



**Directorate of Medical Education and Training
for Government of Uttar Pradesh**

Expression of Interest (EOI)

Instruction to Applicants

**EOI FOR FISCAL AND NON-FISCAL SUPPORT TO PRIVATE SECTOR ENTITY
FOR DEVELOPMENT OF MEDICAL COLLEGE AND HOSPITAL IN UNSERVED
DISTRICTS OF UTTAR PRADESH**

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DISCLAIMER

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

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

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

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

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

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

The issue of this EOI does not imply that the Authority is bound to select an Applicants, for the proposed Project and the Authority reserves the right to reject all or any of the Applicant or Applications without

assigning any reason whatsoever.

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

1. INTRODUCTION

1.1 Background

- 1.1.1. Government of Uttar Pradesh, acting through the Directorate General of Medical Education and Training, Government of Uttar Pradesh (the “**Authority**”) is committed to improve the health scenario in the state of Uttar Pradesh. The efforts of the Authority have been at the forefront of initiatives. This is evident from the fact that there were only 17 (seventeen) medical college & hospital prior to 2016 whereas the state today has only 16 (sixteen) unserved districts left in terms of planning & development of Medical College and Hospital.
- 1.1.2. In this regard the Authority recognizes that setting up of Medical College & Hospital requires large investments and recruitment of human capital, which can also be efficiently done with private sector participation to bring techno-managerial efficiencies associated with it. In furtherance to this, the Authority is inviting EOI in pursuance of the an investment scheme titled as “**the Scheme for Government Support to Private Investment in development of Medical College in Unserved Districts**” (the “**Policy**”) notified by the Government on 17 September 2021, which shall deemed to be incorporated in this EOI by the mere fact of its reference herein. This Policy aims to provide fiscal and/or non-fiscal incentives and/or other support to incentivize private sector entity to set up medical college & hospital facilities in the 16 (sixteen) unserved districts of Uttar Pradesh. For avoidance of doubt, in case of any conflict that arises or is construed to arise between the terms of EOI and Policy, the terms of the Policy shall prevail to the extent of such repugnancy.
- 1.1.3. The Authority intends to provide incentives “For development of Medical College & Hospital infrastructure in the sixteen unserved districts State of Uttar Pradesh” (the “**Project**”) with private sector participation through this Project which shall be implemented through the Director General Medical Education (“**DGME**”) in the (16) sixteen unserved districts of Uttar Pradesh. The Authority seeks to engage private sector entity (hereinafter together referred as “**Applicant/PSE**”) with previous experience in the relevant field of implementation of the Project and has decided to carry out the Application Process for the selection of such private Applicant. The list of the (16) sixteen unserved districts of Uttar Pradesh (the “**Districts**”) have been specified herein below, and the district-wise details of the relevant district hospitals is enclosed as Appendix VI:

S.N.	Name of district
1	Bagpat
2	Mainpuri
3	Sant Kabeer Nagar
4	Ballia
5	Rampur

6	Bhadohi
7	Kasganj
8	Maharajganj
9	Shamli
10	Chitrakoot
11	Mahoba
12	Hamirpur
13	Mau
14	Shravasti
15	Sambhal
16	Hathras

1.1.4 As part of this EOI the Government is inviting the Applications under the following three Modes (the “**Mode**”) for engaging Applicant through investment Policy route for the implementation of the Project.

- I. Mode A:** Under this Mode, the Applicant shall bring in own operational Hospital, adequate land for setting up of Medical College and all requisite assets for setting up of a Medical College of not less than 100 undergraduate seats, as per applicable norms. The key terms of the Mode A and the application form are annexed herewith at Appendix- II, Annexure A and Annexure B.
- II. Mode B:** Under this Mode, the Authority shall provide land on lease to the Applicant for setting up of the Medical College. The Applicant shall bring in an operational Hospital for setting up a Medical College with not less than 100 undergraduate seats. The key terms of the Mode B and the application form are annexed herewith at Appendix- III, Annexure A and Annexure B.
- III. Mode C:** Under this Mode, the Authority shall provide an existing District Hospital on lease to the Applicant on “as is where is” basis. The Applicant shall have the obligation to bring adequate land parcel in accordance with the extant regulations for the development of medical college infrastructure notified by National Medical Commission (NMC), a body constituted by Central Government under National Medical Commission Act, 2019 from time to time. The key terms of the Mode B and the application form are annexed herewith at Appendix- IV, Annexure A and Annexure B.

1.1.5 The Applicant selected for the particular District shall be responsible for the implementation of the Project in accordance with the provisions hereof and particularly of the draft agreement for the Project, (“**Draft Agreement**”), which will be issued to the selected Applicant(s). For the avoidance of doubt, it is understood that there shall be separate Draft Agreement for each of the District which shall be executed between the Authority and the selected Applicant for that

District. The Draft Agreement shall have detailed enumeration of the respective obligations in connection with development of the Project, in accordance with the terms/framework envisaged under the Policy.

1.2 Brief description of Application Process

1.2.1. The Authority has adopted a single-stage Application process (the “**Application Process**”) system for selection of Applicant. Applicant are invited to submit their Applications for one or more of the District of the Project. All Applicant submitting its Application for any or all of the District shall simultaneously submit, in accordance with terms hereof, their relevant qualification details as required hereunder for the purpose of meeting Minimum Eligibility Criteria (“**Application**”). For the avoidance of doubt, the Applicant can submit only one Application in respect of a particular District.

In the first step of the Application Process, Application of all Applicants shall be evaluated as to whether they are responsive in terms of Clause 3.2.1 and meet the Minimum Eligibility Criteria as set forth in Clause 2.2.2 of this EOI for undertaking the Project.

1.2.2. As part of the Application Process, interested parties who fulfill the Minimum Eligibility Criteria as set forth in this EOI are being called upon to submit their Applications in accordance with the EOI (the “Application Documents”). The Authority shall endeavour to adhere to the timelines in connection with submission, appraisal and approval of the application received from PSE as prescribed in the Policy.

1.2.3. In terms of the EOI, the Applicant should sign and provide a duly executed application security declaration (the "**Application Security Declaration**"). The Applicant will have to provide Application Security Declaration be in accordance with the form provided in Annexure- E of Appendix-I of this EOI. It is hereby instructed that the Applicant shall submit the original Application Security Declaration (as per the format prescribed in this EOI) in hard copy along with the Application. The Application shall be summarily rejected if it is not accompanied by the Application Security Declaration. It being expressly informed to Applicants that the Applications received on or before 5th of every month shall be undertaken for appraisal and approval on the next working day in accordance with the Policy; provided, however first such cycle of appraisal and approval shall commence for all Applications received on or before 5th day of relevant month falling immediately after expiry of thirty days from date of publication of this EOI. For avoidance of doubt, it is clarified that if any other Application is received prior to the approval of any PSE for that district, the same shall be considered along with the earlier received applications. In the event that the approval has been completed, no other Application shall be considered for that district for which the PSE has been approved.

1.2.4 The Applicants are invited to examine the relevant District(s) in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Application for selection of the relevant District under the Project.

1.2.5 The Authority while evaluating the Application shall keep the following priority, which has been arrived at considering the larger public interest of early implementation of the project, minimum disruption of public health services under district hospitals and administrative ease of implementation:

- I. Application received under Mode A (private sector bringing land for medical college and the hospital) shall be given priority over all other Applications (i.e. Applications received under Mode B or Mode C);
- II. Applications received under Mode B (private hospital with government land for medical college) shall be given priority over Application received under Mode C (district hospital leased by the Government and private sector bringing the land for medical college infrastructure).

1.2.6 Any queries or request for additional information concerning this EOI can be submitted by e-mail to the officer designated in Clause 2.1.3. The email shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: EOI for Selection of Applicant for Project in the sixteen unserved districts in Uttar Pradesh”.

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

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

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 General terms of Application

- 2.1.1 An Applicant individually or as a member of a Consortium shall not be entitled to submit another Application for the same District either individually or as a member of any other Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this EOI, but defined in the Draft Agreement shall have the meaning assigned thereto in the Draft Agreement.
- 2.1.3 The Policy can be downloaded from the web portal : <http://shasanadesh.up.gov.in/>. The EOI can be downloaded from the e-tender portal i.e. <http://etender.up.nic.in> (“e-Tender Portal”). Any modifications addendum to EOI, or the responses to queries shall be updated on the e-tender website, and the Applicants are requested to check the website regularly for updates. The Authority shall not undertake any responsibility, if any, Applicant fails to regularly check the website for addendums.

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

**Director General, Medical Education,
Directorate of Medical Education, Uttar Pradesh
Jawahar Bhawan, 6th Floor, Ashok Marg, Lucknow, Uttar Pradesh 226001**

- 2.1.4 Notwithstanding anything to the contrary contained in this EOI, the detailed terms specified in the Draft Agreement shall have an overriding effect; provided, however, that any non-repugnant conditions or obligations imposed on the Applicant hereunder shall not be prejudiced by this clause and shall continue to have effect in addition to its obligations under the Draft Agreement, and shall be deemed to form integral part of the Draft Agreement.
- 2.1.5 The Application shall be furnished as per formats provided in Appendixes of this EOI. The Application shall include the following:

APPENDIX- I

- ANNEXURE A : Letter comprising the Application
- ANNEXURE B : General Information of Applicant
- ANNEXURE C : Power of Attorney for Signing of Application in favor of Authorized Signatory (single entity/ Lead Member) with Board Resolution/ Charter Document in favor of Executant
- ANNEXURE D : Power of Attorney for Lead Member of Consortium by other members of the Consortium (in case of Consortium) with Board Resolution/ Charter Document in favor of Executant of the PoA
- ANNEXURE E : Application Security Declaration

- ANNEXURE F : Memorandum of Understanding (in case of Consortium)
ANNEXURE G : Technical Capacity of Applicant with supporting documents
ANNEXURE H : Financial Capacity of Applicant;
APPENDIX-II/III/IV : Application Format (as applicable)
APPENDIX-V : Application Checklist

- 2.1.6 The Applicant should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorising the signatory of the Application to commit the Applicant. The Power of Attorney shall be duly supported with the charter documents or board resolution in favour of the executant. In case the Applicant is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Annexure D of Appendix-I duly supported with a charter document or board resolution in favour of executant
- 2.1.7 Any condition or qualification or any other stipulation contained in the Application shall render the Application liable to rejection as a non-responsive Application.
- 2.1.8 All communications in relation to or concerning the EOI and the Application shall be in English language.
- 2.1.9 The Application Documents including this EOI and all attached documents are and shall remain the property of the Authority and are transmitted to the Applicants solely for the purpose of preparation and the submission of an Application in accordance herewith. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Applications and all other documents submitted by the Applicants, and the Authority will not return any Application, or any information provided along therewith.
- 2.1.10 An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Application Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to disqualify/reject the Application of the Applicant. Without limiting the generality of the above, an Applicant shall be considered to have a Conflict of Interest that affects the Application Process, if:
- a) An Applicant or its Member, and any other Applicant or its Member, as the case maybe, should not have common controlling shareholder having more than 25% shareholding in both entities;
 - b) such Applicant or its Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant or its Member, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant or its Member; or
 - c) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- d) such Applicant or any Associate thereof has a relationship with another Applicant 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 Application of either or each of the other Applicant; or
- e) such Applicant has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.2 Eligibility of Applicants

2.2.1 (a) The Applicant may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

(b) A Applicant may be a Society be an University or a society registered under the Societies Registration Act, 1860 (21 of 1860) or corresponding Acts in other States or a public religious or charitable trust registered under the Trust Act, 1882 (2 of 1882) or the WAKFS Act, 1954 (29 of 1954); an autonomous body promoted by Central or State Government by or under a Statute for the purpose of medical education; or a company registered under the Companies Act, 2013, or any Consortium of eligible entities. A Consortium shall be eligible for consideration subject to the conditions set out in Clause- 2.2.3 below.

2.2.2 Minimum Eligibility Criteria

I. To be considered as technically qualified, an Applicant shall fulfill the following minimum eligibility criteria (the "**Minimum Eligibility Criteria**"):

- (a) **Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall have experience of operating a medical college or minimum [150] bedded hospital ("Eligible Project (s)") as on day of submission of Application.
- (b) **Financial Capacity:** The single entity Applicant /Lead Member shall have a positive Net Worth (the "Financial Capacity") at the close of the preceding financial year.

For the purposes of this EOI, the net worth (the "**Net Worth**") in case of Company shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

For other entities Net Worth shall mean the available corpus/contributions and the

reserves.

In the event that the Applicant does not meet the Minimum Eligibility Criteria (Technical or /and Financial Capacity) evaluated for as described under this Clause 2.2.2, the Applicant shall be disqualified.

II. Supporting Documents for Eligibility Criteria for each Modes (including Technical Capacity and Financial Capacity)

MODE A: (Private Hospital and Private land)

- a) For the purpose of demonstrating the Eligibility Criteria for Mode A and the Technical Capacity & Financial Capacity, the Applicants shall along with the completed sheet in Annexure G of Appendix I, Annexure H of Appendix I and Annexure B of Appendix II, submit the following supporting documents:
- (i) Self-certified copy of Certificate(s) of registration/incorporation of the Applicant and in case of Consortium, Certified copy of Certificate(s) of registration/incorporation of Lead Member and each Member of the Consortium; and
 - (ii) Certificate(s) from the concerned client(s) demonstrating the experience of operating at least 150 bedded hospital or a medical college, as the case may be, as on date of submission of Application, as specified in paragraph 2.2.2 (I) (a) above; and
 - (iii) Self-certified copy of Certificate(s) of registration from Competent Authority for owned and operational hospital (Clinical Establishment (Registration and Regulation Act, 2020 or under any other Applicable laws) in the particular District for which the Application is submitted; and in case of Consortium, one of the Member of the Consortium can individually demonstrate the criteria of owned and Operational hospital. For avoidance doubt, it is clarified that aggregation of credentials from different Consortium members is not permitted to fulfil this criterion; and
 - (iv) Self-certified copy of Certificate(s) of title deed of the land as proof of ownership in the particular District for which the Application is submitted; and in case of Consortium, one of the Member of the Consortium can individually demonstrate the criteria of ownership and possession over the land. For avoidance doubt, it is clarified aggregation of credentials from different Consortium members (e.g. adding of beds from two or more hospitals) is not permitted to fulfil this criterion. Without prejudice to the foregoing, it is clarified that alternatively, Applicant may submit an agreement to sell or agreement to lease, provided however, in case such Applicant is appraised and shortlisted for grant of incentives, then a provisional LOI would be issued subject to the Applicant furnishing required title document. It is further clarified that no entitlement for incentives will arise unless the Authority is satisfied with the fulfilment of this condition; and

- (v) Certificate(s) from Statutory Auditors/Chartered Accountant of the Applicant / any Member of Consortium specifying the Net Worth of the applicant, as at the close of the preceding financial year.

MODE B: (Private Hospital with Government Providing Land for Medical College Infrastructure)

For the purpose of demonstrating the Eligibility Criteria for Mode B and the Technical Capacity & Financial Capacity, the Applicants shall along with the completed sheet in Annexure G of Appendix I, Annexure H of Appendix I and Annexure B of Appendix -III, submit the following supporting documents:

- (i) Self-certified copy of Certificate(s) of registration/incorporation of the Applicant and in case of Consortium, Certified copy of Certificate(s) of registration/incorporation of Lead Member and each Member of the Consortium; and
- (ii) Certificate(s) from the concerned client(s) demonstrating the experience of operating at least 150 bedded hospital or a medical college, as the case may be, as on date of submission of Application, as specified in paragraph 2.2.2 (I) (a) above; and
- (iii) Self-certified copy of Certificate(s) of registration from Competent Authority for owned and operational hospital (Clinical Establishment (Registration and Regulation Act, 2020 or under any other Applicable laws) in the particular District for which the Application is submitted; and in case of Consortium, one of the Member of the Consortium can individually demonstrate the criteria of owned and Operational hospital. For avoidance doubt, it is clarified that aggregation of credentials (e.g. adding of beds from two or more hospitals) from different Consortium members is not permitted to fulfil this criterion; and
- (iv) Certificate(s) from Statutory Auditors/Chartered Accountant of the Applicant/ any Member of Consortium specifying the Net Worth of the applicant, as at the close of the preceding financial year.

MODE C: (Leverage District Hospital with Private Sector Land)

For the purpose of demonstrating the Eligibility Criteria for Mode C and the Technical Capacity & Financial Capacity, the Applicants shall along with the completed sheet in Annexure G of Appendix I, Annexure H of Appendix I and Annexure (B) of Appendix-IV, submit the following supporting documents:

- (i) Self-certified copy of Certificate(s) of registration/incorporation of the Applicant and in case of Consortium, Certified copy of Certificate(s) of registration/incorporation of Lead Member and each Member of the Consortium; and
- (ii) Certificate(s) from the concerned client(s) demonstrating the experience of operating at least 150 bedded hospital or a medical college, as the case may be, as

on date of submission of Application, as specified in paragraph 2.2.2 (I) (a) above;
and

- (iii) Self-certified copy of Certificate(s) of title deed of the land as proof of ownership in the particular District for which the Application is submitted; and in case of Consortium, one of the Member of the Consortium can individually demonstrate the criteria of ownership and possession over the land. For avoidance doubt, it is clarified aggregation of credentials from different Consortium members (e.g. adding of beds from two or more hospitals) is not permitted to fulfil this criterion. Without prejudice to the foregoing, it is clarified that alternatively, Applicant may submit an agreement to sell or agreement to lease, provided however, in case such Applicant is appraised and shortlisted for grant of incentives, then a provisional LOI would be issued subject to the Applicant furnishing required title document. It is further clarified that no entitlement for incentives will arise unless the Authority is satisfied with the fulfilment of this condition; and
- (iv) Certificate(s) from Statutory Auditors/Chartered Accountant of the Applicant/ any Member of Consortium specifying the Net Worth of the applicant, as at the close of the preceding financial year.

2.2.3 In case the Applicant is a Consortium, it shall comply with the following additional requirements:

- (a) The number of Members of the Consortium shall not be less than two eligible entities and not more than four eligible entities;
- (b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”).
- (d) the Application should include a brief description of the roles and responsibilities of individual Consortium Members, particularly with reference to their financial and technical obligations;
- (e) an individual Applicant cannot at the same time be member of a Consortium. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium;
- (f) members of the Consortium shall have entered into a binding Memorandum of understanding (the “MOU”), substantially in the form specified at Annexure- F of Appendix-I, for the purpose of making the Application and submitting an Application in the event of being qualified. The MOU, to be submitted along with the Application, shall,

inter alia:

- (i) in case the Consortium is declared as the Selected Applicant hereunder, ensure that its minimum capital contribution commitments are clearly set out, and state that the Consortium shall act through the Lead Member in accordance with this EOI, and subsequently carry out all the responsibilities as Selected Applicant in terms of the Draft Agreement for that particular District;
 - (ii) clearly outline the proposed roles and responsibilities of each Member at each stage;
 - (iii) include a statement to the effect that all Members of the Consortium shall, till the term of the Draft Agreement and in accordance with the Draft Agreement, be liable jointly and severally for all obligations of the Applicant.
 - (iv) the Hospital can be owned and possessed by any one Member of the Consortium;
 - (v) any one Member of the Consortium should be having a clear title over the land and it should be free from all encumbrances as also there should not be any legal proceeding pending in any Court of law in respect of the land or part thereof, if applicable.
 - (vi) include a provision that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Contractor; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release incentives solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of incentives among members of the Consortium; and
- (h) except as provided under this EOI and the Application Documents, there shall not be any amendment to the MOU without the prior written consent of the Authority.

(Note: Memorandum of understanding should be submitted along with the Application. The MOU entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Application shall be considered non-responsive.)

2.2.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project and the bar subsists as on the date of the Application, would not be eligible to submit the Application, either individually or as Member of a Consortium.

2.2.5 No change in the composition of the Consortium is allowed subsequent to the submission of

the Application during the Application Process.

2.3 Cost of Application

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

2.4 Location visit and verification of information

2.4.1 Applicants are encouraged to submit their respective Applications after visiting the Districts and ascertaining for themselves the conditions, location, surroundings, climate, emergency medical needs, healthcare infrastructure, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them.

2.4.2 It shall be deemed that by submitting an Application, the Applicants has:

- a) made a complete and careful examination of the Application Document;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Application Document or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Application, execution of the Project in accordance with the Application Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Application Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Draft Agreement; and
- f) 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 Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Application Documents including the EOI or the Application Process, including any error or mistake therein or in any information or data given by the Authority

2.5 Right to accept and to reject any or all Applications

- 2.5.1 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the EOI or the Application Documents and the Applicant shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.5.2 Notwithstanding anything contained in this EOI, the Authority reserves the right to accept or reject any Application and to annul the Application Process and reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Applications, it may, in its discretion, invite all eligible Applicants to submit fresh Applications hereunder.
- 2.5.3 The Authority reserves the right to reject any Application, at any time, a material misrepresentation is made or uncovered or the Applicant does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Application. Such misrepresentation/ improper response shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Application have been evaluated and selected gets disqualified / rejected, then the Authority reserves the right to:
- (a) to choose the Selected Applicant in accordance with Clause 3.3.2; or
 - (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Application Process.

B. DOCUMENTS

2.6 Contents of the EOI

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

Invitation for Applications

Section 1.	Introduction
Section 2.	Instructions to Applicants
Section 3.	Evaluation of Applications
Section 4.	Fraud and Corrupt Practices
Section 5.	Miscellaneous

Appendices

I Formats for Application

ANNEXURE A.	Letter comprising the Application
ANNEXURE B.	General Information of Applicant
ANNEXURE C.	Power of Attorney for Signing of Application
ANNEXURE D.	Power of Attorney for Lead Member of Consortium
ANNEXURE E.	Application Security Declaration
ANNEXURE F.	Memorandum of Understanding
ANNEXURE G.	Technical Capacity of Applicant
ANNEXURE H.	Financial Capacity of Applicant

II Key Terms and Application format for Mode A.

ANNEXURE A.	Key Terms for Mode A.
ANNEXURE B.	Application format for Mode A

III Key Terms and Application format for Mode B.

ANNEXURE A.	Key Terms for Mode B.
ANNEXURE B.	Application format for Mode B

IV Key Terms and Application format for Mode C.

ANNEXURE A.	Key Terms for Mode C.
ANNEXURE B.	Application format for Mode C

V Application Checklist

2.7 Clarifications

- 2.7.1 Applicants requiring any clarification on the Application Documents including the EOI may notify the Authority by e-mail in accordance with Clause 1.2.9. The Authority shall endeavor to respond to the queries within reasonable time. The responses without identifying the source of queries will be uploaded on the e-tendering portal of the Authority.
- 2.7.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.7.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Application Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.7.4 To facilitate evaluation of the Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Application and

shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 2.7.5 If an Applicant does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.8 Amendment of EOI

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

C. PREPARATION AND SUBMISSION OF APPLICATIONS

2.9 Format and Signing of Application

- 2.9.1 The Applicant shall provide all the information sought under this EOI shall be submitted in hard copy along with the Application to the address specified in Clause 2.1.3. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects.
- 2.9.2 The Applicants shall submit hard copy of the Application, along with all the Appendix, annexures thereto, shall be hard bound, all pages duly paginated and counter signed by the Authorised Signatory of the Applicant. In case of the Applicant being a Consortium, the Lead Member shall sign each page of the Application. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application

2.10 Sealing and Marking of Applications

- 2.10.1 The Applicant shall submit the Application in the formats duly sealed and signed.
- 2.10.2 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application

submitted.

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

2.11 Modifications/ Substitution/ Withdrawal of Applications

- 2.11.1 The Applicant may modify, substitute or withdraw its Application after submission of the Application. However, no Application shall be modified, substituted or withdrawn by the Applicant after the submission of the Application.

2.12 Rejection of Applications

- 2.12.1 If any Application received by the Authority is not submitted in accordance with this EOI, and/or not accompanied by the Application Security Declaration as specified in Clause 1.2.3, it may be summarily rejected.
- 2.12.2 Notwithstanding anything contained in this EOI, the Authority reserves the right to reject any Application and to annul Application Process and to reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Applications, it may, in its discretion, invite fresh Applications hereunder.
- 2.12.3 The Authority reserves the right not to proceed with the Application Process at any time, without notice or liability, and to reject any Application without assigning any reasons.

2.13 Confidentiality

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

2.14 Correspondence with the Applicant

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

3. EVALUATION OF APPLICATIONS

3.1 Opening and Evaluation of Applications

3.1.1 The Authority will examine and evaluate the Application in accordance with the provisions set out in this Section 3.

3.1.2 To facilitate evaluation of Application, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application.

3.2 Tests of responsiveness

3.2.1 As part of the evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the EOI. An Application shall be considered responsive only if:

- (a) it is received as per the prescribed format;
- (b) it is accompanied by the Application Security Declaration as specified in Clause 1.2.3;
- (c) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.6 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.1.6, as the case may be;
- (d) it does not contain any condition or qualification;
- (e) it is accompanied by the Memorandum of Understanding (for Consortium), specific to the Project, as stipulated in this EOI;
- (f) it is not non-responsive in terms hereof.

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

3.3 Selection of Applicant

3.3.1 The Sequential process for approval/rejection of the Application submitted by Applicant under this EOI as per the Policy.

1. Submission of application for any District by the Applicant in any Mode, that he may choose in its discretion.
2. The evaluation of the Application submitted shall be done by the Proposal Appraisal

Committee (PAC) chaired by Director General of Medical Education (DGME):

- (a) The PAC will comprise of the following:
 - a. Chairperson – DGME, Directorate of Medical Education & Training, Government of Uttar Pradesh
 - b. Member – Financial Advisor, Directorate of Medical Education & Training, Government of Uttar Pradesh
 - c. Member –Nominee, Department of Legal affairs, Government of Uttar Pradesh
 - d. Any other member as may be invited by the DGME
 - (b) The PAC will evaluate the application and if required can seek clarification/comments for any deficiency or shortfall from the Applicant on the Application.
 - (c) The Applicant shall respond to the clarification/comments sort by the PAC within one week from date of issuance of clarification.
3. The PAC may reject the application, if in PAC’s reasonable estimation the applicant does not meet any eligibility or has not responded satisfactorily to the clarification sought.
 4. The rejection by PAC shall be informed to Applicant within two weeks from the date of receipt of response to clarification sought. Such rejects shall also be presented to PPPBEC for approval.
 5. Once the PAC is satisfied with the application submitted by the Applicant along with the response to the clarification (if any), will submit the application to the PPP Bid Evaluation Committee (PPPBEC) for final approval or rejection for all the three Modes. The PPPBEC will comprise of the following members as defined under ‘**Guidelines for Selection of Consultants & Developers for PPP Projects Uttar Pradesh – 2016 (as amended from time to time)**’.
 - a. Chairperson – Principal Secretary/ Secretary, Medical Education [PS (ME), Government of Uttar Pradesh]
 - b. Member – Principal Secretary/Secretary, Finance Department
 - c. Member – Principal Secretary/Secretary, Law Department,
 - d. Member - Principal Secretary/Secretary, Planning Department
 - e. Member - Principal Secretary/Secretary, Infrastructure and Industrial
 - f. Convener – Secretary, Medical Education Department
 - g. The PPPBEC may co-opt representatives of one or more relevant Departments as may be deemed necessary.
 6. The Applicant shall be informed about the final approval/rejection by the PPPBEC of its application within two weeks from the date of receiving the evaluation report along with the application from PAC.

7. Post, selection of Applicant, an LOI shall be issued to the Selected Applicant and subsequently an Agreement shall be signed between the Selected Applicant and the Authority covering the provisions of this policy and EOI.

3.3.2 For the purposes of this EOI, the Applicants, for each of the District, shall be selected basis the Application submitted by the interested Applicants. However in case, two or more Applicant's express interest for a specific District for implementation under the same Mode, then limited tender process shall be undertaken wherein each Applicant shall be required to submit in a closed envelope, the discount on the per seat assistance that it offers the Government against the amount specified in the respective Incentive sections, as applicable. The Applicant offering higher discount as a percentage shall be chosen for disbursement of the Support.

3.3.3 If sole interest is received for any of districts under Mode A/ B/ C, then the PPPBEC may submit the received proposal with its recommendations after due consideration of the proposal to Government of Uttar Pradesh for approval of the competent authority as per the extant policy on single tender defined under '**Guidelines for Selection of Consultants & Developers for PPP Projects Uttar Pradesh – 2016 (as amended from time to time)**'.

3.3.5 Notwithstanding anything contained in this EOI, the Authority reserves the right to award more than one District to one Applicant, in the event there are insufficient numbers of Applicants or in consideration of public interest and welfare of the state.

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

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

3.4 Contacts during Application Evaluation

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Application Process and subsequent to the issue of the LOI and during the subsistence of the Draft Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Draft Agreement, the Authority shall reject a Application, withdraw the LOI, or terminate the Draft Agreement as the case may be, without being liable in any manner whatsoever to the Applicants, as the case may be, if it determines that the Applicants, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Application Process. In such an event, the Authority shall disqualify the Applicant, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Draft Agreement, if a Applicants, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Application Process, or after the issue of the LOI or the execution of the Draft Agreement, such Applicants shall not be eligible to participate in any tender or EOI issued by the Authority during a period of 2 (two) years from the date such Applicants, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Application Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Application Process or the LOI or has dealt with matters concerning the Draft Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Application Process);
 - b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Application Process;

- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Application Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Application Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Application Process.

5 MISCELLANEOUS

- 5.1 The Application Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow, Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Application Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the Application Process and/or amend and/or supplement the Application Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Applicant; 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 Applicant.
- 5.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX – I:
FORMATS FOR APPLICATION**

**ANNEXURE A
LETTER COMPRISING THE APPLICATION**

Dated:

To

Director General, Medical Education,
Directorate of Medical Education, Uttar Pradesh
Jawahar Bhawan, 6th Floor, Ashok Marg, Lucknow, Uttar Pradesh 226001

Sub: Application for Provisioning of Project for Select Districts

Dear Sir,

1. With reference to your EOI document dated *****, I/we, having examined the Application Documents and understood their contents, hereby submit my/our Application for the Project. The Application is unconditional and unqualified.
2. All information provided in the Application and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as an Applicant for the development of Medical College & Hospital infrastructure in the sixteen unserved districts in Uttar Pradesh.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Application.
5. 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.
6. We certify that in the last 3 (three) years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Application Documents, including any Addendum issued by the Authority;
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.10 of the EOI;

- 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 Clause 4.3 of the EOI, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the EOI, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Application Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Application for the Project, without incurring any liability to the Applicants, in accordance with the terms of the EOI.
9. I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting the Application for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/ We further certify that no Directors / President / Chairperson / Trustee of (*Please mention the exact nature of the entity such as Company / Society / Trust / LLP / Partnership/ Sole Proprietorship or any other body corporate formed under an act of Parliament or State / UT Legislature of India etc.*) have/has been criminally indicted or convicted of any offence / criminal case(s).
13. I/ We undertake that in case due to any change in facts or circumstances during the Application Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. We acknowledge that our Consortium is qualified on the basis of Technical Capacity and Financial Capacity of its Lead Member and Consortium Member.
15. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the EOI, I/We shall inform the

Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Draft Agreement for the Project, it would, notwithstanding anything to the contrary contained in the Draft Agreement, be deemed a breach thereof, and the Draft Agreement shall be liable to be terminated without the Authority/Authority being liable to us in any manner whatsoever.

16. I/ We understand that the Selected Applicant shall be an existing {Company/ Trust/ Society} incorporated under relevant laws of India or from outside India under equivalent law and shall incorporate a company under the Companies Act prior to execution of the Draft Agreement.
17. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Application Process itself, in respect of the Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Applicant for any of the District, I/we agree to enter into a Draft Agreement in accordance with the draft that will be provided by the Authority. We agree not to seek any changes in the aforesaid draft and agree to be bound by the same.
- 18A. I/We have read the clause regarding restrictions on procurement from an Applicant of a country which shares a land border with India and on sub-contracting to contractors from such countries under the proviso to Clause 2.2.1(b) of the EOI; I/We certify that this Applicant is not from such a country or, if from such a country, has been registered with the Competent Authority as provided in Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division and will not sub-contract any work to a contractor from such countries unless such contractor is registered with such Competent Authority. I/We hereby certify that this Applicant fulfils all requirements in this regard as mentioned in the aforesaid Order and is eligible to be considered.¹
19. I/We have studied all the Application Documents carefully and also surveyed the Districts. I/ We understand that except to the extent as expressly set forth in the Draft Agreement, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
20. I/We offer an Application Security Declaration for the Project to the Authority in accordance with the EOI.
21. I/We agree and understand that the Application is subject to the provisions of the Application

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

Documents. In no case, I/We shall have any claim or right of whatsoever nature if the one or more District in the Project / Draft Agreement is not awarded to me/us or our Application is not opened.

22. I/We agree and undertake all the terms and conditions of the EOI.
25. We agree and undertake to be jointly and severally liable for all the obligations under the Draft Agreement till the Term of the Project in accordance with the Draft Agreement.

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

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Applicant/Lead Member

ANNEXURE B
GENERAL INFORMATION OF APPLICANT

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:

2. Brief description of the {Company/Trust/ Society/University/autonomous body for medical education} including details of its main lines of business and proposed role and responsibilities in the Project(s):

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Memorandum of Understanding, as envisaged in Clause 2.2.3(f) should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role* {Refer Clause 2.2.3(f)} [†]	Percentage of contribution in Capital investment for the Project
1			
2			
3			

* The role of each Member, as may be determined by the Applicant, should be indicated.

(d) The following information shall also be provided for **each Member** of the Consortium:

6. Name of Single Entity Applicant/ Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Applicant/constituent of the Consortium been barred by the {Central/State} Authority, or any entity controlled by it, from participating in any project?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Deleted		

6. A statement by the **Applicant and each of the Members** of its Consortium (where applicable) disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

[†] All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant

ANNEXURE C
POWER OF ATTORNEY FOR SIGNING OF APPLICATION
(Refer Clause 2.1.6)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 to provide facility/Incentives "For development of Medical College & Hospital infrastructure in the sixteen unserved districts State of Uttar Pradesh ("Project") proposed or being developed by the Director General Medical Education, Directorate of Medical Education and Training, Uttar Pradesh (the "Authority") including but not limited to signing and submission of all applications, Applications and other documents and writings, participate in Applicants' meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Draft Agreements and undertakings consequent to acceptance of our Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the Project and/or upon award thereof to us and/or till the entering into of the Draft Agreement with the Authority or any entity representing the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**.

For
.....

(Signature)

Witnesses:
(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted
.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

ANNEXURE D
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(Refer Clause 2.1.6)

Whereas the Director General, Medical Education, Directorate of Medical Education and Training, Uttar Pradesh (“the Authority”) has invited Applications for the to provide facility/Incentives “For development of Medical College & Hospital infrastructure in the sixteen unserved districts State of Uttar Pradesh (the “Project”).

Whereas, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in Application for the Project(s) in accordance with the terms and conditions of the EOI and other connected documents in respect of the Project(s), and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Application for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Application process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Application for the Project, including but not limited to signing and submission of all applications, Applications and other documents and writings, participate in Applicants’ meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Application of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Authority Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Application for the Project and/ or upon award thereof till the Draft Agreement is entered into with the Authority.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For _____

(signature)
(Name & Title)

For _____

(signature)
(Name & Title)

For _____

(Name & Title)

(Executants)
(To be executed by all the Members of the Consortium)

Witnesses:

[Notarised]

- 1.
- 2.

Notes:

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

ANNEXURE E
FORMAT FOR APPLICATION SECURITY DECLARATION

(Refer Clauses 1.2.3)

(To be executed on Letter head of the Applicant)

Dated: _____

To

Director General, Medical Education,

Directorate of Medical Education, Uttar Pradesh

Jawahar Bhawan, 6th Floor, Ashok Marg, Lucknow, Uttar Pradesh 226001

Ref: EOI document No. _____ dated _____

I/We, the undersigned, declare that:

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

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

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

I/We, agree and undertake that, in case, of violation of Policy in any manner including by way of non-utilization of the incentives as per the Policy, the Authority may decide to revoke the unutilised Support and terminate the arrangement in respect of District Hospital or the allotted land for setting up Medical college, as the case may be. In such case, the I/We shall be liable to refund all incentives provided by the Authority till date of termination, along with interest thereon at the rate of SBI MCLR for the relevant period from date of disbursement/utilisation till date of termination.

I/We understand this Application Securing Declaration shall cease to be valid if I am/we are not the successful Applicant, upon the earlier of (i) the receipt of your notification of the name of the successful Applicant.

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

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

[insert: legal capacity of person signing the Application Security Declaration]

Duly authorized to sign the Application for and on behalf of: [insert: name of Applicant]

Dated on _____ day of _____, 2021

[add Corporate Seal (where appropriate)]

ANNEXURE F
MEMORANDUM OF UNDERSTANDING
(Refer Clause 2.2.3 (f))
(To be executed on Stamp paper of appropriate value)

THIS MEMORANDUM OF UNDERSTANDING is entered into on this the day of 20...

AMONGST

1. {....., a company/society/trust/ partnership/sole proprietorship incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company/society/trust/ partnership/sole proprietorship incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., a company/society/trust/partnership/sole proprietorship incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)³.

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

(A) **Director General Medical Education, Directorate of Medical Education and Training, Uttar Pradesh** (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Applications (the “**Applications**”) by its Expression of Interest No. dated(the “**EOI**”) for selection of Applicants for “to provide facility/Incentives “For development of Medical College & Hospital infrastructure in the sixteen unserved districts State of Uttar Pradesh” (the “**Project**”) through public private partnership.

(B) The Parties are interested in jointly Applying for the Project as members of a Consortium and in accordance with the terms and conditions of the EOI and other Application Documents in respect of the Project, and

³ A consortium can have a maximum of 3 members

- (C) It is a necessary condition under the EOI that the members of the Consortium shall enter into a Memorandum of Understanding and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EOI.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Application Process for the Project.

2.2 The Parties hereby undertake to participate in the Application Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Applicant and awarded the Project, it will execute the Project through the Lead Member with other members as confirming party(s) for entering into a Draft Agreement with the Authority and for performing all its obligations as per the terms of the Draft Agreement for the Project.

4. Role of the Parties

The Parties hereby undertakes that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Application Process and the Lead Member executing the Project on behalf of Consortium Members shall become effective from the date of signing the Agreement.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project(s) through the Term of Draft Agreement, as per the terms of the EOI and the Draft Agreement.

6. Contribution in the Capital Investment proposed for the Project

6.1 The Parties agree that their contribution to the required capital investment shall be in the following proportion:

First Party:

Second Party:

Third Party:

7. Lock in Period

That the Consortium Lead Member and Consortium Members cannot exit the Consortium for the period of ten years from the date of signing this MOU (the “Lock in Period”). In the event, any member of the Consortium exits before the expiry of ten years then such member(s) shall be liable to make payment of a sum equivalent to four times of the equity held by it under the Clause 6 of this MOU. It shall be open for any member of the Consortium to exit Consortium after expiry of ten years, however, the exiting member of the Consortium will have to be replaced by some other organization (s) bringing in the equivalent equity held by the exiting member and fulfilling the other conditions provided under the Regulations;

8. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) That the Medical College and Hospital should be on one single plot of land. In case, the Medical College and Hospital are on two pieces of land, then the requirement prescribed under the Regulation regarding land for the Medical College and Hospital should be met by the Consortium.
- (c) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or Authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, contract, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable

to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (d) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (e) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the term of the Project is achieved under and in accordance with the Draft Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Application Security Declaration by the Authority to the Applicant, as the case may be.

10. Miscellaneous

- 10.1 This Memorandum of understanding shall be governed by laws of India.
- 10.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)

(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART
(Signature)

(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the MOU 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.*
2. *Each MOU should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*

ANNEXURE G
TECHNICAL CAPACITY OF APPLICANT
(Refer to Clause 2.2.2 I (a) of the EOI)

Table 1:

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

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

MANDATORY to provide the below supporting documents:

- (a) Self-certified copy of Certificate(s) of registration/incorporation of the Applicant and in case of Consortium, Certified copy of Certificate(s) of registration/incorporation of Lead Member and each Member of the Consortium; and
- (b) Certificate(s) from Statutory Auditors of the Applicant or its Associates or the concerned client(s) demonstrating the experience of operating at least 150 bedded hospital or a medical college, as the case may be, during the past 3 (three) financial years preceding the submission date of the Application.

Note: Attach extra sheet for above, if required.

Signature..... Name

ANNEXURE H
FINANCIAL CAPACITY OF APPLICANT
(to be certified by the statutory auditor)

(Refer to Clause 2.2.2 I (b) of the EOI)

I.

(In Rs. Crore)

Applicant type	Net worth Immediately Preceding the Application Due Dare
Single entity Applicant / Lead Member of the Consortium	
{Consortium Member 2}	
{Consortium Member 3}	
Net Worth Single entity/ Consortium	

Signature of Statutory Auditor/Chartered Accountant

Name of Authorized Signatory Statutory Auditor/ Chartered Accountant

Membership Number and Company Seal:

Name of Company

APPENDIX-II
Key Terms and Application Format for Mode A
ANNEXURE (A)
Key Terms for Mode- A
Mode A (Private Hospital and Private land)

Key Role of Parties

- i. PSE shall own an operational Hospital to be eligible under this mode. PSE would also be required to undertake any augmentation of infrastructure and manpower and meet minimum occupancy requirements in accordance with regulatory requirements including NMC Guidelines related to minimum hospital capacity for commencing medical college operation.
- ii. The PSE shall also own the required land for developing the medical college
- iii. Under this Mode of development, the PSE shall be eligible for such fiscal and/or non-fiscal incentives as are set forth in section 2.3 of this Scheme.
- iv. Government upon application submitted by PSE as per Appendix 3 decide to grant the fiscal / non-fiscal in accordance with section 2.3 of this Scheme
- v. PSE shall ensure to augment and equip its existing hospital as per NMC guideline, increase additional capacity of beds and set up Medical College at its own cost within two years of the final approval from the Government, in case of failure or delay Authority may rollback the entire or part of fiscal and non-fiscal incentives under this Scheme in its sole discretion.

Fiscal and Non-Fiscal Incentives

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

Patient Fee

The PSE shall be entitled to charge at market rates for Outpatient and Inpatient services (including day services and any other services) directly from the patients subject to regulatory and policy provisions including those under NMC Act.

ANNEXURE (B)

Application Format for Mode A

(Format of Application: For development of Medical College in State of Uttar Pradesh) – [to be read with Clause 2.2.2.(II)]

To,

Director General, Medical Education,

Directorate of Medical Education, Uttar Pradesh

Jawahar Bhawan, 6th Floor, Ashok Marg, Lucknow, Uttar Pradesh 226001

Subject: To provide facility/Incentives “For development of Medical College in State of Uttar Pradesh for unserved districts”.

Details of the Project for availing benefits under for development of Medical College in State of Uttar Pradesh for unserved districts are as follows: -

District Name:

Name of Applicant:

1. Name of Hospital:

Name of the Hospital	No. of Beds	Address	Year of Establishment/Operation

2. Areas:

Name of the Hospital	Plot Area (sq m)	Building Footprint (sq m)	Built-up Area (sq m)	FAR (if applicable)	Area of each floor	Attached Building Plan (Yes/No)
					Gr-1 st 2 nd 3 rd 4 th	

Site detail for Medical College	Plot Area (sq m)	Building Footprint (sq m)	Built-up Area (sq m)	FAR (if applicable)	Area of each floor	Attached Building Plan (Yes/No)	Proximity to Existing Hospital (distance)
					Gr-1 st 2 nd 3 rd 4 th		

4. Name of Departments

S.No.	Name of Departments
1.	
2.	
3.	

5. Human Resource

Details of Clinical and Non-Clinical Staff:

S.No.	Clinical Staff	Number
1.	Doctors	
2.	Nurse	
3.	Para-medical	
4.	Technical Staff	

S.No.	Non- Clinical Staff	Number
1.	Administrative Staff	
2.	Support staff	
3.	Others (please mention)	

6. Detailed plan for establishment of the Medical College with timelines.
7. Details of work done related to philanthropic/CSR activities by Applicant till date

Date:

Place:

Signature of Applicant/Authorised Person

Name: _____

Designation: _____

Seal

APPENDIX-III
Key Terms and Application Format for Mode B
ANNEXURE (A)
Key Terms for Mode- B
(Private Hospital with Government Providing Land for Medical College
Infrastructure)

Key Role of Parties

- I. PSE shall own an operational Hospital to be eligible under this Mode. PSE would also be required to undertake any augmentation of infrastructure and manpower and meet minimum occupancy requirements in accordance with regulatory requirements including NMC Guidelines related to minimum hospital capacity for commencing medical college operation.
- II. Under this Mode of development, the PSE shall be eligible for such fiscal and/or non-fiscal incentives as are set forth in section 3.3 of this Scheme.
- III. Subject to the lease conditions and other applicable norms, the PSE shall be entitled to run and operate the hospital and medical college set up by it as per its commercial wisdom and good industry practices.
- IV. The Government would grant a lease of the land for a period of 33 years extendable for another 33 years automatically against an annual lease rental of INR 01 (one). The extension shall be automatic, provided the medical college and hospital has an approval from NMC to undertake the continued operations of the medical college as on the date of the application to DGME and the DGME confirms such extension in the manner set out hereafter. The PSE shall submit an application to DGME not later than the anniversary of the 30th year of lease to the DGME. DGME shall confirm the extension of lease within 90 days. In the event that DGME has any concern regarding the automatic renewal, it shall respond to the letter within 90 days of receiving the Application asking the PSE to cure the defect identified by DGME within 90 days from the receipt of the Application. Upon receiving confirm of cure, DGME shall convey its concurrence or otherwise to the extension. The Stamp Duty on the lease shall be exempted at the time of renewal.
- V. Hand back the leased land along with the infrastructure created on the land at the end of the term, either by efflux of time or early termination. For avoidance of doubt, it is clarified that the hospital owned by PSE shall not be handed back.
- VI. The Government shall while making available land for Medical college comply with distance or travel time norms with regard to two plots.
- VII. Government to construct hospital so as to seamlessly use the medical college that is handed back by PSE at the end of the term of contractual arrangement.
- VIII. The PSE shall comply with NMC norms to provide subsidized treatment in teaching beds and empanel itself under Ayushman Bharat Scheme
- IX. PSE shall ensure to augment and equip its existing hospital as per NMC guidelines, additional capacity of beds and Medical College at its own cost within two years of the final approval from the Government, in case of failure or delay Authority may rollback the entire or part of fiscal and non-fiscal incentives under this Scheme in its sole discretion.

Fiscal and Non-Fiscal Incentives

The PSE shall be eligible for the fiscal/non-fiscal support as enumerated in the Policy:

Patient Fee

The PSE shall be entitled to charge at market rates for Outpatient and Inpatient services (including day services and any other services) directly from the patients subject to regulatory and policy provisions under NMC Act.

ANNEXURE (B)

Application Format for Mode B

(Format of Application: For development of Medical College in State of Uttar Pradesh) - [to be read with Clause 2.2.2.(II)]

To,

Director General, Medical Education,
Directorate of Medical Education, Uttar Pradesh
Jawahar Bhawan, 6th Floor, Ashok Marg, Lucknow, Uttar Pradesh 226001

Subject: To provide facility/Incentives “For development of Medical College in State of Uttar Pradesh for unserved districts”.

Details of the Project for availing benefits under for development of Medical College in State of Uttar Pradesh for unserved districts are as follows: -

District Name:

Name of Applicant:

3. Name of Hospital:

Name of the Hospital	No. of Beds	Address	Year of Establishment/Operation

4. Areas:

Name of the Hospital	Plot Area (sq m)	Building Footprint (sq m)	Built-up Area (sq m)	FAR (if applicable)	Area of each floor	Attached Building Plan (Yes/No)
					Gr- 1 st 2 nd 3 rd 4 th	

8. Name of Departments

S.No.	Name of Departments
4.	
5.	
6.	

9. Human Resource

Details of Clinical and Non-Clinical Staff:

S.No.	Clinical Staff	Number
5.	Doctors	
6.	Nurse	
7.	Para-medical	
8.	Technical Staff	

S.No.	Non- Clinical Staff	Number
-------	---------------------	--------

4.	Administrative Staff	
5.	Support staff	
6.	Others (please mention)	

10. Detailed plan for establishment of the Medical College with timelines.

11. Details of work done related to philanthropic/CSR activities by Applicant till date

Date:

Place:

Signature of Applicant/Authorised Person

Name: _____

Designation: _____

Seal

APPENDIX-IV
Key Terms and Application Format for Mode C
ANNEXURE (A)
Key Terms for Mode- C

Mode C (Leverage District Hospital with Private Sector Land)

Key Roles of Parties

- A. The Government would enter into a contractual arrangement (“Agreement”) whereby lease of relevant District Hospital facilities would be provided to Applicant for a minimum period of 33 years. The lease consideration shall be INR 1 (One) per year. The Agreement shall contain and stipulate such other conditions that PSE is required to abide by, which shall inter alia include the requirement of making available dedicated built up area in the Hospital to Director General Health Services (“DGHS”) for discharging administrative functions including but not limited to technical and administrative support for primary health care and various disease control programs. For this purpose, the DGME would consult and coordinate with DGHS and handover appropriate built up area not later than 180 days from the date of commencement of the Agreement.
- B. PSE shall augment the capacity of the existing hospital and construct the medical college infrastructure in accordance with the standards prescribed by the NMC from time to time.
- C. The Government shall also withdraw existing personnel (other than those funded through National Health Mission) from the hospital in a phased manner over 2 (two) years in a manner prescribed in this clause.
 - a. At the end of first year, 50% of the personnel shall be withdrawn (except for contractual staff funded under National Health Mission) while at the end of second year all the personnel shall be withdrawn by the Government. Private sector shall bring in their own personnel to operate the medical college & hospital.
 - b. Contractual staff (other than those funded through National Health Mission) shall be given the option to novate their contracts in favour of PSE. In the event that the contractual staff decides to continue their contract with the Government only, such staff shall be allocated (on contract) to provide services in other district hospitals of the state, taking into consideration the respective hospital’s requirements.
 - c. Staff, who are regular employees of the Government, shall be transferred to other district hospitals as per the human resource requirements of those hospitals.
 - d. The Government shall also provide services of the contractual staff funded through National Health Mission in the hospital (leased to PSE) as per the existing contractual arrangements between the Government and the staff. Administratively, these staff shall work with the PSE on day-to-day basis. Any issues related disciplinary action shall be informed to DGME by PSE who in turn shall inform DGHS for appropriate actions.

- e. In the event that the existing contracts (referred in 4.2 (C) (d) above) get over by efflux of time or National Health Mission discontinues providing such services as the hospital has been leased out for medical college purposes, there shall be no additional obligation for the Government to provide any staff during the term of the Agreement.
- D. Under this Mode of development, the PSE shall be eligible for such fiscal and/or non-fiscal incentives as are set forth in Section 4.3 of this Scheme.
 - E. The PSE shall make available at least 500 (five hundred) square metre constructed area (including finishes, electrical work, water connecting, plumbing, sanitation, and civil work etc.) in the District Hospital to DGHS for discharging administrative functions including but not limited to technical and administrative support for primary health care and various disease control programs to be performed by the Government human resources. The Government shall be responsible for the furnishing cost and operational cost for maintaining the 500 sqm designated area.
 - F. PSE shall hand back the functional District Hospital to the Government at the end of the term, either by efflux of time or early termination on as is where is basis.
 - G. PSE shall ensure to augment and equip the District Hospital, additional capacity of beds (save an except stated otherwise elsewhere in this chapter) and Medical College at its own cost within 3 (three) years of the final approval from the Government, and in case of failure or delay, Authority may rollback the entire or part of fiscal and non-fiscal incentives under this Scheme in its sole discretion.

Fiscal and Non-Fiscal Incentives

The PSE shall be eligible for the fiscal/non-fiscal support as enumerated in the Policy:

Patient Fee

- A. Up to the capacity handed over to the private partner and 20% (twenty percentage) of all the remaining beds above the said capacity, PSE shall provide Inpatient services free of cost (“Free Patients”) available at District Hospital and Medical College; however for patients covered under health insurance schemes (including but not limited to Prime Minister Jan Arogya Yojana (PM-JAY) and state health insurance scheme and any other patient as identified by the Department of Health from time to time) the PSE may charge as per the provisions of the relevant insurance scheme. For this purpose, the hospital shall empanel itself under the insurance scheme(s) in force in the state.
- B. PSE shall operate the additional capacity created in the hospital as per its commercial wisdom
- C. The PSE shall provide Outpatient Consultation available in District Hospital and Medical College free of cost to the patients and Government of Uttar Pradesh shall reimburse the same as indicated in Section 4.3(1). Registration fee shall be as charged in the district

hospitals elsewhere in the state. For the OPD diagnostic services mentioned in Appendix 7 (expected to be available in District Hospital as per IPHS standards), the PSE shall provide free of cost services to the patients. In this regard the Government shall reimburse INR 100 per OPD patient towards consultation and diagnostics (as mentioned in Appendix 7) as mentioned in section 4.3 above.

- D. Existing National Health Programs (such as Dialysis, CT Scan, MRI, Radiology) operating out of the hospital shall continue to be provided to the beneficiaries as per the respective contractual arrangements and extant regulations under the national health programs. This may include services mentioned in Appendix 7. In the event that any of the diagnostic services mentioned in Appendix 7 are being covered under existing National Health Programs, the PSE shall not be obliged to provide such services till such programs are functional in the medical college & hospital. Upon closure of such programs due to completion of national health programs contract by efflux of time or otherwise, the PSE shall provide such services to the patients (identified in Appendix 7) without any cost to the patient. For avoidance of doubt, it is clarified that the per patient reimbursement to PSE shall not be altered due to any changes in the obligations described under this section.

Save and except any diagnostic services mentioned in Appendix 7, post expiry of the existing contract and / or fiscal support not being extended by Centre or State Government, the PSE may decide to continue or otherwise to provide these services as per the regulatory requirements. In the event that no national health programs is being implemented and / or no fiscal support extended by Centre or State Government, the PSE shall be allowed to charge for these diagnostics services (save and except those diagnostic services mentioned in Appendix 7) at applicable rate (as amended from time to time) of King George Medical University, Lucknow for the respective services.

For avoidance of doubt it is clarified that the PSE shall not charge any fee from the beneficiaries / patients for the diagnostic services under national health programs for which the fiscal support is being extended under Centre / State Government scheme

Patients covered under health insurance schemes (including but not limited to Prime Minister Jan Arogya Yojana (PM-JAY) and state health insurance scheme and any other patient as identified by the Department of Health from time to time) shall continue to receive services as per the eligibility and payment mechanism under the Prime Minister Jan Arogya Yojana (PM-JAY) and state health insurance scheme.

- E. The Government shall provide drugs which are listed under national list of essential medicines, free of cost to the Patients covered under health insurance schemes (including but not limited to Prime Minister Jan Arogya Yojana (PM-JAY) and state health insurance scheme and any other patient as identified by the Department of Health from time to time) in the outpatient care case. For this purpose, the Government may utilize part of the space provided to DGHS to open a Government Pharmacy. For other medicines, the patients shall be required to buy from the market.

ANNEXURE (B)

Application Format for Mode C

(Format of Application: For development of Medical College in State of Uttar Pradesh for unserved districts) - [to be read with Clause 2.2.2.(II)]

To,

Director General, Medical Education,
Directorate of Medical Education, Uttar Pradesh
Jawahar Bhawan, 6th Floor, Ashok Marg, Lucknow, Uttar Pradesh 226001

Subject: To provide facility/Incentives **“For development of Medical College in State of Uttar Pradesh for unserved districts”**.

Details of the Project for availing benefits under for development of Medical College in State of Uttar Pradesh for unserved districts are as follows:

1. Name of Applicant :
:

2. Name of the Project and Place. :
(Name of the District Hospital)

3. Proposed land area for Medical College, give details. :

4. Is it vacant land or any existing built up-area on the proposed land area, give details. :

5. Will you utilise the existing built-up area to meet the minimum standard required for establishment of Medical College? If yes, demonstrate with required details as per the regulation. :

6. Distance of the proposed Land Area for Medical College from the District Hospital :

7. Ownership/Lease over the proposed Land Area for Medical College, give details. :

8. Encumbrances or litigation over the title/ownership of the proposed Land Area for Medical College. If any, please give details. :

9. Detailed plan for establishment of the Medical College with timelines :

10. Details of work done related to philanthropic/CSR activities by Applicant till date

Date:

Place:

Signature of Applicant/Authorised Person

Name: _____

Designation: _____

Seal

**APPENDIX-V
APPLICATION CHECKLIST**

S. No	Item	Page No. of Application Submission	Whether Submitted/ Not Submitted	Checked by Authority
1	Letter comprising the Application (Appendix – I - ANNEXURE A);			
2	General Information of Applicant (Appendix – I -ANNEXURE B)			
3	Power of Attorney for signing of Application in the prescribed format (Appendix – I - ANNEXURE C);			
4	If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – I - ANNEXURE D);			
5	Application Security Declaration in the prescribed format (Appendix – I - ANNEXURE E);			
6	Memorandum of Understanding (in case of Consortium) (Appendix – I - ANNEXURE F);			
7	Technical Capacity of the Applicant (Appendix – I -ANNEXURE G);			
8	Financial Capacity of the Applicant (Appendix – I - ANNEXURE H);			
9	Application format for Mode A (Appendix II-Annexure (B) / Mode B (Appendix III-Annexure (B) / Mode C (Appendix IV-Annexure (B)			
10	Application Checklist (Appendix-VI)			

APPENDIX VI⁴
DETAILS OF EXISTING DISTRICT HOSPITALS

S. N	District Name	No. of beds in Hospital	Existing Area
1	Bagpat	268 (Currently 30 beds are non-functional because of lack of HR)	13 Acre
2	Ballia	400 beds (Male hospital (236 beds) + DWH (64 beds) + MCH (100 beds))	7.75 Acre
3	Bhadohi	There are three hospitals: 1. Maharaja Balwant Singh Government Hospital: 100 beds 2. Maharaja Chet Singh District Hospital: 100 beds 3. DCH Sarpataha: Construction on hold since 2013 Balwant Singh & Chet Singh Hospital are 13 km apart	1. Balwant Singh: 2.75 Acre 2. Maharaja Chet Singh: 3 Acre
4	Chitrakoot	<ul style="list-style-type: none"> • Combined hospital: 100 bedded • MCH wing: 200 bedded (COVID-19 facility since 2019) Both the hospitals are 10 km apart	Combined hospital: 5 Acre
5	Hamirpur	125 beds (of this, 8 ICU beds are under preparation as on Aug 2021)	3.18 Acre
6	Hathras	134 beds	9.33 Acre
7	Kasganj	50 beds (Additional 50 beds approval in process)	11.38 Acre
8	Maharajganj	200 beds	8 Acre
9	Mahoba	164 beds (Male- 100 beds; female- 64 beds) Male & female hospital are 200m apart	4.38 Acre- Male Hospital 0.64 Acre- Female Hospital
10	Mainpuri	200 beds	9.51 Acre
11	Mau	210 beds (Male Hospital (110 beds) + Women Hospital (100 beds) Both the hospitals are 4 km apart	25 Acre- Male Hospital:
12	Rampur	338 beds	15 Acre
13	Sambhal	100 beds	2.19 Acre
14	Sant Kabeer Nagar	248 beds (237 Operational Beds as 1 ward is being used as a vaccination center)	8 Acre
15	Shamli	100 beds	6.45 Acre
16	Shravasti	100 beds	1.58 Acre

⁴ The details included in the Appendix are tentative and may be revised. Applicants are advised to visit the hospitals prior to submitting proposals.