



## **Request for Proposal (RFP)**

**For**

**“Empanelment of Hospitals, Diagnostic Centres, Eye Clinics, Dental Clinics, Physiotherapy centre, specialized diagnostic centres and Dermatology clinic for NALCO”**

**National Aluminium Company Ltd. (NALCO)**

**Regd. & Corporate Office**

Nalco Bhawan, P/1, Nayapalli,

Bhubaneswar – 751013, Odisha

**RFP Document No: TNCC-021/2024 Dated: 15/03/2024**

To,

M/s

E-mail-

Sub: **“EMPANELMENT OF HOSPITALS, DIAGNOSTIC CENTRES, EYE CLINICS, DENTAL CLINICS, PHYSIOTHERAPY CENTRE, SPECIALIZED DIAGNOSTIC CENTRES AND DERMATOLOGY CLINIC. FOR NALCO”**

Dear Sir,

NALCO is interested to consider the following categories of health care facilities for empanelment for treatment/consultancy/investigations etc. of its regular & retired employees and their dependants. Hospitals are categorized as per following.

- (a) Hospitals 1) Multispecialty hospitals  
2) Super specialty hospitals
- (b) Diagnostic Centres.
- (c) Eye Clinics
- (d) Dental Clinics.
- (e) Physiotherapy Centre.
- (f) Specialized diagnostic centres.
- (g) Dermatology clinic

Accordingly, please find enclosed herewith the **REQUEST FOR PROPOSAL (RFP)** document for the aforesaid service and detailed in enclosed specifications. The scope of services is also explained therein.

1. In prescribed format, proposal is invited from your hospital for the above subject proposal. The Salient features of the Tender are as detailed in **PROPOSAL DETAILS**.
2. The entire set of RFP/Tender document will be available from the office of DGM (Elect) P&T Corporate Office Bhubaneswar /or Regional Offices Managers of NALCO at their respective locations & website of NALCO ([www.nalcoindia.com](http://www.nalcoindia.com)). NIT can also be mailed to you based on request on your available e-mail ID if any. The scheduled time of bid submission is indicated in the proposal details. NALCO shall not be responsible for any expenses incurred by the bidders

in bidding process in connection with the preparation & submission or any other expenses for their bids.

3. Further, bid shall be evaluated based on documents submitted without any further reference to bidder. So bidder must ensure that all relevant documents are submitted with the offer.
4. Bidders are required to submit documents in a sealed envelope at the address indicated at **SI**

**No 09 of PROPOSAL DETAIL.**

5. Following persons can be contacted for any clarifications, regarding this tender.

- I. Mr. Bishnupada Mishra, DGM (Elect) T&C, Mob. No. 9437055725 ,Email: [bishnupada.mishra@nalcoindia.co.in](mailto:bishnupada.mishra@nalcoindia.co.in)
- II. Mr. Sourav Das, GM (Medical Services ), Mob. No. 9437045451,Email: [sourav.das@nalcoindia.co.in](mailto:sourav.das@nalcoindia.co.in)

**Deputy General Manager (Elect) P&T  
National Aluminium Company Ltd.  
Corporate Office NALCO.**

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## PROPOSAL DETAILS

1	NAME OF THE WORK/ SERVICE:	"Empanelment of Hospitals, Diagnostic Centres, Eye Clinics, Dental Clinics and Physiotherapy centre for NALCO"
2	RFP/NIT REFERENCE NUMBER	TNCC-021/2024 DATE : 15/03/2024
3	MODE OF TENDERING	TWO PART
4	LOCATION OF THE EMPANELED HOSPITAL	<b>Different locations of India.</b>  (NALCO have establishment at Angul, Damanjodi, and Bhubaneswar in Odisha. Other regional offices like Visakhapatnam, Chennai, Mumbai, Kolkata, Delhi, Hyderabad, Bangalore etc.)
5	TYPE OF WORK/SERVICE	CONTINUOUS
6	CONTRACT DURATION	THREE YEAR AND CAN BE EXTENDED FOR ANOTHER ONE YEAR WITH MUTUAL AGREED TERMS
7	LAST DATE AND TIME OF SUBMISSION OF BID	<b>22/04/2024 AT 03:00 PM</b>
8	DATE AND TIME OF BID OPENING	<b>22/04/2024 AT 04:00 PM</b>
9	ADDRESS FOR ALL COMMUNICATIONS AND VENUE FOR TECHNO-COMMERCIAL / PRICE BID OPENING/ PRE-BID MEETING etc.	<b>P&amp;T-T&amp;C DEPARTMENT, AT GROUND FLOOR OF NALCO (NATIONAL ALUMINIUM COMPANY LIMITED) CORPORATE OFFICE, NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751013, ODISHA , INDIA</b>
10	PRE-BID MEETING DATE (Interested Bidders may get all their queries clarified in that meeting, they are advised to send their query in advance through e mail for discussion)	i) All Odisha based Hospitals , Dt. :- <b>04.04.2024 , 11AM onwards</b> ii) Outside Odisha based Hospitals , Dt.:- <b>05.04.2024,11AM onwards</b>
11	VALIDITY OF OFFER	04 (FOUR) MONTHS FROM THE DATE OF OPENING THE BID.
12	EMD	NIL
13	DEFECT LIABILITY PERIOD. (Deduction of Security deposit will be as per GCC)	NIL
14.	INTEGRITY PACT	APPLICABLE
15	TAXES & DUTIES.	As per applicability
16	HRD CLEARANCE	NOT APPLICABLE

**SCOPE OF SERVICE.**

NALCO is interested to consider the following categories of health care facilities for empanelment for Consultancy/ Treatment / Investigation etc. to its regular employees and their dependant and post retired employees.

- (a) Hospitals 1) Multispecialty hospitals  
2) Super specialty hospitals
- (b) Diagnostic Centres.
- (c) Eye Clinics
- (d) Dental Clinics.
- (e) Physiotherapy Centre.
- (f) Specialized diagnostic centres.
- (g) Dermatology clinic

Accordingly, please find “SCOPE & SPECIAL CONDITIONS of CONTRACT” to be offered by the desired agency. Since, nature of assignment for the aforesaid service provider differs, a general guideline for “Scope and Special conditions” are provided here. Hence, any service indicated in “Scope and Special conditions” if applicable to any service provider, then it must be complied. The scope of services and Special Conditions of Contract are explained below:-

1. The requirement for empanelment of Hospitals, Diagnostic Centres, Eye Clinics, Dental Clinics and Physiotherapy centre, Specialized diagnostic centres and Dermatology clinic at different locations in INDIA are to obtaining medical services for Nalco employees, Nalco ex-employees and Nalco associates being recommended by Nalco for availing the required medical services.
2. In the NIT/RFP, wherever it is indicated as “Referral Hospitals”, it is to be understood that it might be either a Hospital or a Diagnostic Centres, or an Eye Clinics, or a Dental Clinics or a Physiotherapy centre or Specialized diagnostic centres or Dermatology clinic as applicable in logical sense in the NIT and appropriate action deemed fit to be consider.
3. The treatment obtained from designated “*Referral Hospitals*”, will be considered as a part of extended medical facilities of the Nalco Hospitals and cost of such treatment/ investigations incurred will be paid directly by the concerned Unit /Regional offices of Nalco to the “*Referral Hospitals*”
4. The “*Referral Hospitals*” shall provide medical facility to the employees of the NALCO and their dependant family members based on the referrals made by the authorised persons of NALCO. The medical care also includes periodic health check-ups in the “*Referral Hospitals*”.

5. With referral letter/credit letter duly signed by the authorized officials of NALCO, the patient(s) shall be referred to the *"Referral Hospitals"*. The referral letter/credit letter should contain entitlement of accommodation of the referred patient along with the validity period for reporting at *"Referral Hospitals"*. The referral letter/credit letter issued by NALCO shall be valid for one week (inside state) and one month (outside state) 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. NALCO shall intimate the HOSPITAL in advance about admission of NALCO patient in the referral HOSPITAL. Accordingly, it is the responsibility of the referral Hospital to make available of beds and other requisite facilities for treatment.
7. In cases of emergencies, Nalco patient can avail treatment at the referral HOSPITAL without referral letter/credit letter subject to production of copy of identity card/Medical card. For such emergency cases, Nalco shall send the referral letter/credit letter to the HOSPITAL within 48 hours of admission of such patient.
8. Nalco patient without any referral from appropriate authority of Nalco if avails the OPD consultation/ OPD treatment/OPD investigation and Medicine and disposables prescribed by the OPD Consultant, no credit will be extended by the referral hospital. However, referral hospital should not charge anything excess than the agreed rates between Nalco and Hospital for patient's consultation, investigation or any OPD/IPD treatment. Identification check of the patient is the responsibility of the hospital.
9. HOSPITAL shall accept the patients based on the referral letter issued by the Authorised Officials of NALCO. Nalco referral patients will be provided with all agreed facilities at agreed terms and conditions with Nalco. Accordingly, no separate payment need to be made by the referred patient of Nalco. However, any procedure/ medicine or items not agreed by Nalco with the referral hospital being provided by referral hospital based on meeting the health requirement, same to be provided with consent of the patient/patient attendant and approval of NALCO.
10. The referral HOSPITAL shall provide necessary medicines and other consumables of **CGHS standard** quality. Cosmetics, toiletry, tonics and other items which are not medicines or medical procedure, if provided, the respective patient shall bear the cost and no payment shall be made by Nalco for said items.
11. The bed charges agreed between referral hospital and Nalco is inclusive of nursing charges but exclusive of Doctor charges and which will be paid as per requirement and number of consultation basis. No other service charges will be payable by Nalco.

12. Any other statutory Government levies, taxes if any, applicable to the referral Hospital to provide the desired service to Nalco patient will be reimbursed at actual by Nalco.
13. The Hospital / treating consultant should advise whether ambulance service is required for shifting of patient. In such a situation only the Hospital can arrange ambulance and bill NALCO accordingly. In other cases, the ambulance service if any availed by patient has to be paid by the patient directly to the hospital only.
14. In case of non-availability of entitled accommodation of the patient, empaneled hospital have to accommodate the patient in other entitlement in discussion with the patient. However, Nalco patient shall be given priority against any vacancy. Wherever the employee/patient opts for higher category accommodation, an undertaking to be obtained from the concerned patient/ his attendant for the higher accommodation and the differential amount between entitlement & actual cost have to be borne by concerned employee and same will be deducted from the salary of employee by Nalco. In case Nalco employees agree to deposit the differential amount with hospital, same can also be permitted.
15. Any medical procedure/investigation which is not available at the referral HOSPITAL but required to be carried out as per treating doctors, the same shall be provided by referral hospital from outside agency and shall be billed as per the rates charged by the outside agency. However, this will not be applicable to breakdown / shutdown of any of their equipment for which desired service is not available in the hospital. In that case, they have to charge as per the rate available with them without adding any incidental to carry out the procedure outside. In case outside agency to which the patient will be referred due to non-availability of facilities is having rate contract with NALCO as a referral hospital, the said agency shall bill as per agreed rates with NALCO. Hence, referral agency should know that the patient they will be treating are from Nalco.
16. If demanded by the referral agency, Nalco patient or his/her attendant shall furnish such details as may be required by the HOSPITAL.
17. There must be a complaint register in which Nalco employees can register their complaint. The said complaint should be addressed amicably. If the dispute still persists, same may be intimated to Nalco Corporate office.
18. The ICU/Semi ICU/NICU/PICU/Causality facility/service shall not be treated as accommodation. The referral HOSPITAL should provide these facilities/services purely based on the medical need of the patient.
19. The medicine to be consumed by the patient during treatment in the hospital shall be provided by the hospital on chargeable basis to Nalco with applicable discount on MRP of medicine i.e.



without charging to patient till admitted to the hospital. During discharge of the patient, required medicine to be consumed by the patient for another period of 15 (Fifteen) days maximum shall be provided on credit to indoor patients. The HOSPITAL shall include the same in their Bill. However, non-injectable medicines shall be provided on full strip basis even if the count exceeds the agreed day limit.

**SPECIAL TERMS AND CONDITIONS**

1. The empanelled HOSPITAL shall provide income Tax exemption certificate as prescribed under the Income Tax Act 1961 to Nalco to avail tax exemption facility for their employees. The hospital shall submit status of CGHS empanelment, if available as prescribed under.
2. In case of any dispute/disagreement between Nalco and the referral Hospital, same shall be settled amicably between the parties within the applicable law of the land. 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 anyone 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 anyone 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. After placement of order, an agreement in the non-judicial stamp paper of Rs.50/- is to be signed between Nalco and empanelled Hospital within 10 days of award of work.
4. In case of termination/expiry of the contract, referral HOSPITAL shall continue to provide required services to the admitted patient(s) of Nalco till their discharge and bill(s) will be raised to the COMPANY as per terms and conditions of the existing contract.
5. The referral HOSPITAL shall exclude list of items as specified by the COMPANY, at the time of execution of this agreement.
6. Present agreement is valid for a period of **three years** from the date of issue of the work order. However, contract can be extended further from time to time with mutual consent of the parties.
7. There will not be any cash transaction between hospital and the Nalco patient. If same occurs, it will be consider as a major violation of terms and conditions of contract. However, if the bill (including Consultation charges) is less than Rs.500/- cash payment maybe done by patient, which will be subsequently reimbursed.

8. If referral hospital desires to terminate the contract during pendency of the contract, minimum 60 days' notice period has to be given by the empanelled Hospital. However, in case of poor performance of the empanelled Hospital, Nalco can terminate the contract giving one month notice.
9. Each empanelled hospital should have a **Nodal person** for NALCO and who can be contacted by Nalco authorized representative from NALCO Corporate Office, Nalco S&P Complex and NALCO M&R Complex relating to different issues of Nalco referral patients. Nalco will intimate the list of authorized representatives on this issue.
10. There should be an Information system with each empaneled hospital to provide the status of the patient and will submit a weekly status report to Nalco.
11. Since, Nalco patients are generally referred from site as emergency cases, Referral Hospital should have sufficient infrastructure and logistic facility to meet their needs.
12. EMERGENCY SERVICES must be available for all General/Multi-Specialty Hospitals.
13. OPERATION THEATRES are mandatory for all hospital with surgical facilities and must be maintained as per relevant guidelines.
14. **RATES FOR MEDICAL TREATMENT.**
  - i. As agreed by NALCO and stated in the order.
  - ii. Since, CGHS rates will be base for Nalco to agree with any hospital and CGHS rates also regularly gets updated, hence on revision of CGHS Schedule of rate, revised rate will be applicable with immediate effect. However, hospitals have to raise the request to NALCO for the same.
  - iii. Any other medical procedure not covered under CGHS rate has to be specified by the bidder along with charges for each procedure and discount offered by them to NALCO along with their bid.
  - iv. Hospitals will also submit list of new procedures adopted by them on yearly basis along with charges and discount offered by them to NALCO.
  - v. The procedures as indicated above i.e. sl. no (iii) to be indicated separately in their invoice indicating the method adopted for fixing the rate.
  - vi. The hospital has to raise two invoices **for Nalco for Employee and their dependants**. First invoice is to be based on Nalco approved rate agreed with the Hospital. Second invoice will be for any non-agreed rate of Hospital with Nalco. It is to be intimated to the **Nalco Employee and their dependants** that the second invoice will be deducted from Nalco employee's salary. However, both the invoice will be raised to Nalco on credit basis.
  - vii. Similarly, hospital has to issue two invoices to **Nalco Retired employees and their spouse**. First invoice is to be based on Nalco approved rates agreed with the Hospital. Second invoice will be for any non-agreed rate of Hospital with Nalco. It is to be intimated to the **Nalco Retired employees and**

**their spouse** that the second invoice will not be reimbursed from Nalco. However, **Nalco Retired employees and their spouse** has to clear both the invoice at the hospital end.

viii. Various packages for treatment and laboratory investigations will be preferred.

## 15. GRADATION OF HOSPITALS

Hospitals will be graded as

- i. Super Speciality Hospital & Stand-alone Hospital – **CATEGORY-A**
- ii. Multi- Speciality Hospitals
  - **CATEGORY-B1 Hospitals**
  - **CATEGORY-B2 Hospitals**
- iii. Eye Hospital/clinic, Dentist, Diagnostic Service, Physiotherapy, Dermatology clinics, Specialized Diagnostic/Treatment centres – **CATEGORY – C Hospitals**

**CATEGORY-A Hospitals** are those Super Speciality Hospitals & Stand-alone Hospitals in any location in India with whom, Nalco will have special rate to provide required medical services. The finalisation of rates may be done based on pre order negotiations & it will be done zone/ Region wise.

Stand-alone Hospitals are those hospitals in any location in India where maximum three tertiary medical care, best in medical practice, being offered. Nalco will have a special agreement to get the required service from those hospitals for which they get order after negotiation.

**CATEGORY-B1 and B2 Hospitals** are those Multi Speciality Hospitals in any location in India intended to provide requisite medical services to Nalco at special agreed negotiated rate.

**CATEGORY – C Hospitals:** Eye Hospital/clinic, Dentist, Diagnostic Service, Physiotherapy centres, Dermatology clinics considered by Nalco to get the required service from those hospitals at CGHS RATE except Specialized Diagnostic/ Treatment centres on negotiation basis.

**Labs with NABL accreditation will be preferred.**

16. The referred hospital will give the progressive billing of patient **on daily basis (Consultant visit charge, investigations, diagnostic tests, operative procedures if any, medicine and consumable consumed same day, etc.) and get it signed by patient/attendant.** This will avoid dispute during settling of bills at the time of discharge and settling of bills by Nalco for payment to referred hospital.

**QUALIFYING CRITERIA FOR EMPANELMENT OF HOSPITALS WITH NALCO**

The Hospitals have to meet the following criteria indicated below to get empaneled with Nalco. Accordingly, to get qualify, hospitals have to submit the requisite documents / information and same will be evaluated/verified by Nalco. Subject to acceptance by NALCO, the hospital will be empaneled with Nalco. However, submission of required information does not automatically make the hospital eligible to get empanelment with Nalco.

Medical institutions are categorised as per following for evaluation and for applicability of qualifying criteria.

- i. Super Speciality Hospitals & Stand-alone Hospital - **CATEGORY-A Hospitals**
- ii. Multi-Speciality Hospital – **CATEGORY-B1 Hospitals**  
– **CATEGORY-B2 Hospitals**
- iii. Eye Hospital/clinic, Dentist, Diagnostic Service, Physiotherapy, Dermatology clinics, Specialized Diagnostic/Treatment centres – **CATEGORY – C Hospitals**

**A. NOTARIZED DOCUMENTS TO BE SUBMITTED FOR MEETING THE EMPANELMENT QUALIFYING CRITERIA: -**

**A1. Applicable to all categories of hospitals**

- i. Fire NOC / Hospital meeting Fire & Safety norms.
- ii. Compliance of the hospital obtaining NOC order from State Pollution Control Board (i.e. Pollution Control Licenses (Air, Water and Bio-Medical Waste)
- iii. Confirmation of the hospital meeting bio-degradable and medical scrap disposal requirement.
- iv. Consent to operate the Hospital under applicable law
- v. Compliance of the hospital obtaining NOC order from State Pollution Control Board (i.e. Pollution Control Licenses (Air, Water and Bio-Medical Waste). (Applicable to all categories).

**A2. Applicable to specific hospitals/facilities/clinics etc.**

- i) Atomic Energy Regulatory Board. (AERB) certificate /Licenses/approval (Applicable for Radiology Equipment like X-Ray & CT scan)
- ii) Pre-natal diagnostic test (PNDT) license (Applicable for Ultra sonography test facility)
- iii) Blood Bank Services (Applicable to all categories except category:-D).
- iv) Medical termination of Pregnancy act (MTP) (Applicable for Gynecology dept.)
- v) Organ Transplant (specify separately type of organ transplant permitted). (Applicable for hospitals engaged with organ transplantation)
- vi) Having Trade License' from local authority for running the hospital (Applicable for clinic etc.)
- vii) Submission of IT Exemption Certification. (Applicable to all categories except category:-C).
- vi. **Labs with NABL accreditation will be preferred.**

**NOTE:**

- a. The documents as listed above are to be submitted in compliance with above criteria .
- b. Hospitals should provide the above required information for getting empanelled in Nalco. Information are to be supported by documentary evidence & all such documents need to be notarized . Wherever required, Nalco may verify the authenticity of documents and can inspect the establishment for physical verification through a committee.
- c. The Multi-speciality/super speciality/standalone corporate Hospitals can provide different types of medical service under one hospital. Each facilities to be provided by the hospitals have to be registered with Nalco for providing said services. Any omission or inclusion of new facility /Procedure after empanelment with Nalco has to be approved by Nalco based on written request of hospital subsequent to empanelment.
- d. Wherever, photo copy/Xerox of any documents are submitted as credential to Nalco, same to be duly notarized and submitted.

**B. HOSPITAL POTENTIAL MATRIX.**

The procedure for selection of hospitals is mentioned below: -

- i. The selection of different categories of hospitals will be based on the mark scored on the defined criteria as explained in potential parameters
- ii. Based on mark scored, hospitals will be grouped in different categories i.e. A,B1,B2&C category of hospitals
- iii. All hospitals need to submit their quotes with reference to CGHS Rates (of respective state/city), as % equal to / below / above such reference rate.
- iv. The bids of hospital within each separate category as mentioned above will be evaluated to establish the L-1 rate in that category after negotiation. The hospitals who match to the negotiated L-1 rates in each category will be empanelled and paid as per the agreed rate when an employee is referred. Employees availing treatment / diagnosis from such establishment on referral will not have to bear anything extra.
- v. Those Hospitals who do not agree to match the L-1 rates will still be empanelled and employees will be referred with a condition / rider, explicitly **mentioned in the Referral Letter that excess amount of bill (over the L-1 rate in the same category) will be borne by the employees. Even if the amount billed by the Hospital & Diagnostic centres will be paid by the company directly to facilitate cash less treatment, the differential between L-1 rates and Hospital billed rates will be recovered from employee's salary.** Above all employees will get credit facilities in all empaneled hospitals and treatment will be cash less though the additional cost will be recovered from salary subsequently.

- vi. After agreement with various hospitals under categories there will be two kinds of hospitals across **Category B :-**
  - a) **Hospitals under agreed negotiated rate.( Negotiated after tender discovered L1 price)**
  - b) **Hospitals under agreed but at higher than the negotiated rate**  
(Differential amount on and above the negotiated rate will be defined clearly)
- vii. It may be noted that **any investigation or treatment or newer procedure (which was not in the empanelment order issued to the vendor) but adopted by empanelled hospital for betterment of patient may be treated as final and actuals / agreed rates** may be paid to the concern hospitals.

**Exception** to differential payment above:

- a) When the treatment or service is not available with listed empanelled hospital in that category and the employee has taken treatment at Higher Rate in another empanelled hospital, the differential amount will be borne by the company subject to certification by treating doctor/referring doctor/ Head of respective Nalco hospital /corporate office medical head.
- b) In case of extraordinary situations like natural disaster, pandemic, etc. the differential cost will be borne by the company with due approval of authority not less than Director (HR).
- c) Approval by treating doctor of Nalco or the doctor of first reported hospital / referring doctor that the treatment or procedure or test is only available at a particular hospital and duly verified by authority, the cost will be borne by the company even if the treatment is availed at a higher rate from that particular hospital.
- viii. It may be noted that the whole exercise of Empanelment is to achieve uniformity, equitability with wider coverage of health facilities for employees and dependents along with capping of expenditure of health care.

**POTENTIAL PARAMETERS ( Maximum 100 marks as per following distribution ) .**

1. Hospital is **NABH** accredited/ registered with **CGHS**.  
If **NABH** accreditation or (**NABH** accreditation and **CGHS** registration) available – **10 marks**  
If **NABH** accreditation not available but **CGHS** approved– **05 marks**  
If not registered with **CGHS** - **0 marks**
2. No of beds available in the Hospital.
  - a. 50- 100 - **05 marks**
  - b. 101 to 200 beds – **10 marks**
  - c. 201 to 300 beds – **15 marks**
  - d. 301 and above - **20 marks**
3. Number of departments/ facilities considered in the multi-speciality hospital for empanelment. (The basis of consideration of any department/ facility for empanelment is

subject to availability of minimum two number super-specialist having qualification equivalent to DM in relevant facility and minimum two number of specialist having qualification equivalent to MS/MD in relevant facility with requisite medical infrastructure/ equipment in the dept.)

For each dept. the multi-speciality hospital will get **one** marks and maximum mark permissible will be **50 marks**.

4. The Net worth of the Hospital during the last three financial year shall be positive as per audited balance sheet.
  - a. Out of three years only one year positive – **02 marks**
  - b. Out of three years only two years positive – **03 marks**
  - c. For all the three years, net worth is positive – **05 marks**.
5. The hospital having own registered blood bank with them –**05 marks**.
6. The hospital having own Oxygen generation units with them – **05 marks**.
7. The hospital having their own ambulance services (Not out sourced)– **05 marks**
8. **Income tax exemption is compulsory for Category A & B.** If the valid IT exemption certificate is **not available** with Category A & B hospitals, there will be **no evaluation** for categorization of hospitals.
9. The hospitals in Category A, B & C shall provide 20% discount on medicines, consumables and implants other than those regulated by GOI.

NOTE:

1. A hospital will be consider as a “**Super Speciality” Hospital(Category A)** if the Potential score is **above 80 marks**
2. Standalone Hospitals will be separately evaluated. Standalone hospitals should have **maximum three tertiary care specialization** only.
3. **Sub category in Category B(as per scoring) : ( maximum possible is 100)**
  - (1) **60-80(Category-B1)**
  - (2) **40-59(category-B2)**

The two subtypes of Category B i.e. Category B1 and Category B2the intra group price negotiation will be on respective L1 basis.

**Less than 40** will automatically go to **Category C**.
4. The Bills submitted by empaneled hospital/change in rates will be submitted in hard copy as well as soft copy.
5. The accredited hospitals will extend the same facilities and rate to retired employees on payment basis. Any deviation from rate or extension of facilities will be viewed seriously and necessary action will be initiated.
6. **One credit bill** will be raised for one patient with **reimbursable and recoverable splitting** incorporated in the bill.



**ANNEXURE – 2 (B)**

- a. Please provide the following information for empanelment in Nalco. Information to be supported by documentary evidence. Wherever required, Nalco may verify the authenticity of documents and can inspect the establishment for verification.
- b. The Hospitals can provide required service for the dept. / facility for which Nalco accept their registration.
- c. Wherever, photo copy / Xerox of any documents are to be submitted to Nalco, please submit the latest notarized copy of the original documents.

**A. DETAILS ABOUT THE HOSPITAL.**

**1. NAME OF THE HOSPITAL:**

Street Address:

City/Town:

District:

State :

Telephone: \_\_\_\_\_ Mob no: \_\_\_\_\_

Email id \_\_\_\_\_

Website \_\_\_\_\_

**2. BED STRENGTH OF THE HOSPITAL**

- i. Number of beds in the Hospital
- i. Number of ICU beds.

**3. DOES THE HOSPITAL HAVE SPLIT LOCATION(S):** Yes ☐ No ☐

If yes, address of the other location(s) and distance from main location

**4. OWNERSHIP:**

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Private – Corporate                 | <input type="checkbox"/> Armed Forces |
| <input type="checkbox"/> PSU                                 | <input type="checkbox"/> Trust        |
| <input type="checkbox"/> Government                          | <input type="checkbox"/> Charitable   |
| <input type="checkbox"/> Others (Ownership of the hospital : |                                       |

**5. Contact Details of authorized person of the Hospital with email and contact number:**

**6. Year and month in which registered and under which authority (as per state and central requirements)**

**7. Year and month in which clinical functions started:**

8. List of Government Organizations / Departments / PSU/ Other agency who has empaneled the hospital as on date to be attached.

**B. PLEASE FILL-UP THE FOLLOWING TABLE.**

S.No	Particular		Remarks
a.	Process of registration in OPD, IPD and emergency patients	YES/NO	
b.	Initial assessment within 24 hrs.	YES/NO	
c.	Contents of initial assessment defined	YES/NO	
d.	Display of signage as per requirement.	YES/NO	
	1. AMBULANCE i. Standard ii. Life support, 2. In-house pharmacy, 3. Canteen and public parking.		
e.	Scope of services displayed	YES/NO	
f.	Procedure for infection control practices exists	YES/NO	
g.	Policy of i) Rational use of blood & blood components ii) Monitoring during transfusion services iii) Reporting of adverse events during transfusion	YES/NO	
h.	Display of patients' charter (including rights & responsibilities)	YES/NO	
i.	Training of the staff for the job assigned	YES/NO	
j.	Medical records (manual/electronic)	YES/NO	
k.	Records are being kept in safe environment and confidentiality is being maintained	YES/NO	
l.	Procedures for maintaining personal files of staff (regular/contractual)	YES/NO	
m.	Availability of hand hygiene/hand washing facilities	YES/NO	
n.	Authorized Tariff list available in public domain	YES/NO	
O	Intensive Care Unit – Available/Not Available	YES/NO	
P	Specialized Intensive Care Units – Specify Availability i. Cardiac ii. Neuro iii. Surgical iv. Medical v. Renal Transplant vi. Others – give details	YES/NO	
Q	Number of Operation Theatres- (i) General OTs (ii) Super specialty OTs (iii) Whether the OTs are managed and maintained as per standard operating guideline stipulated as per medical standard.	YES/NO	

	(Examples of super specialty OTs are Cardio thoracic, Neurosurgery, and Joint Replacement etc. The same should be specified)		
--	--	--	--

Note: The above compliance will be assessed through documentary evidences to be submitted by the Hospital and if required by Nalco, same will be established by observations, interviews by Nalco.

### **FACILITIES APPLIED FOR**

*(There should be a provision of OPD, IPD and emergency facility for each specialty applied)*

Specialty/ Faculty  No of Super-specialty /specialty / Resident doctors	Service Provided YES or NO)	Equipment available for each specialty (append list if required)	Number of doctors available		
			Super specialist	Specialist	Resident Doctor
Anesthesiology					
Dermatology and Venereology					
Dentistry					
Bariatric surgery					
Burns					
Emergency Medicine					
Family Medicine					
General Medicine					
Geriatrics					
General Surgery					
Obstetrics and Gynecology					
Ophthalmology					
Orthopedic Surgery (including joint replacement)					
Otorhinolaryngology					
Pediatrics					
Psychiatry					
Respiratory Medicine					
Sports Medicine					
Day Care Services					
➤					
➤					
➤					
➤					
Cardiac Anesthesia					
Cardiology					
Cardiothoracic Surgery					
Clinical Hematology					
Critical Care					
• Common ICU					
• Specialty ICU (please specify)					
Endocrinology					

Hematology					
Hepato-Pancreato-Biliary Surgery					
Immunology					
Medical Gastroenterology					
Neonatology					
Nephrology					
Neurology					
Neuro-Radiology					
Neurosurgery					
Nuclear Medicine					
Oncology					
➤ Medical					
➤ Radiation					
➤ Surgical					
➤ Gynecological					
Paediatric Gastroenterology					
Paediatric Cardiology					
Paediatric Surgery					
Plastic and Reconstructive Surgery					
Rheumatology					
Surgical Gastroenterology					
Urology (including dialysis and lithotripsy)					
Vascular Surgery					
Transplantation Service					
➤					
➤					
➤					
➤					

The applying hospitals can add to list above mentioned. The above mentioned list is not comprehensive.

- The Hospital has to furnish the list of Specialist/ Super Specialist doctors attach to each faculty/ department with number of years of experience. Whether the listed doctors are full time, part time or on call basis to be indicated. If Nalco so desire, said information can be verified.
- Number of full time Para medical staffs attached to the said faculty or dept. also to be indicated with their qualifications.

## 1. **BLOOD BANK**

Blood Bank Services to be offered in the Hospital should furnish the following details.

- i. Blood Bank Services provided in the Hospital are **In-house/Outsourced**.
- ii. If outsourced, name of the outsourced agency: ..... (In case any agreements with the outside agency to be enclosed)
- iii. Component preparation facility available: Yes/ No..... (If yes, the components to be indicated)
- iv. Emergency Services – Available/Not Available

v. STAFFING AVAILABLE

- (a) .....
- (b) .....

vi. EQUIPMENT AVAILABLE FOR LABORATORY SERVICES in Blood Bank.

Sl.	Name of Equipment	Make/ Model	Calibration status	Whether AMC is in place (Yes/No)

2. **LABORATORY SERVICES**

(Following details to be furnished for the laboratory services to be provided).

- i. **TYPE OF LABORATORY SERVICE:**  
(List of services for Pathology, Biochemistry, Microbiology etc. being provided by the hospital to be furnished.)
- ii. **LABORATORY SERVICES BEING PROVIDED** : In-house/Outsourced  
(MoU with the Outsourced agency to be provided in case outsourced.)
- iii. EMERGENCY LABORATORY SERVICES -Available (24 Hrs.)/Not Available
- iv. Other parameters for
  - a. Total Staffing for laboratory including lab technicians.
  - b. Quality Controls of laboratory equipment: Through Internal/ External means.
  - c. Total number of consultants available with engagement status (Full time, part time or on call basis for Pathology test, Biochemistry test and Microbiology test.

v. EQUIPMENT AVAILABLE FOR LABORATORY SERVICES.

Sl.	Name of Equipment	Make/ Model	Calibration status	Whether AMC is in place (Yes/No)

3. **ANCLILLARY SERVICES**

- i. CSSD
  - a) Demarcated Area for Receiving, Cleaning, Packing, Sterilization and Storage of sterile material
  - b) Method of sterilizations (Autoclave, ETO, Plasma)
  - c) Quality Check for Sterilization (Chemical / Biological Indicators)
- ii. Pharmacy
  - (a) In house/ outsourced
  - (b) Emergency drugs made available in clinical areas

**DECLARATION:**

1. I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately.
2. I confirm that during Period of empanelment, I confirmed the validity of rates i.e. without any revision.
3. I hereby confirm that the rates will be charged to NALCO will not be higher than that being charged to any other Govt'/PSUs or any other organization empaneled with our hospital for the service being registered.

SIGNATURE OF THE HEAD OR AUTHORIZED NOMINEE

Name:

Date:

**MODE OF PAYMENT AND OTHER BILLING DETAILS**

1. On discharge of Nalco patient, the referral HOSPITAL shall send the bills to the concerned Unit of Nalco from where the patient of NALCO was referred, enclosing the following documents:-
  - a. Original referral letter of Nalco.
  - b. Signature of the patient/attendant on (each page of the itemised bill) the bills to be submitted to Nalco.( Daily bills/utilisation signed copy to be attached)
  - c. Copy of the discharge ticket.
  - d. Copies of the investigation report.
  - e. Copies/ notes of the prescription of Doctors prescribing medicine/ medical investigation/ medical procedure for the patients.
  - f. Other Bills/Cash Memos/Invoice of outsourced medicines/stents, consumables and investigations etc. from other agencies than the referral hospital with duly signed endorsed by the concerned employee/dependants.
2. The rates to be charged by Hospital should be agreed mutually between Nalco and the Hospital and shall be firmed for minimum duration of three year from the date of empanelment or till validity of the rates of the hospital or change in CGHS rates whichever is later. Subsequent revision will be as per terms and conditions of the contract. The agreed schedule of rate/charges of the empaneled hospital shall be effective from the date of issue of work order.
3. The agreed rates will also be applicable to retired employees of NALCO, subject to submission of proof of retirement from NALCO or authorization by Nalco authorized persons. The list of Nalco authorized persons will be intimated separately. Any revision of the authorized persons will be intimated by the DGM of Unit/GM/DGM Medical Services of Nalco Corporate office Bhubaneswar.
4. Nalco have different regional offices and Regional Manager (RM) of Regional Office/ Corporate office / Plant offices can issue credit letter for treatment of the employees of Regional office in favour of the local empaneled hospital for OPD & IPD treatment subject to billing amount is more than Rs.500/-.
5. The referral HOSPITAL shall not provide any credit facility to Nalco patients 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.

6. In case the bills are signed by any person other than the employee, the employee should authorize to sign on his behalf before discharge. If the employee is a patient and not in a position to sign, his or her dependant/ attendant may sign the bills indicating the not signing by the employees. Doctor certificate that the patient is unable to sign/certify.
7. The referral HOSPITAL shall extend the credit facility to Nalco and Nalco shall settle the credit bill within 30 (Thirty) days of receipt of the bill complete in all respects.
8. In addition to the bills, the referral hospital have to submit the bill in prescribed software Bill tracking portal as desired by Nalco, so that scrutinizing the bill will take minimum time and intervention.
9. Since, Nalco pays the dues through e-payment, the referral hospital has to comply all requirement for the same to facilitate payment.
10. Nalco will provide the details paid to the hospital patient wise with deduction being made if any for clarity of the hospital.
11. Any issue of non-compliance in the submitted bills will be intimated to referral hospital within 15 days of receipt of bills.
12. The payment against the bills are made after recovery of Income tax TDS, GST TDS and other statutory recoveries, as applicable.



**INSTRUCTIONS TO BIDDERS.****1.0 MODE, SUBMISSION, RECEIPT AND OPENING OF TENDER:**

- 1.1 All critical parameters of the contracts are indicated at PROPOSAL DETAILS i.e. refer INDEX OF NIT.
- 1.2 Tenders will to be uploaded in Nalco web site and will be issued to hospitals in soft PDF form through e-mail, who are presently empaneled with Nalco. The same also will be published in different national/local newspaper as per company's policy.
- 1.3 The bid documents are to be submitted in hard form on or before time & date specified at PROPOSAL DETAIL. The PART-I bids shall be opened at the time & date specified at Proposal details.
- 1.4 **E-mail bids shall not be accepted.**
- 1.5 In case deviation is unavoidable, bidders are instructed to give all deviations in the enclosed deviation statement sheet attached in NIT i.e. (Annexure-5) only. Deviation(s) listed at any other place of the tender shall not be considered and shall not be binding on NALCO. Bidders are advised to submit the complete set of Tender/NIT documents along with exception/ deviation statement to the tender terms & conditions. All covering letters & information are to be included in the offer.
- 1.6 NALCO shall not be responsible for any expenses incurred by the bidders in bidding process in connection with the preparation & submission or any other expenses for their bids. Interested bidder have to bear all expenses for bidding process including the costs associated with the preparation, submission of proposal, participating in discussions etc. including costs and expenses related with visits to NALCO offices. NALCO will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process. NALCO shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- 1.7 Each Hospital must conduct its own analysis of the information contained in this RFP. The Hospitals are expected to examine carefully the contents of all the documents submitted by them along with the bid.
- 1.8 The Hospitals is expected to carry out a detailed survey or investigation and undertake a comprehensive assessment of risks, costs and obligations associated with the particular empanelment before submission of the bid.
- 1.9 If requirement arises, NALCO at its discretion may revise the technical/commercial conditions and other related issues for the assignment, before acceptance of final bid. In that case all hospitals have to submit their revised proposal within stipulated time frame.
- 1.10 An agency may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. However such queries shall be responded within a reasonable time. Clarification, if any, can be obtained from only through E-Mail: [bishnupada.mishra@nalcoindia.co.in](mailto:bishnupada.mishra@nalcoindia.co.in) / [sourav.das@nalcoindia.co.in](mailto:sourav.das@nalcoindia.co.in) .
- 1.11 All documents pertaining to eligibility criteria must be clearly marked for reference to the respective points. Agency may note that by mere submission of the proposal shall not entitle his automatic qualification in the selection process.

- 1.12 Any printed literature and document submitted in any other language shall be accompanied by English translation. For the purpose of interpretation of the bid, English translation shall govern and it is the responsibility of the bidder for correctness in translation.
- 1.13 NALCO reserves the right to defer the date of tender opening in case the response is considered inadequate or due to any other reasons.
- 1.14 The bidder shall ensure submission of complete information / documents in the first instance itself. NALCO reserves the right to evaluate the offer based on the details furnished by the bidders on the scheduled date of tender submission without seeking any subsequent additional information.
- 1.15 **EARNEST MONEY: NIL**
- 1.16 **PRE-BID MEETING: Applicable in 2 phases ( As per date given in proposal details )**
- i) In 1<sup>st</sup> phase for all Odisha based Hospitals
  - ii) In 2<sup>nd</sup> phase for hospitals outside Odisha  
(Interested Bidders may get all their queries clarified in that meeting, they are advised to send their query in advance through e mail for discussion)
- 1.17 **QUANTITY VARIATION:**  
**Historical Information of expenditures by NALCO.**  
**Approx. Medical expenses by Nalco through outside medical facilities in different financial years.**
- |                     |                       |
|---------------------|-----------------------|
| <b>FY 2018-19 –</b> | <b>Rs. 22.59 crs.</b> |
| <b>FY 2019-20 –</b> | <b>Rs. 16.72 crs</b>  |
| <b>FY 2020-21 -</b> | <b>Rs. 25.93 crs</b>  |
- 1.18 **The above Medical expenses may vary** in future depending upon medical requirement by the employees/Ex-employees.

#### **ACCEPTANCE OF TENDER:**

- 1.19 NALCO reserves the right to reject or accept any or all the offers in full or part.
- 1.20 NALCO reserves the right to empanel any number of hospitals if found reasonable. The offered rates by Hospitals shall hold good for such an eventuality.
- 1.21 Hospitals may note that, Brief Order / Letter of Acceptance / Work Order placed, is in acceptance of their offer by NALCO and shall be binding on them. However, the bidder has to return a copy of LOA / Work Order duly signed by them or their authorized representative as a token of receipt of the same within ten (10) days of issue of the same for our records. In case of no communication of the same is received within the stipulated time from their end, it will be presumed that the party has received the Brief Order / Letter of Acceptance / Work Order.
- 1.22 Any communication such as Letter, BO, LOA, WO etc. shall be communicated to the Hospital through Registered post/ Speed post/ E Mail / Hand delivery. Any communication through any one or more of above modes shall be valid and binding on the Bidder.

- 1.23 NALCO reserves its right to call for original documents submitted as part of offer for verification if so deemed fit and also cross-check any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard. NALCO reserves the right to make use of available in-house data and those available in public domain for evaluation of the proposal that have been submitted against this request.
- 1.24 NALCO will examine the proposal for its completeness. **Incomplete proposals are liable for rejection.** Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bids. Any effort by a Bidder to influence the OWNER / client in their decisions, in respect of evaluation, will result in the rejection of their proposal.
- 1.25 NALCO reserves the right to accept or reject any proposal and to annul the evaluation process at any time without thereby incurring any liability to the affected participant.
- 1.26 **NALCO reserves the right to reject any Proposal if:**
- i. At any point of time, information submitted to NALCO is found incorrect/false.
  - ii. The Proposer does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
  - iii. Bidder should not be under liquidation, court receivership or similar proceeding and shall submit self-declaration for the same.
  - iv. The bidder is required to give the names of other firms / agencies / partnership firm / wholly owned or partly owned subsidiary etc. where they are having financial / professional stakes and also give a certificate if any such firm / agency are participating in the subject tender.
  - v. The bidder or its proprietor /partner(s)/director(s) of the firm should not have been convicted by court of law for an offence involving moral turpitude in relation to the business dealing during past seven years for acceptance of the offer. The bidder shall give affidavit to this effect. The affidavit must be affirmed before the competent judiciary authority or duly notarized by Notary.
- 2.0 **BID EVALUATION PROCESS TO BE CONFIDENTIAL:** Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder/ Hospital or other person not officially concerned with such process. Any effort by Bidder to influence the Owner's processing of bidding or award decisions may result in rejection of such Bidder/Hospital's bid.
- 2.1 **NEGOTIATIONS AND AWARD OF WORK:** Hospital are requested to quote their best prices considering the fact that price negotiation, may be held with the Hospitals whose price appears to be not reasonable. Bidder/Hospitals shall attend such negotiation meetings and if requested by the Owner shall provide the analysis of rates /break up of amount quoted by him to demonstrate the reasonability.
- 2.2 **AWARD OF WORK:**
- i. Letter of Acceptance or work order issued to the successful Bidders /Hospitals whose offer will be accepted for empanelment. The contract is binding on the bidder. Bidder/Hospital may return a copy of the same duly signed by the authorized representative as a token of acknowledgement of receipt.

- ii. Bidders may note that Letter of Acceptance (LOA) / Brief Order / Work Order placed, is in acceptance of their offer by NALCO and shall be binding on them. However, the bidder has to return a copy of LOA / Brief Order / Work Order duly signed by them or their authorized representative as a token of receipt of the same within fifteen days of issue of the same for our records. In case of no communication of the same is received within the stipulated time from their end, it will be presumed that the party has received the Brief Order / Letter of Acceptance (LOA) / Work Order. Any communication such as Letter, BO, LOA, WO etc shall be communicated to the Bidder through **Registered post/ Speed post/ e-mail/ Hand delivery**. Any communication through any one or more of above modes shall be valid and binding on the Bidder.

iii. **EXECUTION OF AGREEMENT:**

The successful Hospitals shall be required to execute an agreement with the Owner in the proforma on non-judicial stamp paper of Rs.100/- purchased in the name of the bidder/Hospital from any registered stamp vendor under the jurisdiction of the Orissa High Court within 10 days of the receipt by him of the notification of acceptance of the tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money or his initial security deposit will be forfeited and the acceptance of the tender shall be considered as cancelled. No bills shall be payable unless the agreement is executed.

- iv. The agreement should be executed in NALCO, Corporate Office Bhubaneswar within 10 days of receipt of LOA/BO or before starting of the work, whichever is earlier.
- v. No bill shall be payable unless the agreement is signed, if signing of agreement is applicable.

**3.1 TERMINATION**

- i. NALCO may terminate forthwith the Agreement if Hospital commits any gross negligence in carrying out its obligations and which is left un-remedied during a period of 15 days after written notice thereof is given to Hospital.
- ii. NALCO shall have the right to terminate the contract without notice in the event of any directions or restrictions imposed by the Government of India or any statutory authority, which may affect the WORK.
- iii. In the absence of timely performance by Hospital, NALCO reserves the right to utilize the services of any other Hospital without notice at risk & cost of defaulting Hospital. This will be without prejudice to the right of NALCO for any other action including termination.
- iv. Termination of the Agreement shall not affect:
  - a. Nalco's obligation to make payments which have become legally due prior to the termination of the Agreement, after all due adjustments.
  - b. Right to take any action by the two parties under the Agreement and law.

**3.2 SETTLEMENT OF DISPUTES & ARBITRATION**

- i. In the event of any question, dispute and/or difference whatsoever arising under this assignment in connection therewith including any question relating to existence, meaning and interpretation of this assignment or any alleged breach thereof, the same will be settled as far as possible by mutual discussions of the parties.

- ii. Notwithstanding any such claim under arbitration, the Hospital shall continue to perform the services unless it is the subject matter of the dispute of referred to arbitration.

**3.3 TAXES & DUTIES: As applicable to medical practice and hospitals have to comply all govt statutory guideline relating paying tax and income tax.**

**3.4 PRICE VARIATION: NOT APPLICABLE.**

**3.5 INTEGRITY PACT : APPLICABLE**

Bidders are required to unconditionally accept the “Integrity Pact (IP)” (executed on plain paper), as per format attached as Annexure-8 in the NIT, and submit the same duly signed on all pages by the Bidder’s Authorized Signatory along with the offer proposal. Bidder and its Subsidiary (IES) and/or Holding Company and/or Subsidiary (IES) of its Holding Company / Consortium members if permitted as per NIT, shall individually sign Integrity Pact (IP) and shall be submitted in a separate sealed envelope before stipulated Project Proposal submission time at the address specified in Data Sheet. Bidder’s failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP)’ shall lead to outright rejection of Project Proposal as being non-responsive.

In case of selected bidder being a Consortium, in addition to above, after incorporation of Joint Venture Company, Integrity Pact shall be signed by the Joint Venture Company along with Project Agreement.

➤ **Independent External Monitor (IEM):**

- i. In respect of this Tender, the Independent External Monitors (IEM) would be monitoring the Bidding Process and execution of Project Agreement to oversee implementation and effectiveness of the Integrity Pact Program.
- ii. At present, the following three Independent External Monitor(s) (IEMs) are there in NALCO.

Smt. Deepa Krishan IRS (Retd.) C 2603, Sushant Lok-1 Gurgaon, Haryana PIN-122002 E-mail: deepakrishangmail.com	Dr. Meeran C Borwankar, IPS (Retd.) C 10/5, Vasant Vihar New Delhi-110052 E-mail: <a href="mailto:mcborwankar@gmail.com">mcborwankar@gmail.com</a>	Ms Archana Ranjan IRS (Retd.) A 4/1, Vasant Vihar New Delhi- 110057 E-mail <a href="mailto:ranjan.archana@gmail.com">ranjan.archana@gmail.com</a>
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Bidder may write to either of the IEMs through e-mail for their grievances related to integrity pact if any, giving details of tender, name of the tender issuing officer etc for quick identification of tender by the IEM to resolve their grievances.

iii.

"Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials, as per details given below "

i. Mr. Bishnupada Mishra, DGM (Elect.) T&C, P&T Dept. NALCO Corporate Office, Bhubaneswar

Email: [bishnupada.mishra@nalcoindia.co.in](mailto:bishnupada.mishra@nalcoindia.co.in)

ii. Mr. Sourav Das, DGM (Medical Services) NALCO Corporate Office, Bhubaneswar.

Email: [sourav.das@nalcoindia.co.in](mailto:sourav.das@nalcoindia.co.in)

- iv. IEM is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NALCO or directly with the IEMs at above Address:
- v. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO including that provided by the Bidder. The Bidder will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Subsidiary (IES) and/or Holding Company and/or Subsidiary (IES) of its Holding Company / Consortium members/Sub Contractors with confidentiality.
- vi. Tender Inviting Authority is the Nodal Officer for necessary coordination in this regard:
- vii. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall en-cash the Contract Performance Bank Guarantee/Performance Guarantees, in accordance with Section 6 of Integrity Pact.'
- viii. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS****In case of no deviation please write 'No Deviation' in the space below:**

Sl. No	Reference of Tender Document			Subject	Deviation / Exception
	Page No.	Clause No.	Para No.		

**Signature of the Bidder & Seal of bidder.**

**SCHEDULE OF RATES (BOQ) FOR EMPANELLED HOSPITAL****GROUP- A**

1. Hospital shall charge accommodation fee per day inclusive of nursing charges as per following for 24 hrs. Occupancy per day. However, less than one day will also be consider as one day during checking out from the hospital. However, Nalco will intimate the eligibility criteria for availing type of accommodation in the referral letter of the employees. Accordingly, Hospital has to accommodate appropriate as per following table for the different grades of Nalco employees.

GRADE OF NALCO EMPLOYEES	MONETARY CEILING IN RS
W1/W2/W3/T0/P0/M0/NON-EXECUTIVE TRAINEE	1000
W4/T1/P1/M1, W5/T2/P2/M2, W6/T3/P3/M3/S0, WSG/T4/P4/M4/S1, T5/P5/M5/S2	1500
T6/P6/M6/S3, T7/P7/M7/S4, T8/P8/M8/S5, SG, GET, E0, E1	2250
E2, E3, E4	2500
E5, E6	3000
E7, E8	3500
E9, DIRECTORS & CMD	ACTUAL

It is preferred to provide A/C accommodation for all groups may be A/C ward or Cabin or whichever as per eligibility.

(PAGE 1 / 2 OF BOQ)



## GROUP- B

Hospitals have to offer the following in their price bid.

- i. Medical charges excluding the rates indicated at sl no 01 of GROUP-A above.  
\_\_\_\_\_ % equal to / below / above CGHS Rates (of respective state/city)

NB:

- i. Hospital has to accept unconditionally the rates indicated at sl. no (1) of Group-A
- ii. Please refer Special condition of contract and bid evaluation methodology before quoting.
- iii. BOQ Page-1 & Page-2 will be sealed in a separate envelop and super scribed as “ **SEALED PRICE BID**” and this need to be enclosed with separately sealed techno-commercial bid for evaluation. Price bid will be opened for bidders, who will qualify the Hospital Potential matrix and as indicated at Bid evaluation methodology.

**PAGE 2 / 2 OF BOQ)**

## **ANNEXURE -7**

<b>DOCUMENTS TO BE SUBMITTED WITH THE BID AS HARD COPY/SOFT COPY.</b>	
Annexure- 7A	AFFIDAVIT TO BE SUBMITTED BY THE BIDDER FOR CRIMINAL BACKGROUND.
Annexure -7B	LETTER OF AUTHORITY.
Annexure – 7C	DECLARATION BY THE BIDDER
Annexure – 7D	DECLARATION OF RELATIVE
Annexure – 7E	BANK MANDATE FORM FOR E-PAYMENT
Annexure - 7F	GST DATA of VENDOR
Annexure - 7G	FORMAT OF AGREEMENT FOR EMPANEL HOSPITAL/DIAGNOSTIC CENTRE
Annexure – 7H	INTEGRITY PACT

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. Besides, bidder should furnish litigation history of their firm or group firm (if claiming fulfilment of eligibility criteria on group entity terms). The litigation history shall be as per the following Format:

### **AFFIDAVIT TO BE SUBMITTED BY THE BIDDER**

1. The undersigned do hereby certify that all the statement made in the bid and attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorized and request (s) any bank, person, firm or Corporation, Govt. officers to furnish pertinent information as deemed necessary and as requested by NALCO to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of NALCO.
5. INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF BIDED OR ABANDONMENT OF WORK BY THE BIDDER

1.	(a)	Is the bidder currently involved in any litigation relating to the works.	Yes/No
	(b)	If yes,: give details:	
2.	(a)	Has the bidder or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years.	Yes/No
	(b)	If yes, give details:	
3.	(a)	Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last 5 years.	Yes/No
	(b)	If yes, give details:	

- (i) Arbitration cases pending.
- (ii) Disputed incomplete works.
- (iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- (iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings

**Note:** If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

**Signature of the Bidder**

**Date:..... (With Seal)**

**LETTER OF AUTHORITY**

***[Proforma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']***

Ref:

Date:

**National Aluminum Company Ltd;  
NALCO BHAWAN, P/1, Nayapalli,  
Bhubaneswar-751013**

**Sub:**

Dear Sir,

**I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending any Negotiations/ Meetings/ Un-priced Bid Opening/Price Bid Opening for subsequent correspondence/communication against the above bidding documents:**

- |                       |       |
|-----------------------|-------|
| 1. Name & Designation | ----- |
| Signature             | ----- |
| Phone/Cell            | ----- |
| Fax                   | ----- |
| E-mail                | ----- |
|                       |       |
| 2. Name & Designation | ----- |
| Signature             | ----- |
| Phone/Cell            | ----- |
| Fax                   | ----- |
| E-mail                | ----- |

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Yours sincerely,

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation & Seal

**Note: This letter should be on the letterhead of Bidder and signed by a person competent and having Power of Attorney. Not more than two (2) persons per Bidder shall be permitted.**

**DECLARATION BY THE BIDDER**

I \_\_\_\_\_ REPRESENTING THE BIDDER, DO DECLARE ON BEHALF OF THE FIRM AS HEREUNDER :

\* That, I am the PROPRIETOR of the bidder's firm. I undertake to submit proof of ownership as and when demanded by NALCO. - **OR**

\* That I am the authorised signatory to the tender documents holding valid Power of attorney. Certified copy of the valid power of Attorney is enclosed with the offer.

**NOTE: Strike out whichever is not applicable.**

- (a) That, we do not have any FINANCIAL/PROFESSIONAL stake in any of the other bidders participating in this tender;
- (b) That, this firm has not been blacklisted/debarred/banned in any unit of NALCO/Other PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.
- (c) That, we are not in any arbitration/legal cases with NALCO and no cases are pending in court of law.
- (d) That, the proprietor/partners/directors/ employees of the firm have never been a part of any blacklisted/debarred/banned firms or company in any unit of NALCO/Other PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.
- (e) That, we have never been prosecuted by any statutory authority
- (f) That, any change in the constitution of the firm shall be made with prior clearance from NALCO.
- (g) That, we have studied all the clauses/sub-clauses terms and conditions of the tender documents including GCC and our offer fully comply with the requirements spelt out in the tender documents.
- (h) We undertake to abide by and comply with all the safety and environmental regulations in force in NALCO during the execution of work.
- (i) We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged by you for this work.
- (j) We undertake to receive payment through E-payment mode.
- (k) The **Annexure 5(D)** regarding relatives working in NALCO are filled up and enclosed.
- (l) That we have quoted the rates in figures as well as words.
- (m) We declare that all supporting documents of the offer submitted are attested by a Gazetted officer / Notary public.
- (n) I/we declare that the document down loaded by me/my company is/are not tampered in any form.

I further declare that all above statements are true. If at any time during pre-ordering/post ordering stage of the contract, it is found otherwise, action as deemed fit by NALCO including 'rejection of my offer' / 'banning/blacklisting' me/my firm / my company. The same will be binding on me / firm / company represented by me.

Name of the Signatory \_\_\_\_\_

Postal address of the firm: \_\_\_\_\_

PAN No : \_\_\_\_\_ TIN No : \_\_\_\_\_

GSTIN NO \_\_\_\_\_

EPF No : \_\_\_\_\_ ESI No : \_\_\_\_\_

Phone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_ Email Address : \_\_\_\_\_

Date: \_\_\_\_\_

**(Signature and official seal of the Proprietor / Authorised Person)**

**DECLARATION OF RELATIVE.**

The tenderer shall carefully study the list of directors of NALCO given below and state "Yes" or "No" to questions given.

	Full Time Functional Directors		Part-time Non-official (Independent) Directors
1.	Shri Shridhar Patra, CMD	1	Shri Ravinath Jha
2.	Shri Ramesh Chandra Joshi, Director (Fin)	2	Dr. B. R. Ramakrishna
3.	Shri Sadashiv Samantaray ,Director(Commercial)	3	Adv. George Kurian
4.	Shri Pankaj Kumar Sharma ,Director (Production)	4	Dr. Ajay Narang
5	Shri Jagdish Arora,Director(Project & Technical) & Director (HR) Additional charge .	5	Shri Y.P. Chillio
	(Government Nominee Directors)	6	Ms. (Dr.) Shatorupa
1.	Shri Sanjay Lohiya, IAS	7	Adv. Dushyant Upadhyay
2	Dr. Veena Kumari Dermal.	8	Shri Sanjay Ramanlal Patel

Sl. No.	Description	Write "Yes" or "No"
1.	Whether the tenderer is a relative of any of the directors of NALCO?	
2.	If the tenderer is a firm, any of NALCO Directors or any of their relatives is a partner in the tender's firm?	
3.	If the tenderer is a Company Registered under Company's Act 1956, whether any of NALCO's Directors is a member of Director of the Company?	

**Note:** If Yes to any of the above questions, please give the name of NALCO's Director and relationship of the tender / partner / member / Director as the case may be.

Sl. No.	Name	Relationship

Important: Suppression of information shall be viewed seriously and action deemed fit would be taken including termination of the contract.

(Strike out which is not applicable)

- I/We hereby declare that none of my/our relative is an employee of NALCO.
- I/We hereby declare the following are the employee/s of NALCO is/are my/our relative/s.

Sl.No.	Name of the employee/ P.No. / Designation/Place of Posting.	Relationship with the employee.
1		
2		

(Please attach extra sheet, if required)

**SIGNATURE OF THE TENDERER**

# Bank MANDATE FORM for e-payment

**(To be submitted in Duplicate)**

To  
NALCO, Bhubaneswar,  
Dear Sir,

Sub.- Authorization for release of payment due from NALCO.....through e-mode facilities of RTGS/NEFT/Internet Banking.

Refer Order No..... Date.....

And/ or Tender/ Enquiry/ Letter No..... Date.....

(Please fill in the information in CAPITAL LETTER PLEASE tick wherever it is applicable)

1. Name of the party : .....
2. Address of the party: -----Pin Code ..... E-mail ID: .....
- Permanent Account Number. : .....
3. Particulars of Bank :

Bank Name				Branch name			
Branch Place				Branch City			
Pin Code				Branch Code			
MICR.							
No.							
Account type		Savings:		Current:		Cash Credit:	
Account No.(as appearing in the Cheque Book).							
(9 digits code number appearing on the MICR band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account number )							
IFSC Code.							

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Aluminium Company Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through Internet / RTGS / NEFT.

Place:

Date: \_\_\_\_\_ Signature of the Party / Authorized Signatory \_\_\_\_\_

Certified that particulars furnished above are correct as per our record.

Bank's Stamp:

Date: \_\_\_\_\_ (Signature of the Authorized Official from the Banks)

**N.B.: RTGS / NEFT charges if any, is to borne by the party.**

## **GST DATA OF VENDOR**

1. As per the GST Law, NALCO need to register 15-digit GSTIN (GST identity number) of the registered vendor to record in NALCO systems for future transactions with effect from July 1<sup>st</sup> 2017.
2. In case, if you are a vendor with us, mention the type of registration (Registered/Non-Registered/Compounding Scheme).

SL NO		
01	Vendor Name:	
02	Vendor Code:	
03	Vendor's: <GSTIN NO> & <Registered/Non Registered/ Compounding Scheme >:	
04	Vendor's Service Tax Registration Number:	
05	Type of Services for which ST registration availed:	
07	PAN Number:	
08	Vendor's Phone Number:	
09	Vendor's mail id:	
10	Name of the contact person of the Vendor:	

DATE:

Signature of Bidder



**FORMAT OF AGREEMENT FOR EMPANEL HOSPITAL/DIAGNOSTIC CENTRE**

This Agreement made this day of \_\_\_\_\_ in the year Two Thousand and twenty two between the National Aluminum Company Ltd. (A Government of India Enterprise) having its Registered Office at NALCO BHAWAN, P-1, Nayapalli, Bhubaneswar-751061 (Orissa) (hereinafter referred to as the "NALCO" or "Client") which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors and assigns on the one part and M/s. \_\_\_\_\_ (Referral Hospital) which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors and assigns on the other part.

WHEREAS NALCO intends to engage the referral hospital for treatment of their employees and dependent as per the detail terms and conditions of the NIT issued for the purpose.

WHEREAS the Referral hospital possess the requisite competence and experience with infrastructure to perform the services. WHEREAS the referral hospital is willing to provide services as per terms and conditions set forth herein.

All the following documents shall form the part of this Agreement.

- i) RFP along with its enclosures.
- ii) Detailed Letter of Award along with its enclosures.

In witness whereof the parties have executed these presents on the day and the year above written.

Signed and delivered for and on behalf of Nalco

Signed and delivered for and behalf of the Client  
on behalf of the Hospital / Diagnostic Centre

M/s. National Aluminium Co. Ltd.

M/s. \_\_\_\_\_

Date:

Date:

Place:

Place:

Witness:

Witness:

- 1.
- 2.

- 1.
- 2.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2023, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar-751013, Odisha, India (referred to as NALCO) acting through Shri \_\_\_\_\_ (with designation of the Officer) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS the BUYER proposes to procure \_\_\_\_\_ and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking/ partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Company under the administrative control of the Ministry of Mines, Govt. of India.

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will comment to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or

immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

#### 4. Previous Transgression

4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.

4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5.. Sanctions for Violations :

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit ( in pre-contract stage) and/or Security Deposit / Performance Bond ( after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
6. Independent External Monitors (IEMs):
- 6.1. The BUYER has Nominated Independent External Monitor (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission. The appointed IEM for this pact is:

**Smt. Deepa Krishan IRS (Retd.)**  
**C 2603, Sushant Lok-1**  
**Gurgaon, Haryana**  
**PIN-122002**  
**e-mail: [deepakrishang@mail.com](mailto:deepakrishang@mail.com)**

**Ms Archana Ranjan, IRS (Retd.)**  
**A 4/1, Vasant Vihar,**  
**New Delhi-110057**  
**e-mail: [ranjan.archana@gmail.com](mailto:ranjan.archana@gmail.com)**

**Sri Janak Digal, IAS(Retd)**  
**Plot No.-1B/2, Sector-11, CDA**  
**Market Nagar, Cuttuck-753013Odisha .**  
**e-mail: [janakdigal85@gmail.com](mailto:janakdigal85@gmail.com)**

- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. Facilitation of Investigation:
- In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
8. Law and Place of Jurisdiction:
- This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
9. Other Legal Actions:
- The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity:
- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD,NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:

Designation:

Company: NALCO

Official Seal

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_