regulatory requirements related to drug storage and sales.
 - The proposed PMBJK should have minimal furniture for storage and display of Drugs sell counter for issue of bills and medicines, chair, table for working staff.
 - Minimum two display board (horizontal and vertical) following the language, logo, design, colour combination etc. as approved by PMBI. The display board should have also been in local vernacular language.
 - The proposed PMBJK should have computer, printer, internet connectivity, telephone connection as per the guidelines of PMBI.

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- vii) It should also have refrigerator for storage of medicines at required temperature as per the Drugs and Cosmetic Act.
 - viii) The Selected Private Partner shall commence operation of PMBJK within 60 (sixty) days from the date of handing over of space/area by the concerned Hospital Authority.
- 1.2.3 The Authority shall provide encumbrance-free, directly accessible, suitable space as per the requirement of PMBJK inside the hospital premises (the "**Project Site/Hospital Site**"). The Hospital Authority may provide close or open space as per availability of space within the hospital premises. The Hospital Authority shall hand over the Project Site with basic amenities like electric connection and water connections required for the establishment of the PMBJK. The selected private partners shall need to refurbish electric wiring and interior decorator and any other requirement as per PMBI guidelines at its own cost. However, if there is implementation of provision of water tax as per Government rules the water meter must be installed by the private partners at their own cost and pay the water tax as per meter reading to concerned authority. The private partner shall also install separate sub-meter/meter for electricity connection at its own cost and pay the electricity charges to the competent authority as per the meter reading by the private partner for electricity connection.
- 1.2.4 The Private partner shall be responsible for refurbishment of the Project Facility, internal furnishing including as per the applicable norms in the space provided by the Hospital Authority. Water supply of required amount shall be ensured by the Hospital Authority. However, if there is implementation of provision of water tax as per Government rules the water meter must be installed by the private partner at their own cost and pay the water tax as per meter reading to concerned authority. The private partner shall be required to provide benefits to the patients as applicable under different welfare schemes introduced by the Department of Health & Family Welfare from time to time in the Hospital Authority concerned.
- 1.2.5 The Agreement sets forth the detailed terms and conditions for grant of concession to the private partner, including the scope of the private partner's services and obligations (the "**Concession**").
- 1.2.6 The duration of the Agreement shall initially be 4 (four) years from the date of commissioning of the Project (the "**Concession Period**") unless terminated by any of Party(s) earlier. The Hospital Authority may at its sole discretion, subject to the private partner not being in any material default of its obligation under the Agreement during the Concession Period, in its discretion consider granting renewal of another period of 4 (four) years as may deemed fit by the Hospital Authority.
- 1.2.7 The Private Partner shall pay quoted annual concession fees (the "**Annual Concession Fees**") throughout the duration of the Concession Period. The Annual Concession Fee shall be paid by the selected Private Partner in equal quarterly installments and deposited into the Rogi Kalyan Samiti's account of the Hospital Authority, commencing from the start date of the PMBJK. If the commencement date falls midway through a quarter, the quarterly Concession Fee for that specific financial year shall be calculated on a pro-rata basis. The Bidder shall quote the Annual Concession Fees subject to minimum amount (the "**Minimum Annual Concession Fees**") mentioned under Appendix IV of this RFP. The Minimum Annual Concession Fees in terms of minimum rent of the premises will be "Fair Rent" to be determined by the Collector or Competent Authority of the concerned District. In the event the Private Partner requires additional space for the efficient operation of the PMBJK, including for maintaining adequate inventory to improve patient services and ensure availability of branded generic drugs and medicines in accordance with PMBI guidelines, the Private Partner may submit a written request to the concerned Hospital Authority with due justification. The Hospital Authority may, subject to availability of space and assessment of such justification, allot additional space to the Private Partner at its sole discretion. The Private Partner shall be liable to pay additional Annual Concession Fees for such additional space, as in accordance with the applicable

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provisions of the Agreement/RFP. The formula below may be adopted to calculate the additional Concession Fees for additional space:

- a. Initial space allotted (in sq.ft): ISA
- b. Annual Concession Fees quoted by the Bidder (in Rs.): ACF
- c. Annual Concession Fees per area per year: $ACFPA = ACF/ISA$
- d. Additional space allotted (in, sq. ft): ASA
- e. Total space allotted (in sq.ft): $TSP = ISA + ASA$
- f. Revised Annual Concession Fees (in Rs.): $TSP \times ACFPA$

Illustration:

- a. Initial space allotted (ISA): 120 sq.ft
- b. Annual Concession Fees (ACF) quoted by the Bidder (in Rs.): Rs. 120,000
- c. Annual Concession Fees per area per year (ACFPA) = $ACF/ISA = 100,000/120 = 1,000$
- d. Additional space allotted (ASA) (in, sq. ft) = 120 sq.ft
- e. Total space allotted (TSP) (in sq.ft) = $ISA + ASA = 120 + 120 = 240$
- f. Revised Annual Concession Fees (in Rs.): $TSP \times ACFPA = 240 \times 1,000 = 240,000$

- 1.2.8 The Selected Bidder shall be responsible for implementing the Project under and in accordance with the provisions of concession agreement to be entered into an agreement between the selected private partner and concerned Hospital Authority (the "Agreement") in the form provided as part of this Bid Document pursuant hereto. The selected private partners shall apply to PMBI for opening of PMBJK and must fulfill all the requirements and operating terms and conditions laid out by PMBI in this regards from time to time. The selected private partner shall be responsible for operation, maintain and manage the PMBJK under and in accordance with the provisions of a tripartite agreement (the "Tripartite Agreement") to be entered into between PMBI, concern Hospital Authority and selected private partner as part of the Bid Documents pursuant hereto.
- 1.2.9 The Project shall be subject to all applicable statutes/rules/guidelines which apply to establishing and operating PMBJK in West Bengal and the Private partner will be liable for any kind of violation herein.
- 1.2.10 In the event of non-performance/non-observance/breach of the terms and conditions of the Agreement by the Private partner, the Authority shall levy, and the private partner shall be obliged to pay the Authority/Hospital Authority liquidated damages in the manner and at the rate as particularly set out in the Agreement. In this regard, it is stated that such liquidated damage shall be recovered from the Performance Security.

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- 1.3 The statements and explanations contained in this RFP are intended to merely provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed under any circumstances or interpreted as limiting in any way or manner the scope of services and obligations of the Private partner set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP 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.
- 1.4 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, draft Agreement, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in the Bid Data Sheet for submission of Bids (the "**Bid Due Date**").
- 1.5 **Brief Description of the Bidding Process**
- 1.5.1 The Authority has adopted a single stage two-folder bidding process (collectively referred to as the "**Bidding Process**") for identification of the Selected Bidder. Under this system the Technical Bid and the Financial Bid are to be uploaded separately on e-tender portal for selection of the Bidder for award of the Project in terms hereof. In the first stage, a technical evaluation of the Technical Bids submitted by the Bidders will be carried out as specified in Section 3.2 of this RFP. Based on this technical evaluation, a list of technically qualified Bidders shall be prepared whose Financial Bid shall be opened to award the Project as per the Clause 3.3 of this RFP.
- 1.5.2 The Bidders shall submit its Technical Bid and Financial Bid (the "**Bids**") through e-procurement portal in accordance with the terms specified in the Bidding Documents. Under this system the Technical Bid and the Financial Bid are to be uploaded separately on e-tender portal for selection of the Selected Bidder for the Project in terms hereof.
- 1.5.3 The Bid Documents can be downloaded from the web site <https://wbenders.gov.in> & www.wbhealth.gov.in in the tender section.
- 1.5.4 A Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount (the "**Bid Security**") as mentioned in the Bid Data Sheet of this RFP. The Bid Security shall be refundable to unsuccessful Bidders, and it will be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28th July 2016, except in the case of the Selected Bidder who's Bid Security shall be retained till the selected Bidder submit the Performance Security for the Project.
- 1.5.5 During the Bidding Process, the Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.5.6 In this RFP, the term "**Preferred Bidder**" shall mean the Bidder who quotes highest combined score in accordance with clause 3.1 of this RFP.
- 1.5.7 Generally, the Preferred Bidder shall be the Selected Bidder. The remaining Technically Qualified Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Preferred Bidder in case such Preferred Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Preferred Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

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- 1.5.8 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/courier/special messenger and by e-mail by specified date so as to reach the officer designated as mentioned below. The communication shall clearly bear the following identification/title:

"Queries/Request for Additional Information: Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode.

The Bidder shall send their queries to the below contact details and email id:

Office of the CMOH, South 24 Parganas , Administrative Building, M R Bangur Hospital Complex, 241,
Deshapran Sashmal Road, Tollygunge, Kolkata – 700033
-mail:cmohs24pgs@gmail.com; & tendercmohs24pgs@gmail.com;

2. Instructions to Bidders

A. General

2.1. General Terms of Bidding

- 2.1.1. No consortium shall be allowed for participating in the Bidding Process for the Project.
- 2.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.3. The Technical Bid and Financial Bid shall be furnished in the format at Appendices of this RFP.
- 2.1.4. The Bidder shall submit a Power of Attorney as per the format at Annexure VII, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.5. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.6. The Bid and all communication in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.7. The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.8 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to Bidders any Bid, document or any information provided along therewith.
- 2.1.8. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security submitted by the Bidder as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority hereunder the Bidding Documents or/and the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
 - i. the Bidder, its Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section 72 of Section 2 of the Companies Act, 2013 / Section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.8 of this RFP, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the

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"Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, 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 Bid of either or each of the other Bidder; or
- vi. such Bidder has participated as a consultant to Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is control by, or is under common control with such Bidder (the "Associate"). The expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or otherwise.

- 2.1.9. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental therewith to the Project during the Bidding Process or issue of the LOA or during execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issuance of the LOA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Performance Security submitted by the Selected Bidder the Authority and/or Performance Security, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 3 (three) years from the date of commercial operation of the Project.

- 2.1.10. This RFP is non-transferable.

- 2.1.11. Any award of Concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

- 2.1.12. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three (3) months of the closing of the latest Financial Year of a Bidder, it shall ignore such Financial Year for the purposes of its Bid and furnish all its information and certification with reference to the three (3) years preceding its latest Financial Year.

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2.2. Eligibility of Bidders

- 2.2.1. The Bidder can be an individual or a registered legal entity such as Limited Company/Private Limited Company/Limited Liability Partnership Firm/ Partnership or Proprietary Firm/ Societies/Primary Agricultural Credit Cooperative Societies/Trust/NGO/Charitable organization engaged in activities in the pharmaceutical sector (medicines etc.) registered under appropriate statutory authority of Government of West Bengal/Government of India.
- 2.2.2. No consortium shall be allowed to participate in the Bidding Process.
- 2.2.3. The Bidder should not be blacklisted /debarred by the purchaser or by any State Government agency/State/Central Government/Department.
- 2.2.4. The Bidder should hold valid Drug Licenses as per Applicable Rules.
- 2.2.5. The Bidders who meet the following minimum eligibility criteria (the "**Minimum Eligibility Criteria**"), shall be eligible to participate in the Bidding Process:

I. Technical Capacity- The Bidder shall have to meet the following criteria set out hereunder:

- 1) The Bidders must be in operation and experience in operating, maintaining, and managing for minimum 3 (three) years in retail pharmacy outlets or as a wholesaler/distributor in the pharmaceutical trade in the State of West Bengal and it should be operational as on the Bid Due Date in West Bengal.
- 2) In case of the Bidder is a retail pharmacy outlet, then Bidder should have experience of running retail pharmacy outlets as on bid due date as per the criteria below:
 - Experience in operating and maintaining at least 3 (three) retail pharmacy outlets while applying for MCH/DH/other teaching hospitals.
 - Experience in operating and maintaining at least 2 (two) retail pharmacy outlets while applying for SDH/SGH/SSH at sub divisional level and standalone SSH
 - Experience in operating and maintaining at least 1 (one) retail pharmacy outlet while applying for RH / BPHC

Or

In case the Bidder is a wholesaler/distributor in the pharmaceutical trade, then Bidder should have attachment of at least 10 (ten) pharmaceutical companies as on bid due date.

Note: Nature of pharmaceutical companies can be manufacturer of medicinal drugs / surgical items / medical devices and other consumables related to pharmaceutical sector as per "The Drug and Cosmetic Act & Rules, 1945 and considering all future amendments in this connection which will be binding up on the agreement / contract and standing instructions".

- 3) In case of the Bidder is a retail pharmacy outlet, Bidder should have minimum number of pharmacists as per criteria below:-
 - At least 9 (nine) pharmacists if applying for MCH, DH and other teaching hospital location
 - At least 6 (six) pharmacists if applying for SDH/SGH /SSH at sub divisional level and standalone SSH.
 - At least 3 (three) pharmacists if applying for RH/BPHC

Or

In case the Bidder is a wholesaler/distributor in the pharmaceutical trade, then the Bidder should have minimum number of 5 (five) competent person as per prescribed norms of Drug and Cosmetic Acts and Rules.

II. Financial Capacity

- 1) The Bidder shall have positive Net Worth at the close of the preceding financial year;
- 2) Minimum average annual turnover in last three financial years as below:

a. For Retailer:

- (i) Rs. 25 lakh (Rupees Twenty-Five Lakh) per location (if applying for MCH and DH level hospitals);
- (ii) Rs. 15 lakh (Rupees Fifteen Lakh) per location (if applying for SDH/Stand-alone SSH and SGH level hospitals);
- (iii) Rs 5 lakh (Rupees Five Lakh) per location (if applying for RH/BPHC level hospitals);

Or

b. For Wholesaler:

- (i) Rs 50 lakh (Rupees Fifty Lakhs) per location (if applying for MCH and DH level hospitals);
 - (ii) Rs 30 lakh (Rupees Thirty Lakh) per location (if applying for SDH/Stand-alone SSH and SGH level hospitals);
 - (iii) Rs 10 lakh (Rupees Ten Lakh) per location (if applying for RH/BPHC);
- 3) In case Bidders submit its Bid for more than one (1) location, the Bidder's minimum Financial Capacity shall be increased for each additional location beyond the first, the minimum annual turnover required for a single location shall be multiplied by a factor of 0.25 and added to the base minimum Financial Capacity. Bidders who fail to satisfy this increased minimum Financial Capacity across all the locations for which they have applied shall have their entire Bid, encompassing all such locations, rejected outright and shall not be granted further evaluation or consideration.
 - 4) Scoring for turnover will be prorated with the number of locations as per the provision of clause 3.1 of the RFP.

Note:

- a) In case where audited result for the last preceding financial year is not available, provisional/ unaudited financial statement certified by a practicing Chartered Accountant shall also be considered.

2.3. Cost of Bidding

- 2.3.1. The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible, or in any way liable, for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4. Site Visit and verification of Information

- 2.4.1. Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water

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and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.4.2. It shall be deemed that by submitting a Bid, the Bidder has:

- i. made a complete and careful examination of the Bidding Documents;
- ii. received all relevant information requested from the Authority;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4.1 above;
- iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 above hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Private partner;
- vi. acknowledged that it does not have a Conflict of Interest; and
- vii. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.3. The Authority shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.5. Verification and Disqualification

2.5.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any sort of verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under any manner whatsoever.

2.5.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security at any point of time whatsoever if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids have been opened and the Select Bidder gets disqualified/rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clauses 2.25.3 and 2.25.4; or
- (j) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

- 2.5.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the Minimum Eligibility Criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Private Partner either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Private Partner, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Private Partner. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid 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 Bidding Documents and/ or the Agreement, or otherwise.

B. Document

2.6. Contents of the RFP

- 2.6.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.8.

Invitation for Bids

Section 1	: Introduction
Section 2	: Instructions to Bidders
Section 3	: Fraud and Corrupt Practices
Section 4	: Miscellaneous

Appendix I

Annexure I	: Checklist
Annexure II	: Format of Covering Letter
Annexure III	: Details of the Bidders
Annexure IV	: Technical Capacity of the Bidder
Annexure V	: Financial Capacity of the Bidder
Annexure VI	: Statement of Legal Capacity
Annexure VII	: Power of Attorney for Signing of Bid
Annexure VIII	: Undertaking compliance of RFP
Annexure IX	: Understanding the use of qualified human resources of the RFP

Appendix II

Form 1	: Covering Letter for Financial Bid
Form 2	: Details of Financial Quote
Appendix III	: Draft Agreement
Appendix IV	: Minimum threshold amount of Annual Concession Fees

- 2.6.2. The draft Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.7. Clarifications

- 2.7.1. The Bidders requiring any clarification on the RFP may notify the Authority in writing on email specified under Clause 1.5.8 of this RFP. They should send their queries on or before the date specified in the scheduled of Bidding Process mentioned in Bid Data Sheet of this RFP. The Authority shall endeavour to respond to the queries within the period specified herein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.7.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.7.2 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.7.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.8. Amendment of RFP

2.8.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by issuance of Addenda/Corrigendum.

2.8.2. Any Addendum thus issued shall be uploaded on <https://wbtenders.gov.in> & www.wbhealth.gov.in in the tender section.

2.8.3. In order to afford the Bidders, a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. Preparation and Submission of Bid

2.9. Format and Signing of Bid as per e-tender guidelines

2.9.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.9.2. The Technical and Financial Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.9.1. The Bid shall contain no alterations, omissions, or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in that case all such corrections shall be initialled by the authorized signatory.

2.10. Preparation and submission of Bids

2.10.1. The Bidders shall submit their Bids (Technical Bid and Financial Bid) as per the prescribed format given under Appendixes of this RFP on e-Procurement portal <https://wbtenders.gov.in> as per the schedule indicated in the Bid Data Sheet and any amendments made within Bid Due Date for submission of the Bids.

2.10.2. The Bid submission through e-tender portal enables the Bidders to submit the e-Bid online against the e-tender published by the Authority. The Bid submission shall be done online from the Bid submission start date till the Bid Due Date as mentioned in the Bid Data Sheet. The Bidders should start the Bid submission process well in advance so that they can submit their Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is time by which the Bid submission activity shall be allowed till the permissible time till the Bid Due Date. Once the Bid Due Date and time is over, the Bidders cannot submit their Bids online. For delays in submission of Bids due to any reasons, the Bidders shall only be held responsible.

2.10.3. The Bids shall be submitted online with Digital Signature on the e-Procurement portal mentioned herein above. No physical submission of Bids is permitted. The Bidders shall upload the scan copy of the Bid in PDF format.

2.11. Contents of e-Bids

2.11.1 The bids shall be uploaded in two folders which comprise the following documents: -

A. **Folder- I: Technical Bid:-** The Bidder shall prepare the Technical Bid in the formats prescribed at Appendix I and submit as per the provision of this RFP

- 1) Checklist as described in Annexure I
- 2) Letter Comprising the Bid in the form and manner as described in Annexure II.
- 3) Details of the Bidder in the form and manner as described in Annexure III
- 4) Technical Capacity of the Bidder in the form and manner as described in Annexure IV
- 5) Financial Capacity of the Bidder in the form and manner as described in Annexure V
- 6) Statement of Legal Capacity of the Bidder in the form and manner as described in Annexure VI
- 7) Registered Power of Attorney authorizes the signatory of the Bid in the form and manner as described in Annexure VII. The Bidder should submit for verification, the extract of the chartered documents and documents such as a board resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power on behalf of the Bidder. In case of bid is signed by Proprietor / Owner of the Bidder, then POA is not required to submit. However, the bidder shall need to submit the chartered documents and documents such as board resolution / power of attorney.
- 8) Undertaking of compliance in the form specified at Annexure VIII
- 9) Undertaking regarding use of qualified human resources and registered pharmacists for operating Pradhan Mantri Bhartiya Janaushadhi Kendra in the form specified at Annexure IX
- 10) Other material/information required to be submitted are:
 - Audited annual report for the last three financial years of the Bidder (FY 2025-26, FY 2024-25 and FY 2023-24)
 - A copy of the entire Bid Document (along with its addendum, if any) duly signed on each page by the authorized signatory of the Bidder.
 - Scan copy of the Bid Security.
 - Certificate of Incorporation, Articles & Memorandum of Association in case of a company/ partnership deed in case of a partnership firm. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
 - Certificate of Registration under GST Act,
 - Income Tax Assessment copies for the last three financial years.
 - Certificate of ISO, if available
 - The Bidder shall need to submit the work order/contract copy/completion certificate for the above-mentioned technical capacity. In case of projects owned by the Bidder, the Bidder shall need to submit the auditor certificate certifying the above-mentioned details.

B. Folder-II-Financial/Price Bid: The Bidder shall prepare Financial Bid/Price Bid as per the format specified at Appendix II.

2.12. Financial Proposal/ Price Bid

2.12.1. The Bidders shall quote Annual Concession Fees in accordance with clause 1.2.7 of this RFP payable to the Hospital Authority (the "**Financial Bid**") as per prescribed format in Appendix II of this RFP. The Bidder shall quote Annual Concession Fees up to two decimal places only. The Bidder shall quote the Annual Concession Fees in accordance with Clause 1.2.7 of this RFP. The Annual Concession Fees quoted by the Bidder shall not be less than the Minimum Annual Concession Fees specified in Appendix IV of this RFP. The Minimum Annual Concession Fees in terms of minimum rent of the premises will be "Fair Rent" to be determined by the Collector or Competent Authority of the concerned District. Any Bid wherein the Annual Concession Fees quoted by the Bidder is less than the Minimum Annual Concession Fees shall be summarily rejected and shall not be considered for further evaluation.

2.12.2. The Financial Bid is to be submitted through online only, this is mandatory. It is to be noted here that no Financial Bid by offline/physical mode or by hand shall be opened.

2.13. Bid Due Date

2.13.1 Bids should be uploaded on or before 5.00 PM on the Bid Due Date at <https://wbttenders.gov.in> in the manner and form as detailed in this RFP.

2.13.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders.

2.14. Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15. Modification and Withdrawal of Bids

2.15.1. At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-procurement portal <https://wbttenders.gov.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his/ her Bid he/she cannot re-submit this Bid again.

2.15.2. The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/her Digital Signature Certificate on the e-procurement portal <https://wbttenders.gov.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clauses above.

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2.15.3. The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.

2.15.4. No e-Bids can be resubmitted subsequently after the Bid Due Date.

2.16. Rejection of Bids

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons there for. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.1. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17. Validity of Bids

2.17.1. The Bids shall be valid for a period specified in the Bid Data Sheet of this RFP from the Bid Due Date (the "Bid Validity"). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17.2. Prior to expiry of the Bid Validity, the Authority may request the Bidders to extend the Bid Validity for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse such request for extension of Bid Validity. A Bidder agreeing to the request will not be required or permitted to modify their Bid.

2.17.3. Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.18. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will 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 is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. Bid Security

2.20. Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, the Bid Security through online as mentioned in the Bid Data Sheet.

2.20.2 In case of failure to pay Bid Security by any Bidder on or before the Bid Due Date, the Bid of such Bidder shall be summarily rejected.

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- 2.20.3 Save and except as provided in Clauses 2.20.1 and 2.20.2 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, the Bid Security shall be returned as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28 July 2016.
- 2.20.4 The Selected Bidder's Bid Security shall be returned, without any interest, upon the Private partner signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of the Bid Security in the amount of the Performance Security to be provided by the Private partner in accordance with the provisions of the Agreement.
- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, if
- (a) a Bidder submits a non-responsive Bid;
 - (b) a Bidder engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice as specified in Clause 4 of this RFP;
 - (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (d) the Selected Bidder fails within the specified time limit -
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Agreement; or
 - iii. to furnish the performance security within the period prescribed in the Agreement.
 - (e) the Private partner, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

E. Bid Opening and Evaluation

2.21. Opening and Evaluation of Technical Bids

- 2.21.1. The Authority has adopted highest Annual Concession Fees selection method. The Bidder who obtains the Minimum Technical Score and quotes Annual Concession Fees for operating, maintaining and managing the PMBJK will be selected. The Technical Bid will be evaluated based on Bidder's experience i.e., technical capability and financial capability.
- 2.21.1. The Authority shall download and open the Technical Bid online of only those Bidders whose Technical Bid has been determined to be substantially responsive in accordance with this RFP at the prescribed date and time as specified in the Bid Data Sheet, in the presence of the Bidders who choose to attend. The Technical Bid shall be opened first.
- 2.21.2. In the event of specified date of Bid opening being declared a holiday for the Authority, the Bid shall be opened at the appointed time and place on the next working day.

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- 2.21.3. The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
- 2.21.4. The Financial Bid shall not be opened at this stage.
- 2.21.5. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- 2.21.6. The Bid Evaluation Committee will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 2.21.7. To facilitate evaluation of Bids, the Authority/Bid Evaluation Committee may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 2.21.8. The Bidder shall be required to fulfil the Minimum Eligibility Criteria as set out in the Clause 2.2.5 of this RFP for qualifying for further evaluation of its Bid in terms herein. The Technical Bids which do not meet the Minimum Eligibility Criteria shall be rejected.
- 2.21.9. In the first stage, the Technical Bid will be evaluated on the Basis of Bidder's experience i.e., Technical Capacity and Financial Capacity. Only those Bidders who possess the Minimum Eligibility Criteria as per Clause 2.2.5 shall qualify for further consideration. The Bidder who satisfies the Minimum Eligibility Criteria and whose Bid is found to be responsive as per Clause 2.23 shall be shortlisted for opening of Financial Bid.
- 2.21.10. Technically qualified Bidders shall be carried forward for Financial Bid Opening and evaluation.

2.22. Test of Responsiveness

- 2.22.1. Prior to evaluation of Technical Bids, the Authority will determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:
 - (a) it is received as per the format at Appendix-I;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.2;
 - (c) it has deposited the Bid Security as specified in Bid Data Sheet;
 - (d) it is accompanied by the Power(s) of Attorney as specified in this RFP;
 - (e) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (f) it does not contain any condition or qualification; and
 - (g) it is not non-responsive in terms hereof.
- 2.22.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

2.23. Clarification of Bids

- 2.23.1. To assist in the examination, evaluation and comparison of the Bids, the Authority may, at its discretion, ask any Bidders for authentication and the correctness of the information or details furnished by the Bidder in its Bid. Such request by the Authority and the response by the Bidders shall be in writing or email, but no change in the Bids or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction to the expert committee for evaluation of the Bids.

2.24. Opening and Evaluation of Financial Bids

- 2.24.1. The Bid Evaluation Committee shall determine responsiveness of Financial Bid with respect to rate quoted by the Bidders and shall open the Financial Bid of the Qualified Bidders.
- 2.24.2. A substantially responsive Financial Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality, or performance of the services; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Authority's right or the Bidder's obligations under the Agreement; or (iii) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Financial Bids.
- 2.24.3. The Bid Evaluation Committee reserves the right, at its sole discretion, to request the Bidder to furnish a detailed cost justification pertaining to its Financial Quote, for the purpose of assessing the financial viability of the Project based on the quotation submitted by the Bidder.
- 2.24.4. If the Financial Bid is not substantially responsive, it shall be rejected by the Authority and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 2.24.5. No Bidders shall contact the Authority on any matter relating to its Bid from the time of Bid opening to time of contract is awarded.
- 2.24.6. Any efforts by the Bidder to influence the Authority in the Bid evaluation, the Bid comparison or contract awarded decisions may result the rejection of such Bids.

F. Award of Contract

2.25. Award Criteria

- 2.25.1. Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is qualified in terms of Clause 2.2 and obtained Minimum Technical Score as per Clause 3.1.11, adjudged as responsive in terms of Clause 2.22 and quoted highest Annual Concession Fees, shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.25.2. In the event that two or more Bidders quoted same highest Annual Concession Fees, as the case may be (the "**Tie Bidders**"), in that event, the Preferred Bidder for the Project shall be identified by the Authority by following mechanism:
- having highest Technical Score;
 - In case of the same Technical Score, the highest average annual turnover shall be considered among the Tie Bidders;
- 2.25.3. After selection, a letter of award (the "**LOA**") shall be issued along with one duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the authorized signatory of the Preferred Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security submitted by the Preferred Bidder with the Authority as loss and damage suffered by the Authority on account of failure of the Preferred Bidder to acknowledge the LOA, may annul the Bidding Process and take steps to start a fresh Bidding Process.
- 2.25.4. After acknowledgement of the LOA as aforesaid by the Preferred Bidder, it shall cause the Preferred Bidder to execute the Agreement within the period 30 (thirty) days from the issue of LOA. The

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Preferred Bidder shall not be entitled to seek any deviation, modification, or amendment in the Agreement.

2.26. Performance Security

- 2.26.1. The Preferred Bidder shall, for the performance of its obligations hereunder during the Concession Period, in terms of provisions stipulated in the provide to the Authority within 15 (fifteen) days of the date of issuing of LOA, as an irrevocable and unconditional guarantee as security amounting Rs. 5,00,000 (Rupees Five Lakhs only) from a Nationalised Bank (the "**Performance Security**").
- 2.26.2. The Performance Security should remain valid for a period of 6 (six) months beyond the date of completion of all contractual obligations as per the provisions of the Agreement.

3. Criteria for Evaluation of Bids

3.1. Evaluation of Technical Bids

- 3.1.1 The Bid Evaluation Committee shall download and open the Technical Bid online of only those Bidders whose Technical Bid has been determined to be substantially responsive in accordance with this RFP at the prescribed date and time as specified in the Bid Data Sheet, in the presence of the Bidders who choose to attend. The Technical Bid shall be opened first.
- 3.1.2 Only those Bidders whose Bids are found responsive in terms hereof and meets the Minimum Eligibility Criteria specified in Clause 2.2 above shall qualify for evaluation under this Section 3. Bidders whose Technical Bid does not meet the aforesaid qualification criteria shall be rejected.
- 3.1.3 In the event of specified date of Bid opening being declared a holiday for the Authority, the Bid shall be opened at the appointed time and place on the next working day.
- 3.1.4 The Financial Bid shall not be opened at this stage.
- 3.1.5 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.
- 3.1.6 The Authority shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.7 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.8 In the first stage, the Technical Bid will be evaluated on the Basis of Bidder's experience i.e., Technical Capacity and Financial Capacity. Only those Bidders who possess the Minimum Eligibility Criteria shall qualify for further consideration and shall be awarded Technical Score on the basis of parameter set out in the Clause 3.1.10 of this RFP.
- 3.1.9 The scoring criteria to be used for evaluation of Technical Bid shall be as follows. Total marks 100 marks is allotted for Technical Bid evaluation.

Sl No	Criteria	Marking criteria	Maximum marks
1	The Bidders have experience of running the existing set up for last three (3) years and above	a. 03 – 05 years = 20 marks b. > 05 - 10 years = 25 marks c. > 10 years = 30 marks	30
2	Annual Average Turn Over of the Bidders in last three Financial Year (Scoring for turnover will be prorated with the number of locations. The minimum turn-over criteria will be multiplied by 0.25 per every additional location. Accordingly, the marks will be given)	- For wholesaler per location (if applying for MCH and DH level hospitals) a. Rs 50 lakh -20 Marks b. > Rs 50 lakh to Rs. 60 lakh – 25 Marks c. > Rs 60 lakh -30 Marks - For wholesaler per location (if applying for SDH/Stand-alone SSH and SGH level hospitals) a. Rs 30 lakh -20 Marks b. > Rs 30 lakh to Rs. 40 lakh – 25 Marks c. >Rs 40 lakh -30 Marks	30

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Sl No	Criteria	Marking criteria	Maximum marks
		• For Wholesaler per location (if applying for RH/BPHC level hospitals) a. Rs 10 lakh -20 Marks b. > Rs 10 lakh to Rs. 15 lakh – 25 Marks c. >Rs 15 lakh -30 Marks • For Retailer per location (if applying for MCH and DH level hospitals) a. Rs 25 lakh -20 Marks b. > Rs 25 lakh to Rs. 45 lakh – 25 Marks c. > Rs 45 lakh -30 Marks • For Retailer per location (if applying for SDH/SSH/SGH level hospitals) a. Rs 15 lakh -20 Marks b. > Rs 15 lakh to Rs. 25 lakh – 25 Marks c. > Rs 25 lakh - 30 Marks • For retailer per location (if applying for CHC / RH/BPHC level hospitals) a. Rs 5 lakh - 20 Marks b. > Rs 5 lakh to Rs. 10 lakh – 25 Marks c. > Rs 10 lakh -30 Marks	
3	In case of the Bidder is a retail pharmacy outlet, then the Bidder should have minimum number of pharmacists as per criteria:	For Bidders having existing retail pharmacy outlet, the number of Pharmacists on Bidder's pay roll :- <u>While applying for MCH/DH/Other Teaching Hospital</u> a. 9 pharmacists = 10 marks b. 10 -12 pharmacists = 15 marks c. > 12 pharmacists = 20 marks <u>While applying for SDH/SGH /SSH at sub divisional level and standalone SSH</u> a. 6 pharmacists =10 marks b. 7-10 pharmacists =15 marks c. > 10 pharmacists = 20 marks <u>While applying for RH/BPHC level hospitals</u> a. 3 pharmacists =10 marks b. 4 - 5 pharmacists =15 marks c. > 5 pharmacists = 20 marks	20

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Sl No	Criteria	Marking criteria	Maximum marks
		Or In case the Bidder is a wholesaler/distributor in the pharmaceutical trade, then the Bidder should have minimum number of 5 (five) competent person as per prescribed norms of Drug and Cosmetic Acts and Rules. a. 5 competent persons =10 marks b. 6-10 competent persons =15 marks c. > 10 competent persons= 20 marks	
4	In case of the Bidder is a retail pharmacy outlet, then the Bidder should have experience of running retail pharmacy outlets as on bid due date as per the below criteria:	Bidders having existing retail pharmacy outlet <u>While applying for MCH/DH/Other teaching hospital</u> a. 3 retail pharmacy outlets =10 marks b. 4-10 retail pharmacy outlets =15 marks c. > 10 retail pharmacy outlets =20 marks <u>While applying for SDH/SGH/SSH at sub divisional level and standalone SSH</u> a. 2 retail pharmacy outlets =10marks b. 3-8 retail pharmacy outlets =15 marks c. > 8 retail pharmacy outlets =20 marks <u>While applying for RH/BPHC</u> a. 1 retail pharmacy outlet =10marks b. 2-3 retail pharmacy outlets =15 marks c. >3 retail pharmacy outlets =20 marks or In case the Bidder is a wholesaler/distributor in the pharmaceutical trade, then the Bidder should have attachment of at least 10 (ten) pharmaceutical companies as on bid due date	20

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Sl No	Criteria	Marking criteria	Maximum marks
		Number of pharmaceutical companies attached with the Bidders a. 10 pharmaceutical companies=10 marks b. 11-15 pharmaceutical companies =15 marks c. >15 pharmaceutical companies=20 marks	
Total			100

3.1.10 Total technical score of the Bidders will be calculated based on the score adding each score obtained under each of the parameter mentioned herein above. The Bidders will be assigned a score termed as Technical Score (TS). The minimum marks to qualify shall be 60 out of 100 marks (the "**Minimum Technical Score**"). The Bidders will be assigned a mark and the Bidder who score 60 and above shall be considered as technically qualified bidder (the "**Technically Qualified Bidder**").

3.1.11 Financial Bid shall be opened only for the Bidder who obtains 60 out of 100 and above in technical qualifications as stated above. The final selection of the Bidder shall be based on the highest quoted Annual Concession Fees in its Financial Bid. Technically Qualified Bidders shall be carried forward for Financial Bid opening and evaluation.

3.1.12 A list of Technically Qualified Bidders shall be prepared based on the Bidders who obtain the Minimum Technical Score and above.

3.2 Evaluation of Financial Bids

3.2.1 The Financial Bid evaluation shall be carried out as per the procedure mentioned here under and in accordance with clause 2.24 of this RFP.

3.2.2 Based on the quotation of the Technically Qualified Bidders, the Technically Qualified Bidders shall be ranked as H1, H2 and H3 and so on. The Bidder wise ranking shall be done. The highest rank bidder (H1) for the Project shall be the Bidder who quoted the highest Annual Concession Fees (the "**Highest Rank Bidder / H1 Bidder**"). A list of H1, H2 and H3 and so on shall be prepared.

3.2.3 In the event that two or more Bidders quotes of Financial Bids are same, the procedure to decide the H1 Bidder will be as per Clause 2.25.2.

3.3 Contacts during Bid Evaluation

3.3.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. Fraud and Corrupt Practices

- 4.1. The Bidder and their respective partners, officers, employees, agents, Selected Bidder, Private partner, and advisers shall observe the highest standard of ethics during the Bidding Process and Concession Period. Notwithstanding anything to the contrary contained herein, the Authority shall reject a Bid/terminate the Agreement without being liable in any manner whatsoever to the Bidder/the Private Partner if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Bidding Process and during the Concession Period.
- 4.2. Furthermore, the Bidder/Selected Bidder/Private partner shall not be eligible to participate in any Bidding Process for any other project of the Authority for a period of three (3) years from the date such Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice and the Bidder/ Selected Bidder/Private Partner shall be blacklisted for three (3) years.
- 4.3. For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **"corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the actions of any persons connected with the Bidding Process for or on behalf of the Authority;
 - b) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or the property of that person to influence improperly the actions of a person involved in the Bidding Process;
 - c) **"collusive practice"** means an arrangement between two or more persons involved in the Bidding Process designed to achieve an improper purpose, including influencing improperly the actions of another person;
 - d) **"fraudulent practice"** means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a person involved in the Bidding Process to obtain a financial or other benefit or to avoid an obligation;
 - e) **"obstructive practice"** means (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the inspection and audit rights of the Authority, or financier/s of the Project including any development partner of the financier/s.
 - f) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process; and
 - g) **"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 Bidding Process; or (ii) having a Conflict of Interest.
- 4.4. Necessary civil and criminal proceeding will be initiated against the Bidder for any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, under applicable laws.

5. Pre-Bid Meeting and Site Visit

The Bidders are invited to attend a pre-bid meeting (the "**Pre-Bid Meeting**") which shall take place at The Chief Medical Officer of Health, South 24 Parganas, Administrative Building, M R Bangur Hospital Complex, 241, Deshapran Sashmal Road, Tollygunge, Kolkata - 700033 as mentioned in Bid Data Sheet or at a place notified in the official website prior to the meeting, as per schedule mentioned in Bid Data Sheet of this RFP.

- 5.1 A maximum of two representatives of each Bidder shall be allowed to participate in the Pre-Bid Meeting.
- 5.2 In case of the Pre-Bid Meeting is held on virtual platform, the Authority shall provide virtual link before the Pre-Bid Meeting
- 5.3 During the course of Pre-Bid Meeting, the Bidders 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 Bidding Process.

6. Miscellaneous

- 6.1.** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2.** The Authority, in its sole discretion and without incurring any obligation or liability whatsoever, reserves the right, at any time, to:
- (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder 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 Bidder; and/or;
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;
 - (e) supplement/modify/amend/alter the terms of the grant of the concession pursuant to this RFP, or the technical/ financial or any other parameter for selection or evaluation of the Bidders or any terms and conditions of this RFP.
- 6.3.** In order to afford the Bidders a reasonable time for taking an Addendum/supplement/ modification etc. into account or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date and time.
- 6.4.** It shall be deemed that by submitting the Bid, the Bidder 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.
- 6.5.** Words and Phrases not defined in this RFP shall have the meaning as specified in the Agreement and the General Clauses Act 1977.

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Appendix I

Annexure I: Checklist of documents submitted with the Technical Bid

S. N	Document	Uploaded Status/Submitted
1.	Annexure I: Checklist of Documents submitted with the Technical Bid	
2.	Annexure II: Letter Comprising the Bid	
3.	Annexure III: Details of the Bidder	
4.	Annexure-IV- Technical Capacity of the Bidder	
5.	Annexure-V- Financial Capacity of the Bidder	
6.	Annexure VI: Statement of Legal Capacity	
7.	Annexure VII: Format of Registered Power of Attorney for Signing of the Bid	
8.	Annexure VIII: Undertaking of Compliance	
9.	Annexure IX: Undertaking regarding use of qualified human resources	
10.	Copy of Registration Details of the Bidder and Copy of Memorandum & Article of Association/proof of partnership firm/ (if applicable)	
11.	Copy of audited Balance Sheet / Income & Expenditure / P&L accounts statements for last three financial years ending March 2026with supporting document.	
12.	The previous work orders / contracts executed by claiming the experience	
13.	Copy of Trade License (must be valid on the date of application)	
14.	Copy of Drug License (must be valid on the date of application)	
15.	Self-attested copies of income tax return/income tax clearing certificate for last three financial years(FY 2025-26, FY 2024-25 and FY 2023-24)	
16.	Self-attested photo copy of PAN no of the Bidder.	
17.	Self-attested photo copy of GST Registration Certificate	
18.	No conviction certificate (To be provided on notarized stamp paper mentioning that "The organization has not been convicted by the state drug authorities, and no case is pending under the provisions of the Drugs & Cosmetic Act 1940 and The Drugs and Cosmetic Rules, 1945 as amended hereafter"	

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Annexure II: Letter Comprising the Bid

(To be forwarded on the letterhead of the Bidder)

Dated:

To,

The Chief Medical Officer of Health,

South 24 Parganas

Administrative Building,

M R Bangur Hospital Complex,

241, Deshapran Sashmal Road,

Tollygunge, Kolkata - 700033

Sub: Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals in West Bengal under Public Private Partnerships (PPP) Mode

Dear Sir/Ma'am,

1. With reference to your RFP no..... dated..... I/We having examined all the relevant documents and understood their contents and hereby submit our Bid for the following project locations as below¹:

Sr. No.	Name of Project Location	Tender ID

2. This proposal is unconditional and unqualified.
3. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the private partner, and in this regard, we certify that all information provided in the Bid and in the Annexure is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
4. This statement is made for the express purpose of appointment as the private partner for the aforesaid subject.
5. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
6. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder.
8. I/We declare that:

(a) I/We have examined and have no reservations to the Bidding Documents, including any

¹Please mention mandatorily the name of all Project Locations for which the Bidders are applying for.

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Addendum issued by the Authority:

- (b) I/We do not have any conflict of interest in accordance with Clause 2.1.8 of 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 Section 4 of the Bidding Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authorities 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 will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- 9. I/We understand that you may cancel the selection process at any point of time and that you are neither bound to accept any Bid that you may receive nor to select the Selected Bidder, without incurring any liability to the Bidders in accordance with Clause 2.16 of the Bidding Document.
 - 10. I/We declare that we are not a member or associate or entity of any other Bidder applying for selection as the Selected Bidder.
 - 11. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - 12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 - 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Selected Bidder or in connection with the selection process itself in respect of the subject line.
 - 14. I/We agree and understand that the Bid subject to the provisions of the Bidding Document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
 - 15. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.
 - 16. A Registered Power of Attorney in favour of the authorized signatory to sign and submit this Bid and documents is attached herewith.
 - 17. In the event of my/our firm being selected as the Selected Bidder, I/we agree and undertake to provide the services in accordance with the provisions of the RFP.
 - 18. I/We have studied the RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the concession Agreement, 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 the Project.
 - 19. The Technical Bid read with the Financial Bid shall constitute the e-Bid which shall be binding on us.

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

20. I/We agree and undertake to abide by all the terms and conditions of the Bidding Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bidding Document.

Yours faithfully,
(Signature, name, and designation of the authorized signatory)
(Name and seal of the Bidder)

Date:

Place:

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Annexure III: Details of the Bidder

(To be forwarded on the letterhead of the Bidder)

1. Details of the Bidder:

Sl. No.	Particulars	Details
1	Name of the Bidder	
2	Constitution of the Bidder (e.g., Limited Company/Private Limited Company/Limited Liability Partnership Firm/ Partnership or Proprietary Firm/ Societies/Trust/NGO/Charitable organization engaged in activities in the pharmaceutical sector (medicines etc.) registered under appropriate statutory authority of Government of West Bengal/Government of India.)	
3	Bidder applied as Individual or a registered entity as mentioned herein above under serial no. 1	
4	Nature of business/activities of the Bidder	
5	Bidder applied as Retailer or Wholesaler/distributor as per the requirement of this RFP	
6	Date of incorporation and/ or commencement of business	
7	Registered Address of the Bidder	
8	Head Office Address	
9	PAN details	
10	GST details	
11	Name, designation of top management of the Bidder	
12	Name, designation and contact details of the authorized person	Name: Designation: Company: Mobile Number: Email Id:
13	Details of individual(s) who will serve as the point of contact/ communication for the Authority:	Name: Designation: Company: Address: Mobile Number: Email Id:

- 2.** Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

Authorized Signature

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Note: The Bidder shall be required to attach copy of its registration/incorporation documents in support of its constitution

Annexure IV: Technical Capacity of the Bidder

Details of work pertaining to eligible projects executed by the Bidder

1. Technical Capacity of Bidder

Sl. No	Name of the Bidder	Category of the Bidder (Retail pharmacy outlet or Authorized distributor/wholesaler of pharmaceutical companies)	Name of the retail Pharmacy outlet/Name of the attached pharmaceutical companies	Bidder experience in Operating retail pharmacy outlet/distributor/wholesaler duration (Year) From ...to....	Drug license no. (Retail pharmacy outlet / distributor / wholesaler)	Validity of Drug license	Address of the Retail pharmacy outlet /address of the pharmaceutical companies	No. of Retail Pharmacy Outlet	Supporting document attached (Y/N)
			1... 2... 3... And so on						

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

2. Human resources (Pharmacists / Competent Person) of the Bidder

Sl. No.	Name of the Human Resources	Education qualifications and experience	Supporting documents (Appointment letter / pay slips / registration certificate / Endorsed certificate from Drug Control)
1			
2			
3			

Authorized Signature

(Signature, name and designation of the authorized signatory)
Name and seal of the Bidder)

Note:

- 1) Bidder to provide brief details with valid supporting documents of project for which experience is being claimed.
- 2) The Bidder shall need to submit the work order/contract copy/completion certificate for the above-mentioned technical capacity in case of the government projects. In case of projects owned by the Bidder, the Bidder shall need to submit the audited certificate certifying the above-mentioned details.
- 3) In case of application as Retailer, bidder shall submit the copy of registration certificate, appointment letter and valid pay slip of the registered pharmacists on the bidder's payroll.

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Annexure V: Financial Capacity of the Bidder

(To be forwarded on the letterhead of the Statutory Auditor)

(In Rs. Crore)

S. No.	Entity	Annual Turnover (Rs. In Cr)		
		FY 2025-26	FY 2024-25	FY 2023-24
1.				
Average Annual Turnover				
Certificate from the Statutory Auditor This is to certify that(name of the Bidder) is average Annual turnover of Rs Crore (Rupees Crore only) for last three Financial Years (FY....., FY.....and FY.....). Name of Authorized Signatory: Designation: Name of Entity: UDIN: (Signature of the Authorized Signatory) Seal of the Entity				

Instructions:

- The Bidder shall attach copies of the balance sheets, financial statements, and Annual Reports for 3 (three) years preceding the Bid Due Date.
- The financial statements shall include the following:
 - Bidder needs to fill the Average Annual Turnover for preceding three financial years.
 - reflect the financial situation of the Bidder
 - be audited by a statutory auditor; Bidder to provide copy of the last 3 (three) years Audited Financial Statement
 - be complete, including all notes to the financial statements; and
 - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Annexure VI: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Dated:

To,

The Chief Medical Officer of Health,
South 24 Parganas
Administrative Building,
M R Bangur Hospital Complex,
241, Deshapran Sashmal Road,
Tollygunge, Kolkata - 700033

Sub: Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals in West Bengal under Public Private Partnerships (PPP) Mode

Dear Sir/Ma'am,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that _____ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Authorized signatory

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Annexure- VII: Registered Power of Attorney for signing of Bid

(To be provided on Rs.100 Non-Judicial Stamp Paper and Registered)

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK) at Governments Hospitals under Public Private Partnerships (PPP) Mode (the "Project") proposed or being developed by the Department of Health & Family Welfare, Government of West Bengal (the "Authority") including but not limited to signing and submission of all applications/proposals, bids and other documents and writings, participate in Pre-Bid Meeting and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the concerned hospital authorities (the "Hospital Authority").

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 2026.

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1

2

Accepted

(Signature)

(Name, Title and Address of the Attorney)

[Registered]

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy or High Commission and notarized in the jurisdiction where the Power of Attorney is being issued.

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Annexure VIII-Undertaking of compliance

Format of undertaking regarding compliance with terms of this Bid Documents

(To be forwarded on the letter head of Bidder)

To,
The Chief Medical Officer of Health,
South 24 Parganas
Administrative Building,
M R Bangur Hospital Complex,
241, Deshapran Sashmal Road,
Tollygunge, Kolkata - 700033

Sub: Undertaking regarding compliance with Terms of the Bid Documents

Dear Sir,

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Bid Documents for award of contract for the "Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) mode. We hereby undertake and explicitly agree that if we are selected as the Selected Bidder, we shall adhere to and comply with the terms of the scheme as set out in the Bid Documents.

Dated this _____ day of 2026

[Signature]

In the capacity of _____

[Position]

Duly authorized to sign this Bid for and on behalf of _

[Name of Bidder]

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Undertakings

(To be provided on notarized stamp paper mentioning that "The organization has not been convicted by the state drug authorities, and no case is pending under the provisions of the Drugs & Cosmetic Act 1940 and The Drugs and Cosmetic Rules, 1945 as amended hereafter)

We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined carefully the Bid Documents, including all the Addenda.

We acknowledge that H&FW Department will be relying on the information provided in the Financial Bid for evaluation and comparison of Financial Bids received from the Eligible Bidders and for the selection of the Successful Bidder for establishment of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) in different hospitals of West Bengal. We certify that all information provided in the Financial Bid is true and correct. Nothing has been omitted / suppressed which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.

We shall make available to H&FW Department any clarification, it may find necessary or require, supplementing or authenticating the Financial Bid.

We acknowledge the right of H&FW Department to reject our Financial Bid or not to select us as the Successful Bidder, without assigning any reason whatsoever or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We acknowledge and confirm that all the undertakings and declarations made by us in our Technical Bid are true, correct and accurate as on the date of opening of our Financial Bid and shall continue to be true, correct and accurate for the entire validity period of our Bid.

We acknowledge and declare that H&FW Department is not obliged to return the Financial Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Bid Documents.

We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable to disqualification in accordance with the terms of the Tender Documents, we shall communicate advice H&FW Department of the same immediately.

We acknowledge, confirm and undertake that:

The terms and conditions of the Bid Documents and the Concession Fee being quoted by us for the implementation of the Project are determined on a technically sound basis, are financially viable and sustainable on the basis of information and experience available in our records. Additionally, the Concession Fees payable by us for the implementation of the Project are determined on a technically sound basis, are financially viable and sustainable on the basis of information and experience available in our records.

We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Financial Bid or question any decision taken by H&FW Department in connection with the evaluation of the Financial Bid, declaration of the Successful Bidder, or in connection with the Bidding Process itself, in respect of the Contract and the terms and implementation thereof.

We agree and undertake to abide by all the terms and conditions of the Bid Documents, including all Addenda, Annexure and Appendices.

We have studied the Bid Documents (including all the Addenda, Annexure and Appendices) and all the information made available by or on behalf of H&FW Department carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

documents or information provided to us by H&FW Department or in respect of any matter arising out of or concerning or relating to the Bidding Process.

We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, shall we have any claim or right against H&FW Department if the Contract are not awarded to us or our Financial Bid is not opened or found to be substantially non-responsive.

This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Kolkata will have exclusive jurisdiction in the matter.

Capitalised terms which are not defined herein will have the same meaning ascribed to them in the Bid Documents.

In witness thereof, we submit this Financial Bid under and in accordance with the terms of the Bid Documents.

Dated this *[insert]* day of *[insert month]*, 2026

[Signature]

In the capacity of ____

[Position]

Duly authorized to sign this Bid for and on behalf of ____

[Name of Bidder]

[Signature]

In the capacity of

[Position]

Duly authorized to sign this Bid for and on behalf of ____

[Name of Bidder]

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Annexure IX-Undertaking regarding use of qualified human resources

Undertaking regarding use of qualified human resources for operating PMBJK

(To be forwarded on the letter head of bidder)

To,
The Chief Medical Officer of Health,
South 24 Parganas
Administrative Building,
M R Bangur Hospital Complex,
241, Deshapran Sashmal Road,
Tollygunge, Kolkata - 700033

Sub: Undertaking Regarding use of qualified human resources for O&M of the PMBJK

Dear Sir,

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for Award of Contract/Letter of Award(s) for the "Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) mode.

We hereby undertake and explicitly agree that if we are selected as the Selected Bidder, we shall only appoint that manpower that meet the criteria specified in the Bid Documents and as per the applicable rules.

Dated this _____ day of __, 2026.

[Signature]

In the capacity of _____

[Position]

Duly authorized to sign this Bid for and on behalf of _

[Name of Bidder]

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Appendix II: Financial Bid Format

Form I: Covering Letter for Financial Bid

(To be forwarded on the letter head of bidder)

Dated:

To,

The Chief Medical Officer of Health,

South 24 Parganas

Administrative Building,

M R Bangur Hospital Complex,

241, Deshapran Sashmal Road,

Tollygunge, Kolkata - 700033.

Sub: Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) consumables at different Government Hospitals in West Bengal under Public Private Partnerships (PPP) Mode

Dear Sir/Ma'am,

I/ We, the undersigned, offer to provide the services for the above project in accordance with RFP dated _____ our Financial Bid (Annual Concession Fees subject to minimum threshold value mentioned under Appendix IV of this RFP) is for the project to the amount mentioned in the Bill of Quantity (BOQ).

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Bidder)

Date:

Place:

Note-

Financial Bid must be submitted in prescribed mode of a tender process in Bill of Quantity (BOQ) through web portal (<https://wbenders.gov.in>).

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Form II: Details of Financial Quote

Name of the Bidder.....

* As per the Bill of Quantity (BOQ)

(Signature, name, and designation of the authorized signatory)
(Name and seal of the Bidder)

Date:

Place:

Appendix III – Draft Agreement

1. Draft Agreement
2. Tripartite Agreement as per standard documents issued by PMBI

Request for Proposal for Selection of Private Partner for Establishment, Operation, Maintenance and Management of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK) at different Government Hospitals under Public Private Partnerships (PPP) Mode

Appendix IV – Minimum threshold amount of Annual Concession Fees²

The Bidder shall quote the Annual Concession Fees in accordance with Clauses 1.2.7 and 2.12.1 of this RFP. The Annual Concession Fees quoted by the Bidder shall not be less than the Minimum Annual Concession Fees specified herein below. Any Bid wherein the Annual Concession Fees quoted by the Bidder is less than the Minimum Annual Concession Fees shall be summarily rejected and shall not be considered for further evaluation.

SN	Name of the Hospital premises and address (A)	Area to be provided (in sq.ft) (B)	Amount per sq. ft per month (in Rs/sq.ft/month) (C)	Total Minimum Annual Concession Fees (in Rs.) (D = (BXC X 12))
1	M R Bangur District Hospital	700	46	Rs.3,86,400/-
2	M R Bangur SSH	600	46	Rs.3,31,200/-
3	Baruipur SDH	200	35	Rs.84,000/-
4	Baruipur SSH	200	35	Rs.84,000/-
5	Vidyasagar SGH	160	50	Rs.96,000/-
6	Baghajatin SGH	152	55	Rs.1,00,320/-
7	Bijoygarh SGH	150	55	Rs.99,000/-
8	Garden Reach SGH	200	50	Rs.1,20,000/-

Note: The Minimum Annual Concession Fees in terms of minimum rent of the premises will be "Fair Rent" to be determined by the Collector or Competent Authority of the concerned District.

²The table above should be filled by the concerned TIA before floating the tender. The rent of the space must be assessed by the competent authority.