



No. NBC/Med/EOI/01 /2014

Date: 15/09/2014

To

M/s.

Sub: Expression of Interest (EOI) for Empanelment of Hospital under Category A – Multispeciality Hospitals for rendering medical services to NALCO employees and their dependants.

Dear Sir,

We are enclosing herewith the Expression of Interest (EOI) documents inviting application from your esteemed organisation for empanelment, satisfying criteria as given under Clause 3 of the EOI.

SUBMISSION OF EOI:

Interested Hospitals are requested to submit their application in a format as outlined below in order to achieve the objectives of maintaining uniform application structure for all the firms:

- **CHAPTER-I:** Covering letter of submission of the application
- **CHAPTER-II:** Organisation profile.
- **CHAPTER-III :** Detail of Infrastructure facilities like bed strength, set up facilities, diagnostic facilities etc. (Documentary evidence from concerned Govt./Other authorities to be submitted)
- **CHAPTER- IV:** Treatment rendered indicating full time specialists and visiting specialists etc.

The EOI/Application addressed to **DGM(MS), Medical Service Department** should be submitted in the manner mentioned above at **Medical Service Department, National Aluminium Co. Ltd., “NALCO Bhawan”, P/1, Nayapalli, Bhubaneswar–751061** either physically or through Post or Courier **on or before 15/10/2014 up to 12:00 Noon** alongwith application fees of Rs.2000/- (non-refundable) by way of demand draft in favour of National Aluminium Co. Ltd., payable at Bhubaneswar. Applications sent through Telex, CD or E mail will not be accepted. NALCO takes no responsibility for delay, loss or non-receipt of applications sent by post or courier. Applications which are submitted/reaching after due date and time will not be accepted. The applications/offers shall be opened on the same day i.e. 15/10/2014) at 16:00 hrs in presence of available representative of the bidders.

You are requested to contact at the following address for any clarification on the subject tender/EOI:

**Dy. General Manager(Medical Services),
Medical Service Deptt.,
National Aluminium Company Ltd.,
“Nalco Bhawan”, P-1 Nayapalli,
Bhubaneswar- 751 061
Fax: 0674-2301605
E mail: Isatpathy@nalcoindia.co.in**

Thanking You,

Yours faithfully,
For National Aluminium Co. Ltd.

(Dr.L.Satpathy)
Dy.General Manager(Medical Services)

Encl: 1. EOI documents



EXPRESSION OF INTEREST

FOR

**EMPANELMENT OF HOSPITAL UNDER CATEGORY A – MULTISPECIALITY
HOSPITALS**

BID REFERENCE: NBC/Med/EOI/01

DATE: 15/09/2014

Issued by

National Aluminium Company Ltd.,

(A Government of India Enterprise)

“NALCO BHAWAN”, P-1, NAYAPALLI,

BHUBANESWAR-751061(ODISHA)

DISCLAIMER

This Expression of Interest (EOI) is issued by National Aluminium Company Limited (NALCO), a public sector enterprise of the Government of India

This EOI is meant only for those firms, which intend to submit their credentials in line with the terms and conditions set forth in the EOI documents. Whilst the information in this EOI has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NALCO, nor any of its officers or employees, nor any of their advisors and consultants accepts any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed empanelment of hospitals or makes any representation or warranty, express or implied, with respect to the information contained in this EOI or on which this EOI is based or with respect to any written or oral information made or to be made available to any of the recipient or their professional advisor and so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned and liability therefore is hereby expressly disclaimed.

The information contained in this EOI is selective. It does not and does not purport to contain all the information that a proposed bidder may require. Neither NALCO nor any of its officers, employees nor any of its advisors nor consultants undertake to provide any proposed bidder with access to any additional information or to update the information in this EOI or to correct any inaccuracies therein which may become apparent. Each interested bidder must conduct its own analysis of the information contained in this EOI or to correct any inaccuracies therein that may this EOI contain and is advised to carryout its own investigation into the proposed empanelment for advisory services for hospital empanelment.

1. NATIONAL ALUMINIUM COMPANY LIMITED : AN INTRODUCTION :

- 1.1. We, National Aluminum Company Limited (NALCO) are the largest integrated bauxite-alumina-aluminium complex in Asia. Incorporated in 1981 as a Public Sector Company under Ministry of mines, we are consistently making profit since inception. We have captive bauxite mines, alumina refinery, aluminium smelter and captive power plant, all in the state of Odisha and port facilities at Vishakhapatnam.
- 1.2. After two phases of expansion, the capacities of different production units are- Bauxite Mines: 6.3 MTPA, Alumina Refinery: 2.1 MTPA, Aluminium Smelter: 0.46 MTPA and Captive Power Plant 1200 MW. The total investment of over US\$ 3.5 Billion has been financed mostly from our internal resources. As of date, we are debt-free.
- 1.3. We are ₹ 95 billion company listed in BSE and NSE since 1991. In spite of global recession, particularly in aluminum sector, the Company has been performing consistently well. Our financial performance has been quite impressive. The average annual turnover for the last 5-years i.e. for the period 2009-13 was more than ₹62 billion with average annual profit (PAT) more than ₹ 9 billion. The present networth of the company is above ₹ 119 billion.
- 1.4. The products of our company are registered with London Metal Exchange. The Company has won Capexil awards for excellence in export continuously for 19 times. As a responsible corporate citizen, we have been conscious about environmental and CSR issues and our performance has been impeccable since inception.

Note : More details on NALCO can be viewed on company's website
www.nalcoindia.com

2. TERMS AND CONDITIONS FOR EMPANELMENT:

- A. The empanelment shall be valid for a period of 04(four) years initially and can be extended further from time to time with mutual consent of the parties. However, if any party desires to terminate this agreement during the period of subsistence, it shall give 60 days prior notice in writing to the other party clearly mentioning the reason for termination of this agreement.
- B. The treatment obtained from the empanelled HOSPITAL will be considered as a part of extended medical facilities of the COMPANY Hospitals and cost of such treatment/investigations incurred will be paid directly by the Company to the HOSPITAL.

- C. The HOSPITAL will charge the rates as agreed to between the Hospital and the Company for credit as well as cash payment cases. The agreed rates will also be applicable to retired employees of the COMPANY, subject to submission of proof of retirement from the COMPANY.
- D. The HOSPITAL shall provide medical facility to the employees of the COMPANY and their dependant family members based on the referrals made by the authorised persons of the COMPANY.
- E. For the purpose, the COMPANY shall authorize person(s) who shall determine and recommend employees and dependant family members (called as Patient) for medical care and facility, including periodic health check-ups in the HOSPITAL.
- F. Any medical procedure/investigation for which facility is not available at the HOSPITAL but is felt essential by the treating doctors, the same shall be provided by HOSPITAL, from outside agency and shall be billed as per the rates charged by the outside agency. Wherever such outside agency is having rate contract with NALCO, the said agency shall bill as per agreed rates with NALCO.
- G. The COMPANY shall furnish all details of deductions with reasons at the time of making payment to the HOSPITAL.
- H. The HOSPITAL shall provide Tax exemption certificate prescribed under the Income Tax Act 1961 to the COMPANY to avail tax exemption facility by the employees.
- I. The HOSPITAL shall submit the correct Income Tax PAN to the COMPANY alongwith Income Tax Exemption Certificate U/s.17(2) within 7 days of signing of the agreement to enable COMPANY to release payment in time and for compliance of Govt. of India directives pertaining to PAN, TDS/TCS formalities vide Press Release dt.25th Sept'2007.

Note: An agreement as provided at Annexure-A of this EOI detailing all terms and conditions for availing the medical facility shall be signed between the Company and Hospital. No deviation to terms and conditions indicated in the agreement shall be accepted. In case of any dispute or difference arising out of this agreement, it shall be referred to a Sole Arbitrator to be appointed by Chairman-cum-Managing Director (CMD) of the Company or such other Officer as may be designated by CMD. The CMD or such designated officer shall communicate/cause to be communicated a panel of three names to the party seeking Arbitration in this regard within thirty days of receipt of notice of invocation of arbitration from the party as the case may be, to select any one of them, to be appointed as the Arbitrator. In case the Party does not communicate its selection as above within thirty days, Chairman-cum-Managing Director of the Company will appoint any one of them out of the panel of the three names so communicated as the Sole Arbitrator. The provision of the Arbitration and Conciliation Act 1996 and Rules made there under or any amendments thereto shall apply. The contract shall be governed by Indian Laws. The venue of Arbitration shall be at Bhubaneswar, Orissa, India. The Arbitration proceedings shall be in English language.

3. QUALIFICATION CRITERIA:

3.1. Criteria for Category A - Multispeciality Hospitals at Cuttack & Bhubaneswar:

- a. Sanctioned bed strength shall be minimum 200 nos. with ICU facilities (certified by appropriate Govt. Authority).
 - b. Availability of treatment facilities in at least 10 specialist (Gen. Medicine, Gen. Surgery, O & G, Orthopedics, Paediatrics, Ophthalmology, ENT, Anaesthesia, Pathology and Radiology) and at least any 3 out of the following super specialist (Cardiology, Neurology, Nephrology, Gastroenterology, Urology, Cardio-Thoracic surgery and Neurosurgery) disciplines with full time in-house specialists & super specialists under one roof to provide round the clock secondary and tertiary care services.
 - c. Availability of other services like blood bank, ambulance (standard & life support), in-house pharmacy, canteen and public parking.
- 3.2. After screening of the documents, accepted firms shall be asked for submission of their declared rate chart. If felt necessary, Nalco shall negotiate with those firms for discount on rates or for agreed rates.

4. INSTRUCTIONS TO APPLICANTS :

- 4.1. NALCO floats this EOI for empanelment of Hospitals under one category subject to fulfilling the criteria as stated above.
- 4.2. Applicants are expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of EOI will be at the applicant's own risk.
- 4.3. It would be deemed that prior to the submission of the Application, the applicant has:
 - i. Made a complete and careful examination of requirements and other information set forth in this EOI request document.
 - ii. Received all such relevant information as it has requested from NALCO.
- 4.4. The firm shall bear all costs associated with the preparation or delivery of its application.
- 4.5. The application and all correspondences incidental and related to application shall be written in English language. Any printed literature and document submitted in any other language shall be accompanied by authenticated English translation, in which case, for the purpose of interpretation of the application, English translation shall govern. Responsibility for correctness in translation shall lie with the agencies.
- 4.6. Firm shall not disclose confidential information to any third party without prior written approval of NALCO.
- 4.7. NALCO reserves its rights to call for original of the supporting documents for verification if so deemed fit and also cross-check for any details as furnished by the firm from their previous clients etc. Bidders shall have no objection whatsoever in this regard.

- 4.8. **Criminal Background:** The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary.
- 4.9. **Corrupt & Fraudulent practices:** It is expected that Bidders/ Contractors observe the highest standard of ethics during the execution of the contract in pursuance to the policy of “Corrupt & Fraudulent practices”, that is defined as follows:
- i. “Corrupt practice” means the offering, receiving or soliciting of anything of value to influence the action of a public official in the contract execution.
 - ii. “Fraudulent practice” means a misrepresentation of facts in order to influence the execution of a contract to the detriment of NALCO, and includes collusive practices amongst the bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive NALCO of the benefits of free and open competition.
- NALCO will reject a proposal for award of work, if it is determined that any bidder participating in a bid or the agency to whom the work has been awarded, is engaged in corrupt or fraudulent practices as defined above.
- 4.10. NALCO reserves the rights to make use of available in-house data for evaluation of the application that have been submitted against this request.
- 4.11. NALCO will examine the applications for its completeness, whether the documents have been signed, whether they are complete and whether the details furnished are generally in order.
- 4.12. Bidders may note that mere submission of application shall not entitle automatic empanelment.
- 4.13. Telefax/ E-mail/ CD shall not be accepted unless accompanied by formal signed documents. NALCO takes no responsibility for delay, loss or non-receipt of document sent by Post/Courier.
- 4.14. Canvassing in any form by the agency or by any other agency on their behalf may lead to disqualification of their applications.
- 4.15. NALCO reserves the right to accept or reject any application and to annul the EOI process and reject all applications at any time without thereby incurring any liability to the affected Firm(s) or any obligation to inform the affected Firm(s) of the grounds for the NALCO’s action.
- 4.16. NALCO reserves the right to invite fresh applications with or without amendment of the EOI at any stage without any liability or obligation for such invitation and without assigning any reason thereof.
- 4.17. The selected applicants will be duly notified and will remain empanelled with NALCO for a period of four years from date of notification. However, during any time of the tenure of empanelment, NALCO reserves the right to review the credentials of the firm if any situation so warrants.

- 4.18. NALCO reserves the right to reject any application if:
- i. At any point of time, a material misrepresentation is made or uncovered for a firm.
 - ii. The firm does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.
- 4.19. The application for EOI complete in all respect should be sent to the office of the **Dy. General Manager(Medical Services), National Aluminium Co. Ltd., NALCO Bhawan, P/1, Nayapalli, Bhubaneswar – 751061** on or before **12:00 Noon 15/10/2014**.
- 4.20. Any firm requiring any clarification on the terms and conditions for this EOI request document may notify NALCO in writing or facsimile or e-mail. Firms must send their queries latest by three days prior to the last date for submission of application.
- 4.21. All correspondences/enquiry should be submitted to the following in writing by fax/post/courier/e-mail:
- Dy. General Manager (Medical Services),
National Aluminium Company Limited,
'Nalco Bhavan', P/1, Nayapalli,
Bhubaneswar - 751061, Odisha.
e-mail : lsatpathy@nalcoindia.co.in
Fax: +91 0674 - 2301605

EMPANELMENT AGREEMENT

This Agreement is entered into at Bhubaneswar, on this _____ Day of _____ 20____.

BETWEEN

M/s. National Aluminium Company Limited, having Regd. Office at NALCO Bhavan, P-1 Nayapalli, Bhubaneswar-751 061 (which expression shall include their Units, heirs, successors, executors, administrators and assigns) hereinafter called the COMPANY.

AND

M/s. _____ having its Registered Office at _____ give full address _____ (which expression shall include their heirs, successors, executors, administrators and assigns) hereinafter called the HOSPITAL.

Whereas, the COMPANY intends to avail medical facility provided by the HOSPITAL for its employees and their dependent family members as declared by the Company.

NOW BOTH THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS :

1. That the treatment obtained from the HOSPITAL will be considered as a part of extended medical facilities of the COMPANY Hospitals and cost of such treatment/investigations incurred will be paid directly by the concerned Unit of the Company to the HOSPITAL.
2. That the HOSPITAL will charge the rates as agreed to by the Hospital and the Company for credit as well as cash payment cases. The agreed rates will also be applicable to retired employees of the COMPANY, subject to submission of proof of retirement from the COMPANY. The agreed schedule of rate/charges as indicated in the empanelment order shall come into force from the date of this Agreement.
3. That the HOSPITAL shall provide medical facility to the employees of the COMPANY and their dependant family members based on the referrals made by the authorised persons of the COMPANY.
4. That for the purpose, the COMPANY shall authorize person(s) who shall determine and recommend employees and dependant family members (called as Patient) for medical care and facility, including periodic health check-ups in the HOSPITAL.
5. That the patient(s) shall be referred to the HOSPITAL with referral letter/credit letter duly signed by the authorized officials of the COMPANY. The referral letter/credit letter should contain entitlement of accommodation of the referred patient along with the validity period. The referral letter/credit letter issued by the COMPANY shall be

valid for one month from the date of issue of the letter or till discharge of the patient, if admitted in the Hospital as in-patient, whichever is later.

6. That the Regional Manager (RM) of Regional Office of the COMPANY can issue credit letter for treatment of the employees of Regional office in favour of the local empanelled hospital for OPD & IPD treatment, if bill amount is more than Rs.500/-.
7. That the COMPANY shall as far as possible intimate the HOSPITAL in advance about any admission of patient in the HOSPITAL for availability of beds and other facility. However, in cases of emergencies or during odd hours, the patient of the COMPANY may avail treatment at the HOSPITAL without referral letter/credit letter subject to the production of copy of identity card/Medical card or on cash payment which shall be refunded to the patient on production of referral/credit letter by the patient(s). In such cases, the COMPANY shall send the referral letter/credit letter of the patient(s) to the HOSPITAL within 48 hours of admission of such patient.
8. That the HOSPITAL shall not provide the credit facility to the patients of the COMPANY for OPD consultation/OPD treatment/OPD investigation and Medicine and disposables prescribed by the OPD Consultant, if the amount involved is Rs.500/- (Five Hundred only) or less.
9. That the HOSPITAL shall accept the patients based on the referral letter/credit letter issued by the respective Authorised Officials of the COMPANY and shall provide all facilities without asking for any payment from the referred patient of the COMPANY. On discharge of the patient, the HOSPITAL shall send the bills to the concerned Unit from where the patient of the COMPANY was referred, supported with the following documents:-
 - a. Original referral letter/credit letter.
 - b. Signature of the patient/attendant on the bills.
 - c. Copy of the discharge ticket.
 - d. Copies of the investigation report.
 - e. Copies of the prescription of Doctors, if available (OPD only).
 - f. Bills/Cash Memos/Invoice of outsourced medicines/stents, consumables and investigations etc. duly signed by the concerned employee/dependants on the backside thereof.
10. That the HOSPITAL shall provide necessary medicines and other consumables of standard quality. Cosmetics, toileting, tonics and other items which are not related to medicines, if provided, shall be at the cost of the patient for which no payment shall be made by the COMPANY.
11. That no service charges will be paid by the COMPANY. The nursing charges are inclusive of bed charges.
12. That the Government levies, taxes if any, applicable to the Hospital and claimed in the concerned bill shall be reimbursed to the HOSPITAL by the COMPANY.

13. That in case the bills are signed by any person other than the employee, the same shall be countersigned/ regularized by the employee, if condition of the patient (employee) allows before forwarding the bills for payment.
14. That on request from the COMPANY, the HOSPITAL shall provide Ambulance facility for the patient on payment basis and bill it to the COMPANY for payment.
15. That in case of non availability of entitled accommodation, the patient shall be accommodated at the discretion of the HOSPITAL. However, the patient shall be given priority and may be accommodated as per his/her entitlement, subsequently against any vacancy. Wherever the employee/patient opts for higher category accommodation, an undertaking to be obtained from the concerned employee/patient that - "The differential amount between entitlement & actual cost shall be recovered from the concerned employee's account".
16. That any medical procedure/investigation for which facility is not available at the HOSPITAL but is felt essential by the treating doctors, the same shall be provided by HOSPITAL, from outside agency and shall be billed as per the rates charged by the outside agency. Wherever such outside agency is having rate contract with NALCO, the said agency shall bill as per agreed rates with NALCO.
17. That the HOSPITAL shall extend the credit facility to the COMPANY and the COMPANY shall settle the credit bill within 30 (Thirty) days of receipt of the bill provided the bill is complete in all respects and contains all documents as indicated at Cl.No.10 of the Agreement. The COMPANY shall pay the dues by Electronic Clearance Service (ECS). The HOSPITAL shall provide ECS mandate for this purpose within seven days of executing this Agreement to facilitate payment.
18. That patient referred by the COMPANY will be billed as per the prevailing tariff applicable as indicated at Cl.No.02. If HOSPITAL introduces new procedures during the period of the agreement, which are not included in the Schedule of Rates/Charges of the Hospital, the rates of new procedures shall be included in the schedule of rates and reimbursed to the Hospital with similar discount. In such case the Hospital shall give a declaration that the rates of new procedures charged to NALCO, is not higher than the rates charged to any other Govt./PSUs.
19. That the COMPANY shall furnish all details of deductions with reasons at the time of making payment to the HOSPITAL.
20. That the HOSPITAL shall provide Tax exemption certificate prescribed under the Income Tax Act 1961 to the COMPANY to avail tax exemption facility by the employees.
21. That dues/outstanding payments shall be cleared within the stipulated period as mentioned in this agreement. In case of any dispute/disagreement the same shall be settled amicably between the parties.

22. That in case of termination/expiry of this agreement the HOSPITAL shall continue to provide its services to the admitted patient(s) of the COMPANY till their discharge and bill(s) will be raised to the COMPANY as per Clause No.2 of this agreement.
23. That patient or his/her attendant shall furnish such details as may be required by the HOSPITAL.
24. That any complaint regarding deficiency of service raised by the patient(s) or the escort /attendant shall be addressed to the HOSPITAL in writing for redressal by the HOSPITAL.
25. That ICU/Semi ICU/NICU/PICU/Causality facility/service shall not be treated as accommodation. The HOSPITAL reserves the right of admission for these facilities/ services on the medical need of the patient and HOSPITAL shall raise bills to the COMPANY as per agreed tariffs.
26. That medicine shall be supplied to patient on discharge for a period of 15 (Fifteen) days maximum on credit to indoor patients. The HOSPITAL shall include the same in the Bill. However, non injectable medicines shall be provided on full strip basis even if the count exceeds the agreed day limit. The HOSPITAL shall exclude list of items as specified by the COMPANY, at the time of execution of this agreement.
27. That any objection raised by the COMPANY regarding bill(s) shall be intimated to the HOSPITAL within 15 (fifteen) days of receipt of the bill(s), after which it will be presumed that the bill(s) is/are accepted by the COMPANY and the COMPANY shall make the payment within the agreed time limit. While preparing bills, the Hospitals shall indicate the code no. & page no. against each procedure.
28. That the HOSPITAL shall submit the correct Income Tax PAN to the COMPANY alongwith Income Tax Exemption Certificate within 7 days of signing of this agreement to enable COMPANY to release payment in time and for compliance of Govt. of India directives pertaining to PAN, TDS/TCS formalities vide Press Release dt.25th Sept'2007.
29. That in case of any dispute or difference arising out of this agreement, it shall be referred to a Sole Arbitrator to be appointed by Chairman-cum-Managing Director (CMD) of the Company or such other Officer as may be designated by CMD. The CMD or such designated officer shall communicate/cause to be communicated a panel of three names to the party seeking Arbitration in this regard within thirty days of receipt of notice of invocation of arbitration from the party as the case may be, to select any one of them, to be appointed as the Arbitrator. In case the Party does not communicate its selection as above within thirty days, Chairman-cum-Managing Director of the Company will appoint any one of them out of the panel of the three names so communicated as the Sole Arbitrator. The provision of the Arbitration and Conciliation Act 1996 and Rules made there under or any amendments thereto shall apply. The contract shall be governed by Indian Laws. The venue of Arbitration shall

be at Bhubaneswar, Orissa, India. The Arbitration proceedings shall be in English language.

30. That this agreement is valid for a period of 04(four) years from the date of this agreement and can be extended further from time to time with mutual consent of the parties. However, if any party desires to terminate this agreement during the period of subsistence, it shall give 60 days prior notice in writing to the other party clearly mentioning the reason for termination of this agreement.

This Agreement is signed by both the parties i.e. the COMPANY & the HOSPITAL on the above mentioned date in two sets. One set shall be kept by each party to this agreement to follow the terms & conditions stated herein above.

For & on behalf of the Company
National Aluminium Company Limited.

For & on behalf of the Hospital

(Seal & signature of Authorised Signatory)
Signatory)

(Seal & signature of Authorised

Witness: 1.

1.

2.

2.