



राज्य चिकित्सा आयुक्त कार्यालय /
OFFICE OF SENIOR STATE MEDICAL COMMISSIONER
कर्मचारी राज्य बीमा निगम
EMPLOYEES' STATE INSURANCE CORPORATION
श्रम एवं नियोजन मंत्रालय, भारत सरकार
Ministry of Labour & Employment, Govt. of India
पंचदीप भवन, विंग नं० 4, शिवपुरी प्रेमनगर, देहरादून, उत्तराखण्ड
PANCHDEEP BHAWAN, WING NO. 4, SHIVPURI, PREM Nagar,
DEHRADUN, UTTARAKHAND
बीट Code : I PIN Code : 248007
ISO 9001 : 2008 CERTIFIED

विता से मुक्ति
दूरभाष
0135-2774762-63

संख्या- 61/SMC/tie-up S.S.Hospital/2013-14

दिनांक- 16.03.2014

विशिष्ट व अति विशिष्ट उपचार के लिए अनुबन्ध हेतु निविदा आमंत्रण सूचना (केवल रुद्रपुर, उत्तराखण्ड के लिए)

वरिष्ठ राज्य चिकित्सा आयुक्त, क०रा०बी०निगम, क्षेत्रीय कार्यालय, विंग नम्बर- 4, शिवपुरी प्रेमनगर देहरादून-248007 उत्तराखण्ड द्वारा **केवल रुद्रपुर में स्थित** सरकारी/अर्द्धसरकारी/सी०जी०एच०एस० अनुमोदित अस्पतालों से कर्मचारी राज्य बीमा निगम के लाभार्थियों को सी०जी०एच०एस०/एम्स द्वारा समय-समय पर लागू दरों पर नकद रहित **विशिष्ट व अति विशिष्ट उपचार सुविधा** प्रदान करने हेतु पुनः निविदाएं आमंत्रित की जाती हैं। **नियम और शर्तों (Annexure-I), (Annexure-II), (Annexure-III A अथवा IIIB, जो भी लागू हों), (Annexure-IV), (Annexure-V) व आवेदन फॉर्म हमारी वेबसाइट www.esicuttarakhand.in / www.esic.nic.in से डाउन लोड किये जा सकते हैं।** निविदा फॉर्म सीलबन्ध लिफाफे में राज्य चिकित्सा आयुक्त कार्यालय को निम्नानुसार प्रेषित करें :-

निविदा प्राप्ति की अंतिम तिथि एवं समय	निविदा खोलने की तिथि एवं समय	निविदा फॉर्म जमा करने / खोलने का स्थान
मार्च 31, 2013 अपराहन 2 बजे तक	मार्च 31, 2013 अपराहन 3 बजे	वरिष्ठ राज्य चिकित्सा आयुक्त कार्यालय, क्षेत्रीय कार्यालय, क०रा०बी० निगम, विंग नं० 4 शिवपुरी प्रेमनगर देहरादून-248007

निविदा दस्तावेज किसी भी राष्ट्रीयकृत/अनुसूचित बैंक द्वारा जारी एवं "ई०एस०आई०सी० फंड एकाउन्ट नं० 1" के पक्ष में एस०बी०आई० देहरादून में देय **रु०1000/- (एक हजार रु० मात्र)** के वापसी अयोग्य डिमान्ड ड्राफ्ट के साथ जमा की जाए।

विधिवत रूप से भरे गये निविदा फॉर्म क्षेत्रीय कार्यालय में रखे गये निविदा बक्सों में व्यक्तिगत रूप से डाले जा सकते हैं अथवा पंजीकृत/स्पीड पोस्ट द्वारा भेजे जाएं। **निविदा सील बन्द हो और उस पर बड़े एवं मोटे अक्षरों में ' विशिष्ट एवं अतिविशिष्ट उपचार हेतु अस्पतालों से अनुबन्ध हेतु निविदा' लिखा जाय।**

निर्धारित तिथि एवं समय के बाद (व्यक्तिगत रूप से अथवा डाक से) प्राप्त निविदा अथवा ई-मेल/फैक्स से प्राप्त अथवा निर्धारित शुल्क के बिना प्राप्त निविदा तत्काल रद्द कर दी जायेगी।

अद्योहस्ताक्षरी के पास निविदाओं को बिना कारण बताए स्वीकृत/रद्द करने का अधिकार सुरक्षित है।

नोट:1 निविदा प्राप्ति खोलने की तारीख को अवकाश होने पर निविदा अगले कार्य दिवस में उपरोक्त समयानुसार स्वीकार/खोली जायेगी।

नोट:2 निविदा खोलने के समय आवेदक उपस्थित हो सकते हैं।

वरिष्ठ राज्य चिकित्सा आयुक्त
उत्तराखण्ड



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दूरभाष
0135-2774762-63

No. 61/SMC/tie-up S.S.Hospital/2013-14

Dated: 16.03.2014

Notice Inviting Expression Of Interest (EOI) for Empanelment of Secondary care (specialty) and tertiary care (super specialty) treatment services at Rudrapur, Uttarakhand

Senior State Medical Commissioner, ESIC Regional Office, Wing No-4, Shivpuri, Prem Nagar Dehradun, Uttarakhand PIN-code -284007 re-invites Expression of Interest (EOI) from Government/Semi-Government/CGHS approved/Private Hospitals **situated at Rudrapur only** for the Empanelment of secondary care (specialty) treatment services *and* tertiary care (super specialty) treatment on cashless basis for ESI beneficiaries at CGHS/AIIMS Rates as in force from time to time. **The applicants shall download the tender documents which comprises the Application form, Terms and Conditions (Annexure-I), Expression of Interest form (Annexure –II), Information about Services Being offered (Annexure-III A or IIIB, whichever is applicable) Rate list (Annexure-IV) and Undertaking (Annexure-V) from our websites www.esicuttarakhand.in/www.esic.nic.in. Applications in sealed envelope complete in all respects should reach the office of Sr. State Medical Commissioner as per the schedule given below:-**

Last date of receipt of EOI/Tender form	Date & time of opening of the tender	Place for submission of tender forms/ opening of tender forms
March 31, 2014, up to 2.00 PM.	March 31, 2014 at 3.00 PM	Office of the Senior State Medical Commissioner, Regional Office, ESI Corporation, Wing No-4, Shivpuri, Prem Nagar Dehradun, Uttarakhand.

The cost of the tender documents 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) alongwith annexures 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 secondary care (specialty) treatment or tertiary care (superspecialty) treatment”.** (Tick whichever is applied for)

Tenders received after the scheduled date and time (either by hand or by post) or open tenders or tenders received through e-mail/fax or without the prescribed fee 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 till at the same time.

Note:-2. Applicants may be present at the time of opening of bids.

Sr. State Medical Commissioner
Uttarakhand

Application Form

(For empanelment of Hospitals for Speciality and super speciality treatment)

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

Subject: Expression of Interest (EOI) for Empanelment for Secondary Care and Tertiary Care treatment to ESI beneficiaries.

Sir,

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

- **Secondary Care (Speciality) treatment services**
- **Tertiary Care treatment (Super Speciality) services**

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,III(A)/ III(B) (Which ever is applicable),IV and 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: Duly filled Annexure I,II, III (A)/ III(B) (Whichever is applicable) ,IV,V and Demand Draft.



OFFICE OF SENIOR STATE MEDICAL
COMMISSIONER

Phone:0135-
2774762-63

Employees' State Insurance Corporation
Ministry of Labour & Employment, Govt.of India
Panchdeep Bhawan, Wing no. 4, Shivpuri,
Premnagar, Dehradun, Uttarakhand
PIN Code : 248007

ISO 9001 : 2008 CERTIFIED

No. 61/SMC/Tie up/2013-14

Dated: 15.03.2014

Annexure I

TERMS AND CONDITIONS

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

1. General Terms and Conditions:

- a) **Hospitals providing secondary care (specialty) treatment services and tertiary care (superspecialty) treatment services at Rudrapur may apply.**
- b) **The Hospitals who have already applied for empanelment in response to NIT dated 01.11.2013 need to apply again.**
- c) 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.
- d) Hospital applying for both **Secondary Care (Speciality) and Tertiary Care (super speciality)** treatment services should submit separate application forms along with the prescribed fee, annexure 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 "EOI for empanelment of Hospitals for Secondary Care (Speciality) and Tertiary care (superspecialty) treatment"**. (Mention clearly whichever is applied for).

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 and necessary documents shall summarily be rejected.

- e) Rates of package and procedure/investigation will be as per **Central Government Health Scheme (CGHS) (Dehradun)** rates as revised from time to time. Where these rates are not available, AIIMS/ Govt Hospital Rates, if available, will be applicable.
- f) Contract may be awarded to one or more Tenderers depending upon the concentration of ESI beneficiaries.
- g) The Applicant should apply for at least five Specialties **in secondary care (i.e. Medicine, surgery, gynecology & obstetrics, orthopedics and pediatrics)** and any number of **specialties for tertiary care** treatment(as per clause2). However, this condition is relaxable if hospital with five basic specialities is not available.

- h) Successful applicants (who intends to apply for **Secondary** and/or **tertiary Treatment**) shall have to furnish a Performance Bank Guarantee (**PBG**) of (Rs. Two lakh for empanelled Hospital each for secondary care treatment and tertiary care treatment) from a nationalized bank having validity of 24 months plus 6 months from the date of agreement.
- i) **Application form and (Annexure I, II, IIIA/IIIB, IV& V) should be duly filled and signed by the proprietor, or duly authorized person with official seal/rubber stamp.**
- j) 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. (The institution has to give undertaking in this regard in **Annexure-V**).
- k) The applicant or his/her representative should always be available/ approachable over phone. For this purpose, a **Nodal Officer** shall be nominated by hospital to interact with ESIC beneficiaries/Sr. State Medical Commissioner (SSMC) office. His/her mobile number/e-mail ID/fax details should be made available to ESIC & should also be displayed at the **helpdesk** provided for ESIC beneficiaries.
- l) In case of emergency, the empanelled hospital should be prepared to inform progress/investigation Reports over the telephone/ by e-mail/ by Fax.
- m) The empanelled Centre must be standard one (and if NABH or equivalent accreditation (as per CGHS), submit such proof) and should have standard equipment, re-agents etc, qualified and trained manpower.
- n) The empanelled center shall send the bills in duplicate in hard copy. However, the facility to send the bills in digital format is desirable.
- o) Members of the Inspection Committee as constituted by SSMC shall visit the empanelled centre before entering in to the contract and during the period of empanelment. The tenderer shall be prepared to explain / reply the queries of the members of the inspection committee/ authorised person of ESIC during the period of empanelment.
- p) An Agreement on stamp paper of **appropriate value** shall be signed with Hospitals that are approved for empanelment after scrutiny of bids 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 SSMC office. Technical Bid must be accompanied with all prescribed mandatory documents duly verified & signed, failing which the bid will not be entertained.

2. Eligibility

2.I Eligibility for Empanelment of Hospitals for Secondary Care.

2.I (A) Hospitals already on the panel of CGHS may be empanelled.

2.I (B)(a).The **other hospitals** applying for **secondary care treatment** facilities must satisfy the following conditions:-

General purpose Hospital providing speciality treatment/investigation facilities having 50 or more inpatient medical beds (Excluding ICU beds) in Rudrapur, Uttarakhand and in the following specialties:

- 1. General Medicine,**

2. **General Surgery,**
3. **Obstetrics and Gynecology,**
4. **Paediatrics,**
5. **Orthopedics**
6. ENT
7. Ophthalmology
8. Imaging and in-house diagnostic facilities
9. Dental specialty
10. Blood bank
11. Others,(if any)

Note:-

- a) **In respect of the above, it is clarified that the first five specialties from serial number 1 to 5 are must for empanelment. However, condition with regard to no. of beds and no. of specialties is relaxable, if there are no hospitals satisfying above mentioned conditions.**
- b) **In addition to the above, the Hospital must also have**
 - (i) **Intensive Care Unit**
 - (ii) **24 hours emergency services managed by technically qualified staff and**
 - (iii) **Provision of dietary services to the patients.**
- c) **Information is to be submitted in annexure-III(A) (Preference shall be given to the hospital having in-house Imaging & diagnostic facilities and Blood bank).**

2. **I (B) (b) (i) Speciality Eye Centres:** Can be empanelled if fulfilling the Criteria as defined by CGHS.
- (ii) **Dental clinic:** Can be empanelled if fulfilling the Criteria as defined by CGHS.

2.II. Eligibility for hospitals for tertiary care treatment in the specialties mentioned at 2.II(B).

2.II.A Hospitals already on the panel of CGHS may be empanelled.

2.II.(B). The other hospitals applying must satisfy the following conditions:-

Hospitals in Rudrapur, Uttarakhand with **100 or more inpatient medical beds (Excluding ICU beds)** can apply for the following treatment facilities:

1. Any treatment rendered to a patient at tertiary care centre/super speciality hospital by a super specialist.
2. Cardiology & Cardiothoracic vascular surgery
3. Neurology and Neurosurgery
4. Pediatric surgery
5. Oncology and Oncosurgery*
6. Urology and Urosurgery
7. Gastroenterology & GI Surgery
8. Endocrinology & Endocrine Surgery
9. Burns and Plastic Surgery.
10. Reconstruction Surgery.

Note:-

- (i) * The hospitals applying for cancer treatment should have all treatment facilities including chemotherapy and radiotherapy (approved by BARC/AERB).
- (ii) The **cancer hospitals** having **minimum of 50 beds** (Excluding ICU beds) for cancer patients having all treatment facilities including chemotherapy and radiotherapy (**approved by BARC/AERB**) can apply.
- (iii) **Hospitals which are applying for one or more specialties mentioned above at 2.1I (B) may have less than 100 beds provided they have at least 25 beds earmarked for each speciality applied for with at least 15 additional beds.**
For example hospital applying for one speciality must have 25 (plus 15 beds i.e. 40*beds and hospital applying for two specialties must have 25X2 plus 15 beds i.e. 65* beds and so on.*
***Exclusive of ICU beds.**
- (iv) **In addition to the above, the Hospital must also have:**
 - 1) **Intensive Care Unit**
 - 2) **24 hours emergency services managed by technically qualified staff and**
 - 3) **Provision of dietary services to the patients.**
- (v) **Information is to be submitted in annexure-III (B)**

(Preference shall be given to the hospital having in-house Imaging & diagnostic facilities and Blood bank).

3. Conditions Related to Packages and other Rates (applicable for Secondary and Tertiary Care Services).

3.I (a) (i) Package rate shall mean and include lump sum cost of in-patient treatment/ diagnostic procedure/ day care for which a ESI beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge as per CGHS terms and conditions.

3.I (a)(ii) **In order to remove the scope of any ambiguity** on the point of package rates, it is reiterated that the package rate for a particular procedure is inclusive of all sub-procedures and all related procedures to complete the treatment procedure. The patient shall not be asked to bear the cost of any such procedure/item.

3. I(a)(iii) The hospital should be well equipped and engaged in providing Medical and/or Surgical facilities. The **facility should have** an operational pharmacy and diagnostic services. In case, health provider does not have an operational pharmacy and diagnostic services, they should **be able to link** with the same in close vicinity so as to provide ‘**cash less**’ service to the patient.

3.I (a)(iv) Hospitals undertaking surgical operations should have **fully equipped Operating Theatres** of their own.

3.I (a)(v) Hospital should have **Fully qualified doctors and nursing and other staff** under its employment round the clock.

3.I(b) The Bidding Hospital shall follow the conditions mentioned below in relation to drugs/treatment/procedures/devices etc. These are:-

- (i). Cost of implants/stents/grafts is reimbursable in addition to package rates as per CGHS/AIIMS ceiling rates and terms & conditions for the same. If no such rates are available then the condition as at 3 I (b) (ii) shall be applicable.
- (ii). For devices/stents etc. not described in CGHS/AIIMS/Govt Hospital rates 15 (fifteen) *percent* discount on Maximum Retail Price (MRP)/hospital rate.
- (iii). In case of non-package treatment, 10 (ten) *percent* discount on the MRP of the medicines used during the stay of ESI patient will be given by the hospital.
- (iv). The empanelled hospital shall not refuse to treat any ESI patient in case of emergency in any specialty which is available in hospital whether it is empanelled or not for the same. The hospital shall levy CGHS/AIIMS approved rates for the procedure/investigation. If no such rates are available, then condition at 3I (b)(ii & v) is applicable. However, intimation has to be given to SSMC by telephone & fax /email as soon as practicable and on the next working day in case of holiday. In case of genuine delay, reason should be given and approval should be taken from SSMC.
- (v). 15(fifteen) *percent* discount on hospital's rates if there is no package procedure/investigation rate under CGHS/AIIMS/ Govt hospital .

3. I (c) (i) Hospital/diagnostic centers empanelled with SSMC,ESIC, Uttarakhand shall not charge more than the CGHS/AIIMS package rates. If empanelled Hospital rates are lower than CGHS/AIIMS rates, then the former will be charged. The Empanelled Hospital/diagnostic centers shall give a certificate to this effect while submitting the bills.

3. I(c)(ii)The services provided to ESI Insured person and dependent family members shall be **cashless**. In no case the empanelled Hospital will ask for cash/kind from the ESI beneficiary even for the facilities for which the Hospital is not empanelled for. For such facilities CGHS/AIIMS rates will be charged. If there is no CGHS/AIIMS rates available, then clause 3 I (b) (ii) & (v) is applicable.

3. I(c)(iii) Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable.

3. II. Envisaged duration of indoor treatment for Package will be as per CGHS terms & conditions.

3. 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. However if additional stay beyond the period covered in package rate is required for recovery in exceptional cases, supported by relevant medical records and certified as such by the hospital, additional reimbursement shall be allowed for

accommodation charges as per entitlement, investigation charges (at approved rates), doctor visit charges (not more than two visits per day by specialist/ consultant) and cost of medicines. (i.e. as per CGHS terms & conditions)

3. IV. The package rates given in CGHS rate list are for Semi-Private Wards. At present, ESI beneficiaries (Insured person (IP) and dependant family members) are entitled for general ward and hence there will be a decrease of 10(Ten) *percent* in the rates. For private ward category (if any one eligible), rate shall be increased by 15(Fifteen) *percent* 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.

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

3.V(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(as per CGHS). Room rent for different categories (Private ward, Semi Private Ward and General ward) would be applicable as per CGHS terms & conditions.

3.V(b). 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.

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

3. VI. 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(fifty) *percent* of charges for minor procedures.

3. VII. 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. However, Services will be provided by the hospital as per the terms of contract.

3. VIII. Primary Health care to ESIC beneficiaries is being provided by ESIS dispensaries in Uttarakhand. The secondary health care will be provided by empanelled hospitals for secondary care. ESIS dispensaries and the hospitals empanelled for Secondary Health care services in the state by ESIC may refer to hospitals/diagnostic centers empanelled for tertiary care treatment and/or investigation under intimation to SSMC. However, if the ESI beneficiary reaches the hospital directly **in case of emergency**, the hospital may start treatment and take Ex-post facto approval from the SSMC. In non-emergency cases, patient may be given advice and referred to ESI dispensary for the needful.

3. IX. Direct admission without proper referral form along with other necessary documents should not be entertained at all except in life saving conditions such as cardiac/neurological emergencies, road side accidents, emergencies needing immediate ventilator support with ICU care etc. Such cases requiring indoor treatment shall be reported by the empanelled hospital to the SSMC, ESIC, Uttarakhand immediately and latest by next working day positively with necessary documents through email/fax etc. However, ex-post-facto approval shall be given by the SSMC after having complete and valid justification from the treating hospital/centre.

3. X. Empanelled Centers will investigate/treat the ESI beneficiary patient only for the condition for which they are referred with permission, and in the specialty/super specialty 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 SSMC shall be informed accordingly by email/fax with justification for approval as soon as it is practicable to do so (preferably by next working day).

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

3.XII The empanelled hospital shall provide free OPD consultation for follow up after hospitalization for at least two visits.

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

3. XIV. The empanelled centre will have to report on daily basis the details of admitted patients for indoor treatment to Sr. State Medical Commissioner Uttarakhand on e-mail address smc-uk@esic.in in the prescribed format.

4.Payment Schedule

The empanelled hospitals will send bills along with necessary supportive documents to the office of Sr State Medical Commissioner, ESIC, Dehradun immediately after treatment of ESI patient is over. The details of documents to be submitted 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 doses given/advised on discharged 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 along 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 some detail of the implant/device i.e. batch no. size, quantity expiry date (if any).
- d) Stickers of implants duly verified by the treating consultant should be attached.
- e) Referral Slip/OPD Slip by ESIS dispensary.
- f) Referral Form duly filled from ESIS dispensary and referral letter from secondary care empanelled hospital/ government hospital (in case the patient is referred from secondary care hospital to super speciality hospital) along with supporting documents.
- g) In case of emergency, emergency certificate stating the justification for admission and treatment from the empanelled hospital.
- h) ESI Benefit entitlement certificate.
- i) Patients / attendant satisfaction Certificate.
- j) Pahchan Card/ identity certificate of the Insured persons (IP)/ family.
- k) The original bill of the hospital in relation to the patient duly signed by the authority, duly stamped and dated.

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 format**.

The bills must be submitted to this office for payment immediately after discharge/completion of consultation/treatment/investigation. However, the diagnostic centers shall send the bills on monthly basis along with the above mentioned documents whichever is applicable for them.

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

5.Duration of the contract

The contract shall remain in force for a period of two years from the date of signing of the contract and may be extended for subsequent period subject to performance of the hospital on fulfillment of all terms and conditions of this contract and with mutual consent.

5. Duties and Responsibilities of Empanelled Hospitals

- a) 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.
- b) 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. The Name and Contact Number of **ESI Nodal Officer(s)** should also be displayed on the notice board both in **English and Hindi**.

- c) Empanelled hospital /centre shall abide by all conditions herein mentioned during the period, this contract is in force.
- d) The empanelled centre will have to comply with the instructions/ directions issued by the Sr. State Medical Commissioner, Uttarakhand from time to time.
Failure of Empanelled hospital /centre to comply with any of the above condition any time during the period the contract is in force, will make the empanelled centre liable for de-empanelment after giving due notice.

7. Hospital obligations during the Contract Period.

The empanelled Hospital 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.

Hospital must intimate the change in the form of ownership, incorporation or collaboration failing which the contract may be terminated by SSMC office after due process.

8. Liquidated Damages

Empanelled 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.**

9. 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, SSMC, 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.

10. Termination for Default

- a) Sr State Medical Commissioner, ESIC, Uttarakhand, may, without prejudice to any other remedy and for breach of Contract in whole or part may terminate the contract:-

- i. If the Hospital 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 and 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 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.
- c) The ESIC shall have the right to terminate the Contract in case the empanelled hospital is wound up/dissolved/re-incorporated. 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.

11. Premature termination of contract:

In case of premature termination of contract by the empanelled centre without a notice of at least three months duration, it will have to pay to the ESIC, the damages, to be determined by the SSMC, the same may be recovered either from pending bills or PBG may be invoked or both (if not paid otherwise).

12. Indemnity

The Empanelled Hospital 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 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. The Hospital 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.

13. 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 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 appointed by State Medical Commissioner, Uttarakhand. 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, Uttarakhand. Any legal dispute shall be settled at court having jurisdiction in Dehradun only.

14. 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.

15. 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.

16. 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.

State Medical Commissioner, ESIC, Uttarakhand, reserves 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 or authorised person with Office seal/rubber stamp)

Expression of Interest/Offer Form (Information about the Centre)

(To be submitted duly filled along with supporting documents along with the application form for secondary care/tertiary care services)

1. General Information for Hospital:

- i. Name of the Hospital with complete address _____
- ii. Telephone and Fax Number(s) along with STD Code. _____
- iii. Email. ID _____
- iv. Mobile No. of Head of Institution _____
- v. Distance from Nearest ESIS dispensary in KMs: _____
- vi. Distance from Nearest Civil/ Govt. Hospital in KMs: _____
- vii. Nearest Landmark: _____
- viii. Name, designation along with contact no's(landline and mobile) of authorized person/Nodal Officer (attach authority letter) _____
- ix. List of Available major equipments needed for speciality/super speciality treatment/ investigation i.e. name and year of manufacturing/installation :(**Separate sheet to be attached**).
- x. Demand Draft Number, date & Amount: _____
- xi. Drawee bank branch: _____
- xii. ECS Transfer Details: Bank Account number of the Applicant and name of bank and IFSC of Branch: _____
- xiii. PAN/TAN number of firm/proprietor (Photocopy to be attached) _____

2. Information Regarding Hospital

- i. List of available secondary care/tertiary care services for which the hospital is interested for tie-up arrangement: (As per Annexure-III (A)/ (B) respectively). (Tick if attached)
- ii. Bed strength of the Hospital (As per secondary care/Tertiary care services applied for) _____
- iii. No of ICU Beds (secondary care/tertiary care services wise): _____
- iv. Number of functioning Operation Theatres secondary care/tertiary care services wise: _____
- v. List of Availability of full time Specialists/ super specialists along with their Degrees/certificates speciality/super speciality wise for which center is going to empanelled :(separate sheet to be attached) _____

- vi. List of Availability of part-time and on call specialist/super specialist along with their Degrees/certificates specialty/super specialty wise for which center is interested to be empanelled: (separate sheet be attached).
- vii. List of all doctors, paramedical and non-medical :-(separate list for doctor, paramedical and non medical be attached) along with period of stay and qualification.
- viii. Daily and monthly number of patients Speciality/ super specialty wise (separate sheet to be attached)_____.
- ix. Name of existing organizations/institutions with whom the Hospital is empanelled with (details).
- x. Category of the hospital NABH or equivalent as per CGHS/NON NABH.
_____.
- xi. Actual Rate list of hospital for various packages/procedures. (**Annexure IV**) (tick if attached)

Date:

Place:

(Name and signature of proprietor/authorized person with office seal/ rubber stamp)

Note 1: Enclosures should be attached in the order as per the information given above.

Note 2: Technical evaluation of the Hospital/diagnostic centers shall be based on information provided by them on the above mentioned points and they shall mandatorily provide documentary proof for the same. No future correspondence shall be entertained in this regard. An Inspection committee will visit these centers for inspection which qualify in the technical bid.

Information about Specialty services being offered for Empanelment.

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

Name of the Hospital:

I. Speciality Treatment: as at page no.5

1. General Medicine,
2. General Surgery,
3. Obstetrics and Gynecology,
4. Paediatrics,
5. Orthopedics
6. ENT
7. Ophthalmology
8. Imaging and in-house diagnostic facilities
9. Dental Speciality
10. Blood bank
11. Others, if any

Note:-

Note:- The institutions applying must provide services for the specialties mentioned at serial number 1 to 5 and others at serial number 6 onwards may be additional services. Please read clause 2.I(B) in this regard. However condition is relaxable, if there are no hospitals providing all the speciality services mentioned at S.No.1-5 available.

II.(a). Specialized Eye Centers (as per CGHS)

II.(b). Dental Clinic (as per CGHS)

Date:

Place:

(Name and signature of proprietor/authorized person with office seal/ rubber stamp)

Information about Super-Specialty services being offered for Empanelment

(Tick the specialty in which empanelment is desired by Hospital)

Name of the Hospital:

1. Super Speciality Treatment:

1. Any treatment rendered to a patient at tertiary care centre/super speciality hospital.
2. Cardiology and cardiothoracic vascular surgery.
3. Neurology and Neurosurgery
4. Paediatric Surgery
5. Oncology and Oncosurgery (approved by BARC/AERB)
6. Urology and Urosurgery
7. Gastroenterology and GI Surgery
8. Endocrinology and endocrine surgery
9. Burns and Plastic Surgery
10. Reconstructive Surgery

Date:

Place:

(Name and signature of proprietor/authorized person with office seal/ rubber stamp)

Rate list of hospital (facility/investigation wise)

Date:

Place:

(Name and signature of proprietor/authorized person with office seal/ rubber stamp)

UNDERTAKING

I/We _____ (name of proprietor/Director/authorised person) 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/AIIMS rates and other terms and conditions of Tender documents failing which the Sr State Medical Commissioner, Regional Office, ESIC, Wing No.4, Shiv Puri, Prem Nagar, Dehradun, Uttarakhand is entitled to take action against me/us as he/she 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, II, III, & IV is correct and also fully understand the consequences of default.

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

Date:

Place:

(Name and signature of proprietor/authorized person with office seal/ rubber stamp)