



Dated: 29.11.2016

**Notice Inviting Expression Of interest (EOI) for Empanelment of Hospitals/Diagnostic Centers for /super speciality treatment/investigations**

State Medical Commissioner, ESIC Regional Office, Wing No-4, Shivpuri, Prem Nagar Dehradun, Uttarakhand Pin Code-284007 Invites Expression of Interest (EOI) from Government/Semi-Government/CGHS approved/Private Hospitals/diagnostic centers of repute, situated in Uttarakhand and adjoining areas for the Empanelment of tertiary care (Super Specialty) treatment and diagnostic services on **cashless basis** for ESI beneficiaries of Uttarakhand at CGHS/AIIMS Rates as in force from time to time. **The applicants shall download the tender documents which comprises of the Application Form, Expression of Interest form, Terms and conditions of empanelment and certificate of undertaking (Annexure-I to V) from our Websites [www.esicuttarakhand.in](http://www.esicuttarakhand.in)/[www.esic.nic.in](http://www.esic.nic.in). Duly filled applications form along with necessary documents in sealed envelope and complete in all respects should reach the office of State Medical Commissioner as per the schedule given below:-**

Availability of tender document in website.	Last Date & Time of submission of Duly filled Tender document	Date & Time of Opening of Tender	Place of submission of Tender forms/opening of tender forms
Yes	29.11.16 2:00PM	29.11.16 3:00PM	Office of the SMC, ESIC, Panchdeep Bhawan, Prem Nager, wing no. 4 Dehradun-248007

The cost of the 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 Dehradun, Uttarakhand.

Duly completed application form(s) along with annexures and with supporting documents thereof and prescribed fee in a sealed envelope may either be dropped in person in the tender box kept at the Regional Office or be sent by Registered/Speed post at the address mentioned above. **The sealed envelope should be super scribed as “EOI for empanelment of Hospitals for tertiary care (superspeciality) treatment/tertiary care Diagnostic centers super specialty investigation”.** Tenders received after the scheduled date and time (either by hand or by post) or unsealed tenders received after the scheduled date and time (either by hand or by post) or tenders received through e-mail/fax or without the prescribed fee or incomplete tender forms shall summarily be rejected.

The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason(s) thereof.

**Note:-1 If the bid acceptance/opening date happens to be a public holiday, it will be accepted and opened on next working day at the scheduled time.**

**Note:-2 Applicants/Duly authorized representatives may be present at the time of opening of bids.**

**State Medical Commissioner  
Uttarakhand**

## Application Form

(On the letter head of private hospital/Diagnostic centre)

To,

**The Sr. State Medical Commissioner,  
ESIC, Regional Office (Uttarakhand)  
Wing no-4, Shiv Puri, Prem Nagar,  
Dehradun, Uttarakhand PIN-248007**

**Subject: Expression of Interest (EOI) for Empanelment for Tertiary care treatment and diagnostic services for ESI beneficiaries.**

Sir,

In reference to your Notice Inviting tender Published in the news paper/website... dated...., I/We wish to offer the following services\* for ESI beneficiaries on cashless basis :

- **Tertiary care (Super Specialty) treatment services-**

- 1) Cardiology and cardiothoracic vascular surgery.
- 2) Neurology and Neurosurgery.
- 3) Pediatric surgery.
- 4) Oncology and Oncosurgery.
- 5) Nephrology and Urology.
- 6) Gastroenterologist and GI Surgery.
- 7) Endocrinology and Endocrine surgery.
- 8) Burns and plastic surgery.
- 9) Reconstructive surgery
- 10) Hemodialysis services
- 11) Renal transplant
- 12) Organ transplant listed in CGHS procedure

- **Tertiary care (Super Specialty) diagnostic services-**

- 1) CT Scan
- 2) MRI
- 3) PET scan
- 4) Echocardiography
- 5) Scanning of other body parts
- 6) Specialized bio-chemical and immunological investigations
- 7) Any other investigation costing more than Rs. 3000/- test.

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 **Annexure I,II, and/ or III and IV, V** is correct and I/We fully understand the consequences of default on our part, if any.

**\*Tick one whichever is applicable.**

**(Name and signature of the Proprietor)**

**Place:**

**Date:**

**Enclosures:**



OFFICE OF SENIOR STATE MEDICAL COMMISSIONER  
EMPLOYEES' STATE INSURANCE CORPORATION  
Ministry of Labour & Employment, Govt. of India PANCHDEEP  
BHAWAN, WING NO. 4, SHIVPURI, PREM Nagar,  
DEHRADUN, UTTARAKHAND  
PIN Code : 248007

Phone: 0135-  
2774762-63

**ISO 9001 : 2008 CERTIFIED**

No.61/SMC/Empanelment/SST

Dated:

**Annexure I**

**TERMS AND CONDITIONS**

**(Please read all terms and conditions carefully before filling the application form and annexure thereto)**

**I. General Terms and Conditions:**

- a) The application/EOI fee 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 Dehradun.
- b) Hospital applying for **Tertiary Care (Super Speciality)** services (treatment/investigation) should submit application forms along with the prescribed fee, annexures and documents prescribed herein.  
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 for Tertiary care (super speciality) treatment/ Diagnostic Centers for tertiary care investigation"**. (Mention clearly whichever is applied for).  
**Documents received after the scheduled date and time (either by hand or by post) or unsealed tender or tenders received through e-mail/fax or without the prescribed fee shall summarily be rejected.**
- c) Rates of package and procedure/investigation will be as per **CGHS (Dehradun)** rates as revised from time to time or Hospital rate whichever is less. Where **CGHS (Dehradun)** rates are not available, AIIMS/ Govt. Hospital Rates, if available, will be applicable.
- d) Contract may be awarded to one or more Tenderers in a particular area depending upon the concentration of ESI beneficiaries.
- e) **Successful applicants shall have to furnish a Performance Bank Guarantee (PBG)** (of Rs. Two lakhs for Super Speciality Treatment Services and one lakh for Super Speciality Diagnostic Services ) **from a nationalized bank having validity of 24 plus 2 months** (60 days extra from the expiry of contract) from the date of agreement.
- f) **Application form and (Annexure I, II and/or III , IV & V) should be duly filled and signed by the proprietor, or duly authorized person with official seal/rubber stamp.**
- g) An Agreement on Non Judicial stamp paper of **appropriate value** shall be signed with Hospitals/Diagnostic Centers that are approved for empanelment after scrutiny of bids and evaluation thereof. The incidental charges related to agreement shall be borne by the Empanelled centre.

**Only those applications will be considered for Award of contract that fulfill all the technical conditions and also have satisfactory report of inspection committee constituted by SMC office. Technical Bids must be accompanied with all prescribed mandatory documents duly verified & signed, failing which the bid will not be entertained.**

## h) Period of Empanelment:

The empanelment shall be initially for a period of **two years** which may be extended for a period of **one year** by mutual consent.

## II. CONDITIONS FOR EMPANELMENT

- A. The Health Care Organizations (HCOs) (Hospital/Cancer Hospitals/Imaging Centers /Diagnostic Laboratories) to which are empanelled by **CGHS/state Govt./Public sector** need to submit a consent letter accepting the terms and condition mentioned herein along with the tender document duly signed and stamped and also specify the superspeciality treatment and investigations approved by the CGHS/state Govt./Public sector.
- B. For all other Health Care Organization following criteria need to be fulfilled:**
- i. The Health Care Organizations should preferably be accredited by **National Accreditation Board for Hospitals & Healthcare Providers (NABH)**
  - ii. However, the hospitals which are not accredited by NABH may also apply for empanelment but their empanelment shall be provisional till they get NABH accreditation, which must preferably be done within a period of six months but not later than one year from the date of their empanelment.
  - iii. Similarly, the diagnostic laboratories should have been accredited by **National Accreditation Board for Testing and Calibration Laboratories (NABL)**. However, the diagnostic laboratories, which are not accredited by NABL may also apply for empanelment but their empanelment shall be provisional till they are accredited for NABL certificate, which must be done preferably within a period of six months but not later than one year from the date of their empanelment.
  - iv. The hospital/Cancer Hospitals/Imaging centers which are not NABH accredited and diagnostic laboratories which are not NABL accredited may be empanelled **provisionally** on the basis of fulfilling the criteria and submission of an affidavit that the information provide has been correct and in the event of failure to get recommendation from NABH/NABL as the case may be, which must preferably be done with in a period of six months but not later than one year of their empanelment, the empanelled hospital/diagnostic laboratory shall forego 50% of the Performance Bank Guarantee and its name would be removed from the panel of ESIC.
  - v. ESIC also reserves the right to prescribe/revise rates for new or existing treatment procedure(S)/investigation(s) as and when CGHS revises the rates, or otherwise.
  - vi. The health care organization must have the capacity to submit all claims – bills in electronic format to the ESIC / ESIS system and must also have dedicated equipment, software and connectivity for such electronic submission.
  - vii. The health organization must certify that they shall charge as per CGHS rates and that the rates charged by them are not higher than the rates being charged from their other patients who are not ESI beneficiaries.
  - viii. Hospital must adopt CGHS rates for unlisted treatments and should not hike the bills intentionally by ignoring CGHS approved rates for “OTHER MAJOR SURGERY/OTHER MINOR SURGERY’ applicable to all treatment procedure not mentioned in CGHS list.
  - ix. The health care organization must certify that they are full filling all special conditions that have been imposed by any authority in lieu of special concessions such as but not limited to concessional allotment of land or custom duty exemption. The health care organizations (Except exclusive eye hospitals / centers, exclusive dental clinics / Diagnostic laboratories/ imagine centre) must agree for implementation of EMR/EHR as per the standards notified by ministry of health and family welfare within one year of their empanelment.
  - x. The health care organization must have minimum annual turnover of Rs. 2 Crores for Metro cities and Rs. 1 Crore for Non metro cities. Exclusive Eye hospitals / centers, Exclusives dental clinics, Diagnostic laboratories and imagine centre must have a minimal annual turnover of Rs. 20 lacs in Metro cities and Rs. 10 lacs in non- metro cities.

- xi. The HCO must mention the specialities which have been approved by CGHS/State Govt. /Public Sector/Insurance Companies in their consent letter. For other Super Specialities kindly follow instructions at point no. 4.
- xii. Hospital will have to nominate one official as ESI Nodal Officer who will work as **Single Point of Contact (SPOC)** to facilitate ESI beneficiaries.

### **III. COPIES OF DOCUMENTS REQUIRED FOR EMPANELMENT.**

- a) Copies of all the documents mentioned in the criteria for empanelment in **Annexure-V**.
- b) Copy of NABH/NABL application in case of Non-NABH/Non NABL accredited Health Care Organization. (if applied)
- c) Copy of NABH/NABL Accreditation in case of NABH/NABL accredited Health Care Organizations.
- d) List of treatment procedure/investigation/facilities available in the Health Care Hospital Rate list of available procedure, treatment Organization. (Please see the services to be covered under SST/SS Diagnostic Services).
- e) State registration certificate/ Registration with Local bodies, wherever applicable.
- f) Compliance with all statutory requirements including that of Waste Management.
- g) Fire Clearance Certificate/Certificate by authorized third party regarding the details of Fire safety mechanism as in place in the Health Care Organization.
- h) Registration under PNDT Act, for empanelment of Ultrasonography facility.
- i) AERB approval for tie-up for radiological investigations/Radiotherapy, wherever applicable.
- j) Certificate of Undertaking as per the **Annexure-IV**
- k) Certificate of Registration for Organ Transplant facilities, wherever applicable.
- l) Photocopy of PAN card.
- m) Bank details along with copy of passbook.
- n) The Health Care Organization must have been in operation for at least one full financial year. Copy of audited balance sheet, profit and loss account for the preceding financial year to be submitted (Main documents only)
- o) The empanelled centre will have to report on daily basis the details of admitted patient for indoor treatment to Sr. Medical Commissioner Uttarakhand on e-mail address [smc-uk@esic.in](mailto:smc-uk@esic.in) in the prescribed format.

### **IV. Duties and Responsibility of Empanelled Hospitals/Diagnostic Centres**

1. 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 statutory/mandatory licenses, permits or approvals of the concerned authorities as per the existing laws.
2. **Display board regarding cashless facility for ESI beneficiary should be displayed at prominent location/places of the hospital.**
3. The list of necessary documents required to be carried by ESI patient/attendant for treatment/investigation at the Empanelled Hospital/ Diagnostic Centre must be displayed on the board. A help desk shall be there for facilitation of ESI beneficiaries. Official of Hospital will be nominated as ESI Nodal Officer to work as SPOC for ESI beneficiaries.
4. The hospital will have to follow the direction/Instruction of ESIC regarding procedure of referral and presenting of bills. The hospitals will have to provide daily indoor patient admission details to SMC through mail in case of tertiary treatment.
5. In case a billing agency is appointed by ESIC for bill processing, the hospital should be ready to present bill as per procedure to be adopted online as required by billing agency on a future date.

### **V. The scope of services to be covered under SST**

#### **A) Super Speciality procedure**

Super speciality will mean the following super speciality services.

- 1) Any treatment rendered to the patient at a tertiary centre / super speciality hospital by a super specialist.
- 2) Cardiology and cardiothoracic vascular surgery.

- 3)Neurology and Neurosurgery.
- 4)Pediatric surgery.
- 5)Oncology and Oncosurgery.
- 6)Nephrology and Urology.
- 7)Gastroenterologist and GI Surgery.
- 8)Endocrinology and Endocrine surgery.
- 9)Burns and plastic surgery.
- 10)Reconstructive surgery.

**B) Super speciality investigations**

Super speciality investigations will include all the investigations which require intervention and monitoring by super specialists in the disciplines mentioned above. In addition the following specialized investigations will also be covered.

- 1) CT Scan
- 2) MRI
- 3) PET scan
- 4) Echo cardiography
- 5) Scanning of other body parts
- 6) Specialized bio-chemical and immunological investigations
- 7) Any other investigation costing more than Rs. 3000/- test.

**C) MINIMUM NUMBER OF BEDS REQUIRED**

- |     |                    |    |
|-----|--------------------|----|
| i.  | Metro cities ..... | 50 |
| ii. | Other cities ..... | 30 |

NB: The number of beds as certified in the registration certificate of state government / local bodies / NABH/ Fire Authorities shall be taken as the valid bed strength of the hospital.

x. Centre should have facilities for casualty/emergency ward, full fledged ICU/proper ward, proper number of nurses and paramedical, qualified and sufficient number of Resident doctors/specialists. Full time (in house) super specialist in concerned field.

**D) CRITERIA FOR DIAGNOSTIC CENTER-**

In addition the imagine centers shall meet the following criteria- (copies or relevant documents to be attached).

**a) MRI centre**

Must have MRI machine with magnet strength of 1.0 tesla or more.

**b) CT Scan centre**

Whole body CT scanner with scan cycle of less than one sec. (sub-second) must have been approved by AERB.

**c) X-ray Centre / Dental X-ray / OPG centre**

- i. X-ray machine must have a minimum current rating of 500 MA with image intensifier TV system.
- ii. Portable X-ray machine must have a minimum current rating of 60 MA.
- iii. Must have been approved by AERB.

**d) Mammography centre**

Standard quality Mammography machine with low radiations and biopsy attachment.

**e) USG / Colour Doppler centre**

- i. It should be of high resolution Ultrasound standard and of equipment having convax, sector, Linear probes of frequency ranging from 3.5 to 10

- ii. MHz should have minimum three probes and provision / facilities of trans vaginal / trans rectal probes.
  - ii. Must have been registered under PNDT Act.
- f) **Bone Densitometry centre**
- i. Must be capable of scanning whole body.
- g) **Nuclear Medicine centre**
- i. Must have been approved by AERB / BARC

#### **VI. Mandatory Instruction for Tie-up Hospital & Diagnostic Centers-**

- 1) Referral Hospital is instructed to perform only the procedure / treatment for which the patient has been referred.
- 2) Procedure of referral for SST and emergency case to be followed as per ESIC Operational manual 2015 for SST and other guidelines issued by HQ from time to time.
- 3) In case of additional procedure / treatment / investigation is essentially required in order to treat the patient for which he /she has been referred to, the permission for the same is must be taken from the referring center either through E-mail, fax or telephonically (to be confirmed in writing at the earliest).
- 4) The referred hospital has to raise the bill as per the agreement on the standard Performa of ESIC along with supporting documents within 15 days of discharge of the patient giving account no. and RTGS no. etc as per form-P-II
- 5) The tie-up hospitals shall raise the bills on their hospital letter head with address and e-mail/fax number of the hospital, as per the P-II and P-III format which will be provided at the time of agreement. The tie-up hospitals shall raise the bills with supporting documents as listed in P-III duly signed by the authorized signatory. The specimen signatures of the authorized signatory duly certified by competent authority of the tie-up hospital shall be submitted to all the referring ESI system. The bills which are not signed by the authorized signatory and are incomplete or not as per the format will not be processed and shall be returned to concerned tie-up hospital. Any change in the authorized signatory shall be promptly intimated by the tie-up hospital to all the referring ESI system and SMC office.
- 6) The drugs prescribed at the time of discharge of the patient after SST treatment shall be issued by tie-up hospital for seven days for which the tie-up hospital can claim Rs. 2000/- or actual cost per patient, whichever is less, in the claimed bill. Afterwards all the medicines shall be issued by the ESIS system.
- 7) Food supplement will not be reimbursed.
- 8) All the drugs / dressing used during the treatment of the patient requiring reimbursement should be of generic nature.
- 9) Only those medicine to be used which are FDA/ID/BP or USP pharmacopeia approved / DG ESIC rate contract. Any drug / dressing will not covered under any of these pharmacopeia will not be reimbursement.
- 10) The tie-up hospital will not charge any money from the patient/ attendant referred by ESI system or any treatment / procedure / investigation carried out. If it is reported that the tie up hospital has charged money from the patient then action may be taken against the concerned tie-up hospital for de-empement/ black listing.
- 11) Cashless SST shall be provided to only those ESI beneficiaries who have been referred to 'Tie-up' hospitals following the referral procedure of ESIC/ESIS referral system. Patients going to tie-up hospitals directly without being referred as such by ESI system shall not be eligible for cashless services. They may be provided SST Services on reimbursement basis in case it is found that it was a dire life threatening emergency and the condition of patient would have severely

deteriorated if he had gone to ESI system for reference. **In case of direct admission without referral through ESI system, the hospital will charge from ESI patients CGHS rate/Hospital rate whichever is less.**

12) Before starting treatment/consultation/investigations the ESI beneficiaries in respect of the empanelled hospitals/diagnostic centre will have responsibility to check the eligibility from ESI portal on their own also. In case doubt clarification may be sought from ESIC, BO or SMC Office.

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

14) Before starting the treatment the Empanelled Hospital or centre should ensure that following documents duly signed by referring authority are attached with the referral letter-

- a) **Duly filled and signed referral performa.**
- b) **Attested copy of Insurance card/photo I-card of IP.**
- c) **Referral recommendation of specialist or concern medical officer.**
- d) **Attested copy of entitlement certificate for super specialty treatment.**
- e) **Reports of investigation and treatment already done.**
- f) **One additional latest photograph of the patient.**

15) The details of documents to be submitted along with the bill are as follows:-

- a) Discharge slip duly verified by treating doctor incorporating history of the case, diagnosis, details of procedure done/treatment given and medicine does given/advised on discharges along with the duration of hospital stay. Discharge slip should be accompanied with the copy of the case sheet. The discharge slip should have signature of the beneficiary/attendant and treating consultant in original also with his/her stamp.
- b) Reports of investigations in original duly verified.
- c) Original bills of implants/devices etc duly verified by the treating consultant should be attached. The bill should have detail of the implant/device i.e. batch no. size, quantity, expiry date.
- d) Stickers of implants duly verified by the treating consultant should be attached.
- e) Referral slip/OPD slip by ESIS dispensary/secondary care ESI hospital.
- f) Medicine bill duly verified by treating doctor and chemist/store In-charge. A certificate stating that it is certified that the drugs used in the treatment are in the standard pharmacopeia- IP/BP/USP/FDA (tick whichever is applicable).
- g) P-I to P-VI form duly filled and signed as required therein.

16) As far as Chemotherapy drugs are concerned, the anti cancer drugs available in Indian Pharmacopeia, British Pharmacopeia or US Pharmacopeia and DG-ESIC Rate Contract, shall only be reimbursed. The drugs which are not available in any of the standard Pharmacopeia will not be reimbursed.

17) High cost treatment-

- a) The ESIC will bear the full cost of treatment, wherever CGHS package rates are available up to the limit of package rate.
- b) Upper limit on the expenditure for procedure not covered under CGHS package rates would be Rs. 10 lac per beneficiary per year.
- c) In respect of children of IP, congenital disease and genetic disorders will be eligible for coverage up to the ceiling mentioned earlier only in case the child is born after the IP had become eligible for SST.
- d) In case of malignancy and chronic renal failure, pre-existing disease will not be eligible for coverage, so as to prevent potential misuse of SST.
- e) .In respect of organ transplant and bone marrow transplant, the payment shall be restricted only to the rates applicable for related donor. This will reduce potential misuse. Further, in respect of organ transplant involving



the malignancy, the organ transplant is restricted to transplant of the organ having primary malignancy. This will also prevent considerable potential misuse of this facility by the tie up hospitals.

- f) Treatment in case of malignancy at tie up hospitals shall be eligible only for surgery/chemotherapy/Radiotherapy. Any additional treatment/procedure shall require specific recommendation by Medical Board, duly constituted for the purpose by the ESI Hospital concerned.
- g) The cost of artificial limbs is to be restricted to a ceiling of Rs. 1.00lac. (Most of non electronic limbs are available much below this amount. The cost of electronic limbs is very high. The electronic limbs can be considered under ESI Scheme only when its cost comes down significantly and below this amount).

18) Empanelled Hospital/Centre shall comply with all directions in connection with medical services for ESI beneficiaries issued from time to time by SMC Office/ESIC

## **VII. 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 Centre upon or in relation to or in connection with or arising out of the Contract, shall be referred for arbitration by the State Medical Commissioner, ESIC, Uttarakhand. 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, Uttarakhand. Any legal dispute shall be settled at court having jurisdiction in Uttarakhand only.

## **VIII. 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 have been 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 part 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 severally in case the latter chooses not to defend the case.

## **IX. Risk and Cost**

Patients cannot be denied treatment on the pretext of non availability of beds/ specialist etc. In case of failure by the empanelled hospital to perform its duties under this contract due to whatever reason, SMC, Uttarakhand, ESIC, has right to get the performance of duties done from any other hospital at the sole risk and cost of the empanelled Hospital.

## **X. Liquidated Damages**

Empanelled hospital/centre shall provide the services as specified by the ESIC under terms & conditions of the 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 PBG may

be invoked. **For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/further bills of the Hospital. The Empanelled hospital shall undertake to indemnify for any loss suffered by ESIC due to any fraud or misrepresentation in the bills on the part of hospital. ESIC shall have exclusive right to terminate the contract at any time.**

#### **XI. Criteria for De-empanelment**

De-empanelment of the empanelled Health Care Organization(s) could be made due to any one of the following reasons:

1. Rendering resignation/written unwillingness to continue in the panel.
2. Default (both actual and constructive) in fulfilling any term and condition of the tender document in the course of empanelment.
3. Due to unsatisfactory services and proven case of malpractice/misconduct/medical negligence.
4. Refusal of services to ESI beneficiaries.
5. Undertaking unnecessary procedures in patients referred for IPS/OPD management.
6. Prescribing unnecessary drugs/tests while the patient is under treatment.
7. Over billing of the procedures/treatment/investigations undertaken.
8. Reduction in staff/infrastructure/equipment etc. after the hospital has been empanelled.
9. Non submission of the report, habitual late submission or submission of incorrect data in the report.
10. Refusal of credit to eligible beneficiaries and instead asking them to pay.
11. If not recommended by NABH/NABL at any stage.
12. Discrimination against ESI beneficiaries vis-à-vis general patients.
13. Death of owner/Change of ownership, location of business place or the practice place, as the case may be, if not approved by Competent Authority.
14. If the owner gives the establishment on lease to other agency, they will be liable for de-empanelment.
15. If the empanelled hospital/center fails to comply with the directions issued by ESIC from time to time.

#### **XII. Procedure for de-empanelment/blacklisting-**

1. If any empanelled Health Care Organization is detected to be indulging in malpractice/unethical practice/medical negligence or defaulter of any of the criteria listed in de-empanelment, the matter will be got investigated by the SMC for SST and DIMS for other.
2. On receiving information of de-empanelment/blacklisting of Health Care Organization(s) from the CGHS/Railways/DGAFMS or any other Govt. Organization.
3. On receiving information in both cases listed out in paragraphs 1 and 2 above, the empanelled facility will be given an opportunity to show cause before a decision for de-empanelment/blacklisting is taken.
4. Based on the investigation report and examining the reply of show cause notice the SMC will decide about de-empanelment/blacklisting the Hospital/diagnostic centre. Once any Health Care Organization is de-empanelled, the MoU with that Health Care Organization shall stand terminated from the date of de-empanelment. The de-empanelment Health Care Organization will be debarred for empanelment for a period of one year.
5. If the Health Care Organization is blacklisted the MoU with that Health Care Organization will be debarred from empanelment for a period of three years.

#### **XIII. Re-empanelment of de-empanelled/blacklisted Health Care Organization(s)**

1. The de-empanelled Health Care Organization(s) may be considered for re-empanelment after one year from the date of de-empanelment.

2. The blacklisted Health Care Organization(s) may apply for empanelment only after expiry of three years from the date the Health Care Organization was blacklisted.
3. The de-empanelled/blacklisted Health Care Organization shall apply as fresh applicant for empanelment only after expiry of the period of de-empanelment/blacklisted.
4. The re-empanelment shall be done by following the prescribed procedure for empanelment. The de-empanelled/blacklisted Health Care Organization will be considered as fresh applicant for empanelment.

**XIV. TDS and other Statutory Deductions:**

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

**XV. 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.
- b) The Empanelled Hospital shall not represent or hold itself out as an agent of the ESIC.
- c) The ESIC will not be responsible in any way for any negligence or misconduct on the part of the Empanelled Hospital 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 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) The hospital/centre shall bear all expenses incidental to the agreement.

**I/We have understood all terms and conditions of this document and particulars filled by me are true and correct.**

SIGNATURE OF APPLICANT  
**Medical Superintendent/Managing Director/Proprietor**

**Annexure-II**  
**APPLICATION FORMAT FOR EMPANELMENT OF HOSPITALS**

1. Name of the hospital.

2. Name of the city where hospital is located.

3. Address of the hospital

4. Tel / Fax / E-mail

Telephone No.	
Fax No.	
E-mail Address	
Name and Contact details of Nodal person	

**Whether NABH Accredited**

**Whether NABH applied for**

**Details of Accreditation and validity period (if applicable)**

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 (2015-16)  
 (Certificate from Chartered Accountant is to be enclosed).

5. For Empanelment as	Available	Applied for	
a. Hospital for all available & applied for facilities (Super Specialties page no.	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	
b. Cancer Hospital/Unit (Please select the appropriate column)	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	

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	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	
Semi-private (2-3 bedded)	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	
General ward bed (4-10 bedded)	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	
Others	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	

8. Total Area of the hospital

Area allotted to OPD			
Area allotted to IPD	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	
Area allotted to wards	<input style="width: 50px; height: 20px;" type="text"/>	<input style="width: 50px; height: 20px;" type="text"/>	

9. Specifications of beds with physical facilities / amenities

D) Dimension of ward                      Number of beds in each ward  
 Length  
 Breadth

(Seven Square Meter Floor area per bed required -) (IS: 12433- Part 2:2001)

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), (d) as per index below Amenities

- (a) Air conditioner
- (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.

- a). General                      6:1
- b). Semi Private                4:1
- c). Private                      4:1
- d). ICU/ICCU                    1:1
- e). High dependency Unit      1:1

13. Alternate power source                       Yes                       No

14. Bed occupancy rate

- General bed
- Semi Private Bed
- Private

15. Availability of Doctors

- a) No. of in house Doctors
- b) No. of in house Specialists / Consultants
- c) No. of in house Super Specialists with name of Superspecialities
- d) No. of oncall Superspecialist with the name of Superspecialities

16. Laboratory facilities available – Pathology/Biochemist/ Microbiology or any other give details in order

17. Imaging facilities available (give details)

18. No. of Operation Theaters

19. Whether there is separate OT for Septic cases                      Yes/No

20. Supportive services

- Boilers / Sterilizers
- Ambulance
- Laundry
- Housekeeping
- Canteen
- Gas plant

Dietary  
Other (Preferably)  
Blood Bank  
Pharmacy  
Physiotherapy


21. Waste disposal system as per statutory requirements Yes/No

22. ESSENTIAL INFORMATION REGARDING CARDIOLOGY & CTVS

Number of Coronary Angiograms done in last one year 

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Number of Angioplasty done in last one year 

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Number of open heart surgery done in last one year 

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Number of CABG done in last year 

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23. RENAL TRANSPLANTATION, HAEMODIALYSIS / UROLOGY- UROSURGERY

A. Number of Renal Transplantation done during last one year 

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Number of years this facilities is available 

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Number of Hemodialysis unit. 

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B. **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 antiseptics 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.

C. (a). Whether it has an immunology lab. Yes/No  
(b). If so, does it exist within the city  
(c).Where the hospital is located Yes/No

D. Whether it has blood transfusion Yes/ No  
Service with facilities for screening  
HIV markers for Hepatitis (B&C), VDRL

E. Whether is 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 

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Average number of sitting required per case 

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

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25. LIVER TRANSPLANTATION- Essential information reg.

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

(Name and qualification)

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- b) Month and year since liver Transplantation is being carried out 

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- c) No. of liver transplantation done during the last one year 

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- d) Success rate of liver Transplant 

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- e) Facilities of transplant immunology lab. Tissue typing facilities Yes/No
- f) Blood Bank Yes/No

**26. ORTHOPAEDIC JOIT REPLACEMENT**

- a. Whether there is Barrier Nursing for Isolation for patient. Yes/No
- b. Facilities for Arthroscopy Yes/No

**27. NEUROSURGERY**

- I. Whether the hospital has aseptic Operation theatre for Neuro Surgery. Yes/No
- II. Whether there is Barrier Nursing for Isolation for patient. Yes/No
- III. Whether, it has required instrumentation for Neuro Surgery. Yes/No
- IV. Facility for Gamma Knife surgery. Yes/No
- V. Facility for Trans-Sphenoidal endoscopic surgery. Yes/No
- VI. Facility for Stereotactic surgery Yes/No
- VII. In house MRI preference will be given to those having in house MRI facility. Yes/No

**28. GASTRO-ENTEROLOGY**

- I. Whether the hospital has aseptic operation theatre For Gastro-enterology & GI Surgery Yes/No
- II. Whether, it has required instrumentation for Gastro-enterology – GI surgery Yes/No  
Facilities for Endoscopy – Specify details

**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. Whether Radio-therapy facility and Manpower as per guidelines of BARC. Yes/No
- v. Details of facilities under Radiotherapy.

**30. Endoscopic / Laparoscopic surgery:**

**Criteria for Laparoscopic / Endoscopic Surgery:**

- A. Center has facilities for-
- (a) casualty / emergency ward
  - (b) full-fledged ICU
  - (c) proper wards,
  - (d) proper number of nurse and paramedical,
  - (e) qualified and sufficient number of Resident doctors / specialists/ Super Specialists.
- B. The surgeon should be post graduate with sufficient experience and qualification in the specialty concerned.

- C. He/She should be able to carry out the surgery with its variation and able to handle its complications.
- D. The hospital should carry out at least 250 laparoscopic surgeries per year. (Data pertains for last 3 years to be attached).

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.

**I/We have understood all terms and conditions of this document and particulars filled by me are true and correct.**

SIGNATURE OF APPLICANT  
**Medical Superintendent/Managing Director/Proprietor**



**Annexure-III**

**APPLICATION FORMAT FOR EMPANELMENT OF DIAGNOSTIC CENTERS**

1. Name of the Diagnostic Centre.

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2. Name of the city where Diagnostic Centre is located.

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3. Address of the Diagnostic Centre

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4. Tel / Fax / E-mail

Telephone No.	
Fax No.	
E-mail Address	
Name and Contact details of Nodal person	

**Whether NABL Accredited**

**Whether NABL applied for**

**Details of Accreditation and validity period (if applicable)**

Details of the application fee draft of Rs 1000/-

Name & Address of the Bank	DD No.	Date of Issue

Total turnover during last financial year (2015-16)  
(Certificate from Chartered Accountant is to be enclosed).

5. Availabilities of Doctors and staff

a. No. Radiologist

b. No. M.D Pathologist

c. No. M.D Microbiologist

d. No. of M.S(Anatomy)/Ph.D with M.Sc(human Anatomy)/Ph.D Genetics/Ph.D (Applied Biology)

e. No. of Technical staff

6. Waste disposal system as per statutory requirements      Yes/No

7. Superspeciality investigations applied for-

a. CT Scan

b. MRI

c. PET scan

d. Echocardiography

e. Scanning of other body parts

f. Specialized bio-chemical and immunological investigations

g. Any other investigation costing more than Rs. 3000/- test

**I/We have understood all terms and conditions of this document and particulars filled by me are true and correct.**

**SIGNATURE OF APPLICANT**

**Medical Superintendent/Managing Director/Proprietor**

## Annexure-IV

### CERTIFICATE OF UNDERTAKING

1. It is certified that the particulars given in the application form are correct and eligibility criteria are satisfied.
2. That Hospital/ Diagnostic Laboratory / Imaging centre shall not charges ESI beneficiaries higher than the CGHS notified rates or the rates charge from other patients who are not ESI beneficiaries.
3. That the rates have been claimed against a facility / Procedure/investigation actually available and performed at the Organization.
4. That if,any information is found to be untrue, Hospital /Super Speicality Diagnostic centre would be liable for de-recognition/de-empanelment by ESIC. 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/ Diagnostic Centre has the capability to submit bills and medical reports 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/ Diagnostic Centre will pay damage to the beneficiaries if any injury, loss of part or death occurs due to gross negligence. 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.
7. That the Hospital /Diagnostic centre has not been de-recognized by CGHS or any State Government or any other organization in the last three financial years.
8. That no investigation by central Government / State Government or any statutory investigating agency is pending or contemplated against the hospital / Diagnostic centre.
9. I/We agree for the terms and conditions prescribed in the tender document.
10. Hospital agrees to implement electronic medical records as per the standards approved by Ministry of Health and Family Welfare, Government of India and guidelines issued within one year of its empanelment.
11. I/We also undertake to provide uninterrupted services otherwise alternative arrangements will be made at the **risk and cost** of our institute.
12. I/We also undertake not to deny treatment/ investigation to any patient referred from ESI system and having entitlement for treatment as per ESI rules.
13. I/We also undertake to observe the instructions of ESIC issued from time to time in connection with services under the empanelment.
14. I/we undertake to provide data/information/documents/treatment papers in the form and format as required by ESIC regarding SST treatment of ESI beneficiary.

**SIGNATURE OF APPLICANT**

**Medical Superintendent/Managing Director/Proprietor**

## **Annexure-V**

**I/We submitting copies of the following documents (wherever applicable) along with the tender-**

1. Copy of legal status, place of registration and principal place of business of the health care organization 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 of running blood bank.
5. Copy of the documents fulfilling necessary statutory requirements.
6. All documents mentioned in Terms and Conditions point III- **copies of documents required for Empanelment (a to o)**

**SIGNATURE OF APPLICANT**  
**Medical Superintendent/Managing Director/Proprietor**