



Regional Office
Employees' State Insurance Corporation
Panchdeep Bhawan, Housing Board
Phase-1, Sai Road, Baddi (173205)
Ph.No- 01795-245961
email:- rd-hp@esic.nic.in

“Expression of Interest (EOI)”
for Empanelment to provide
Secondary Care Treatment & Diagnostic services.

Last Date of submission of EOI :19/03/2019, 11:00am

For any further clarifications/queries for e-Procurement Portal, please contact at:

Email id for Support /Helpdesk -
<https://esictenders.eproc.in/html/Support.asp>

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क्षेत्रीय कार्यालय

कर्मचारी राज्य बीमा निगम
पंचदीप भवन, हाउसिंग बोर्ड
फेस-1, साई रोड, बद्दी
पिन-173205(हि.प्र.)
दूरभाष:01795-245961



चिंता से मुक्ति
फैक्स-01795-245962

Regional Office

Employees' State Insurance Corporation
Panchdeep Bhawan, Housing Board,
Phase-1, Sai Road, Baddi ,
Pin- 173205 (H.P.)
e.mail: rd-hp@esic.nic.in

No.- H.P-14/Med./Tie-up/Secondary /2019

Date:13/02/2019

NOTICE

Regional Director, Employees' State Insurance Corporation, Regional office, Sai Road, Baddi, intends to enter in tie up arrangement (cashless) through Expression of Interest (EOI) for Secondary Care Services/ Diagnostic facilities (Non-Superspeciality Investigations) for ESIC Model Hospital Baddi, Himachal Pradesh with the reputed Hospitals/ Diagnostics establishments empaneled with CGHS/ State Govt/ PSU etc. located in the state of Himachal Pradesh and adjoining areas for ESIC beneficiaries as per rate & discount finalized on CGHS Chandigarh/AIIMS rates, terms and conditions. For further detail please visit at <http://eprocure.gov.in>, <https://esictenders.eproc.in> & <https://www.esic.nic.in/tenders>.

The Regional Director reserves the right to accept or reject any or all the applications without assigning any reason(s) thereof.

Regional Director
(Himachal Pradesh)

Specific instructions for e-tender participation

Important Instructions for Bidders regarding Online Payment:-

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E-Tenders.

Bidders should get Registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under Internet Explorer -> Tools → Internet Options -> Security -> Trusted Sites -> Sites of Internet Explorer :

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.ipg-online.com>

Also, Bidders need to select “Use TLS 1.1 and Use TLS 1.2” under Internet Explorer → Tools -> Internet Options -> Advanced Tab -> Security.

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or Net Banking for participating in the Tender.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>

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Employees' State Insurance Corporation
Panchdeep Bhawan, Housing Board,
Phase-1, Sai Road, Baddi ,
Pin- 173205 (H.P.)

e.mail: rd-hp@esic.nic.in

No- H.P-14/Med./Tie-up/Secondary /2019

Date: 13.02.2019

Notice Inviting EOI for Empanelment for Secondary Care/ Diagnostic Services.

Regional Director, Employees' State Insurance Corporation, Regional office, Sai Road, Baddi, intends to enter in tie up arrangement (cashless) through Expression of Interest (EOI) for Secondary Care Services/ Diagnostic facilities (Non-Superspeciality Investigations) for ESIC Model Hospital Baddi, Himachal Pradesh with the reputed Hospitals/ Diagnostics establishments empaneled with CGHS/ State Govt/ PSU etc. located in the state of Himachal Pradesh and adjoining areas for ESIC beneficiaries as per rate & discount finalized on CGHS Chandigarh/AIIMS rates & ESIC terms and conditions.

Terms and conditions to service providers (Annexure- A), General Condition for Empanelment (Annexure- B), Expression Of Interest form (Annexure-C), Speciality for Empanelment (Annexure-D), Rate list (Annexure-E), undertaking (Annexure-F), Annexures (G to N) and Procedure of Referral and Bill Processing through M/s UTI-ITSL (Annexure-O) from the website at <https://esictenders.eproc.in>, <https://www.esic.nic.in/tenders>. EOI in sealed envelope complete in all respects should reach the office of Regional Director, ESI Corporation, Housing Board, Phase-1, Sai Road, Baddi-173205 (Himachal Pradesh) as per schedule given below:

Date of floating of EOI	18/02/2019 , 11:00am
Last date and time for submission of online EOI	19/03/2019, 11:00am
Last date and time of submission of sealed EOI forms & EMD (Hard copy of the EOI submitted online)	19/03/2019, 11:30am
Date and Time of opening of EOI	19/03/2019, 12:30pm

Pre-Bid meeting will be held on 08/03/2019 at 02:30 pm at the Regional Office, ESIC HP to clarify doubts if any.

Online EOI will be opened in the office of Regional Director, Regional Office, Baddi, on the date & time given above. If online EOI opening date happens to be a holiday, it will be opened on next working day at same time. Applicant/authorized person may choose to be present at the time of opening of EOI. The EOI request shall remain valid up to 90 days from the date of opening.

Duration of agreement: Duration of agreement shall be for a period of 02 years extendable for One year at the sole discretion of Regional Director, ESIC, Himachal Pradesh subject to fulfillment of all terms and conditions and with mutual consent.

EMD submission (along with EOI form):- Account Payee Demand draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from a commercial Bank for Rs. 20,000 in favour of 'ESI Fund Account No.1' payable at SBI Baddi. It should be valid for a period of 45 days beyond the bid validity period.

Return of EMD of unsuccessful tenderers will be refunded within 30 days after award of contract without any interest. EMD of successful tenderers will be refunded after deposition of security money without accrual of any interest. EMD will be forfeited in event if the successful bidders declines the offer.

- The interested tenderer should upload duly filled tender form along with scanned copies of all relevant certificates/documents etc. (all duly signed) on <https://esictenders.eproc.in> latest by the date as specified above. A scanned copy of EMD is required to be uploaded along with the tender document.
- Demand draft of EMD alongwith all related documents of EOI forms must be dropped in the tender box kept at ESIC Regional Office, Housing Board, Sai Road, Baddi- 173205 in a sealed envelope latest by the date as specified above. Envelop should be labeled as: "EOI for Empanelment for Secondary Care or Diagnostic Services (Non-Superspeciality Investigations)" along with name of the hospital/ diagnostic center.
- Non submission of Bids online as directed, will lead to rejection of the offline Tender application submitted.
- The Basis of Evaluation of Tender will be solely on online documents submitted by the tenderer. Only in case of any document not getting downloaded or not clear, corresponding Hard copy will be considered for evaluation. In case of any discrepancy/ dispute the online version & document will sustain.
- Late bids i.e. bids received after the specified last date of receipt will not be considered.
- The ESIC will reserve the right to accept or reject any or all the tenders without assigning any reason whatsoever.

**Regional Director
(Himachal Pradesh)**

Application Form

(For empanelment of Hospitals/ Diagnostic Centres for Secondary Care/ Diagnostic services)

To,

**The Regional Director
Regional Office, ESIC
Housing Board, Phase- 1
Sai Road, Baddi
Himachal Pradesh
PIN-173205**

Subject: Expression of Interest (EOI) for Empanelment for Secondary Care/ Diagnostic services (Non-Superspeciality Investigations) 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 services. ()**

*** Diagnostic facility. ()**

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: A to O' 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 Annexures: 'A to O' and EMD.

ANNEXURE (A)

TERMS & CONDITIONS TO SERVICE PROVIDERS

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

Document Cost:

The tender document can be downloaded free of cost from the Central Public procurement portal at <http://eprocure.gov.in>, <https://esictenders.eproc.in> & <https://www.esic.nic.in/tenders>

Document Acceptance:

The bidders has to apply online through the online portal (<https://esictenders.eproc.in>) Hard copy of duly completed EOI forms along with annexures and necessary documents may be dropped in person in the tender box kept at ESIC Regional Office, Baddi. EMD (Hospital Name & address should be written on back side of EMD) along with all the documents of EOI should be dropped in the tender box in a sealed envelope (**by hand**) super-scribed as “**EOI for Empanelment for Secondary Care or Diagnostic Services (Non-Superspeciality Investigations)**” at Regional Office, ESIC , Housing Board Phase-1, Sai Road, Baddi- 173205 by the stipulated date & time at the address mentioned above.

EOI documents received after the scheduled date and time or open tenders or tenders received though e-mail/fax shall summarily be rejected.

Scope of Services to be covered under**Secondary Care**

- (i) General Medicine
- (ii) General Surgery
- (iii) Obstetrics and Gynecology
- (iv) Pediatrics
- (v) Orthopedics
- (vi) ENT
- (vii) Skin & Venereal services
- (viii) Psychiatry
- (ix) ICU services under various speciality
- (x) Trauma & Critical care.
- (xi) Ophthalmology & related surgeries with investigations.
- (xii) Dental Speciality
- (xiii) Blood Bank
- (xiv) Neonatology & Pediatrics with NICU & PICU
- (xv) Others (If any)

Diagnostic service (except Super-specialty Investigations*)

- (i) In house Imaging and diagnostic facilities.
- (ii) In house Lab Facilities
- (iii) Radiological facilities.

***Super-specialty Investigations (Not included for Empanelment)** a). CT scan, b). MRI, c). PET scan, d). ECHO Cardiography, e). Scanning of other body parts, f). Specialised bio-chemical and immunological investigations, g). Any other investigation costing more than Rs. 3000/- per test.

The Hospital Should have in-house X-ray Facility, Bio-Chemical Lab, Microbiology, USG etc. The Hospital Should have in house Professionals for the Speciality applied for.

Condition for opening of EOI Documents:

1. Please ensure that each page of the request for proposal is downloaded and is submitted in toto with each page signed by the Proprietor/Director/Legally Authorized Person (Due authorization to be enclosed, in case of Authorized Person).
2. EOI Document will be out rightly rejected if any technical condition is not fulfilled.
3. **Photocopy of necessary certificates (as per Annexure-C) should be attached with technical bid. Tenderers will be informed about date and time of inspection of their centre by a duly**

Constituted Committee on the address given on document form.

Condition for Empanelment/ Award of contract:

Only those applications will be considered for empanelment that fulfills all technical conditions subject to the satisfactory report of Inspection Committee where required. The Inspection committee constituted by the Regional Director will visit the centres and recommend on the basis of certain parameters like location, maximum specialties/ facilities/ special facilities like NICU, PICU, Mammography, IVF etc. under one roof, quality of service being provided by the institution, record maintenance, accessibility to the IP. Thus the hospital are advised to apply for maximum No. of specialties & also participate in our EOI for SST facilities, if possible. The recommendation of the committee will be final & no objection on the recommendation will be entertained.

1. Rates of package and procedure should be as per Revised CGHS RATES (Chandigarh), AIIMS rates will be applicable where CGHS CHANDIGARH package rates are not available.
2. ESIC also reserves the right to prescribe/revise rates for new or existing treatment procedures(s)/investigation(s) as and when CGHS (Chandigarh) revises the rate, or otherwise.
3. Empanelments may be given to one or more Hospital/s & Diagnostic centre/s for the different specialties restricted by the Number of our references for the particular specialty during the preceeding year, adequate beds of the specialty in the hospital and on the geographical location of the hospital with respect to our referring institutions.
4. Hospital & Diagnostic centre is at liberty to apply for any number of specialties as per Annexure (D)
5. Successful bidders (Hospital/ Diagnostic centres) shall have to deposit a Performance Security amount of Rs. 50,000-(Rs. Fifty Thousand) in form of Fixed Deposit receipt, or Bank Guarantee from a Commercial Bank having validity of 02 yrs. & 06 months (180 days extra from the expiry of contract) and will be refunded after termination/completion of contract without any interest.
6. Annexure-A to O should be duly filled and signed before being uploaded.
7. The applications, if received, from the Institution which was de-empanelled by any ESIC /CGHS/Any Govt. institution will not be taken into consideration for 3 years from date of de-empanelment.
8. The Health care Organization should preferably be accredited by National Accreditation Board for Hospital and Healthcare providers (NABH) & Diagnostic Center should be preferably accredited by NABL. However, the Hospitals which are not accredited NABH & Diagnostic center which are not accredited by NABL 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. Failing which the hospital/diagnostic centre shall forgo 50% of their performance security and the name shall be removed from the list ESIC panel.
9. An agreement on stamp paper of Rs. 200 shall be signed after finalizing verification/ physical verification of records/Institution and incidental charges related to agreement shall be borne by the Empanelled centre. Agreement will be effective w.e.f date of signing of the agreement.
10. ESIC has engaged UTIITSL as the bill processing agency for the scrutiny and processing of all bills of the empanelled hospital and diagnostic centres for ESIC beneficiaries referred by ESIC Hospital. Empanelled hospitals shall accept all the terms and conditions related to online submission and processing of bills in the UTI ITSL application/any other partner of ESIC hired for bill processing and payment by inclusion of Annexure (O) in the agreement (attached).
11. Specialities to be empanelled are as per Annexure (D).

Annexure (B)

GENERAL CONDITIONS OF EMPANELMENT**1. MINIMUM REQUIREMENT OF HOSPITAL/EMPANELLED CENTRE:****(A). Basic Requirements:-**

- Bed strength:

For Metro Cities:- 50

For 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).

- The hospital should have been operational for at least one full financial year i.e. 2017-18 (copy of audited Balance Sheet along with annual turn over details should be attached).
- The Healthcare Organization must have minimal annual turnover of Rs. 2 Crores for Metro cities and Rs. 1 crores for Non-Metro cities. Exclusive Eye hospital/ centers, Exclusive Dental Clinics, Diagnostic laboratories and Imaging centers must have a minimal annual turnover of Rs. 20 Lacs in Metro Cities and Rs. 10 Lacs in Non-Metro Cities.
- Valid State registration certificate/registration with local bodies should be attached.
- Valid Fire clearance certificate should be attached.
- Valid Compliance with all statutory requirements including of waste management.
- Valid Registration under PNDT Act for empanelment of Ultra-Sonography facility.
- Valid AERB approval for Tie-up for Radiological investigations/Radiotherapy.
- Valid Certificate of Registration for Organ Transplant Facilities wherever applicable.
- The hospital should have the capacity to submit all the claims / bills in Electronic format to the ESIC / ESIS System and must also have dedicated equipment, software and connectivity for such electronic submission.
- Hospital must have Intensive Care Unit (ICU).
- 24 hrs Emergency services managed by technically qualified staff.
- Provision of Dietary Services.
- Hospital preferably should have Blood Bank (if in-house then enclose valid license).
- Copy of NABH/NABL accreditation in case of NABH/NABL accredited healthcare organizations. And copy of NABH/NABL application in case of non accredited HCO (Health Care Organization) if already applied for.
- Hospital should have in-house investigation facilities for providing Secondary Care treatment.

(B). In addition the Hospital/Imaging centers shall meet the following criteria- copies of relevant document:

- **X-Ray Centre /Dental X-ray/OPG centre:**

X- Ray machine must have a minimum current rating of 500 MA with image intensifier

TV system Portable X-ray machine must have a minimum current rating of 60 MA

Dental X-ray machine must have a minimum current rating of 6 MA OPG X-ray

machine must have a current rating of 4.5 -10 MA.

Must have been approved by AERB.

- **Mammography Centre:**

Standard quality mammography machine with low radiations and biopsy attachment.

- **USG/Colour Doppler Centre:**

It should be of high-resolution Ultrasound standard and of equipment having convex, sector, linear probes of frequency ranging from 3.5 to 10 MHz. Should have minimum three probes and provision/facilities of trans Vaginal/ Trans Rectal Probes. Must have been registered under PNDT Act.

Must have been registered under PNDT Act.

(C). The empanelled centre after being awarded contract with Regional Director, Himachal Pradesh should be ready for tie-up on the same terms and conditions with any ESIC model hospital/ESIC hospital of any other state.

- (D). The empanelled centers for ESI Beneficiaries will also provide cashless Medical Treatment to the duly referred ESIC Staff and dependents (Serving & Retired) as per their entitlement equivalent to CGHS. The Bill of such cases will be submitted to the Office of the referring authority within 07 days of discharge/investigations of the patient.
- (E). EMPANELLED HOSPITAL & DIAGNOSTIC CENTER SHALL TREAT ALL REFERRED ESI PATIENTS CASHLESS AND THE NON-REFERRED ESI PATIENTS AT CGHS RATES ONLY.
- (F). THE SERVING & RETIRED EMPLOYEE SELF OR DEPENDENTS GET TREATED AT CGHS RATES ON PRODUCTION OF “ESI MEDICAL CARD”.

2. TERMS AND CONDITIONS RELATED TO TREATMENT, PACKAGES AND RATES :

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

- a. Registration Charge.
- b. Admission charges
- c. Accommodation charges including patient's diet
- d. Operation Charges
- e. Injection Charges
- f. Dressing Charges
- g. Doctor/consultant visit charges
- h. ICU/ICCU charges
- i. Monitoring Charges
- j. Transfusion charges & Blood processing charge.
- k. Pre-Anesthetic check up & Anesthesia charges
- l. Operation Theater charges
- m. Procedural charges/Surgeon's fees
- n. Cost of surgical disposables and all sundries used during hospitalization
- o. Cost of medicines & consumables
- p. Related routine and essential investigations
- q. Physiotherapy charges etc.
- r. Nursing care charges etc.

NB:Package rate also includes two pre-operative consultations and two post-operative consultations. All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package.

(B) Certain discount on Drugs/treatment/procedures/devices has been finalized. These are as under:

- a. 15 % discount on hospital rates if there is no package procedure under CGHS (Chandigarh)/ AIIMS Hospital rates.
- b. For devices/stents etc. not described under CGHS Rules, 15% discount on MRP (Maximum Retail Price).
- c. In case of drugs not available in the CGHS/ESIC package/Procedure, 10% discount on the MRP. Preference may be given to generic medicines for Indoor & outdoor patients. The beneficiary in particular those discharged and OPD patients should be advised generic medicine so that immediate availability of drugs can be ensured from his/her dispensary/ hospital.

(C) In case of emergency, if the ESI patient is admitted for the specialty/ super specialty procedure/ investigation for which the hospital/diagnostic centre is not empanelled to the hospital/ diagnostic centre shall levy CGHS/AIIMS approved rates for the procedure/ investigations. If no such rates are available then there shall be a discount of 15% on normal scheduled rates of the hospital with prior permission of the MS, ESIC Model Hospital, Baddi Himachal Pradesh. The empanelled hospital shall not refuse to treat any ESI patient in case of emergency in any specialty which is available in hospital despite it is empanelled or not for the same. However, intimation for approval has to be given to the MS, ESIC Model Hospital, Baddi as soon as practicable/preferably next working day in case of holiday. In case of genuine delay, reason should be given and approval should be taken from MS, ESIC Hospital.

The following ailments may be treated as emergency which is illustrative only and not exhaustive,

depending on the condition of the patient:

- Acute Coronary Syndromes (Coronary Artery Bypass Graft/ Percutaneous, Transluminal Coronary Angioplasty) including Myocardial Infarction, Unstable Angina, , Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Cardiac Failure, Accelerated Hypertension, Complete Heart Block and Stoke Adam attack, Acute Aortic Dissection.
- Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
- Cerebro-Vascular attack-Stokes, Sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro-Meningeal Infection, Convulsions, Acute Paralysis, Acute Visual loss.
- Acute Abdomen pain.
- Road Traffic Accidents/ with injuries including fall.
- Severe Hemorrhage due to any cause.
- Acute poisoning.
- Acute Renal Failure.
- Acute abdomen pain in female including acute Obstetrical and Gynecological emergencies.
- Electric shock
- Any other life threatening condition.

(D) Regarding the patients admitted in tie-up hospitals, the empanelled hospitals should levy CGHS approved rates for the procedures for which the tie-up hospitals are not empanelled. If no such rates are available, then there shall be a discount of 15 % on normal scheduled rates of the hospital with prior permission of Medical Superintendent ESIC Model Hospital.

(E) Cost of implant/stents/grafts is reimbursable in addition to package rates as per CGHS/ ESIC ceiling rates for implants/ stents/graft or as per actual, whichever is lower.

(F) Hospital/diagnostic centers empanelled by Regional Director, ESIC HP shall not charge more than package rate/rates.

(G) Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and are not included in package rates.

Package rates envisage duration of indoor treatment as follows:

Upto 12 Days: for Specialized (Super specialty) treatment

Upto 7 Days: for the other Major Surgeries

Upto 3 Days: for Laparoscopic Surgeries/normal Deliveries

1 Day: for day care/Minor OPD surgeries.

(H) Increased duration of indoor treatment due to infection, or the consequences of surgical procedure or due to any improper procedure and if not justified will not be allowed and expenses incurred thereon will be restricted to the contracted package rate.

(I) However, **Extended stay** i.e. more than period covered in package rate, in **exceptional justifiable** cases, supported by relevant documents and **medical records** and **certified** as such by hospital, the **additional reimbursement** shall be limited to **accommodation charges** as per entitlement, **investigation charges** at approved rates, and **doctors visit charges** (two visit/day) and **cost of medicine/drugs** for additional stay. Such cases will be referred for approval. However, approval for extended stay from the referring authority is required. The approval must be attached with the bill so sent for payment to the concerned.

(J) Hospital/diagnostic center empanelled under Regional Director, ESIC Himachal Pradesh whose rates for treatment procedure / test are lower than the CGHS prescribed rates, in such case they shall charge such lower rate as per the rates charged by them from Non - ESIC Beneficiaries and will furnish a certificate that rate charged are not more than that is charged from Non- ESIC Beneficiaries. Rate list of the hospital/empanelled centre is to be submitted along with technical conditions.

(K) DISCOUNTS: Any discount on CGHS/ESIC Package for Surgeries etc. to be mentioned.

(L) The maximum room rent for different categories would be:

- i. General ward Rs. 1000/- per day
Semi-private ward Rs. 2000/- per day
Private ward Rs. 3000/- per day
- ii. 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.
- iii. During the treatment in ICU/ICCU, no separate room rent will be admissible.
- iv. Private ward is defined as a hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishings. The

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

- v. Semi private ward is a hospital room where 2 or 3 patients are accommodated which has attached toilet facilities and necessary furnishings.
- vi. General ward is defined as Halls that accommodate 4 to 10 patients.
- vii. 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 would be allowed till entitled accommodation is available. Even in this case the empanelled centre has to charge as per entitlement of the patient.
- (M) The empanelled Hospital/Diagnostic centres shall honor permission letter issued by Medical Superintendent ESIC Model Hospital Baddi or any authority authorized by him/her and shall provide treatment/investigation, facilities as prescribed in permission letter.
- (N) The hospital/diagnostic centre shall provide treatment/investigation on cashless basis to the Insured Person/Women and dependent family members/ESIC Staff (serving and retired). Asking for payment from ESI Beneficiaries or charging directly to them for Services provided would be treated as breach of agreement and would be dealt accordingly.
- (O) If a minor procedure forms part of a major procedure and is performed in same sitting then only 50% of its package rate is reimbursable. (NB- The Minor & Major Procedures are as defined under CGHS)
- (P) Any legal liability arising out of such services shall be the sole responsibility of the tie-up hospital (2nd party) and shall be dealt with by the concerned empanelled hospital/diagnostic centre. Services will be provided by the hospital/diagnostic centre as per the terms of agreement.
- (Q) Patient will be referred with Permission/ Referral letter signed by the competent authority/ authorized officer. The cases referred between 4 pm to 9 am in next morning (Emergency cases) by ESIC Model Hospital, Baddi Himachal Pradesh will be signed by Casualty medical officer and it will be responsibility of the Empanelled centre to get it signed by MS of ESIC Model Hospital, Baddi Himachal Pradesh or any authority authorized by him/her on the next working day.
- (R) Direct admission without referral form should not be entertained at all except in life saving condition cardiac/neurological emergencies, road side accidents, emergencies needing immediate ventilator support with ICU care, etc. Such cases may be reported to the MS of the ESIC Model Hospital, Baddi immediately within 24 working hours positively with necessary documents only through authorized representative of empanelled centre. However, Ex- post facto approval shall be given by the MS of ESIC Hospital or any authority authorized by him/her after having complete and valid justification from the treating hospital, at their sole discretion/ satisfaction of genuineness. In case EX-POST FACTO approval is not granted by the MS of ESIC Hospital or any authority authorized by him/her for reasons of not providing valid justification by Empanelled center, responsibility lies with empanelled centre for any disputes regarding payment to patients.
- (S) During the Inpatient treatment of ESI beneficiary, the empanelled Hospital/ Diagnostic Centre will not ask the attendant to provide separately the medicine/sundries/equipment or accessories from outside and will provide the treatment within the package rates, fixed by the CGHS which includes the cost of all the items.
- (T) For the high cost procedure/treatment/drugs not in CGHS rate list and which is above Rs 10 lakhs, prior permission of ESIC need to be obtained.
- (U) In case of any natural disaster/epidemic, the hospital/diagnostic hospital shall have to fully cooperate with the ESIC and will convey/reveal all the required information, apart from providing treatment to the ESI beneficiary patient only for the condition for which they are referred with permission, and in the specialty and/or for purpose for which they are approved by ESIC. In case of unforeseen emergencies of these patients during admission for approved purpose/procedure, necessary life saving measures may be taken and concerned authorities may be informed accordingly afterwards with justification for approval.
- (V) The tie up hospital will not refer the patient to other specialist/other hospital without prior permission of ESIC authorities/ Authorized Officer.
- (W) The empanelled centre will have to report admitted patients on daily basis and daily bed occupancy of the Hospital on e-mail address ms-baddi.hp@esic.nic.in, regarding statement showing details of ESI Insured person under indoor treatment , failing to which action may be initiated as deemed fit.
- (X) Feedback form duly signed by admitted referred patient invariably be attached while preferring the bills, failing which bill may not be allowed.
- (Y) Cashless facility shall be provided to only those ESI beneficiaries who have been referred to

‘Tie-up’ hospitals from MS of ESIC Model Hospital, Baddi Himachal Pradesh or any authority authorized by him/her following the procedure mentioned earlier. Patients going to tie-up hospitals without being referred as such by the ESI system shall not be eligible for cashless services except in emergency. In other cases the services will be provided by tie-up hospital/ diagnostic centers on CGHS rates and the reimbursement shall be restricted to CGHS packages rates or actual expenses whichever is lower.

(Z) ESI beneficiaries will not be subjected to research/clinical experiment purpose.

(AA) The Hospital will ensure the Identity of patient (IP/family of IP) at the time of admission/treatment in the hospital from referral Form, ESI Card and other documents.

(BB) The Hospital will follow the instruction issued, time to time, by the ESIC.

SPECIAL TERMS AND CONDITIONS FOR LABORATORY SERVICES/ RADIOLOGY

SERVICES:

1. The bidders or his representative should be available / approachable over phone and otherwise on all the days.
2. In emergencies, the centre should be prepared to inform Reports over the telephone/e-mail.
3. The centre must be standard one (and if NABL accreditation submit such proof), with standard equipment, re-agents etc, and trained manpower.
4. The empanelment will be based on the committee who will assess the suitability for empanelment.
5. Arrangement may be made for collection with ESIC/ESIS hospital.

3. PROCEDURE FOR REFERRAL

ESI Corporation has engaged UTI Infrastructure Technology and Services Limited (UTI-ITSL) as a Bill Processing Agency for scrutiny and processing of all bills of empanelled hospital/ diagnostic center for beneficiaries referred from ESIC Institution under the Online internet module, managed by BPA. Terms & conditions, SOP, Work flow of online bill & online referral process are given at Annexure(O)

a). Non-emergency cases:

The patient should be recommended for referral by a Specialist/ Authorized authority by Medical Superintendent ESIC Model Hospital, Baddi, after following specified clinical pathway (if feasible) or by following specified guidelines in this regard.

b). Referrals of Emergency cases:

- i. It implies that patient comes to the emergency department of ESI Hospital outside normal working hours. In such case, emergency duty medical officer will assess and if required refer the patient along with a detailed clinical note to be prepared as per the procedure for non-emergency referral.
- ii. The emergency duty medical officer will submit the details of the case to the MS of ESIC Hospital on the next day for review and follow up action, if any.
- iii. MS may then decide to send a team of doctors to the tie-up hospital for verification.
- iv. As far as possible, the patient in emergency should be examined by the specialist concerned available at the emergency; or the CMO/Senior resident available on emergency duty shall consult concerned Specialist/Superiors over phone before making emergency referral.

(c). Directions/Instructions for Tie-up Hospitals:

- a.** The tie-up hospital will honor the referral letter issued by ESIC Model Hospital, Baddi and will provide medical care on priority basis. The tie-up hospital will provide medical care as specified in the referral letter; no payment will be made to tie-up hospitals for treatment/procedure/investigation which are not mentioned in the referral letter. If the tie-up hospitals feel necessity of carrying out any additional treatment/procedure/investigation in order to carry out the procedure for which patient was referred, the permission for the same is essentially required from the referring hospital either through e-mail, fax or telephonically (to be confirmed in writing at the earliest). The tie-up hospitals will not charge any money from the patient/attendant referred by ESI System for any treatment/procedure/investigation carried out. If it is reported that the tie-up hospital has charged money from the patient then the concerned tie-up hospital may attract action as deemed fit. All the drugs/dressings used during the treatment of the patient requiring reimbursement should be as far as possible of generic nature. All the drugs/dressings used by the tie-up hospital requiring reimbursement should be approved under FDA/IP/BP/USP pharmacopeia or DG ESIC Rate Contract. Any drug/dressings not covered under any of these pharmacopeia will not be reimbursed. Food supplement will not be

reimbursed.

- b.** It shall be the responsibility of tie-up hospital to verify the entitlement of Beneficiary before giving the treatment.
- c.** It shall be mandatory for the tie-up hospital to send a report online to the referring authority concerned on the same day or the very next working day on receipt of referral, giving details of the case, their specific opinion about the treatment to be given and estimates of treatment.
- d.** 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 & P-III format enclosed in Annexure-(I) & Annexure-(J). The tie-up hospitals shall raise the bills with supporting documents as listed in P-II & 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 referring ESIC hospital. 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 hospitals to the referring ESIC Model Hospital.
- e.** The drugs prescribed at the time of discharge of the patient after secondary care 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. *The beneficiary should be advised generic medicine so that immediate availability of drugs can be ensured from his/her dispensary/hospital.*
- f.** It shall be mandatory for the tie-up hospital to send a report online to the MS concerned on the same day or the very next working day on receipt of referral, giving detail of the case, their specific opinion about the treatment to be given and estimates of treatment (Annexure N)

3. PAYMENT SCHEDULE:

The empanelled Hospital/Diagnostic center will send bills along with necessary supportive documents to the referring center (ESIC Model Hospital Baddi, Dispensary-cum-Branch Offices etc. as the case may be) directly for payment enclosing therewith copy of the medical record of every patient, discharge slip incorporating brief history of the case, diagnosis, details of (procedure done, blood bank notes, treatment of Medicines given etc.), reports and copies of investigation done, identification of the patient, entitlement certificate, referral letter from concerned ESIC Institutions, original purchase invoice, stickers and envelopes of implants, wrapper and invoice of drugs costing more than 5000 Rs. and CD of treatment/ procedure given shall be submitted by the Hospital/ diagnostic center along with the bill. Additionally chronologically placed IPD notes/ Films (X-ray, MRI, CT Scan etc)/ OT notes/ Pre and Post operation radiological images or any other documentary requirement can be sought if required.

Original procurement invoice of the stents/implant/device used in the procedure along with its outer packing and sticker must be enclosed with the bills submitted for payment duly verified by treating specialist (Sec care) & /authorized representative of Hospital.

The procedures/ treatment/ investigation provided by the Super specialist/ Specialist should be duly signed by the treating Super Specialist/ specialist along with their stamp & Registration No.

Each and every paper/ record, so attached with the bills so meant for ESIC should be signed by the authorized representative of the Hospital/ Diagnostic centers.

Above said documents shall be uploaded in the system in support of the claim, within 7 (seven) working days and not beyond 30 days to the ESIC Institutions from where referral was generated. Any bill/claim submitted beyond 30 days should be accompanied with online/offline waiver (as applicable) from ESIC institutions (MS ESIC Model Hospital) and BPA shall not adhere to TAT while processing such claims.

The claim cannot be considered as complete for processing by BPA until such physical submissions are carried out.

On receipt of the physical bills the concerned referring ESIC Institution will verify and vet the scanned copies uploaded in online BPA module in support of the claim and certify that the hard copies received are same as the uploaded scanned copies by the empanelled hospitals.

Verification of bills will be done by respective ESIC institution on receipt of hard copy to the extent that scanned copies uploaded by the empanelled hospital against claim of a given patient should be exactly same as that submitted in hard copies/physical bills i.e Patient's name, referral number, Bill Number, claimed value etc. and that the hard copies received are as per ESIC billing policy (Mandatory PI-PVI & other relevant Annexures as per SST Manual). This approval from ESIC shall form a basis for BPA to process the bill in normal course.

After physical verification/checking of the bills and documents received in hard copy, the concerned ESIC/ESIS Hospital/Institution shall validate such claim documents online **within 3 (three)**

working days (subject to availability of server/application-duly recorded on the site/notice board), which shall enable the BPA to perform the scrutiny and further processing. After such validation any delay on the part of hospital/diagnostic center will be deemed to be condoned by ESIC and BPA shall process these cases as usual.

In case of absence of certain physical documents, the “Need More Information” (NMI) status will be raised by the Verifier of the respective ESIC Hospital to the empanelled hospital/diagnostic center for the missing/ambiguous physical documents immediately, but not later than **Seven (07)** working days (subject to availability of server/application) and reasons shall be captured on the module for viewing by the concerned users. Empanelled hospitals/diagnostic centers shall have to submit the clarifications/information inter-alia for all bills returned online under “Need for more Info” category (NMI), within 15 days failing which ESIC will forward these claims to BPA for further processing on the basis of available documents without any further intimation and such bills/claims will be closed not to be opened further by the BPA.

Subject to BPA rendering bill-processing services as per the guidelines, the empanelled hospitals/diagnostic centers/claimants shall pay to the BPA, the service fees and service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIC.

The Service Fee and Service Tax, GST or any other taxes by whatever name called payable to BPA will be deducted by ESIC Hospital from the amount payable to the empanelled hospital/diagnostic center and the amount after deduction of applicable income tax plus Service Tax, GST or any other taxes by whatever name called shall be transferred to the account of BPA through ECS, or otherwise, as decided from time to time, simultaneously along with the payment/s for empanelled hospital/diagnostic centers. The Income tax to be deducted at source shall be applicable only on the processing fee. Payments released to BPA and empanelled hospitals/diagnostic centres should be mandatorily entered into the UTI module. Due care should be taken to append respective ESIC Hospital as links on NEFT payment transactions done through respective banks for ease of reconciliation of payments by third parties.

If the claim was rejected or results into nonpayment to the empanelled hospital/diagnostic center, ESIC Hospital shall recover the service fee and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled hospital/diagnostic center (or the group hospitals / companies) and shall pay to the account of the BPA. If there are no subsequent claims from empanelled hospitals/diagnostic center, then said fee and service tax/GST/any other relevant tax by any name shall be recovered by ESIC from the empanelled hospital and paid to BPA.

BPA shall strive to adhere to the TAT of 10(ten) working days after the receipt of claim (as defined) / physical bills/ receipt of clarification or completion of period of NMI Disposal (whichever is later). ESIC reserves the right to levy a penalty upto 10% on the service fees payable to BPA for the claims pending beyond TAT of the respective bill of the empanelled hospital/s/diagnostic centers. This penalty shall be added to the approved amount of the respective empanelled hospital/diagnostic center and shall be validated by the system to be developed and shall be auto calculated by such system and prompted to the respective ESIC Hospital on the system at the time of final recommendation on the claim. Letter confirming the amount due to BPA shall be issued by respective CFA within 30 days from date of last recommendation of claim by BPA.

The processing fee admissible to BPA will be at the rate of 2% of the claimed amount of the bill submitted by the empanelled hospital/diagnostic center (and not on the approved amount) and service tax/GST/any other tax by any name thereon. The minimum admissible amount shall be Rs.12.50 (exclusive of service tax/GST/any other tax by any name, which will be payable extra) and maximum of Rs. 750/- (exclusive of service tax/GST/any other tax by any name, which will be payable extra) per individual bill/claim. The fee shall be auto-calculated by the software and prompted to the ESIC Hospital by the system at the time of generation of settlement ID.

The fee shall also mean to include any additional payment of Service Tax, GST or any other taxes by whatever name called as applicable on such fee amount admissible to BPA.

Any delay in processing owing to pending clarifications/information will be the sole responsibility of the empanelled hospital with no responsibility on BPA. BPA shall provide relevant validation of 15 days in the module.

For the patients referred by ESIC Model Hospital, Baddi, the bills will be sent to them directly.

4. DUTIES & RESPONSIBILITIES OF EMPANELLED HOSPITALS/ DIAGNOSTIC

CENTRES:

It shall be the duty and responsibility of the hospital at all times, to obtain, maintain and sustain the valid registration and high quality and standard of its services and healthcare and to have all statutory/mandatory licenses, permits or approvals of the concerned authorities as per the existing laws. Minimum size of 1 ft x 1.5 ft board made of Foam/Flex/Metal, with the words **“We provide Cashless Treatment to ESI Beneficiaries on referral by ESI, In case of difficulty please contact (Concerned**

Hospital Nodal officer)” with ESIC Logo should be displayed by the empanelled Hospitals/Diagnostics centre and list of documents required to be carried by ESI patients/attendant. The Hospital/Diagnostics centre will not make any commercial publicity projecting the name of ESIC on Display board. The ESI patient must be entertained without any queue/wait.

5. DURATION :

The agreement shall remain in force for a period of Two year and may be extended for another One year (if satisfactory services to our ESI beneficiaries) at the sole discretion of the Regional Director subject to fulfillment of all terms and conditions of this agreement and with mutual consent. Agreement to be signed on Stamp paper of Rs. 200/- before starting services. Cost of stamp paper and incidental charges related to agreement shall be borne by the Empanelled centre. Agreement will be effective from the date of signing of the agreement. The renewal is not by right but will be at the sole discretion of Regional Director. If applying for renewal the request letter should reach the Regional Office, ESIC, Himachal Pradesh three months prior to the date of expiry of empanelment.

6. LIQUIDATED DAMAGES :

1. **The Tie-up centers** shall provide the services as per the requirements specified by the ESIC in terms of the provisions of this Agreement. In case of initial violation of the provisions of the Agreement by the Hospital such as refusal of service or direct charging from the ESI Beneficiaries or defective service and negligence etc. the amount up to 15% of the amount of Performance Security will be charged as agreed Liquidated Damages by the ESIC. However, the total amount of the Performance Security will be maintained intact being a revolving Guarantee.
2. In case of repeated defaults by the tie-up centers, the total amount of Performance Security will be forfeited and action will be taken for removing the Health Care Organization from the empanelment of ESIC as well as termination of this Agreement.
3. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills and the ESIC shall have the right to issue a written warning to the health Care Organization not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that particular Health care Organization or De-recognition from ESIC.

7. TERMINATION FOR DEFAULT :

- I. The Regional Director, ESIC Himachal Pradesh may without prejudice to any other remedy and for breach of Agreement in whole or part may terminate the contract in following circumstances:
 - A) 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 Agreement, or within any extension period thereof if granted by the ESIC pursuant to condition of Agreement.
 - B) If the Hospital fails to perform any other obligation(s) under the Agreement.
 - X) If the Hospital, in the judgment/opinion of the ESIC is engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
 - Δ) If the hospital fails to follow instruction, guidelines, on repeated submission of bills, on repeated deficiencies etc., the Empanelled Hospital / Centre shall be de-empanelled without giving any opportunity.
 - E) The Empanelled Hospital / Centre will not terminate the agreement without giving notice of three (3) months, failing which appropriate action as deemed fit and proper; including withholding of any payment due to them may be taken. No appeal against such decision will lie with any authority. Patients already admitted shall continue to be treated till their discharge.
 - Φ) ESIC can De-empanel any hospital with Three months written notice without assigning any reasons thereof. However, patients already admitted shall continue to be treated till their discharge.
- II. The ESIC shall have the right to de empanel the hospital/diagnostics centre in case of any violation of the provisions of the MoU by the empanelled Hospitals/Diagnostics Centre such as:
 - A) Reduction in staff/infrastructure/equipment etc. after the hospital/diagnostics centre has been empanelled.
 - B) Non submission of the report, habitual late submission or submission of incorrect data in the report.

- X) Discrimination against ESI beneficiary vis-a-vis general patients.
- Δ) 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.
- E) Giving the establishment on lease to other agency.
- Φ) In case of specialist, concerned Super Specialist leaves the job.
- Γ) Action could be initiated on the basis of complaint, medical audit or inspections carried out by ESIC team at random. The decision of the Regional Director, ESIC will be final and binding on both parties.
- H) Refusal to cooperate with authorized ESIC officer/doctor or refusal of permission for inspection when on visit to the hospital for inspection/verification/fact finding mission at any time as decided by the Regional Director.

III. If the Hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily suspended by ESIC without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply, if any, received within 10 days of the receipt of show cause notice. Terms and conditions can be modified on sole discretion of the First Party only.

8. PENALTY CLAUSE:

- 1) Patient can't be denied treatment on the pretext of non-availability of beds/ Specialists. In such circumstances treatment may be arranged from other hospitals of similar standard at the cost of empanelled hospital with prior approval of Regional Director.
- 2) In case of premature termination of contract/agreement by the empanelled centre, Hospital/ diagnostic centers will have to deposit Rs Fifty Thousand (Rs.50,000/-) as penalty to Regional Director, ESIC HP. Affidavit of appropriate value for the same to be given at the time of agreement. If Hospital/ center hesitate to deposit money the same will be deducted from security money/incoming, pending bills.
- 3) Referring unjustified secondary care cases, adjuvant therapy, Genl. treatment and routine investigations etc. which are directly admitted by empanelled centre to ESIC Model Hospital for approval of cashless treatment will lead to first issuance of warning letter to empanelled centre for not sending such cases in future. Repetition to such incident may lead to de-empanelment.

9. INDEMNITY :

The 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 in execution of or in connection with the services under this Agreement and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC, along with (or otherwise), Hospital as a party for anything done or purported to be done in the course of the execution of this Agreement. 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, the cause or result of which is the Hospital negligence or misconduct. The Hospital will 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 shall always be entirely at the cost of the tie up Hospital defends such suit, either jointly with the tie up Hospital or separately in case the latter chooses not to defend the case.

10. ARBITRATION:

If any dispute or difference of any kind what so ever (the decision whereof is not being otherwise provided for) shall arise between the ESIC and the Empanelled Center upon or relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Regional Director, ESIC HP who will give written award of his decision to the Parties. Arbitrator will be appointed by Regional Director, ESIC HP. 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 office of ESIC Regional Office, HP Baddi. Any legal dispute to be settled in Distt. Solan, HP, Jurisdiction only.

11. MISCELLANEOUS :

- (i) The tied-up hospital or his representative should be available/approachable over phone and otherwise on all the days.
- (ii) In emergencies, the centre should be prepared to inform Reports over the telephone/email.
- (iii) Duly constituted Committee members by the Regional Director or the SMO of ESIC may

visit the hospital/centre at any time either before entering in to Contract or at any time during the period of contract. The applicant shall be prepared to explain/demonstrate to the queries of the members.

- (iv) Nothing under this Agreement 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.
- (v) The Empanelled Hospital / Center shall not represent or hold itself out as an agent of the ESIC. The ESIC will not be responsible in any way for any negligence or misconduct of the Empanelled Center and its employees for any accident, injury or damage sustained or suffered by any ESIC beneficiary or any third party resulting from or by any operation conducted by and behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement of otherwise.
- (vi) The Empanelled Hospital / Center shall notify the ESIC of any material change in their status and 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 Agreement.
- (vii) This Agreement can be modified or altered only on written Agreement signed by both the parties.
- (viii) Should the Empanelled Hospital /Center wind up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Empanelled Hospital /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 Agreement was in force. The Empanelled Center shall bear all expenses incidental to the preparation and stamping of this Agreement.

12. TDS/GST DEDUCTIONS:

TDS/ GST will be deducted as per the extant Rules, for which PAN / TAN etc. shall be provided by Empanelled Hospital / Centre.

13. Code of Integrity:

The bidders have to follow the code of integrity as a stipulated in *Rule -175 (1) of the GFR 2017, Which is reproduced as under :-*

Rule- 175(1)- Code of Integrity- No official of procuring entity or a bidder shall act in contravention of the codes which includes-

- (i) Prohibition of-
 - (a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - (b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided;
 - (c) Any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process;
 - (d) Improper use of information provided by the procuring entity to the bidder which an intent to gain unfair advantage in the procurement process or for personal gain
 - (e) Any financial business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - (f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) Obstruction of any investigation or auditing of a procurement process
 - (h) Making false declaration or providing false information for participation in a tender process or to secure a contract;

14. NOTICES:

1. Any notice given by one Party to other pursuant to this Agreement shall be sent to other party in writing by Registered Post at the official addressee given in tender form.

2. A notice shall be effective when served or on the notice's effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with the remarks like refused, left, premises locked etc.

Regional Director, ESIC Himachal Pradesh RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER WITHOUT ASSIGNING ANY REASON THEREOF.

----- O -----

Annexure (C)

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 services)

a) General Information for Hospital/Diagnostic Centre:

1. Name of the city where hospital/ Diagnostic centre is located:

2. Name of the Hospital/ Diagnostic centre:

3. Address of the Hospital/ Diagnostic centre:

4. Tel./ Fax/ e.mail:

Telephone No.	
Fax	
e-mail address	
Name and contact details of Nodal persons (attach authority letter)	

Whether NABH accredited:

Whether NABH applied for:

Details of Accreditation and Validity period:

Distance from Nearest ESIS dispensary in KMs:	
Distance from Nearest Civil/ Govt. Hospital in KMs:	
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).	
ECS Transfer Details: Bank Account number of the Applicant and name of bank and IFSC of Branch:	
PAN/TAN number of firm/proprietor (Photocopy to be attached)	

A. Details of the EMD submitted: (Account Payee Demand draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from a commercial Bank)

Name & Address of Bank:-

Date of Issue:-

No. of EMD:-

B. Total turnover during last Financial year 2017-18
(certificate from Chartered Accountant is to be enclosed)

5. For Empanelment as Hospital for all available facilities

6. Total No. of beds

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

Casualty/Emergency ward

ICCU/ICU

Private

Semi Private(2-3 bedded)

General Ward bed(4-10)

Others

8. Total Area of the hospital

Area allotted to OPD

Area allotted to IPD

Area allotted to Wards

9. Specifications of beds with physical facilities/amenities

Dimension of Ward Number of beds in each ward

Length

Breadth

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

10. Furnishing specify as (a),(b),(c),(d) as per index below

(a) Bedsides 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

High dependency Unit 1:1

13. Alternate power source :Yes/No

14. Bed occupancy rate

General bed :

Semi-Private Bed :

Private Bed :

15. Availability of Doctors

1. No. of in house Doctors :

2. No. of in house Specialist/Consultants :

16 Laboratory facilities available- Pathology/Biochemistry/Microbiology or anyother

17. Imaging facilities available :

18.No. of Operation Theatres :

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

20. Supportive services

Boilers/sterizers :

Ambulance :

Laundry :

Housekeeping :

Canteen :

Gas plant :

Dietary :

Others(preferably) :

Blood Bank :

Pharmacy :

Physiotherapy :

21. Waste disposal system as per statutory requirements

22. LITHOTRIPSY

No. of Renal/ Ureteric/ Urinary Bladder cases treated by lithotripsy in last one year :

No. of Gall Stone/ Bile Stone cases treated by lithotripsy in last one year:

Average number of sitting required Per case :

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

30. Endoscopic / Laparoscopic Surgery:

Criteria for Laparoscopic/Endoscopic Surgery:

- Center should have facilities for casualty/emergency ward, full-fledged ICU, proper wards, proper number of nurses and paramedical, qualified and sufficient number

of Resident doctors/specialists.

- The surgeon should be Post Graduate with sufficient experience and qualification in the specialty concerned.
- He/She should be able to carry out the surgery with its variations and able to handle its complications.
- The hospital should carry out at least 250 laparoscopic surgeries per year.
- The hospital should have at least one complete set of laparoscopic equipment and instruments with accessories and should have facilities for open surgery i.e. after conversion from Laparoscopic surgery.Yes / No ☐

31. Any other additional facility in which Hospital specializes/ any other additional facilities which hospital is willing to offer for ESI patients. (attach separate list)

B. Information Regarding Hospitals

1. List of available Secondary care services for which the hospital is interested for tie-up arrangement: (As per Annexure-D).
2. Bed strength of the Hospital (As per Secondary care services applied for) _____
3. No of ICU, NICU & PICU Beds (Secondary care services wise): _____
4. Number of functioning Operation Theatres Secondary care services wise: _____
5. List of Availability of full time Specialists/ super specialists along with their Degrees/ certificates specialty/super specialty wise for which center is going to empanelled :(separate sheet to be attached) _____
6. 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).
7. List of all doctors, paramedical:- (separate list for doctor, paramedical be attached) along with period of stay and qualification. The details submitted will be checked & verified by the committee during visit, if required.
8. Daily and monthly number of patients specialty wise (separate sheet to be attached) _____.
9. Name of existing organizations/institutions with whom the Hospital is empanelled with (details).
10. Category of the hospital NABH or equivalent as per CGHS/NON NABH _____
11. Actual Rate list of hospital for various packages/procedures. (**Annexure E**) (tick if attached).

C. Information Regarding Diagnostic Centre:

1. List of Non-Super Specialty investigations facilities for which diagnostic Centre is interested for empanelment.(As Per Annexure-D) (tick if attached).
2. Category of the Diagnostic centre: NON NABL, NABL or equivalent (as per CGHS) (attach proof).
3. List of available major equipments i.e. name and year of manufacturing/ installation: (separate sheet to be attached).
4. Total number of Specialty /super-specialty investigations done per annum (Separate Sheet to be attached with individual investigation details).
5. List of Availability of full time Specialist/Super specialists along with their Degrees/ certificates in the field of specialty/super specialty for which center is applying for empanelment (separate sheet to be attached) _____.
6. List of Availability of part-time and on call specialist/super specialist along with their Degrees/ certificates in field of specialty/super specialty for which center is going to empanelled: (separate sheet to be attached).
7. List of all doctors, paramedical:- (separate list for doctor, paramedical be attached) along with period of stay and qualification. The details submitted will be checked & verified by the committee during visit, if required.
8. Actual Rate list of empanelled centre for various packages/procedures of investigations not existing in CGHS/AIIMS rate list. (Annexure-E).
9. Name of existing organizations/institutions with whom the Diagnostic centre is empanelled with (details) and the duration:

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.

Annexure- D

Secondary Care

Tick the specialty in which empanelment is desired by the hospital/ centers

- | | | |
|----|--|-----------|
| 1 | General Medicine | () |
| 2 | General Surgery | () |
| 3 | Obstetrics and Gynecology | () |
| 4 | Pediatrics | () |
| 5 | Orthopedics | () |
| 6 | ENT | () |
| 7 | Skin & Venereal services | () |
| 8 | Psychiatry | () |
| 9 | ICU services under various speciality | () |
| 10 | Trauma & Critical care | () |
| 11 | Ophthalmology & related surgeries
with investigations (eg. OCT,
Perimetry, FFA, Specular
Biomicroscopy, USG-Bscan) | () |
| 12 | Dental Speciality

(Endodontics & Operative dentistry,
Prosthodontics, Oral & maxillofacial surgery,
Pedodontics & preventive dentistry,
Periodontics & Orthodontics) | () |
| 13 | Blood Bank | () |
| 14 | Neonatology & Pediatrics with NICU
& PICU | () |
| 15 | Others (If any) | () |

Diagnostic service (except Super-specialty Investigations*)

- (i) In house Imaging and diagnostic facilities.: ()
- (ii) In house Lab Facilities: ()
- (iii) Radiological facilities.: ()

***Super-specialty Investigations (Not included for Empanelment)** a). CT scan, b). MRI, c). PET scan, d). ECHO Cardiography, e). Scanning of other body parts, f). Specialised bio-chemical and immunological investigations, g). Any other investigation costing more than Rs. 3000/- per test.

The Hospital Should have in-house X-ray Facility, Bio-Chemical Lab, Microbiology, USG etc. The Hospital Should have in house Professionals for the Speciality applied for.

ANNEXURE- (E)

Rate list of hospital/diagnostic centre (facility/investigation wise)

Date:

Place:

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

ANNEXURE-(F)

UNDERTAKING

I/We _____ (name of proprietor) 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 rates/terms and conditions of Tender documents failing which Regional Director, RO, ESIC, Sai Road, Baddi is liable to take action as deemed fit. I/We undertake to provide uninterrupted services or alternative arrangement will be made at the risk of our institute.

I/We undertake that the information submitted along with document and Annexures are correct and also fully understand in case of default security money will be forfeited.

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

Dated
Name

Signatures

Place:

(With seal/rubber stamp)

ANNEXURE- (G)

Certificate of Undertaking

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

Dated

Signature

Place:

(Name)

(With seal/rubber stamp)

ANNEXURE (H)

Letterhead of Referring ESI Institution (P-I)
Referral Form (Permission letter)

Referral No : Insurance No/Staff Card No/
Pensioner Card No :

Photograph of patient
Duly attested by
Hospital authority

Name of the Patient : Age/Sex :

Address/Contact No :

Identification marks :

IP/Beneficiary/Staff :

Relationship with IP/Staff : (F/M/S/D/Other)

Entitled for Super speciality : (Yes/No)

Diagnosis/clinical opinion/case summary
alongwith relevant treatment given/procedure
/Investigation done in ESI hospital :

Treatment/Procedure/Investigation for which patient is being referred :
(Mention specific diagnosis for referral)

I voluntarily choose _____ Tie-up Hospital for treatment of self or my _____

Sign/Thumb Impression of IP/Beneficiary/Staff

Referred to _____ Hospital/Diagnostic Centre for _____

Date: Sign & Stamp of Authorized Signatory **

**** In case of emergency, signature of referring doctor or Casualty Medical Officer. Record to be maintained in the register. New form duly filled will be sent after signature of the competent authority on the next working day.**

Mandatory Instructions for Referral Center:

- Referral hospital is instructed to perform only the procedure/treatment for which the patient has been referred to.
- 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 essentially required from the referring hospital either through e-mail, fax or telephonically (to be confirmed in writing):
- The referred hospital has to raise the bill as per the agreement on the standard proforma along with supporting documents within 7 days of discharge of the patient giving account number and RTGS number etc.
- Food supplement will not be prescribed/ reimbursed.
- Only Generic Medicine to be used wherever possible.
- Only those medicine to be used which are FDA/IP/BP or USP approved.

Checklist of documents to be sent by Referring Center to tie-up hospital.

1. Duly filled & signed referral proforma.
2. Copy of Insurance Card/Photo I card of IP.
3. Referral recommendation of the specialist/concerned medical officer.
4. Attested copy of entitlement evidence of Specialty/super specialty treatment.
5. Reports of investigations and treatment already done.
6. One additional photograph of the patient.

Date: Signature of the Competent Authority ** (With Stamp)

To be used by Tie-up hospital (for raising the bill) (P-II)

Letterhead of Hospital with Address & Email/Fax/Telefax number
(NABH accredited Hospital)
(Attach documentary proof)

INDIVIDUAL CASE FORMAT

Name of the Patient : Referral S.No.(Routine) /
Emergency/ through RD office:

Age/Sex :

Address :

Contact No :

Insurance Number/Staff Card No/Pensioner :
Card no.

Date of referral :

Date of Admission:
Date of Discharge:

Diagnosis :

Condition of the patient at discharge :

Photograph of the
Patient verified
By tie-up hospitla
authority

(For Package Rates)
Treatment/Procedure done/performed :

I. Existing in the package rate list's

S.No	Chargeable procedure	CGHS Code Number and page No. (1)	Other, if not in page (1), prescribed code No. and page NO.	Rate	Amount claimed	Amount admitted (X)	Remarks

Charges of Implant/device used.....

Amount Claimed..... Amount Admitted (x)..... Remarks (x)

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

Sr. No.	Chargeable Procedure	Amt. Claimed	Amount admitted (x)	Remarks(X)

III. Additional Procedure Done with rationale and documented permission

S.No	Chargeable procedure	CGSH code No. and page No.(1)	Other, if not in page (1), prescribed Code No. of	Rate	Amount claimed	Amount admitted (X)	Remarks(X)

(x):- To be filled by ESIC Officials

Total Amount Claimed(I+II+III) Rs.

Total Amount Admitted (X) (I+II+III) Rs.

Remarks

Sign/Thumb impression of patient with date

Sign & Stamp of
Authorized Signatory with date

(for Official use of ESIC)

Total Amt payable:

Date of payment :

Signature of Dealing Assistant

Signature of Superintendent

Date:

Signature of ESIC Competent Authority (RD/MS)

ANNEXURE **J**

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

Bill No Date of Submission.....

Bill Details (Summary)

Sr. No.	Name of patient	Ref. No.	Diag./Procedure Procedure for which referred	Procedure performed / treatment given	CGHS / other code with page No. Nos/ NA	Charges not in package rate list	Amount claimed with date	Amount entitled with date	Remarks

Total Claim.

Certified that the treatment/procedure has been done/performed as per laid down norms and the charges in the bill has/ have been claimed as per the terms & conditions laid down in the agreement signed with ESIC.
Further certified that the treatment/ procedure have been performed on cashless basis. No money has been received / demanded/ charged from the patient/ his/her relative .

The amount may be credited to our account no _____ IFSC code _____ and intimate the same through email/fax/hard copy at the address .

Date:

Signature of the Competent Authority

Checklist

- 1 . Duly filled up consolidated proforma.
- 2 . Duly filled up Individual Patient Bill proforma.
- 3. Discharge slip containing treatment summary & detailed treatment record.
- 4. Bills of Implant/Stent/device along with pouch/packet/invoice etc.
- 5. Referral proforma in original, Insurance card/ Photo I card of IP/ Referral recommendation of Medical officer & entitlement certificate. Approval letter from RD/MS in case of emergency treatment or additional procedure perfomed.
- 6. Sign & Stamp of Authorised Signatory

Certificate:

It is certified that the drugs used in the treatment are in the standard pharmacopeia IP/BP/USP.

Date:

Signature of the Competent Authority.

Letterhead of Referring ESI (P-IV)
Sanction Memo/Dis-allowance Memo

Name of Referral Hospital (Tie-up Hospital) _____

Bill No

Date of Submission.....

Sr. No. / Bill No.	Name of the patient & Reference No.	Amount Claimed	Amount sanctioned/ Admitted	Reasons for dis-allowance	Remarks

Date:

Signature of Competent Authority

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

Bill No

Date of Submission.....

S.No.	Name of patient with Insurance number	Date of reference	Investigation performed	CGHS/ other code number with page NO.	Charges not in package rate list	Amount claimed with date	Amount admitted (entitled) with date	Remarks disallowance with reasons

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

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

The amount may be credited to our account no _____ IFSC code _____ and intimate the same email/fax/hard copy at the address

Date: _____ **Signature of the Competent Authority** _____

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

Signature of the Competent Authority _____

रोगी/परिचर संतुष्टी प्रमाणपत्र (पी-VI)
PATIENT/ATTENDANT SATISFACTION CERTIFICATE (P-VI)

1. मैं मुझे/मेरे मरीज को दिए गए उपचार एवं अस्पताल कर्मों के व्यवहार से संतुष्ट हूँ/ नहीं हूँ।

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

2. अगर संतुष्ट नहीं हैं तो कारण का उल्लेख करें:/If not satisfied, the reason(s) thereof.

3. घोषित करता हूँ कि अस्पताल में भर्ती करने के समय मुझसे/ मेरे संबंधि से पैसे की माँग नहीं की गई/ पैसे नहीं लिए गए। / It is stated that no money has been demanded/ charged from me/my relative during the stay at hospital.

रोगी का विवरण/ Patient Detail

नाम/ Name:-

बीमा संख्या/ Insurance No.:-

भर्ती की तिथि/ Date of Admission :-

अस्पताल से छुटी की तिथि/ Date of Discharge:-

रोगी/ परिचर का हस्ताक्षर/ अंगुठे का निशान
 Sign/ Thumb impression of patient/Attendant

नाम:
 Name:

दुरभाष:
 Phone No.:

Annexure -N

To be used by Tie-up hospital

Letterhead of Hospital with Address & Email/Fax/Telefax

ESTIMATES

Date:.....

This is to inform that Mr. / Mrs. _____ aged _____ S/o, D/o,
F/o, W/o, H/o, Mr./Mrs. _____ working in _____
ESI Card No. _____ has been/has to be admitted on _____ for.....
_____.

The details of the estimated expenditure is as under:

Rs.

- 1. Room rent _____ x _____ days _____ (General ward)
- 2. ICU/ ICCU/ _____ x _____ days _____
- 3. Post operative ward _____ x _____ days _____
- 4. Package charges for _____ package include _____ days stay
and _____
- 5. Charges for _____ (where package is not applicable)
- 6. Pharmacy approximately _____
- 7 OT consummable & Disposables _____
- 8 Diagnostic investigations _____
- 9. Implants (if any) _____
- 10. Other (please specify) _____

The above estimate is tentative and will not be/should not be interpreted as the final bill.

Signature of authorized signatory of tie-up hospital
With seal

TERMS AND CONDITIONS (Online-Referral and Bill claiming)

The salient features of the on-line bill processing system through BPA are elaborated as below:

UTI-ITSL will be facilitating as a Bill Processing Agency (BPA). Prescribed Processing fee with tax to BPA has to be paid by the hospitals on the claimed amount of the empaneled hospital/diagnostic center (and not on the approved amount). This shall be auto-calculated by the software and prompted to the ESIC Hospital/Institution on the UTI module at the time of final settlement of the claim. ESIC shall pay this amount to BPA from the inward claims/bills of the empaneled hospitals/diagnostic center.

Introduction:

ESIC is providing comprehensive medical care facility to its beneficiaries and their dependents. In the process, ESIC has empanelled hospitals/diagnostic centers for providing treatment to its beneficiaries. ESIC has decided to appoint UTIITSL as a Bill Processing Agency (BPA) for processing the claims and recommending the payment to be released on behalf of ESIC. The medical care facility is extended to the ESIC beneficiaries who are entitled to cashless facility in the ESIC empanelled hospitals/diagnostic centers.

Empanelled hospitals to enable referral generation and online billing through UTI Module. BPA will provide a front end user interface through the software where in the respective MS's-ESIC Hospitals will be able to update all necessary details of registration of empanelled hospitals/diagnostic centers with validity, extension of validity, details of accreditation (NABH/NABL), de-empanelment of hospital, classification of hospital and any other parameters/criteria as specified by ESIC from time to time.

Expenditure incurred on services provided by empanelled hospital/diagnostic center is paid directly to the empanelled facility by ESIC after the bill is processed by BPA. UTIITSL/BPA has agreed to provide a transparent system for online referral generation and bill processing (as per ESIC Policy and Standard Operating Procedures) for scrutiny and processing of all Secondary care/Investigations bills of Empanelled Hospitals/Diagnostic Centers for beneficiaries referred from ESIC Institutions.

BPA shall be providing the required software as per MOU to all empanelled hospitals/diagnostic centers of ESI to run the process.

1. Pre-requisites:

- a) The empanelled hospitals/diagnostic centers are required to sign the Agreement with ESIC Hospital / Regional Office.
- b) Soft copy of the Agreement duly signed by both parties is also required to be uploaded on to BPA's software module.
- c) Empanelled hospitals/diagnostic centers need to submit attested copies of following physical documents to BPA
 - o Agreement signed by ESI hospital/Institution/Regional Office (Healthcare payer) with the empanelled hospital (Healthcare provider), showing the date/duration of validity of agreement.
 - o Empanelled hospitals/diagnostic centers to provide user details, roles to be played and authority of users who shall be processing/submitted the claims online of referred patients of ESI Hospital/Institution using BPA.
 - o NABH/NABL and other relevant certificates of the empanelled hospital/diagnostic center along with the validity date / period.
 - o Rate list for procedures and services.
- d) Empanelled hospital/diagnostic center shall abide by any other requirement specified from time to time by ESIC and/or BPA in regards to implementation of online referral processes, clinical data and claim generation using the software application.
- e) On fulfilling requirements by the empanelled hospital/diagnostic center, BPA shall provide Login Details along with User access details; the receipt of which is to be confirmed by the empanelled hospital/diagnostic center to both ESIC and BPA.
- f) BPA shall provide training to the identified employees of the empanelled hospital/diagnostic center on the access and use of the web based application software, process of honoring routine referrals, emergency referral treatment protocol, final bill uploading/submission processes, and uploading/submission of clinical reports, etc. BPA shall train on the Standard Operating Processes related to bill processing.
- g) BPA shall check and verify the authenticity of documents submitted by the empanelled hospital and tally with the document submitted to ESIC Hospital. BPA shall check and keep a track on steps online, in the online processing activities in order to ensure transparent and fair processes.
- h) Empanelled Hospital/diagnostic center shall only be able to upload claims from the date of initiation of Agreement. System shall auto-reject any claim which is backdated or for past period.
- i) The validity of Agreement with ESIC Regional Office and NABH/NABL certificates shall be visible to all parties in the module so as to ensure checking while processing claims. The application software shall have different validations of rates based on criteria for NABH/NABL certified status of the empanelled hospital/diagnostic center. As and when the Agreement validity/Accreditation validity is about to expire, the empanelled hospital/diagnostic centre needs to upload the renewed relevant document within its login account to maintain continuity for uploading and processing of claims.
- j) Access for empanelled hospitals/diagnostics centers, validity of which has expired, will be blocked in the Online Referral generation template of UTI-Module but still exist in the payment module till such time that the respective empanelled hospitals/diagnostics centers are re-empanelled or completion of billing or as directed by ESIC.
- k) On expiry of validity as per Agreement at respective locations, empanelled hospitals/diagnostic centers should upload all pending bills at the earliest **but not later than Three (03) months from the date of**

expiry of Agreement. failing which the empanelled hospitals/diagnostic centers shall have to give justification and seek waiver/condonation of delay from the Competent Authority of respective ESIC Hospital/Regional office.

- l) System shall accept the patient claim only with the referral letter within its validity period i.e 7 days (excluding the date of referral). As and when the referral is issued, its validity shall get captured online. Therefore, when the empanelled hospital shall submit the claim, system shall authenticate the referral validity.
- m) BPA software shall accept documents only in PDF format, of limited size or in any other secure format as modified by ESIC from time to time. If the uploaded document is not legible, BPA software shall auto-reject the same.
- n) Empanelled hospital/diagnostic center shall submit original hard copies of bills along with duly signed detailed discharge summary and chronologically placed clinical sheets/investigation reports/Blood bank notes/IPD notes (if needed)/clinical reports/Films/pouches/invoices/price stickers/ Utilization certificates/OT Notes/pre and post operation radiological images for procedures/wrappers and invoice for drugs costing more than Rs 5000 or any other requirement (as per T&C which the hospitals and diagnostic centers have with ESIC) etc, which were uploaded in the system in support of the claim, within 7 (seven) working days and not beyond 30 days to the ESIC Hospital from where referral was generated. Any bill/claim submitted beyond 30 days should be accompanied with online/offline waiver from ESIC hospital and BPA shall not adhere to TAT while processing such claims.
- o) The claim cannot be considered as complete for processing by BPA until such physical submissions are carried out.
- p) Any delay in processing owing to non-submission/delayed submission of hard copies/physical bills will be the sole responsibility of the empanelled hospital, thereby meaning, ESIC or BPA shall not be held responsible for the same.
- q) BPA shall provide training on e-claim processing and technical assistance related to software glitches.
- r) Empanelled hospitals/diagnostic centers are requested to register with the BPA i.e. BPA at the earliest as all referrals shall be made through the systems only to the registered hospitals effective from the date of signing of MOU between ESIC and BPA.

2. **Deployment of software:-**

BPA shall set up and deploy the customized application (software) as already being used and accepted by ESIC for the bill processing assignment.

3. **Training:-**

BPA has imparted initial free of cost training to ESIC and empanelled hospitals/diagnostic centers before signing of the contract. The BPA shall again impart refresher onsite training, free of cost at all locations after the MoU is signed. In addition, BPA will prepare a video film, free of cost along with ESIC Officials for complete training purposes. Additional 3 (three) trainings if required, shall be given through electronic platforms like Skype, Team Viewer, Video Conference, Videos etc without any cost to ESIC / hospitals.

BPA shall further impart training to newly empanelled hospitals at any point later whenever fresh empanelment is undertaken for that respective location and no extra charges will be paid by ESIC for such training on fresh empanelment of a new entity. In such cases also, additional 3 (three) trainings shall be given through electronic platforms like Skype, Team Viewer, Video Conference, Videos etc without any cost to ESIC / hospitals.

After the above trainings have been given and still there is a requirement of any further additional training, then it would be at a cost to be decided by BPA which shall be borne by the empanelled hospital/diagnostic centre.

4. **Creation of User ID (Activation/ Deactivation):**

User IDs will be created for users of empanelled Hospitals/diagnostic centres as per the procedure mentioned below:

- a) Filling the User ID creation form by prospective user. (HIS PROFORMA AT THE TIME OF AGREEMENT)
- b) The role of the user to be mentioned, as defined in the form.(Eg: login details, user access details etc)
- c) The form should be signed by the user and authorized by respective authorised signatory along with official seal and signature of the empanelled hospital/diagnostic centre.
- d) Filling of the user creation template in the Excel format.
- e) Scanned copies of these documents to be forwarded to esicbpa@utiitsl.com along with User Creation Template in .xls format.

5. If any user is discontinued by whatsoever reason, **it is imperative that** the same should be communicated to BPA by respective authorised signatory along with official seal and signature of the empanelled hospital/diagnostic centre for deactivation of old IDs and creation of fresh user IDs by following the above procedure.

6. **Queries:**

BPA shall facilitate the replies to the queries for all users of the system i.e. ESI Hospitals/Institutions and empanelled hospitals/diagnostic centers through e-mails (BPA - IT & Training Helpdesk) and escalation matrix as under:

Divisional-Manager Assistant Vice President
Dy Vice President
Vice President
Senior Vice President

All queries will be addressed by the BPA promptly within 24 hrs. E-mail resolution MIS will be provided by the BPA. The BPA shall also publish on its webpage www.esicbpa.utiitsl.com/esic the process flow and the procedures followed, so that the user does not have to constantly interact with BPA.

BPA shall discourage direct personal discussions of employees with the hospital staff.

7. **Procedures:-** Empanelled hospital/diagnostic centre shall follow ESIC Policy and Standard Operating Procedure and as modified by ESIC from time to time.

8. **Processing Fees:-**

Subject to BPA rendering bill-processing services as per the guidelines, the empanelled hospitals/diagnostic centers/claimants shall pay to the BPA, the service fees and service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIC.

The Service Fee and Service Tax, GST or any other taxes by whatever name called payable to BPA will be deducted by ESIC from the amount payable to the empanelled hospital/diagnostic center and the amount after deduction of applicable income tax plus Service Tax, GST or any other taxes by whatever name called shall be transferred to the account of BPA through ECS, or otherwise, as decided from time to time, simultaneously along with the payment/s for empanelled hospital/diagnostic centers. The Income tax to be deducted at source shall be applicable only on the processing fee. If the claim was rejected or results into nonpayment to the empanelled hospital/diagnostic center, ESIC shall recover the service fee and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled hospital/diagnostic center (or the group hospitals / companies) and shall pay to the account of the BPA. If there are no subsequent claims from empanelled hospitals/diagnostic center, then said fee and service tax/GST/any other relevant tax by any name shall be recovered by ESIC from the empanelled hospital and paid to BPA.

BPA shall strive to adhere to the TAT of 10(ten) working days after the receipt of claim (as defined) / physical bills/ receipt of clarification or completion of period of NMI Disposal (whichever is later). ESIC reserves the right to levy a penalty upto 10% on the service fees payable to BPA for the claims pending beyond TAT of the respective bill of the empanelled hospital/s/diagnostic centers. This penalty shall be added to the approved amount of the respective empanelled hospital/diagnostic center and shall be validated by the system to be developed and shall be auto calculated by such system and prompted to the respective ESIC Hospital on the system at the time of final recommendation on the claim. Letter confirming the amount due to BPA shall be issued by respective CFA within 30 days from date of last recommendation of claim by BPA.

Empanelled hospitals are requested to register with the BPA i.e. UTIITSL on the date of agreement with ESIC as all referrals shall be made through the systems only to the registered hospitals effective from the date of signing of MOU between ESIC and BPA.

ESIC- SOP for Online Bill Processing

Introduction

ESIC is providing comprehensive medical care facility to its beneficiaries and their dependents through ESIC/ESIS Hospitals & Dispensaries as well as empanelled hospitals & diagnostic centers.

ESIC has decided to appoint UTIITSL as a Bill Processing Agency (BPA) for processing the claims of empanelled hospitals/diagnostic centres and recommending the payment to be released. Expenditure incurred on medical services provided by empanelled hospital/diagnostic center shall be paid by ESIC directly to the empanelled facility after the bill is processed by BPA.

UTIITSL/BPA has agreed to provide a transparent system for online referral generation and bill processing for scrutiny and **processing of all bills (SST/Secondary/Investigations etc) of Empanelled Hospitals/Diagnostic Centers for beneficiaries referred from ESIC Hospitals and bills for only super specialty treatment in case of ESIS Hospitals. (As per MoU)**

Here after respective Regional Director's Offices will enter into Agreement with empanelled hospitals/diagnostic centres to enable online referral generation and billing through UTI Module.

BPA will provide a front end user interface through the software where in the designated officials/users of ESIC Hospitals will be able to update all necessary details including empanelment, validity/extension of validity of MOA, details of accreditation (NABH/NABL), classification of hospital and any other parameters/criteria as specified by ESIC from time to time as also any information on de-empanelment of the hospital/diagnostic centers, without the BPA having any control on such parameters relating to the empanelled hospitals/diagnostic centers.

BPA shall be providing the required software as per MoU to all empanelled hospitals/diagnostic centers of ESIC to run the process.

This document lays down Standard Operating Procedure on referral generation by ESI Institutions and online processing of bills pertaining to empanelled hospitals/diagnostic centers.

DEFINITIONS & INTERPRETATIONS:

1. **“Agreement”** shall mean this agreement and all Schedules, Annexure, Supplements, Appendices and Modifications thereof made in accordance under the terms of this agreement, in writing and as agreed to by both the parties. It shall also include Letter of Intent, Standard Operating Process (SOP), Notification of award, etc. Any changes, if mutually agreed between ESIC and UTIITSL in writing, shall also form the part of the agreement.
2. **“BPA”** shall mean Bill Processing Agency and UTIITSL is acting as BPA while performing this agreement.
3. **“ESI Beneficiary”** shall mean a person who is entitled for benefit under ESI Act and employees of ESI Corporation who holds an ESIC Card or employee health card or pensioner card for availing benefit.
4. **“Benefit”** shall mean the extent or degree of medical service; the beneficiaries are entitled to receive as per the rules/instructions of ESIC on the subject, as conveyed to BPA in writing.
5. **“Coverage”** shall mean the types of persons eligible as beneficiary of ESIC to health services provided under the corporation, subject to the terms conditions, limitations and exclusions of the corporation as indicated in writing by ESIC to BPA.
6. **“MS”** shall mean Medical Superintendents of ESIC/ESIS Hospitals.

7. “SMO” of a state, shall mean State Medical Officer of ESI Corporation, in the respective states.
8. “DIMS/Director-ESIS” shall mean Director Insurance Medical Services, of ESI State Scheme of respective states.
9. “Competent Financial Authority” (CFA) shall mean ESIC officials delegated with financial powers to clear on-line bills after receipt of the recommendations from BPA.
10. “Working Day” shall mean days on which ESIC/ESIS Hospitals/Institutions are open for business other than Sunday and public holidays.
11. “Service Area” shall mean the area with in which ESIC has authorized BPA to provide services, presently being all ESIC/ESIS hospitals/institutions, all over India.
12. “Claim” shall mean the bills submitted by the ESIC empanelled Hospitals/Diagnostic Centre with all necessary supporting documents as prescribed by ESIC from time to time so that no additional information, in the opinion of BPA, whatsoever, is further required to process the bill. This includes the physical submission of original hard copies of bills and required clinical reports/films/pouches/invoices/price stickers etc, which were electronically uploaded in the system by the empanelled hospitals to the place from where the referral was generated and any other “Need More Information” of any sort.
13. “Fees” shall mean the agreed payable amount by empanelled hospital/diagnostic center of ESIC or ESIC for services rendered by the BPA from time to time calculated on the claimed amount of the bill submitted by the empanelled hospital/diagnostic center. It shall also mean additional payment (or increase there on) of Service Tax, GST or any other taxes applicable on such fees to BPA.
Letter confirming the fees due to BPA shall be issued by respective CFA within 30 days from date of last recommendation of claim by BPA if the said fee amount remains unpaid to BPA.
CGHS directives on interest accrued for delay in payments to BPA shall be followed as and when applicable.
14. “Services” shall mean the work performed by the BPA pursuant to this contract/agreement.
15. “Party” shall mean either ESIC or BPA and “Parties” shall mean ESIC, ESIS, BPA and empanelled hospitals/diagnostic centers.
16. “Direct admission” means patients going to empanelled hospitals and availing procedure/Health intervention/Test/OP consultation, etc. for which no referral has been made by any ESIC/ESIS Hospitals/Institutions. These bills shall be evaluated offline, as per prescribed procedure of ESIC as per the SOP forwarded by ESIC.
17. “Software” means the entire application software which was demonstrated during the Proof of Concept which will be deployed by UTIITSL/BPA. The Proprietary Rights, Copyrights, Patents and any such Rights over the software and its modifications shall always be with UTIITSL/BPA.
18. “Rates” means the rates as per ESIC policy/SOP/CGHS/AIIMS notified circulars duly adopted and recommended by ESIC or uploaded on the website www.esic.nic.in and BPA portal www.esicbpa.utiitsl.com/esic from time to time by ESIC. Any change in rate shall be effective on BPA module within a maximum of 7 (seven) days from the date mentioned and notified by ESIC. It will include modifications thereof.
19. “Referral” means a document issued either online/offline for a beneficiary to avail cashless treatment/facilities at the respective empanelled hospitals/diagnostic centers bearing all relevant details and duly signed by respective competent/ designated authority of respective ESIC/ESIS Hospital/institution as advised by ESIC.
20. “Empanelled hospital/diagnostic center” means the facility empanelled by ESIC to extend and provide treatment/facilities/medical procedure/Health intervention/Test/OP/ consultation or any other medical activity. The empanelment/extension/gradation/registration of these facilities all solely coming under the purview of ESIC only. The registration of empanelled hospital/diagnostic centers with validity, extension of validity, details of accreditation (NABH/NABL), de-empanelment of hospital, classification of hospital and any other parameters/criteria for empanelment would be the sole jurisdiction of ESI Corporation. The communication to the empanelled hospitals /diagnostic centers on these matters will be the sole prerogative of ESIC. Any intervention of BPA in this area will be automatically invalid.

Pre-requisites:

A. Hardware & Network Infrastructure:.

Necessary IT infrastructure (Windows PC with continuous net connection, modem, Printer with power back-up) is mandatory at all places (ESIC/ESIS Hospitals/ empanelled hospitals and empanelled diagnostic centers) where this UTIITSL application software is to be used. Respective Competent Authorities will make available computers with internet facility to the deemed officials nominated for the said purpose.

ESIC/ESIS Hospitals/Institutions & Regional Offices can use the existing Wipro computers and net connections/modems taken for the purpose of Biometric Attendance for facilitation of the same.

- B. **Application:** UTIITSL application software is web based unlike the Intranet based Panchdeep application software and hence can be used from any location, anytime. The software (UTIITSL Module) shall enable generation of online referral letter conveying the approval, medical scrutiny and recommendations on the claim amount for the payment against the claims submitted by the empanelled hospitals / diagnostic centers.

I. Facilities

Medical facilities are to be provided through a network of ESI institutions spread across the country. In case further treatment is required, a referral will be issued from ESI Institution to the empanelled hospital/diagnostic center. Only the staff authorized by ESIC can issue (Normal/Emergency) referrals. **The list of names of designated officers shall be given to BPA by the respective Competent Authority at each of the location at the time of start of the Contract.**

The Medical Superintendent of ESIC Hospital shall duly approve and authenticate both the online and the hard copy of the referral.

II. Deployment of software

BPA shall set up and deploy the customized application (software) as already being used and accepted by ESIC for

the bill processing assignment.

III. Training

BPA has imparted initial free of cost training to ESIC and empanelled hospitals/diagnostic centers before signing of the contract. However, the BPA shall again impart refresher onsite training, free of cost at all locations after the MoU is signed. In addition, BPA will prepare a video film, free of cost along with ESIC Officials for complete training purposes.

Additional 3 (three) trainings if required, shall be given through electronic platforms like Skype, Team Viewer, Video Conference, Videos etc without any cost to ESIC / hospitals.

BPA shall further impart training to newly empanelled hospitals at any point later whenever fresh empanelment is undertaken for that respective location and no extra charges will be paid by ESIC for such training on fresh empanelment of a new entity. In such cases also, additional 3 (three) trainings shall be given through electronic platforms like Skype, Team Viewer, Video Conference, Videos etc without any cost to ESIC / hospitals.

After the above trainings have been given and still there is a requirement of any further additional training, then it would be at a cost to be decided by BPA which shall be borne by the empanelled hospital/diagnostic centre.

IV. Creation of User ID (Activation/ Deactivation)

User IDs will be created for users of ESIC as per the procedure mentioned below:

- a. Filling the User ID creation form by prospective user.
- b. The role of the user to be mentioned, as defined in the form. (Eg: Registration, Referral, Receiver, Level 1 Validator, Level 2 Approver, Financial Approver, Accounts etc)
- c. The form should be signed by the user and authorized by respective MS's at ESIC Hospitals/Institutions along with official seal and signature.
- d. Filling of the user creation template in the Excel format.
- e. Scanned copies of these documents to be forwarded to esicbpa@utiitsl.com along with User Creation Template in .XLS format.
- f. If any user is discontinued by whatsoever reason, **it is imperative that** to prevent fake/fraudulent/duplicate billing and payments, the same should be communicated to BPA by respective MS's at ESIC Hospitals/Institutions for deactivation of old IDs and creation of fresh user IDs by following the above procedure.

V. Queries:

BPA shall facilitate the replies to the queries for all users of the system i.e. ESI Hospitals/Institutions and empanelled hospitals/diagnostic centers through e-mails (BPA - IT & Training Helpdesk) and escalation matrix as under:

Divisional Manager Assistant
Vice President Dy Vice
President Vice President
Senior Vice President

All queries will be addressed by the BPA promptly within 24 hrs. E-mail resolution MIS will be provided by the BPA. The BPA shall also publish on its webpage www.esicbpa.utiitsl.com/esic the process flow and the procedures followed, so that the user does not have to constantly interact with BPA.

BPA shall discourage direct personal discussions of employees with the hospital staff.

VI. Resources

For ESIC Hospitals - MS ESIC Hospitals shall identify a Nodal Officer in respective ESIC Hospitals to coordinate training of staff/empanelled hospitals and implementation of various activities through BPA module. Respective nodal officers shall be responsible to coordinate with Headquarters' office on the same. MS of respective ESIC Hospital shall duly forward the validated forms for specific role/s with mapping for creation of user ID's and passwords to BPA.

It will be the responsibility of MS ESIC Hospital to intimate BPA to block specific user ID in event of change in status of any official/user. BPA shall maintain an Audit trail for the same.

VII. Registration of Empanelled hospitals/Diagnostic centres:

The empanelment/extension/gradation/registration of empanelled facilities, all solely coming under the purview of ESIC only. The registration of empanelled hospital/diagnostic centers with rate lists, validity, extension of validity, details of accreditation (NABH/NABL), de-empanelment of hospital, classification of hospital and any other parameters/criteria for empanelment shall be done at respective ESIC Hospital.

VIII. Procedures

- 1) Referrals: ESIC Hospitals will refer an ESI beneficiary to empanelled hospital/diagnostic center either during normal working hours of the Hospitals or as an emergency after the normal working hours.

In normal working hours ESIC Hospitals will initiate referral by the competent authority/ specified user as specified under Clause I above, online through BPA module or otherwise (as specified by ESIC from time to time) and handover hard copy of referral letter to patient. In the event where the respective ESIC Hospitals are unable to generate online referral on account of Server/Application issues, BPA shall record the time & duration of the problem and facilitate the entry of such referrals on the system at a later stage and maintain an audit trail for the same.

The validity of referral in normal circumstances shall be for 7 days only from the date of referral (excluding the date of referral). Duration of admission should be mentioned on the referral for cases not covered under

CGHS package. If not specified, the admission shall be valid for Three days (03) only, pursuant to which the tie up hospital (the empanelled hospital) shall seek further permission for extension of stay.

There will be no scope of revalidation of old referrals and in all such cases where the validity has elapsed; a new referral will have to be generated in the system.

- 2) For patients referred during emergency hour i.e after normal working hours or on holidays, the Authorized officer, as per Clause I, shall generate a hard copy/ online referral for the empanelled hospital/diagnostic center. Under normal circumstances, BPA claim ID for the beneficiary shall be generated on the next working day (if not approved by the competent authority on the same day) and both the online and the hard copy of referral will be duly approved and authenticated by the designated authority of ESIC Hospital, as per Clause I. Unless mentioned otherwise, the validity of referral generated during emergency hours or on holidays will be three days only (excluding the date of referral). Subsequent validations for validity of referrals in the system shall be incorporated by BPA in the module.
- 3) It is again reiterated by ESIC to refer patients only for those services, which normally are not available in respective hospitals as per the prescribed ESIC norms.
- 4) Under normal circumstances, referrals should be justified, equally and fairly distributed amongst all tie up hospitals and due care should be exercised in maintaining transparency and adherence to prescribed guidelines and laid down procedure.
- 5) ESIC will issue referral form, which shall indicate specific procedure/Health Intervention/Test/OP consultation, etc. along with clinical information, diagnosis and any other relevant information as specified from time to time, for which referral is being made. Referrals should also preferably carry the CGHS code under which the patient is being referred to the empanelled hospital. Duration of admission should be mentioned on the referral for cases not covered under CGHS package. This will form the basis for BPA scrutiny.
The extension of stay for ongoing treatment shall be captured in the BPA Module –Extension Template, duly linking it with the old referral number/Unique claim ID. Relevant validation to this effect shall be incorporated in the module by the BPA. This extended stay approval document should be a part of the bill submission. (As in ECHS)
- 6) All referrals where Super specialty procedures are not specified on the referral letter and if patients are referred only for supportive care/terminal care in any discipline and where patient does not need any active intervention by the super specialist, it should be considered as 'Secondary Care'. Payment in respect of these bills by respective CFA's should be done accordingly i.e by M.S ESIC Hospital. It is reiterated that the super specialty treatment requirement should be considered only if the treatment involves mandatory intervention by the Super specialist of the concerned field.
- 7) Any unlisted procedures/ implants etc, which are not listed in CGHS or AIIMS, should have prior approval and preferably budget estimation from the Competent Authority in ESIC. BPA shall implement deductions on unlisted implants, investigations and unlisted procedures as per ESIC policy, duly intimated to BPA. BPA shall apply CGHS major and minor procedure rates where ever applicable as instructed by ESIC.
- 8) As far as possible the empanelled hospitals are advised to use the drugs approved in CGHS formulary. The rate list approved by CGHS for essential life saving medicines should be used during bill processing. Imported brands should not be used if the Indian brand for the same is available in the market. The empanelled hospitals must strictly follow all guidelines issued by CGHS on these issues.
- 9) The empanelled hospital/diagnostic center, on receipt of referral/admission advice of ESIC beneficiary will send an on-line intimation to the BPA within 4 hours with complete details of the patient, proposed line of treatment, cost and duration along with clinical history and any other information as specified by ESI Corporation from time to time with a copy to ESIC. If the intimation is not send within 4 hours it will still be valid for admission caring for the patient's health after getting intimation from ESIC. BPA shall acknowledge the intimation within 4 working hours of receipt of intimation done by empanelled hospital.
- 10) BPA on receipt of intimation of receipt of referral by empanelled hospital/diagnostic center for admission/treatment will acknowledge and scrutinize the details. BPA shall promptly note the referrals for the prescribed test/treatment/management to the concerned empanelled hospital/diagnostic center.

The referral shall be validated by BPA on the following criteria:-

- a. Name mismatch
 - b. Insurance Number mismatch
 - c. Date mismatch
 - d. Expired Validity of referral
 - e. Continuity of Extension (if any)
 - f. Mapped empanelled hospital with respective location
 - g. The P1 form (referral letter) should bear the seal and signature of MS/Referral Committee/Designated authority.
- 11) Empanelled hospitals/diagnostic centers will carry out the procedure(s)/test(s)/ Health intervention/OP Consultation etc. as indicated on the referral by ESI Corporation forming the basis of bill processing.
The empanelled hospitals/diagnostic centers shall upload all the reports and bills in the system within 7 (seven) working days after completion of test/procedure/health intervention/OP consultation i.e. after final discharge.
BPA shall make the necessary 7 days validation in its module to this effect. After seven days the empanelled hospital/diagnostic center would have to give justified reasons for delay and seek further extension from respective CFA of ESIC hospital. BPA shall include inbuilt relevant validation to this effect in the module.
 - 12) Empanelled hospital/diagnostic center shall submit original hard copies of bills along with duly signed detailed discharge summary and chronologically placed clinical sheets/investigation reports/Blood bank notes/IPD notes (if needed)/clinical reports/Films/pouches/invoices/price stickers/ Utilization certificates/OT Notes/pre and post operation radiological images for procedures/wrappers and invoice for drugs costing more than Rs 5000 or any other requirement (as per T&C of MoA which the hospitals and diagnostic centers have with ESIC) etc, which were uploaded in the system in support of the claim, within 7 (seven) working days and

not beyond 30 days to the ESIC Hospitals from where referral was generated. Any bill/claim submitted beyond 30 days should be accompanied with online/offline waiver (as applicable) from ESIC Hospital and BPA shall not adhere to TAT while processing such claims.

The claim cannot be considered as complete for processing by BPA until such physical submissions are carried out.

- 13) BPA shall provide relevant validation for an online waiver in the BPA module. Any delay in processing owing to non-submission/delayed submission of hard copies/physical bills will be the sole responsibility of the empanelled hospital, thereby meaning, BPA shall not be held responsible for the same.
- 14) ESIC Hospital shall make provisions for receipt and verification/ attestation of these hard copy documents by identified/ specified user(s) at a designated/specified place in its premises. The name and location of the receiving and acknowledging official is to be published in a prominent place and also communicated to the empanelled hospital/diagnostic center by respective authorities from time to time.
- 15) On receipt of the physical bills the concerned referring ESIC Hospital will verify and vet the scanned copies uploaded in online BPA module in support of the claim and certify that the hard copies received are same as the uploaded scanned copies by the empanelled hospitals.

Verification of bills will be done by respective ESIC hospital on receipt of hard copy to the extent that scanned copies uploaded by the empanelled hospital against claim of a given patient should be exactly same as that submitted in hard copies/physical bills i.e Patient's name, referral number, Bill Number, claimed value etc. and that the hard copies received are as per ESIC billing policy (Mandatory PI-PVI & other relevant Annexures as per SST Manual). This approval from ESIC shall form a basis for BPA to process the bill in normal course.

After physical verification/checking of the bills and documents received in hard copy, the concerned ESIC Hospital shall validate such claim documents online **within 3 (three) working days (subject to availability of server/application-duly recorded on the site/notice board), which** shall enable the BPA to perform the scrutiny and further processing. After such validation any delay on the part of hospital/diagnostic center will be deemed to be condoned by ESIC and BPA shall process these cases as usual.

- 16) In case of absence of certain physical documents, the "Need More Information" (NMI) status will be raised by the Verifier of the respective ESIC Hospital to the empanelled hospital/diagnostic center for the missing/ambiguous physical documents immediately, but not later than **Seven (07)** working days (subject to availability of server/application) and reasons shall be captured on the module for viewing by the concerned users. Empanelled hospitals/diagnostic centers shall have to submit the clarifications/information inter-alia for all bills returned online under "Need for more Info" category (NMI), within 15 days failing which ESIC will forward these claims to BPA for further processing on the basis of available documents without any further intimation and such bills/claims will be closed not to be opened further by the BPA.

Any delay in processing owing to pending clarifications/information will be the sole responsibility of the empanelled hospital with no responsibility on BPA. BPA shall provide relevant validation of 15 days in the module.

- 17) On receipt of complete online claims of empanelled hospitals/diagnostic centers, the processing team of BPA under supervision of a doctor (Minimum M.B.B.S) will scrutinize the online documents/bills/reports on FIFO basis, as per approved CGHS rates, AIIMS rates, or rates as notified on BPA's website www.esicbpa.utiitsl.com/esic from time to time.

Any change in rate shall be effective after 7 days from the date mentioned and notified by ESIC. However, any rate change shall have the written authorization from ESI Corporation Headquarters Office and an Audit Trail shall be kept by the BPA for any change in the rate in the system. Since only ESI Corporation is authorized to change the rates, ESI Corporation will regularly audit the rate module so that no deviation is possible by BPA.

- 18) BPA may approve or reject the claims on First In First Out basis (as elaborated in the clause herein below) as per defined Turn Around Time for BPA, either fully or partially, within 10 (Ten) working days of verification by ESIC Hospital, of the scanned copies uploaded and hard copies received from the empanelled hospital/diagnostic center or reply to last query or completion of NMI disposal period (15days) whichever is later. Such fully or partially approved bills shall go further in the system for payment. If there is further delay, sufficient reasons must be cited and captured on the module for viewing by the concerned users.
- 19) Such claims shall be processed by the BPA, as per the queue within the band, i.e. on claim-amount wise bands, wherein the methodology of first-come-first-out basis in that particular band would be followed. The amount wise bands are as listed below:

- 0 to 10000
- 10001 to 25000
- 25001 to 50000
- 50001 to 100000
- 100001 to 300000
- 300001 to 500000
- 500001 and above

- 20) If an online claim is not approved by BPA, it will be moved back to the empanelled hospitals/diagnostic centers, with reasons for rejection and with provision for viewing by ESI Hospital/Institution online (for information).
- 21) Empanelled hospitals/diagnostic centers shall have to submit the clarifications/information inter alia for all bills returned online by BPA under "Need more Information" category (NMI), within reasonable time but not later than 15 days failing which these claims will be processed by BPA on the basis of the available documents on FIFO basis as per defined TAT of BPA (from the date of movement from NMI disposal) without any further intimation to Empanelled hospital/diagnostic center. Relevant validation for the same shall be provided by the BPA in the system.

However, final payment for all claims would be at the discretion of respective ESIC Hospital.

- 22) Following aspects shall be checked by the BPA, while scrutinizing the bills/claims:
 - a. Appropriateness of eligibility of the beneficiary as notified to BPA under ESIC policy.
 - b. Appropriateness of referral with reference to eligibility and bill/s with its appendages as notified to BPA or modified under ESIC Policy from time to time.

- c. Whether the claim submitted is against approved referral or direct admission without approval. All such claims without referral shall be rejected summarily.
 - d. Appropriateness of treatment including screening of patient's records to identify unnecessary admission and unwarranted treatment.
 - e. Whether the planned treatment has been deliberately shown as of emergency in nature and treatment billed. However, the emergency as advised in referral would be considered as emergency only.
 - f. Whether any unnecessary Diagnostic, Medical or Surgical Procedures/Health Interventions or investigations were conducted by the Hospital.
 - g. Whether the treatment /Services have been provided as per ESIC Policy, approved CGHS rates, AIIMS rates, or rates as notified by ESIC on BPA's website www.esicbpa.utiitsl.com/esic from time to time.
 - h. Whether the package rates billed are best suited to the beneficiary in the prevailing circumstances.
 - i. Application software shall also provide validations of defined rates for procedures/processes, prior to manual scrutiny, visible to all parties concerned.
BPA shall also provide ESIC with an Audit Module with designated access to officials as specified from respective CFA of ESIC Hospital .
 - j. Whether the patient was kept admitted for the period required for the treatment to be administered and that no unnecessary extension/stay is observed.
 - k. Any other irregularities.
 - l. Other details as per SST operations manual and/or as specified by ESIC from time to time or as conveyed to BPA in writing.
- 25) BPA would exercise wisdom for recommendation of claim where no written instruction is available from ESIC for e.g. consumables, visits of doctors etc. and that in all such matters where no written instructions are available BPA shall mark observation on the online data sheet provided that the final decision shall be the sole discretion of the respective CFA at ESIC Hospital (referring the patient). The number of days of stay has been indicated in the clause below
(Clause IX- Claim submission guidelines, point 12).
- 26) In case where an ESI beneficiary avails treatment on payment (direct admission cases) the reimbursement claims will be processed by the ESIC offline, as per procedure unless specified otherwise. If BPA is asked to process such claims, the BPA shall process such claims as per the guidelines/TAT to be formulated by BPA and ESIC on the prevailing fees under this contract.
 - 27) All ESI beneficiaries are eligible for cashless treatment from empanelled hospitals on a valid referral. In case of online referrals, if the bills are partly paid by the ESI beneficiary, to the tie up hospital for any implant/stent, etc., inter-alia then BPA shall summarily reject the claim and capture the relevant details of part payment with online data sheet. Final decision on payment of such bills shall be the sole discretion of CFA of ESIC hospital. However, BPA fees shall be applicable on the total claim amount by the empanelled hospital.
 - 28) In case of cashless treatment, continuity/Extension of ongoing treatment shall be captured on BPA module at the time of referral and any deviation shall be duly recorded by the BPA on the online data sheet at time of bill processing.
 - 29) The scrutinized bills with remarks of BPA will be available to the empanelled hospitals/diagnostic centers on a 48 hours window for completion/rectification by the respective hospital/diagnostic center if needed and for information to all users. After 48 hours the bills will move online to the concerned ESIC Hospital/ Regional office for evaluation and further scrutiny/approval.
Any objection by empanelled hospital/diagnostic centres will be reviewed by designated official at Level I- at respective hospitals/Regional offices and bill re-evaluation as per ESIC Policy may be undertaken if deemed fit though the final decision will be by CFA of ESIC.
 - 30) On obtaining recommendations of BPA, designated officials at ESIC Hospital will approve/ reject the bill partly or fully and can modify the claimed value of scrutinized bills approved by BPA, after capturing the reasons online, within Three (03) working days (subject to availability of server/application). The official shall affix stamp on the hard copy/physical bill after completion of scrutiny and mention final amount due for the claim, both in BPA module and hardcopy/ physical bills.
 - 31) For claims which need further clarifications, "Need More Information" (NMI) status will be raised by the said official of the respective ESIC Hospital to the empanelled hospital/diagnostic center immediately, but not later than Seven (07) working days (subject to availability of server/application) from receipt of recommendation from BPA with reasons captured on the module for viewing by the concerned users.
 - 32) Empanelled hospitals/diagnostic centers shall have to provide clarifications/information inter alia for all bills returned online by ESIC Hospital under "Need More Info" category within a reasonable time but not later than 15 days failing which these claims, without any further intimation to empanelled hospital/diagnostic center will be processed by ESIC on the basis of available documents. These claims will be considered closed not to be opened by ESIC. BPA shall provide relevant validation of 15 days of NMI Disposal in the module. Any delay in payment owing to pending clarifications /information will be the sole responsibility of the empanelled hospital, with no responsibility on ESIC.
 - 33) Any delay in processing owing to non-submission/delayed submission of hard copies/physical bills/Information/Clarification will be the sole responsibility of the empanelled hospital, thereby meaning, ESIC or BPA shall not be held responsible for the same.
 - 34) Reconciliations (if any) needed by the tie up hospitals shall be done timely, preferably within the same financial year. All reconciliation matters of the empanelled hospitals/diagnostic centers shall be invariably closed within the next two months of the recommendation by BPA i.e., if a bill is recommended by BPA on 1st June or 10th June or 30th June, the reconciliation must be completed by 31st August in the same year. However, the efforts will be made to see that the reconciliations for the recommendations done during February and March are also completed by 31st March of that year.
Decision of claims which are not approved (rejected) by ESIC Hospital, with reasons for rejections, will be duly visible to all users for further action. Dispute resolution shall be a separate process.
 - 35) After approval of the scrutinized bills online by the CFA at ESIC Hospital, using BPA module, the claims along with hard copies of bills shall be sent to the Cash and Accounts branch for processing and online approval in the ERP module. The authorized and identified officials of respective branches shall deduct taxes, process, concur and approve/revert the recommended claim amount by the CFA, using both the ERP module


as well as BPA module till such time that both modules are synchronized in the future. Deduction of relevant taxes and final payment or revert by Finance officials shall be completed within Three (03) working days (subject to availability of server/application) of getting the approval for claims from the CFA. Accounts branch shall deface the original referral with a "Paid and cancelled" stamp and validate the final amount released against the claim, in both in BPA module and hardcopy/ physical bills. All payment details need to be captured in the BPA module for the purpose of reconciliations. The BPA will be authorized to appeal to Director General ESIC for such delayed payments if the undisputed service fees remain in arrear for more than 30 (thirty) days from the date of recommendation of the claim. Letter confirming the amount due to BPA shall be issued by respective CFA within 30 days from date of last recommendation of claim by BPA.

If the payment details are not updated by ESI Institutions in the BPA module, a follow up will be initiated by the BPA to SPOC at ESIC Hqrs. ESIC may resolve such outstanding entries within 3 working days.

Processing fee towards Rejected Claims shall also be disbursed as per same terms and conditions.

- 36) Further, it would be ensured by BPA and ESIC Hospital together, that three months (03 months) before the completion of empanelment period of hospital/diagnostic center or de-empanelment (as the case maybe), a detailed statement of accounts would be prepared by BPA and ESIC Hospital together to crystallize any recovery and the hospital/diagnostic center would be required to clear the recovery before closing settlements are finalized. Relevant validation for the same shall be provided by the BPA on the system. Thereafter, BPA shall be exonerated from any outstanding liability.
- 37) After receipt of the information from ESIC Hospital, the BPA will also ensure that all empanelled hospitals/diagnostic centers, validity of which has expired, are not reflected in the Online Referral generation template of the system but still exists in the payment module till such time that the respective empanelled hospitals/diagnostic center is re-validated or completion of earlier claims/recovery and reconciliations or as directed by ESIC provided the status of the hospitals/diagnostic center is updated by ESIC from time to time.
- 38) On expiry of validity as per Agreement of empanelment at respective locations, empanelled hospitals/diagnostic centers should upload all pending bills at the earliest but not later than Three (03) months from the date of expiry of Agreement failing which the empanelled hospitals/diagnostic centers shall have to give justification and seek waiver/condonation of delay from the respective competent Authority of ESIC Hospital.

IX. Claim submission guidelines:

1. Bill to be given in PI-PVI forms as per SST manual. Bill sheets to be numbered and chronologically placed with clinical sheets/investigation reports/Blood bank notes/IPD notes (if needed)/clinical reports/ Permissions for extensions/Films/pouches/invoices/price stickers/ Utilization certificates/OT Notes/pre and post operation radiological images for procedures/wrappers and invoice for drugs costing more than Rs: 5000 / or any other requirement.
2. Discharge summary should be on the hospital letterhead and must have the following details:
 - Patient name
 - Age
 - Gender
 - Date and time of admission and discharge
 - Diagnosis
 - Presenting complaints duration,
 - Past medical history
 - Clinical examination
 - Hospital course
 - Any post-operation complications, prolonged stay and undue investigations and medications should be commented on.
 - Discharge advice correlated with the referral/ emergency letter, line of treatment, related investigations, details of procedures/ surgery etc.
 - Duly signed by the treating Specialist/Super specialist
 - In case of death detailed death summary with cause and time of death to be specified.
 - In case of LAMA (Left against medical advice) and transfer to higher centre the reason for the same to be specified.
 - Respective super specialists/ specialist should countersign discharge summaries in cases of Chemotherapy/ Dialysis/ Radiotherapy bill claims. Consolidated bill should be raised by the empanelled hospital in above mentioned cases.
 - Date of earlier treatment in the hospital.
3. Final consolidated bill should be on the hospital letterhead with Bill number, Bill date, Date and time of admission and discharge, name, age of the patient with hospital seal and signature of the concerned authority in prescribed format- (PII-PVI of SST manual). All Competent Authorities shall ensure the circulation of these formats again to empanelled hospitals/diagnostic centres.
4. Accommodation/ ICU should be checked as per entitlement and stay and as per ESIC policy.
5. Consultation - Undue consultation and excess consultation if any to be deducted, to be paid as per ESIC policy.
6. Lab Charges should be referred with prescribed rates and undue and irrelevant to be deducted.
7. Payment of Pharmacy, Consumables etc. in non-package procedures is to be done as per ESIC Policy. Undue and irrelevant expenses to be deducted.
8. Surgery charges should be referred to under ESIC Policy and package rates as applicable.
9. Implants: should be restricted to prescribed ceiling rates, if not listed then payment to be done as per ESIC Policy.
10. Any specialized investigations: Needs to be reviewed on clinical findings and to be admitted if justified.
11. Others (physiotherapy, dressing, dialysis, blood transfusion, chemo therapy etc) to be admitted as per justification and prescribed ESIC Policy.
12. Numbers of days considered for package for different categories of surgeries are as follows:-

- 12 days for specialized (super specialties) treatment.
- 7 days for other major surgeries.
- 3 days for laparoscopic surgeries/normal deliveries.
- 1 day for day care/minor (OPD) surgeries

X. Processing Fees

Subject to BPA rendering bill-processing services as per the guidelines, the empanelled hospitals/diagnostic centers/claimants shall pay to the BPA, the service fees and service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIC.

The Service Fee and Service Tax, GST or any other taxes by whatever name called payable to BPA will be deducted by ESIC Hospital from the amount payable to the empanelled hospital/diagnostic center and the amount after deduction of applicable income tax plus Service Tax, GST or any other taxes by whatever name called shall be transferred to the account of BPA through ECS, or otherwise, as decided from time to time, simultaneously along with the payment/s for empanelled hospital/diagnostic centers. The Income tax to be deducted at source shall be applicable only on the processing fee. **Payments released to BPA and empanelled hospitals/diagnostic centres should be mandatorily entered into the UTI module. Due care should be taken to append respective ESIC Hospital/Regional Office as links on NEFT payment transactions done through respective banks for ease of reconciliation of payments by third parties.**

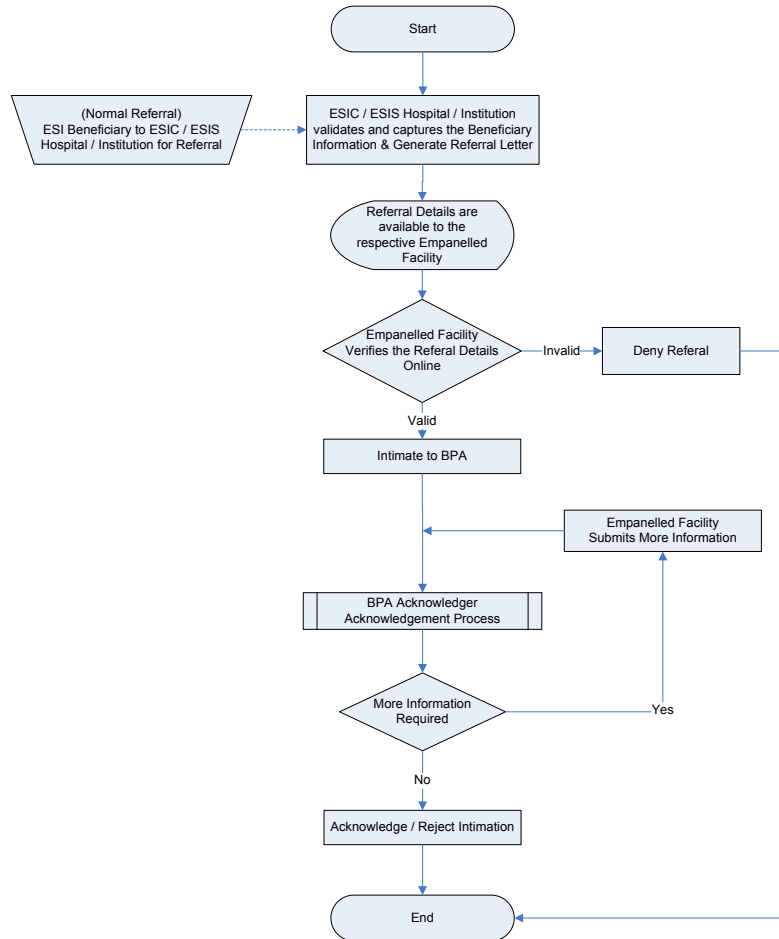
If the claim was rejected or results into nonpayment to the empanelled hospital/diagnostic center, ESIC Hospital shall recover the service fee and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled hospital/diagnostic center (or the group hospitals / companies) and shall pay to the account of the BPA. If there are no subsequent claims from empanelled hospitals/diagnostic center, then said fee and service tax/GST/any other relevant tax by any name shall be recovered by ESIC from the empanelled hospital and paid to BPA.

BPA shall strive to adhere to the TAT of 10(ten) working days after the receipt of claim (as defined) / physical bills/ receipt of clarification or completion of period of NMI Disposal (whichever is later). ESIC reserves the right to levy a penalty upto10% on the service fees payable to BPA for the claims pending beyond TAT of the respective bill of the empanelled hospital/s/diagnostic centers. This penalty shall be added to the approved amount of the respective empanelled hospital/diagnostic center and shall be validated by the system to be developed and shall be auto calculated by such system and prompted to the respective ESIC Hospital on the system at the time of final recommendation on the claim. Letter confirming the amount due to BPA shall be issued by respective CFA within 30 days from date of last recommendation of claim by BPA.

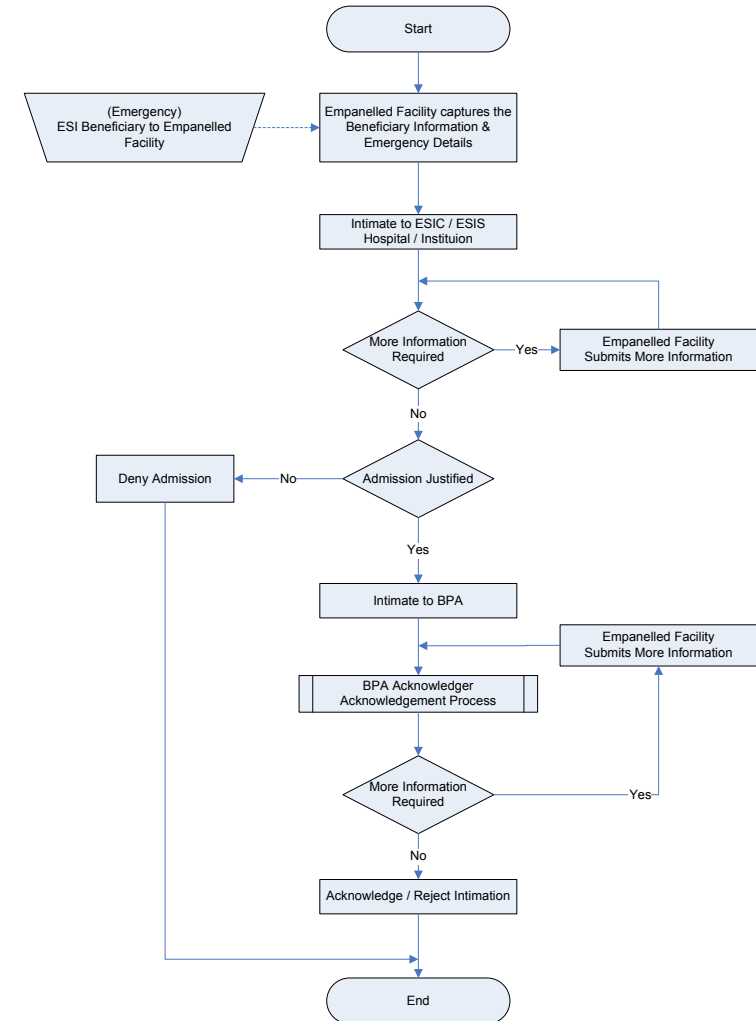
The Service deliverables from ESI Hospitals/Institutions and BPA with the agreed timelines are as follows:

S.No	Activities	Time Lines
1	Turn Around Time (TAT) for claims Intimation by empanelled hospitals/diagnostic centers	4 hours
2	Turn Around Time (TAT) for upload of claims into application by empanelled conduction of test/ procedure/ health hospitals/diagnostic centers	Within seven (7) working days of intervention/OP consultation / discharge.
3	Submission of Physical folders by empanelled hospitals/diagnostic centers.	Within seven (7) days but not later than Thirty (30) working days from conduction of test/ procedure/ health intervention/OP-consultation/discharge.
4	Turn Around Time (TAT) for acknowledgment and receiving of hard copies/physical bills both online and physically by respective ESI hospital/institutions	Within seven (7) working days of receipt of hard copies/ physical bills subject to availability of server/ application.
5	Verification, scrutiny and recommendation of claim by BPA	Within ten (10) working days after uploading of the claim by the empanelled hospital/ diagnostic centers and after Physical copies of bills have been/ received at respective ESI Hospitals/ institution and all queries resolved, whichever is later.
6	Turn Around Time (TAT) for completion of medical scrutiny and final approval of amount payable by CFA, online at respective ESI Hospital/Institution with release of payment.	Within 7(seven) working days subject medical scrutiny and final approval of to availability of Server/Application
7	Turn Around Time (TAT) for submitting clarifications/additional documentation inter-alia by empanelled hospitals/ diagnostic centers for queries raised by ESI Hospital/Institution.	Within 15 (fifteen) days.
8	Providing of Quality Dash Board to ESIC Online real-time officials& MS	Online real time
9	Enabling mail/ voice over communication/ call center	During office hours (10 am to 6 pm

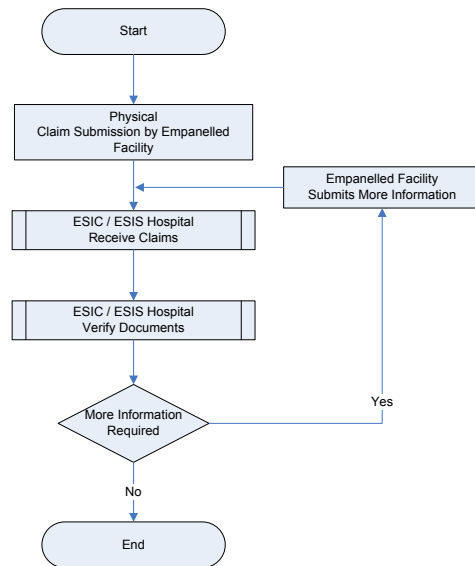
UTI Infrastructure Technology And Services Limited
e-Adjudication of Claims – ESIC
(Online Referral & Admission Intimation)



UTI Infrastructure Technology And Services Limited
e-Adjudication of Claims – ESIC
(Emergency Intimation)



UTI Infrastructure Technology And Services Limited
e-Adjudication of Claims – ESIC
(ESIC Model Hospital - Receiving / Verification Process)



UTI Infrastructure Technology And Services Limited
e-Adjudication of Claims – ESIC
(BPA Validation Process)

