



OFFICE OF SENIOR STATE MEDICAL COMMISSIONER
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)
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No: K/ 21/U/16/51/SST Tie-up/ SMC

Dated: 29 August, 2017

Expression of Interest (EOI) for Empanelment for super speciality treatment and/or diagnostic services to ESI beneficiaries at Kanpur, Lucknow, Gorakhpur, Allahabad, Agra, Saharanpur, Meerut, UP

OFFICE OF SENIOR STATE MEDICAL COMMISSIONER, EMPLOYEES' STATE INSURANCE CORPORATION, (Ministry of Labour & Employment, Govt. of India), PANCHDEEP BHAWAN, Sarvodaya Nagar, Kanpur, Uttar Pradesh- 208005, invite tender / EOI from Government / Semi Government / CGHS approved/ State/ ECHS/ PSU Approved / Private Hospitals of repute for empanelment of Superspeciality treatment and Investigations on cashless basis for ESI beneficiaries at CGHS/ESIC/AIIMS Rates as in force from time to time. The applicants shall download the tender document from our website www.esic.nic.in, www.esicuttarpradesh.org.

Application in sealed envelope complete in all respect should reach the office OF SENIOR STATE MEDICAL COMMISSIONER, EMPLOYEES' STATE INSURANCE CORPORATION, (Ministry of Labour & Employment, Govt. of India), PANCHDEEP BHAWAN, Sarvodaya Nagar, Kanpur, Uttar Pradesh-208005.

As per the schedule given below:-

Last date of receipt of EOI / tender form-	15/09/2017 upto 5:00 pm
Date & time of opening tender-	16/09/2017 at 10:00Am
Performance bank guarantee -	05 Lacs (For SST Hospitals) 01 lacs (For Diagnostic Centre)

Application form

(For empanelment of super speciality Hospitals/ Diagnostic Centers)

To,

**The Sr. State Medical Commissioner,
ESIC, Panchdeep Bhawan,
Sarvodaya Nagar,
Kanpur, Uttar Pradesh, PIN-208005**

Subject: Expression of Interest (EOI) for Empanelment for super speciality treatment and/or diagnostic services to ESI beneficiaries, at Kanpur, Lucknow, Gorakhpur, Allahabad, Agra, Saharanpur, Meerut, UP

Sir,

In reference to your advertisement in the news paper / website dated , / We wish to offer super speciality treatment and/or diagnostic services to ESI beneficiaries on cashless basis.

I/we Pledge to abide by the terms and conditions of the tender document and I/We also certify that the above information as submitted by me/us in Annexures I,II,III and IV is Correct and I/We fully understand the consequences of default, if any.

(Name and signature of the Proprietor)

Place:

Date:

Enclosures: duly filled Annexures I,II,III ,IV and Demand Draft.



**OFFICE OF SENIOR STATE MEDICAL COMMISSIONER
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(Ministry of Labour & Employment, Govt. of India)
PANCHDEEP BHAWAN, Sarvodaya Nagar, Kanpur,
Uttar Pradesh-208005

No:K/ 21/U/16/51/SST Tie-up/ SMC

Dated: 29 August, 2017

Annexure I

TERMS AND CONDITIONS

(please read all terms and conditions carefully before filling the application form and annexures thereto)

1. General Terms and Conditions:-

a) The Hospitals/ Diagnostic Center which have already been empanelled with this office for superspeciality treatment/investigation should also give their expression of interest for continuation of services afresh on prescribed form along with cost of form and necessary enclosures otherwise their contract would be treated as terminated on respective due date.

Hospitals / diagnostic centre which have already been applied for empanelment with this office for superspeciality treatment / investigation should also give their expression of interest on prescribed form along with cost of form and necessary enclosures otherwise their previous request treated as cancel.

b) The cost of the application form and tender document is Rs 1000/- (One thousand only) Non Refundable which is payable in the form of a Demand Draft drawn on any nationalized/ Scheduled bank in favour of ESIC fund Account No-1 Payable at SBI Kanpur. Duly completed tender forms may either be dropped in person in tender box kept at the , Regional Office or be sent by Registered/Speed post. The sealed envelope should be super scribed "**Tender for empanelment of Hospitals & Diagnostic Centers for Super speciality treatment and investigations**". Documents received after the scheduled date and time (either by hand or by post) or open tender or tenders received through e-mail/fax or without the prescribed fee shall summarily be rejected.

c) Rates of package and procedure should be as per Revised CGHS rate, If CGHS rate are not available for procedure then ESIC rate / AIIMS Rate. CGHS Kanpur rates will be applicable for all non CGHS approved city.

d) Contract may be awarded to one or more Tenderers in a particular area depending upon the concentration of ESI beneficiaries.

e) Tenderer is at liberty to apply for any number of super specialty treatment/super specialty Investigations.

f) Successful tenderer (who intends to apply for Superspeciality treatment/Investigations) shall have to furnish a security deposit of Rs 5 lacs or 1 Lacs as applicable, in the form of account payee demand draft or bank guarantee from any of the nationalized bank having validity of 24 plus 2 months (60 days extra from the expiry of contract) and the same will be refunded without any interest after

termination/completion of the contract.

- g) Application form and (**Annexure I, II, III & IV**) should be duly filled and signed by the proprietor, or duly authorized person.
- h) The applications, if received, from the Hospitals/diagnostic Centers which have been de-empanelled by ESIC/CGHS/or any other Govt. Institution, will not be taken into consideration for three years from the date of de-empanelment.
- (I) An Agreement on stamp paper of Rs. 100/- shall be signed with Hospitals/Diagnostic Centers that are approved for empanelment after finalizing verification/physical verification of records / institution and incidental charges related to agreement shall be borne by the Empanelled centre. Contract will be effective from the date of the contract.
- (II) Only those applications will be considered for Award of contract that fulfill all the technical conditions and also have satisfactory report of inspection committee. Technical Bid must be accompanied with all prescribed mandatory documents duly verified & signed, failing which the bid will not be entertained.
- (III) ESIC may enter in to agreement with a bill processing agency (BPA) for bill scrutiny ,processing ,payment of SST bills. A separate sub agreement for bill processing with UTI- ITSL (BPA) is an integral part if this agreement with ESIC.

~ 2. **Criteria for empanelment of HCOs through advertisement are under:**

(A) The hospitals must satisfy the following conditions:-

- b) Hospitals with 100 or more beds in CGHS implemented city and 50 for Non CGHS implemented city with treatment facilities in at least three of the following Super Specialties –
- Cardiology & Cardiothoracic surgery.
 - Nephrology & Urology including Renal Transplantation .
 - Endocrinology & endocrine Surgery .
 - Neurosurgery & Neurology.
 - Gastro-enterology & GI Surgery including Liver Transplantation.
 - Oncology - (Surgery, Chemotherapy and Radiotherapy).
- c) Cancer hospital having minimum of 50 beds and all treatment facility for cancer including radiotherapy (approved by BARC/AERB).
- d) *The health care organizations should preferably be accredited by National Accreditation Board for Hospitals & health care Providers(NABH)/ National Accreditation Board for Testing and Calibration Laboratories(NABL)*
- e) *Private hospitals already on the panel of CGHS for super specialty treatment/investigation) will given preference can be empanelled subject to fulfilling relevant eligibility criteria.*
- f) *If CGHS approved hospital are not present at desired place / city then preference given to CSM(A), ECHS/ State/ PSU (BSNL, Railway, ONGC, Power Corporation Banks etc) empanelled hospitals/ Diagnostic centres.*
- g) Intensive Care Unit with minimum ten beds.
- h) 24 hours emergency services managed by technically qualified staff.
- i) Provision of dietary services.
- J) Blood Bank services.

(B)-The Diagnostic Centers must satisfy the following conditions:-

a) For Diagnostic Centers should have Super Specialty Investigation facilities i.e. CT scan, MRI, PET Scan, Echocardiography, Scanning of bones and other body parts, Bio Chemical and Immunological investigations etc. required for super specialty treatment in addition to routine investigation facilities.

Note: Super specialty hospital may have in-house investigation facilities for providing super specialty treatment.

(C)- The scope of services to be covered under SST are as under:

- a) Any treatment rendered to the patient at a tertiary centre/SST hospital by a super specialist
 - b) Cardiology and cardiothoracic vascular surgery
 - c) Neurology and neurosurgery
 - d) Pediatric surgery
 - e) Oncology and onco surgery
 - f) Urology/Nephrology
 - g) Gastroenterology and GI surgery
 - h) Endocrinology and endocrine surgery
 - i) Burns and plastic surgery
 - j) Reconstruction surgery
- b) Super specialty investigations: this will include all the investigations which requires intervention and monitoring by super specialist in the disciplines mentioned above. In addition the following specialized investigations will also be covered under SST:
- a. CTscan
 - b. MRI
 - c. PET scan
 - d. Eco cardiography
 - e. Scanning of other body parts
 - f. Specialised bio-chemical and immunological investigations
 - g. . Any other investigation costing more than Rs. 3000/- per test

3. Conditions Related to Packages and Rates

I(a) Package rate shall mean and include lump sum cost of in-patient treatment/day care/diagnostic procedure for which a ESI beneficiary/ESI staff (serving and retired) has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to):

(1)Registration charges (2). Admission charges (3.) Accommodation charges including patients' diet (4). Operation Charges (5).Injection Charges (6).Dressing Charges (7).Doctor/consultant visit charges (8).ICU/ICCU charges (9).Monitoring Charges (10).Transfusion charges (11).Anesthesia charges (12).Operation Theatre charges (13).Procedural charges/Surgeon's fee (14).Cost of surgical disposable and all sundries used during hospitalization (15).Cost of medicines (16).All other related routine and essential investigations (17).Physiotherapy (18).Nursing care and charges for its services and all other incidental charges related thereto.

I(b) The Bidding Hospital/Diagnostic Center shall provide certain discounts on drugs/treatment/procedures/ devices. These are:-

- (i). 15 % discount on hospital rates if there is no package procedure under CGHS/ ESIC/AIIMS/Govt Hospital Rates.
- (ii). For devices/stents etc. not described in CGHS rates/terms & conditions, 15 % discount on Maximum Retail Price (MRP).
- (iii). In case of drugs, not available in the CGHS package/Procedure, 10% discount on the MRP.
- (iv). In case of emergency, if the ESI patient is admitted for the speciality/ super-speciality procedure/investigation for which the hospital/ d iagnostic centre is not empanelled to, the hospital/ diagnostic centre shall levy CGHS/ESIC/AIIMS approved rates for the procedure/investigation. If no such-rates are available, then there shall be a discount of 15 % on normal scheduled rates of the hospital with prior permission of SSMC Office; Kanpur, UP
- (v). The empanelled hospital shall not refuse to treat any ESI patient in case of emergency in any specialty/super specialty which is available in hospital despite it is empanelled or not for the same. However, intimation for approval has to be given to the office of SSMC as soon as practicable/preferably next working day in case of holiday. In case of genuine delay, reason should be given and approval should be taken from SSMC office.
- (vi). Cost of implants/stents/grafts is reimbursable in addition to package rates as per CGHS/ AIIMS ceiling rates for the same.
- (vii). Hospital/diagnostic centers empanelled under Sr. State Medical Commissioner, ESIC, Kanpur, Uttar Pradesh, shall not charge more than package rate. The services provided to ESIC beneficiaries shall be cashless.
- (viii). Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and are not included in package rates.

, **II.** Envisaged duration of Package rates for indoor treatment is as follows»

~/ a) Up to 12 Days: for Specialized (Super specialty) treatment up to 7 Days: for the other Major Surgeries

b) Up to 3 Days: for Laparoscopic Surgeries/normal Deliveries

c) 1 Day: for day care/Minor OPD surgeries.

III. Increased duration of indoor treatment due to infection or the consequences of surgical procedure if not justified or due to any improper procedure will not be reimbursed.

IV. However, Extended stay more than period covered in the package rate may be permitted in exceptional cases provided the same is supported by relevant documents and medical records and certified as such by hospital. The additional reimbursement shall be limited to accommodation charges as per entitlement, investigation charges at approved rates, and doctors' visits, charges (two visits / day) and cost of medicine for additional stay. The approval from SSMC office, Kanpur, Uttar Pradesh is required in the matter and the same shall be attached with the bill so sent for payment.

V. The package rates given in CGHS rate list are for Semi-private Wards. If the beneficiary is entitled for general ward, there will be a decrease of 10% in the rates: For private ward entitlement, there will be an increase of 15% . However the rates shall be same for investigations irrespective of entitlement, whether the patient is admitted or not and the test, per se, does not require admission.

VI. A hospital/diagnostic center empanelled under State Medical Commissioner, ESIC, *Kanpur Uttar Pradesh* whose rates for treatment procedure/test are lower than the CGHS prescribed rates shall charge as per the rates charged by them from Non - ESIC Beneficiaries and will furnish a certificate that rate charged are not more than from Non - ESIC Beneficiaries. Duly Certified rate list of the procedures/services being provided by hospital / empanelled centre is to be submitted along with tender document.,

VII. The maximum room rent for different categories would be as per CGHS rates/terms & conditions prevailing for CGHS city applicable as revised from time to time by CGHS.

(a) Room rent is applicable only for treatment procedures for which there is no CGHS prescribed package rate. Room rent will include charges for occupation of Bed, diet for the patient, charges for water and electricity supply, linen charges, nursing and routine up keeping. Room rent for different categories would be as per CGHS terms & conditions.

(b) During the treatment in ICCU/ICU, no separate room rent will be admissible.

(c) Private ward is defined as a hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath).

The room shall have furnishings like wardrobe, dressing table, bedside table, sofa set etc. as well as a bed for attendant. The room has to be air conditioned.

(d) Semi private ward is a hospital room where 2 or 3 patient are accommodated which has attached toilet facilities and necessary furnishings.

(e) General ward is defined as Hall that accommodates 4 to 10 patients.

(t) Normally treatment in higher category of accommodation than the entitled category is not permissible, however in case of an emergency when entitled category accommodation is not available; admission in immediate higher category is to be allowed till entitled accommodation is available. Even in this case the empanelled centre has to charge as per entitlement of the patient.

VIII. The hospital/diagnostic centre shall provide treatment/investigation on cashless basis to the Insured person and dependent family member.

IX. If one or more minor procedures form part of a major treatment procedure then package charges would be permissible for major procedure and only 50 % of charges for minor procedures.

X. Any legal liability arising out of such services shall be the sole responsibility of the

empanelled Hospital/Centre and shall be dealt with by the concerned empanelled hospital/diagnostic centre. However, Services will be provided by the hospital/diagnostic centre as per the terms of contract.

XI. Direct admission without referral form should not be entertained at all except in life saving conditions such as cardiac/neurological emergencies, road side accidents, emergencies needing immediate ventilatory support with ICU care etc. Such cases shall be reported to the office of SSMC (Uttar Pradesh) immediately and latest within 24 working hours positively with necessary documents only through authorized representative of empanelled centre. However, Ex-post-facto approval shall be given by the SSMC office after having complete and valid justification from the treating hospital/centre, at his/her sole discretion.

XII. Empanelled Centres will investigate/treat the ESI beneficiary patient only for the condition for which they are referred with permission, and in the specialty/surperspeciality and/or purpose for which they are approved by ESIC. However, In case of unforeseen emergencies during admission necessary life saving measures may be taken and concerned authorities may be informed accordingly with justification for approval as soon as it is practicable to do so.

XIII. During the in-patient treatment of ESI beneficiary, the tie-up hospitals/empanelled centre will not ask the attendant to provide separately the medicine/sundries/equipment or accessories from outside and will provide the treatment within the package rates, fixed by the CGHS which includes the cost of all the items.

XIV. In case of any natural disaster/epidemic, the hospital/diagnostic centre shall have to fully cooperate with the ESIC and will convey/reveal all the required information, apart from providing treatment/investigation facility.

XV. The empanelled centre will have to report on daily basis the details of admitted patients for indoor treatment to Sr. State Medical Commissioner Uttar Pradesh on e-mail address smc-up@esic.in as per the prescribed format, failing which hospital may be considered for de-empanelment.

4. Special Terms and Conditions for Diagnostic Centers.

- a) The tenderer and his representative should always be available / approachable over phone for this purpose a Nodal Officer shall be nominated from hospital/diagnostic centers to interact with ESIC beneficiaries. His mobile number/e-mail ID/fax should be made available to ESIC.
- b) In emergencies, the centre should be prepared to inform Reports over the telephone/e-mail/Fax.
- c) The centre must be standard one (and if NABL accreditation submit such proof), with standard equipment, re-agents etc, qualified and trained manpower.
- d) Bills should be sent monthly in triplicate, and should be accompanied by a copy of each of referral Form/slip and related documents. The lab shall deliver reports in duplicate to the hospital in person.
- e) Committee members shall visit the lab at any time either before entering in to the contract, or at any time during the period of contract. The tenderer shall be prepared to explain / demonstrate to the queries of the members.
- f) In future, if the requirement of digital bills is made mandatory, the hospital/diagnostic centers shall comply with the same.
- g) The Diagnostic Centers should have Super Specialty Investigation facilities i.e. CT scan,

MRI, PET Scan Echocardiography, Scanning of bones and other body parts, Bio Chemical and Immunological investigations etc. required for super specialty treatment. The super specialty hospital can have in house investigation facilities for providing super specialty treatment.

o) Payment Schedule

The empanelled Super speciality hospital will send bills along with necessary supportive documents to the office of referring ESIC authority as soon as bills are generated after discharge of patient for further necessary action. The details of documents to be submitted are as follows:-

- a) Discharge slip duly verified by treating doctor incorporating brief history of the case, diagnosis, details of procedure done/treatment given/advised along with the duration. Reports of investigations duly verified,
- b) Original receipts of medicines/implants duly verified,
- c) Stickers of implants duly verified,
- d) Wrappers of costly medicine/implants duly verified, **(Specialy above 3000 thousands)**
- e) Referral Slip/Form,
- f) ESI Benefit entitlement certificate etc.

The above documents related to treatment/investigation duly verified by the treating/investigating Doctor shall be submitted by the hospital/diagnostic center along with the bill in duplicate in prescribed proforma. The CD of procedure /MRI/CT Scan /X-ray film etc. is required with each and every bills if it is done. The bills must be submitted to referral authority within 15 days of discharge/investigation to this office for payment.

However, the diagnostic centers shall send the bills on monthly basis along with the above mentioned documents whichever is applicable.

The bills received after the above mentioned period shall not be entertained.

6. Duties and Responsibilities Of Empanelled Hospitals /Diagnostic Centres It shall be the duty and responsibility of the hospital/investigation centre at all times, to obtain, maintain and sustain the valid registration and high quality& standards of its services and healthcare and to have all tatutory/ mandatory licenses, permits or approvals of the concerned authorities as per the existing laws.

Display board regarding cashless facility for ESI beneficiary will be required. The list of necessary documents required for treatment/investigations at the Empanelled Hospital/ Diagnostic Centre must be displayed on the board. A help desk shall be there for facilitation of ESI beneficiaries.

7. Duration of the contract:-

The contract shall remain in force for a period of two years and may be extended for subsequent period at the sole discretion of the State Medical Commissioner subject to fulfillment of all terms and conditions of this contract and with mutual consent. An agreement will be signed on Stamp paper of appropriate value before starting of services/extension of Contract. Cost of stamp paper and incidental charges related to contract shall be borne by the empanelled centre. Contract will be effective with effect from the date of the contract.

8. Hospital/Diagnostic Centre's obligations during the Contract Period:-

The Hospital/diagnostic centre is responsible for and obliged to carry on all duties in accordance with the Contract, using state-of-the-art equipments/methods and economic principles and exercising all means available to achieve the performance specified in the Contract. The Hospital is obliged to act within its own authority and abide by the directives issued by the ESIC from time to time. The hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

9. Liquidated Damages :-

Empanelled centre shall provide the services as specified by the ESIC under terms & conditions of this contract. In case of violation of the provisions of the contract by the empanelled centre, payment of the incoming/pending bills may be withheld and Security Deposit may be forfeited. For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/further bills of the Hospital/diagnostic centre. ESIC shall have exclusive right to terminate the contract at any time.

10. Termination for Default :-

- a) State Medical Commissioner, ESIC, Uttar Pradesh, may, without prejudice to any other remedy and for breach of Contract in whole or part may terminate the contract-
 - i. If the Hospital/diagnostic centre fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the contract, or within any extended period thereof if any, granted by ESIC.
 - ii. If the Hospital fails to perform any other obligation(s) under the Contract.
 - iii. If the Hospital, in the judgment of the ESIC, is engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - iv. If the hospital fails to follow instructions, guidelines, submits bills in its own way and with repeated deficiencies, the Institution shall be liable for de-empanelment
- b) If the Hospital is found to be involved in or associated with any unethical, illegal or unlawful activity, the contract will be summarily suspended by ESIC without any notice and thereafter ESIC may terminate the Contract, after giving a show cause notice and considering its reply, if any, received within 10 days of the receipt of show cause notice. Terms and conditions can be modified on sole discretion of the ESIC only.
- c) The Tie-up hospital/diagnostic centre will not terminate the contract without giving notice of three months, on the failure of which, security deposit shall be forfeited.

11. Risk and Cost :-

In case of failure by the empanelled hospital/diagnostic centre to perform its duties under this contract, SSMC, ESIC, Uttar Pradesh, has right to get the performance of duties done from any other hospital or diagnostic centre at the sole risk and cost of the empanelled Hospital/diagnostic centre.

12. Penalty :-

- a) Patient can't be denied treatment on the pretext of non-availability of beds/Specialists, failing which will attract action of de-empanellment.
- b) In case of premature termination of contract by the empanelled centre, it will have to deposit Rs 3 Lakh / 50 thousands with Sr State Medical Commissioner, ESIC, Uttar Pradesh as damages. An affidavit of appropriate value for the same is required to be given at the time of contract. If Hospital fails to deposit money, the same will be recovered & appropriated from security deposit or incoming/pending bills.

13. Indemnity

The Empanelled Hospital/diagnostic centre shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims and demands brought or made against in respect of anything done or purported to be done by the Hospital/centre in execution of or in connection with the services under this contract and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC along with the

Hospital/centre or otherwise, as a party for anything done or purported to be done in the course of the execution of this Contract. The Hospital/diagnostic center will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC from all demands or responsibilities arising from accidents or loss of life resulting from negligence or unreasonable conduct on the part of empanelled hospital/diagnostic centre. The Hospital/diagnostic center will solely pay all the indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. ESIC may at its discretion and always entirely at the cost of the tie up Hospital/diagnostic center defend such suit, either jointly with the tie up Hospital or unilaterally in case the latter chooses not to defend the case.

14. Arbitration

If any dispute or difference of any kind what so ever (the decision thereof not being otherwise provided for) shall arise between the ESIC and the Empanelled Hospital/Diagnostic Center upon or relation to or in connection with or arising out of the Contract, shall be referred for arbitration by the State Medical Commissioner, ESIC, Uttar Pradesh. The Arbitrator will be appointed by State Medical Commissioner, Uttar Pradesh. The decision of the Arbitrator will be final and binding. The provision of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at the office of State Medical Commissioner, Uttar Pradesh. Any legal dispute shall be settled in District Kanpur, jurisdiction only.

15. TDS and other Statutory Deductions

TDS and other Statutory Deductions will be done as per Income Tax Rules or other applicable statutory provisions prevalent from time to time.

16. Miscellaneous

- a) Nothing under this Contract shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principle and Agent between the ESIC and Empanelled Center. The Empanelled Hospital/Diagnostic Center shall not represent or hold itself out as an agent of the ESIC.
- b) The ESIC will not be responsible in any way for any negligence or misconduct on the part of the Empanelled Hospital/Diagnostic Center and its employees for any accident, injury or damage sustained or suffered by any ESIC beneficiary or any third party resulting from or by any operation conducted by or on behalf of the Hospital or in the course of doing its work or performing its duties under this Contract of otherwise.
- d) The Empanelled Hospital/Diagnostic Center shall notify ESIC of any material change in their status and their shareholdings or that of any Guarantor of the Empanelled Hospital/Center in particular where such change would have an impact in the performance of obligation under this Contract.
- e) This Contract can be modified or altered only on written Contract signed by both the parties with mutual consent.
- f) The ESIC shall have the right to terminate the Contract in case the empanelled hospital is wound up/dissolved. The termination of Contract shall not relieve the Empanelled Center or their heirs and legal representatives from their liability in respect of the services provided by the Empanelled Center during the period when the Contract was in force.

- g) Terms & conditions of the tender document may be modified at the discretion of the corporation. However, if such modification is made, the same shall be incorporated into the final agreement to be entered with the empanelled Hospital/diagnostic centre.

17. Notices

- a) Any notice given by one Party to other pursuant to this Contract shall be sent to other party in writing by Registered Post at the official addresses mentioned in the contract.
- b) A notice shall be effective when served or on the notice's effective date, whichever is later.

c) Registered communication shall be deemed to have been served even if it is returned with the remarks like refused, left premises, locked etc.

d) State Medical Commissioner, ESIC, Uttar Pradesh has the right to accept or reject any tender without assigning any reason thereof.

I/We _____ (name of proprietor) have carefully gone through and understood the contents of the tender document and I/We undertake to abide myself/ourselves by all the terms and conditions set forth.

Date:

Place:

(Name and signature of proprietor with Office seal/rubber stamp)

FORMATE FOR EMPANELMENT OF HOSPITALS

1.Name of the city where Hospital is located-

2.Name of the Hospital-

3.Address of the Hospital-

4.Tel./ Fax./ e-mail-

Telephone no.

Fax.

e-mail address

Name and contact details of Nodal persons

Whether NABH accredited

Whether NABH applied for

Details of Accreditation and Validity period

5.A Details of the application fee draft of Rs. 1000/-

Name & address of the Bank

DD no.

Date of Issue

B- Total turnover during last financial year

(Certificate from Chartered Accountant is to be enclosed)

5. For Empanelment as Hospital for all available facilities

Cancer Hospital/Unit

(Please select the appropriate column)

6. Total Number of beds.

7. Categories of beds available with number of total beds in following type of wards

Casualty / Emergency ward

ICCU/ICU

Private

Semi private (2-3 bedded)

General ward bed (4-1 0)

Others

8. Total Area of the hospital
- Area allotted to OPD
- Area allotted to IPD
- Area allotted to wards
9. Specifications of beds with physical facilities /amenities
- Dimension of ward Number of beds in each ward
- Length
- Breadth
- (Seven Square meter floor area per bed required)(IS: 12433-part2:2001)
10. Furnishing specify as (a), (b), (c), (d) as per index below
- a) Bedside table
- b) Wardrobe
- c) Telephone
- d) Any other
11. Amenities specify as (a), (b), (c) and (d) as per index below Amenities
- A Airconditioner
- B T. v
- C Room service
- D Any other
12. Nursing care
- Total no. of Nurses
- No. of para - medical staff
- Category of Bed /Nurse Ratio (acceptable Actual bed / nurse standard) ratio
- High dependency Unit 1: 1
- 13-Alternate power source Yes No
14. Bed occupancy rate

General Bed

Semi - private bed

Private bed

15 Availability of Doctors

1. No. of In-house doctors

2. No. of in-house Specialists *I* Consultants

16 Laboratory facilities available - Pathology, Biochemistry, Microbiology or any other

17 Imaging facilities available

18 No. of Operation Theaters

19 Whether there is separate OT for Specific cases Yes *I* No

20 **Supportive services**

Boilers / sterilizers

Ambulance

Laundry

House keeping

Canteen

Gas plant

Dietary

Others (preferably)

Blood Bank

Pharmacy

Physiotherapy

21 Waste disposal system as per statutory requirements

22 ESSENTIAL INFORMATION REGARDING CARDIOLOGY AND CTVS

Number of coronary angiograms done in last one year

Number of Angioplasty done in last one year

Number of open heart surgery done in last one year

Number of CABG done in last year

23. RENAL TRANSPLANTATION, HAEMODIALYSIS/UROLOGY/UROSURGERY

Number of Renal Transplantations done during last one year

Number of years this facilities is available

Number of Hemodialysis unit

Criteria for Dialysis:

- ∴ The center should have good dialysis unit neat, clean and hygienic like a minor OT.
- ∴ Centre should have at least **four** good Haemodialysis machines with facility of giving bicarbonate Haemodialysis .
- ∴ Centre should have **water-purifying unit equipped with reverse osmosis** .
- ∴ Unit should be **regularly fumigated** and they should perform regular antiseptic precautions .
- ∴ Centre should have **facility for** providing dialysis in **Sero positive** cases .
- ∴ Centre should have trained dialysis Technician, Nurses, **full time Nephrologist** and Resident Doctors available to manage the complications during the dialysis .
- ∴ Centre should conduct at least **150** dialysis per month and each session of hemodialysis should be at least of 4 hours duration .
- ∴ Facility should be available 24 hours a day.

Whether it has an immunology lab
If so, does it exist within the city where
the hospital is located

Yes/No
Yes/No

Whether it has blood transfusion service with
Facilities for screening HIV markers for Yes/No (B&C), VORL Yes/No

Whether it has a tissue typing unit DBCA /IMSA /
DRCG scan facility and the basic Radiology facilities Yes/ No

24. LITHOTRIPSY

No. of cases treated by lithotripsy in last one year

Average number of sitting required per case

Percentage of cases selected for Lithotripsy, which required
Conventional surgery due to failure of lithotripsy

25-LIVER TRANSPLANTATION - Essential information reg.

Technical expert with experience in liver Transplantation.
who had assisted in at least Fifty liver transplants Yes / No

(Name and qualifications)

Month and year since Liver Transplantation

Is being carried out

No. of liver transplantation done during the last one year

Success rate of Liver transplant

Facilities of transplant immunology lab

Tissue typing facilities

Blood Bank Yes/No

26. ORTHOPAEDIC JOINT REPLACEMENT

a. Whether there is Barrier Nursing for Isolation for patient Yes/No

b. .Facilities for Arthroscopy Yes/No

27. NEUROSURGERY

Whether the hospital has aseptic Operation theatre for
Neurosurgery. Yes/No

Whether there is Barrier Nursing for isolation for patient. Yes/No

Whether , it has required instrumentation for Neuro- surgery. Yes/No

Facility for Trans - sphenoidal endoscopic Surgery. Yes/No

Facility for Stereotactic surgery Yes/No

28- GASTRO-ENTEROLOGY

Whether the hospital has aseptic operation theatre for
Gastro- Eenterology & GI surgery. Yes/No

Whether , it has required instrumentation for Gastro- Eenterology & GI surgery. Yes/No

Facilities for Endoscopy – specify details Yes/No

29. ONCOLOGY

I. Whether the hospital has aseptic Operation Theatre for Oncology – Surgery. Yes/No

a) Whether, it has required instrumentation for Oncology Surgery. Yes/No

II. Facilities for Chemotherapy. Yes/No

III. Facilities for Radio-therapy (specify) Yes/No

IV. Radio-therapy facility and manpower shall be as per guidelines of BARC Yes/No

V. Details of facilities under Radiotherapy Yes/No

30 **ENDOSCOPIC! LAPAROSCOPIC SURGERY:**

Criteria for Laparoscopic / Endoscopic Surgery:

- Center should have facilities for casualty / emergency ward, full fledged ICU, proper wards, proper number of nurses and paramedical, qualified and sufficient number of Resident doctors / specialists.
- The Surgeon should be Post Graduate with sufficient experience and qualification in the specialty concerned.
- He / she should be able to carry out the surgery with its variations and able to handle its complications.
- The hospital should carry out at least 250 Laparoscopic surgeries per year.
- The hospital should have at least one complete set of laparoscopic equipment and instruments with accessories and should have facilities for open surgery i.e. after conversion from Laparoscopic surgery.

Ye/No

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

CERTIFICATE OF UNDERTAKING

1. **It** is certified that the particulars given above are correct and eligibility criteria are satisfied.
2. That Hospital/eye centre / Exclusive Dental Clinic / Diagnostic laboratory / Imaging Centre shall not charge ESI beneficiaries higher than the CGHS notified rates or the rates charged from other patients who are not ESI beneficiaries.
3. That the rates have been provided against a facility / procedure / investigation actually available at the Organization.
4. That if any information is found to be untrue, Hospital/Eye Centre / Dental clinic / Diagnostic Centre would be liable for de-recognition by ESI. The Organization will be liable to pay compensation for any financial loss caused to ESI or physical and or mental injuries caused to its beneficiaries.
5. That the Hospital/Eye centre / Dental clinic / Diagnostic Centre has the capability to submit bills and medical records in digital format and that all Billing will be done in electronic format and medical records will be submitted in digital format.
6. The Hospital/Eye centre / Dental clinic / Diagnostic Centre will pay damage to the beneficiaries if any injury, loss of part or death occurs due to gross negligence.
7. That the Hospital/Eye centre / Dental clinic / Diagnostic Centre has not been derecognized by CGHS or any State Government or other Organisations.
8. That no investigation by Central Government / State Government or any statutory Investigating agency is pending or contemplated against the Hospital/Eye centre / Dental clinic / Diagnostic Centre.
9. Agree for the terms and conditions prescribed in the tender document.
10. Hospital agrees to implement Electronic Medical Records and EHR as per the standards approved by Ministry of health & Family Welfare within one year of its empanelment.

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

**Scanned Copies of the following documents
(wherever applicable) are to be uploaded along with Tender**

1. Copy of legal status, place of registration and principal place of business of the health care Organisation or partnership firm, etc.
2. A copy of partnership deed / memorandum and articles of association, if any.
3. Copy of Customs duty exemption certificate and the conditions on which exemption was accorded.
4. Copy of the license for running Blood Bank.
5. Copy of the documents full filling necessary statutory requirements. Tc.
6. CGHS Status letter / State / PSU / ECHS status letter.
7. Fire, pollution, Waste Certificates e

SIGNATURE OF APPLICANT OR AUTHORISED AGENT

ANNEXURE-III

Information about Super Speciality services being offered for Empanelment

(Tick the specialities in which empanelment are desired by Hospital/centre)

Name of the Hospital/Diagnostic Centre:

- | | | |
|---|---|---|
| (a) Cardiology and cardiothoracic vascular surgery. | (|) |
| (b) Neurology | (|) |
| (c) Neurosurgery | (|) |
| (d) Oncology, Oncosurgery & Radiotherapy | (|) |
| (e) Nephrology & Dialysis | (|) |
| (f) Urology and Urosurgery | (|) |
| (g) Gastroenterology | (|) |
| (h) Gastrosurgery | (|) |
| (i) Paediatric Surgery | (|) |
| (J) Endocrinology and endocrine surgery | (|) |
| (k) Burns management/surgery | (|) |
| (L) Plastic Surgery | (|) |
| (m)Reconstructive Surgery(Joint replacement) | (|) |
| (n) Other, if any | (|) |

Super Speciality Investigation:-

- | | | |
|--|---|---|
| a) CT Scan | (|) |
| b) MRI | (|) |
| c) PET Scan | (|) |
| d) Echocardiography | (|) |
| e) Bone Scan & screening of other parts of body | (|) |
| f) Specialized Biochemical, Immunological investigations | (|) |
| g) Others, if any | (|) |

Secondary Care Treatment For Garakhpur only

- | | | |
|---|---|---|
| a) General Medicine (with ICU) | (|) |
| b) General Surgery | (|) |
| c) ENT | (|) |
| d) Ophthalmology | (|) |
| e) Orthopedics | (|) |
| f) Obs. & Gynae. | (|) |
| g) Neonatology & Paediatrics (with NICU & PICU) | (|) |
| h) Radiology investigations | (|) |
| i) Lab Services | (|) |

- j) Blood Bank Services ()
- k) Others, if any ()

Date:

Place:

(Name and signature of proprietor with seal)

Annexure-IV

UNDERTAKING

I/We ----- (name of proprietor/Director) have carefully gone through and understood the contents of the Document form and I/We undertake to abide myself/ourselves by all the terms and conditions set forth. I/We are legally bound to provide services to ESIC Beneficiaries as per CGHS/ESIC/ AIIMS rates and terms and conditions of Tender documents failing which State Medical Commissioner, ESIC, Kanpur, Uttar Pradesh, is entitled to take action against me/us as he deems fit. I/We also undertake to provide uninterrupted services otherwise alternative arrangements will be made at the risk and cost of our institute.

I/We undertake that the information submitted along with document and Annexure I is correct and also fully understand the consequences of default.

I/We certify herewith that my/our empanelled/Hospital/diagnostic centre has never been de-empanelled! black listed by any *ESIC/CGHS* or any other Govt. Institution/empanelling centre in the last three years.

Date:

Place:

(Name and Signature with seal/rubber stamp)

To be used by Tie-up hospital (for raising the bill) (P-II)
Letterhead of Hospital with Address & Email/Fax/Telefax number

(NABH accredited! Superspecialty Hospital)
(Attach documentary proof)

1.

Individual Case Format

Name of the Patient	Referral S.No. (Routine) / Emergency/through SMC :	Photograph of the Patient verified by tie-up hospital authority
Age/Sex		
Address		
Contact No		
Insurance Number/ Staff Card No/Pensioner		
Card no.		
Date of referral		
Date of Admission		
Date of Discharge		
Diaqnosis		
Condition of the patient at discharge-		
~ (For Package Rates)		
Treatment Procedure performed		

I. Existing in the package rate list's

CGHS/other Code *no/nos* for chargeable procedures:

S. No.	Chargeable Procedure	CGHS Code no with page no (1)	Other if not on (1) prescribed code no with page no	Rate	Amt. Claimed	Amount Admitted	Remarks

Charges of Implant/device used

Amount Claimed Amount Admitted Remarks

II (Non-package Rates) For procedures done (not existing in the list of packages rates)

S.No. Chargeable Procedure Amt. Claimed Amount Admitted Remarks

III Additional Procedure Done with rationale and documented permission

S. No.	Chargeable Procedure	CGHS Code no with page no (1)	Other if not on (1) prescribed code no with page no	Rate	Amt. Claimed	Amount Admitted	Remarks

Total Amount Claimed (I+II+III) Rs

Total Amount Admitted (I+II+III) Rs

Remarks

Sign/Thumb impression of patient

Sign & Stamp of Authorized Signatory

(for Official use of ESIC)

Total Amt payable:

Date of payment :

Signature of Dealing Assistant

Signature of Superintendent

Signature of Competent Authority (MS/SMC/DIMS)

To be used by Tie-up hospital (P-III)
Letterhead of Hospital with Address & Email/Fax/telefax
Consolidated Bill Format

Bill No Date
Bill details (Summary)

S. No	Name of patient	Ref. No	Diag./ Procedure for which referred	Procedure Performed/ treatment given	CGHSI other Code (with page) <i>Nol</i> Nos/N.A	Charges not in package rates list	Amount Admitted	Amount entitled	Remarks

Total Claim.

Certified that the treatment/procedure has been done/ performed as per laid down norms and the charges in the bill has/ have been claimed as per the terms & conditions laid down in the agreement signed with ESIC.

It is also certified that all the implants, devices etc used are charged at lowest available market rates. Further certified that the treatment! procedure have been performed on cashless basis. No money has been received /demanded/charged from the patient/ his/her relative.

The amount may be credited to our account no _____ RTGS no _____ and in' ate the same through email/fax/hard copy at the address.

Signature of Competent Authority

Check list

- Duly filled up consolidated proforma.
- 2 Duly filled up Individual patient Bill proforma.
Discharge Slip containing treatment summary & detailed treatment record.
- 3 Bill(s) of Implant(s) / Stent(s) /device along with Pouch/packet/invoice etc.
- 5. Referral proforma in original, Insurance *Card*/Photo I card of IPI Referral recommendation of medical officer & entitlement certificate. Approval letter from *SMCI* SSMC in case of emergency treatment or additional procedure performed.
- 6. Sign & Stamp of Authorized Signatory.

Certificate: It is certified that the drugs used in the treatment are in the standard pharmacopeia IPEP SP/FDA.

Signature of Competent Authority

**Letterhead of Referring ESI Hospital (P-IV)
Sanction Memo/Disallowance Memo**

Name of Referral Hospital (Tie-up Hospital)

Bill No

Bill Date

S. No/ Bill No	Name of the Patient & Reference No.	Amount Claimed	Amount Sanctioned/ admitted	Reasons(s) for Disallowance	Remarks

Signature of Competent Authority

**Letterhead of Tie-up Hospital with Address details (P-V)
Monthly Bill Special Investigations for diagnosis centres/referral Hospitals**

Bill No

Bill Date

S. No	Name of the Patient & Insurance /Staff no	Date of Reference	Investigation Performed	CGHS/ other Code No. with page No.	Charges not in package rates list	Amount Claimed	Amount Admitted entitled	Remarks Disallowances with reasons

Certified that the procedure/investigations have been done/performed as per laid down norms and the charges in the bill have been claimed as per the terms & conditions laid down in the agreement signed with ESIC.

Further certified that the procedure/investigations have been performed on cashless basis. No Money has been received /demanded/ charged from the patient / his/her relative.

The amount may be credited to our account no _____ RTGS no _____ and Intimate the same through email/faX/hard copy at the address.

Signature of Competent Authority

Checklist

1. Investigation Report.
2. Referral Document in original.
3. Serialization of individual bills as per the Sr. No. in the bill.

**Signature of Competent
Authority**

PATIENT/ATTENDANT SATISFACTION CERTIFICATE (P-VI)

I am satisfied/not satisfied with the treatment given to me/ my patient and with the behavior of the hospital staff.

If not satisfied, the reason thereof.

No money has been demanded/ charged from me/my relative during the stay at hospital.

Patient's Details

Name

Insurance No.

Date of Admission

Date of Discharge

Sign/Thumb impression of patient/Attendant

Name

Phone no.

Annexure-C

List of documents to be submitted by patients in referral section of the hospital

- 1- Copy of ESI Card.
2. Referral recommendation of the specialist/concerned medical officer.
3. Reports of investigations and treatment already done .
4. Two Photographs of the patient.

5-In case of dependent parents : undertaking by IP that income of his parents does not exceed Rs. 60000/- per annum.

