



***ESIC REGIONAL OFFICE, CHANDIGARH***

***“Expression of Interest (EOI)”***

***for Empanelment to provide***

***Secondary Care Medical Services to ESI Beneficiaries***

***(Of ESIC Model Hospital Chandigarh & Ludhiana***

***And DCBO's of Rajpura & DCBO Barnala) and others, if any.***

**Last Date of submission of EOI : 20/3/2019 upto 10:00 AM**

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

<https://esictenders.eproc.in/html/Support.asp>



क्षेत्रीय कार्यालय /Regional Office

कर्मचारी राज्य बीमा निगम/Employees' State Insurance Corporation

मध्य मार्ग, सैक्टर - 19 ए, चंडीगढ़/ Madhya Marg, Sector 19-A, Chandigarh



No. PB/12/10/R.O./CHD/Tie-up Arrangement/2018-19/

Dated: 27 .02.2019

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

\_\_\_\_\_

**Subject: Notice inviting Expression of Interest (EoI) for empanelment of Health Care Organisations for Secondary Care Services, Eye, IVF, Blood Bank and Dental services for patients referred from ESIC Model Hospital, Ram Darbar, Chandigarh, ESIC Model Hospital, Bharat Nagar Chowk, Ludhiana, Dispensary Cum Branch Office (DCBO) Rajpura & Dispensary Cum Branch Office (DCBO) Barnala and other, if any.**

Sir,

**Regional office, Employees' State Insurance Corporation, Sector 19-A, Madhya Marg, Chandigarh, invites Expression Of Interest (EOI) through e- procurement solution for "Empanelment of Private Health Care Organisations for empanelment of Health Care Organisations for Secondary Care Services, Eye, IVF, Blood Bank and Dental services for patients referred from ESIC Model Hospital, Ram Darbar, Chandigarh, ESIC Model Hospital, Bharat Nagar Chowk, Ludhiana, Dispensary Cum Branch Office (DCBO) Rajpura & Dispensary Cum Branch Office (DCBO) Barnala and other, if any, on cashless basis at latest CGHS Rate/AIIMS Rates.**

The EoI will be valid for two years and can be extended for further one additional year, after assessment of performance and with mutual consent of both the parties. The conditions of contract which will govern the contract are contained in the EOI form.

**EOI schedule**

<b>S. no</b>	<b>Name of item</b>	<b>EMD (Rs)</b>	<b>Date of online availability of EOI</b>	<b>Last date and time for online submission of EOI</b>	<b>Last date &amp; time of manual submission of sealed envelope</b>	<b>Date &amp; time of opening of online EOI &amp; tender box</b>
1	Empanelment of Private Health Care Organisations for SECONDARY CARE SERVICES, Eye, IVF, Blood Bank and Dental services for patients referred from ESIC Model Hospital, Ram Darbar, Chandigarh, ESIC Model Hospital, Bharat Nagar Chowk, Ludhiana, Dispensary Cum Branch Office (DCBO) Rajpura & Dispensary Cum Branch Office (DCBO) Barnala and other, if any	(i) Rs. 2.00lac for secondary care empanelment and (ii) <b>Rs. 50000/-</b> for Eye, Dental, Blood Bank and IVF empanelment respectively	DATED 27.2.2019	DATED 20.03.2019 Till 10.00am	DATED 20.03.2019 Till 10.00am	DATED 20.03.2019 at 11.00am at Regional office, Employees' State Insurance Corporation, Sector 19-A, Madhya Marg, Chandigarh,

\*Pre bid meeting (for e-tendering process) – will be held at Regional office, Employees' State Insurance Corporation, Sector 19-A, Madhya Marg, Chandigarh on 6.3.2019 at 11.00AM.

Note:- In case the date of opening is declared a holiday then EOI shall be opened on the next working day at the same time & same venue.

EOI shall remain valid for 180 days from the date of publishing.

Regional Director



## **GENERAL INSTRUCTIONS FOR FILLING APPLICATION**

EOI documents will be available online from 27.2.2019 at [www.esic.nic.in](http://www.esic.nic.in), <https://esictenders.eproc.in>. & <https://eprocure.gov.in>..

Bidders have to deposit the EMD as per details mentioned below in the form of Demand Draft/Pay Order drawn on any scheduled bank, in favour of ESIC Fund Account No.-1, Regional office, ESI Corporation, Sec. 19-A, Chandigarh, **along with a pre receipt of EMD and bank details to facilitate timely return of EMD of unsuccessful bidders.**

The interested bidders should upload duly signed EOI form in chronological order with scanned copies of all relevant certificates, documents etc., on the e-tender portal <https://esictenders.eproc.in> latest by 20.3.2019 up to 10.00am.

In addition to online submission of EOI, bidders are also required to submit manual/hard copy of the following documents:-

- 1 Earnest Money Deposit (EMD) in the form of Demand Draft in favour of ESIC Fund Account No.1, payable at Chandigarh, drawn on any scheduled bank.
- 2 Undertaking as per Annexure II

**No offer of rates is to be uploaded either offline or online. In case any offer of rates is submitted offline or online, the EOI will be summarily rejected.**

The above two should be submitted in a sealed envelope, duly super-scribed "EOI for Empanelment of Private Health Care Organisations for **SECONDARY CARE SERVICES, Eye, IVF, Blood Bank and Dental Services for Patients Referred From ESIC Model Hospitals and DCBOs**".

Sealed envelope should be dropped in the tender box kept in Administrative Block at Regional Office, ESI Corporation, Sec. 19-A, Chandigarh on or before closing date & time i.e 20.3.2019 up to 10.00am. EOI received after the specified date & time shall be summarily rejected.

Proof of postage/courier will not be considered as a claim for timely submission of EOI.

The e-EOI will be opened online on 20.3.2019 at 11.00am.

Tender box will also be opened on 20.3.2019 at 11.00am.

Bidders or their authorized representative (with authority letter) can attend the opening. In case tender opening date is declared a holiday, bids will be opened on next working day at the same time & venue.

**Bid without EMD will be summarily rejected.**

Any corrigendum to this letter will be notified through the aforesaid websites only.

Regional Director reserves the right to accept any EOI in full or in part, to reject any or all EOIs at any time without assigning any reason thereof.

(Regional Director)



### **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:

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>



क्षेत्रीय कार्यालय /Regional Office

कर्मचारी राज्य बीमा निगम/Employees' State Insurance Corporation



मध्य मार्ग, सैक्टर - 19 ए, चंडीगढ़/ Madhya Marg, Sector 19-A, Chandigarh

No. PB/12/10/R.O./CHD/Tie-up Arrangement/2018-19/

Dated: 27 .02.2019

### **EOIFORM**

ESIC provides comprehensive health care facilities to the ESI beneficiaries, ESIC staff and pensioners. With a view to provide seamless delivery of services, Regional Office, ESIC, Sec. 19-A, Chandigarh, empanels private Health Care Organisations for providing the same.

In this background, willing Hospitals (henceforth referred to as Health Care Organisations – HCOs) are invited to apply for empanelment with Regional Office, ESIC, Sec. 19-A, Chandigarh.. The eligible private Health Care Organizations seeking empanelment and having prescribed infrastructure and staff and willing to accept the rates of various treatment procedures/ investigations fixed by CGHS and other conditions as detailed in the EOI document and may apply for the same in the prescribed format.

The hospitals should preferably be accredited by **National Accreditation Board for Hospitals & Healthcare Providers (NABH)**. However, the private health Care Organizations which are not accredited by NABH may also apply and can get empanelled but their empanelment shall be provisional till they are accredited by NABH, which must preferably be done within a period of six months but not later than one year from the date of their empanelment.

The Health Care Organisations which are not NABH accredited may be empanelled provisionally on the basis of fulfilling the criteria and submission of an affidavit that the information provided has been correct and in the event of failure to get recommendation from NABH ,which must preferably be done with in a period of six months but not later than one year of their empanelment, the health care Organization shall be de-empanelled without any further notice and 50%(Fifty percent) of the bank guarantee shall be forfeited.



## **C. General Criteria for Empanelment**

(For Secondary care Hospitals)

### A. MINIMUM NUMBER OF BEDS REQUIRE..... 30

NB: The number of beds as certified by Pollution Control Board of the State/UT shall be taken as the valid bed strength of the hospital.

### B. CATEGORIES OF HEALTH CARE ORGANIZATIONS:

The following categories of Health Care Organisations will be considered for empanelment by Regional office, ESIC, Sec. 19-A, Chandigarh:

#### (a) NABH Accredited Hospitals-

The hospitals applying under this category must be accredited by National Accreditation Board for Hospitals and Health Care providers (NABH) or its equivalent.

#### (b) NON NABH Accredited Hospitals-

Non NABH accredited hospitals may be empanelled provisionally on the basis of fulfilling the criteria, submission of performance security deposit and submission of an affidavit in the event of failure to get recommendation from NABH preferably within a period of six months but not later than one year of its empanelment and for all facilities the health care Organization shall be de-empanelled without any further notice and 50% (Fifty percent) of the bank guarantee shall be forfeited.

### C. ELIGIBILITY CRITERIA FOR HOSPITALS

The Health Care Organizations must fulfil the requirements as detailed below depending on the category under which the applicant HCO is seeking empanelment and must attach the copies of the required documents.

1. The Health Care Organization must have been in operation for at least two years. Copy of audited balance sheet, profit and loss account for the last two financial years i.e. 2016-2017 and 2017-2018 (Main documents only- summary sheet-) is to be attached.
2. A) Applicant Hospitals must have minimal annual turnover as follows:-
  - i. For Secondary care treatment hospitals – Rs. 1crore annual
  - ii. For IVF Centres- Rs. 25lakh
  - iii. For Eye treatment centres - Rs. 25lakhs
  - iv. For Dental care treatment centre- Rs. 25lakhs
  - v. For Blood bank – 10 lakhs

3. Copy of NABH
4. Certificate of Undertaking as per the format annexed.
5. An Applicant Health Care Organization must have the capacity to submit all claims / bills in electronic format to the Bill Clearing Agency and must also have dedicated equipment, software and connectivity for such electronic submission.
6. An Applicant Health Care Organization must submit the rates for all treatment procedures / investigations/ facilities available with them and as charged by them to the non ESIC patients.
7. An Applicant Health Care Organization must give an undertaking accepting the terms and conditions spelt out in the EOI document.
8. **All the pages of the EoI should be duly signed and serially numbered before uploading.**
9. Applicant Health care Organizations must certify that they shall charge as per CGHS rates and that the rates charged by them are not higher than the rates being charged from their other patients who are not ESI beneficiaries.
10. Applicant Health care Organizations must certify that they are fulfilling all special conditions that have been imposed by any authority in lieu of special concessions such as but not limited to concessional allotment of land or customs duty exemption.
11. Bank details and Photo copy of PAN Card are to be submitted.
12. Proof of CGHS/ECHS/State Govt./PSU empanelment along with facilities empanelled to be submitted.
13. Empanelled centre (HCO) should duly comply with all statutory requirement including ESIC and EPFO. They will be checked by any regulatory authority including ESIC, EPFO at any time and if found violating any norms, the empanelment from the panel of ESI shall be terminated.
14. The empanelled Health Care Organization shall not charge more than ESIC/CGHS approved rates when a patient is admitted with valid ESIC Card/ESIC Staff Identity card/ESIC Pensioners Medical Card without prior permission or under emergency.

#### **D. APPLICATION FORM**

1. **Application Form** comprises of EMD and Annexure I to VI

**Annexure –I is the application format to be filled up and submitted by the Hospital**

(Copies of Documents are to be annexed wherever specified)

**Annexure –II is an undertaking on Non judicial stamp paper of Rs 20/- (Duly Notarized)**

**Annexure –III Rate list of Hospital**

**Annexure – IV – Specialities/Services Applied For Empanelment**

**Annexure V -Processing of bills by BPA.**

**Annexure-VI is list of documents (wherever applicable) whose copies are to be annexed to the application form**

## **2. OFFER OF EMPANELMENT and SIGNING OF MEMORANDUM OF AGREEMENT**

- i. All eligible Health Care Organizations have to submit the letter of acceptance of rates to Regional Director, ESIC, Sec. 19-A, Chandigarh.

All eligible NABH accredited Health Care Organizations shall be asked to sign a Memorandum of Agreement with Regional Director, ESIC, Sec. 19-A, Chandigarh on stamp paper of Rs. 500/- , and submit Bank Guarantee after finalizing the 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

All eligible Non – NABH Health Care Organizations shall be offered provisional empanelment for signing MOA and submission of Performance Security Deposit. If a particular Health Care Organization is not recommended by NABH for all available facilities in it, preferably within six months but not later than one year of its empanelment the Health care Organization shall be de-empanelled without any further notice and 50%(Fifty percent) of the bank guarantee shall be forfeited.

## **3. VALIDITY OF CGHS RATES**

The billing is to be done at CGHS rates.

The rates shall be valid for two years and is additionally extendable by another year with mutual agreement.

The empanelled Organizations shall not charge more than CGHS rates (Latest rates for Chandigarh, if Chandigarh rates not available, then Delhi rates).

Any revision in CGHS Rates shall be applicable only after the same has been endorsed by ESIC Headquarters, New Delhi.

Ward entitlement shall be as prescribed by CGHS for General ward, Semi Private Ward and Private Ward.

CGHS “Package Rate” shall mean all inclusive – including lump sum cost of inpatient treatment / day care / diagnostic procedure for which a CGHS beneficiary 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) – (i) Registration charges, (ii) Admission charges, (iii)

Accommodation charges including patients diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges, (vii) Doctor / consultant visit charges, (viii) ICU / ICCU charges, (ix) Monitoring charges, (x) Transfusion charges and Blood processing charges (xi) Pre Anaesthetic check-up and Anaesthesia charges, (xii) Operation theatre charges, (xiii) Procedural charges / surgeon's fee, (xiv) Cost of surgical disposables and all sundries used during hospitalization, (xv) Cost of medicines and consumables (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. (xviii) Nursing care charges etc.

Package rates also include two pre-operative consultations and two post-operative consultations.

Cost of Implants / stents / grafts are reimbursable in addition to package rates as per CGHS ceiling rates or as per actual (as per invoice), whichever is lower.

During In-patient treatment of the ESIC beneficiary, the hospital will not ask the beneficiary or his / her attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items

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

Package rates envisage up to a maximum duration of indoor treatment as follows:

Upto 12 days for Specialized (Super Specialties) treatment

Upto 7 days for other Major Surgeries

3 days for / Laparoscopic surgeries / elective Angioplasty / normal deliveries and

Upto 1 day for day care / Minor (OPD) surgeries.

However, if the beneficiary has to stay in the hospital for his / her recovery for a period more than the period covered in package rate, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed, which shall be limited to accommodation charges as per entitlement, investigations charges at approved rates, doctors visit charges (not more than 2 visits per day) and cost of medicines for additional stay).

No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/ faulty investigation procedure etc.

**The empanelled Health Care Organization shall not charge more than CGHS/AIIMS approved rates when a patient is admitted with valid ESIC Card/ESIC Staff Identity card/ESIC Pensioners Medical Card without prior permission or under emergency.**

If any empanelled Health care Organization charges from ESIC beneficiary for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc., which are purchased from external sources, based on specific authorization of treating doctor / staff of the concerned hospital and if they are not falling under the list of non-admissible items, reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of hospitals.

**Where CGHS rates do not exist.**

- (A) In order to remove the scope of any ambiguity on the point of package rates, it is reiterated that the package rate for a particular procedure is inclusive of all sub-procedures and all related procedures to complete the treatment procedure. The patient shall not be asked to bear the cost of any such procedure / item. **Whenever there is no rate available in CGHS (listed as well as unlisted procedures), rate of AIIMS, New Delhi will be followed.**
- (B) 15 % discount on hospital rates which already exist for other patients (non ESI) will be paid if not prescribed in AIIMS.
- (C) For devices / stents etc. 15% discount on MRP (Maximum Retail Price). In such cases, the claim is to be supported by both the sticker/Packaging & the bill of purchase. In this regard, statutory directions of Govt of India/State Govt/ESIC Headquarters governing ceiling prices etc, if any will be applicable, as amended from time to time.
- (D) 10% discount on the MRP as per ESIC in case of drugs not available in the CGHS Package/Procedure.
- (E) Expenses on toiletries, cosmetics, diet, food supplements, mouth freshener and telephone bills etc. are not reimbursable.
- (F) The centre whose rates for treatment procedure/test are lower than the CGHS prescribed rates shall charge as per the rates charged by them from Non-ESIC patients and will furnish a certificate that rates charged are not more that from non-ESIC patients.
- (G) **Rate list of the Health Care Organization as being charged from non ESIC patients, to be submitted along with technical bid.**
- (H) 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. Panel HCO shall inform ESI as and when the expenditure is nearing 10 lakhs for onward action.

**4. BANK GUARANTEE**

Health Care Organizations that are recommended for empanelment after the initial assessment shall also have to furnish a BANK GUARANTEE of ( **Rs. Two Lakhs for secondary care services and One Lakh for Eye, , Eye, Blood Bank and Dental Services**) from any scheduled bank. The Security Deposit shall be forfeited if the successful bidder fails to comply with any of the terms & conditions of the contract or is implicated of indulging in any fraudulent practices/blacklisted at any time during the validity of contract. The Security Deposit will be returned three months after satisfactory completion of contract period.

**5. BILLING TO BE IN ELECTRONIC FORMAT**

All Billing is to be done in electronic format and medical records need to be submitted in digital format to the Bill Processing agency (BPA) for necessary processing. In addition to this physical submission of hard copies will also have to be done to the respective referring centre(s). The HCO shall follow the instructions/guidelines issued by ESIC Headquarters, New Delhi in this regard. All billing should be done adhering to UTI SoPs as per ESIC Hqrs. Office guidelines.

**6. FEE FOR PROCESSING OF BILLS/CLAIMS**

At present the Bill Processing Agency engaged by ESIC is UTIITSL and shall charge a processing fee @ 2% of claimed amount and GST thereon with a minimum of Rs.12.50/- and maximum of Rs. 750/- per bill. ESIC reserves the right to revise the BPA and/or charges from time to time. MOA on the enclosed format will have to be signed for processing of bills by BPA.

**7. CORRUPT AND FRAUDULENT PRACTICES**

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official “fraudulent practice” means a misrepresentation of facts in order to influence E-Tender process or a execution of a contract to the detriment of ESIC, and includes collusive practice among bidding hospitals /authorized representative/service providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive ESIC of the benefits of the free and open competition.

Regional office, ESIC, sec. 19-A Chandigarh will reject a proposal for award if it is established that the health care Organization recommended for empanelment has engaged in corrupt or fraudulent practices.

ESIC will declare a Health Care Organization ineligible, either indefinitely or for a stated period of time, to be empanelled if it at any time determines that the applicant Health Care Organization has engaged in corrupt and fraudulent practices in competing for, or in executing contract.

## **8. INTERPRETATION OF THE CLAUSES IN THE APPLICATION DOCUMENT**

In case of any ambiguity in the interpretation of any of the clauses in Application Document, interpretation of Regional Director, of the clauses shall be final and binding on all parties.

## **9. DUTIES AND 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. **Display board regarding cashless facility for ESI beneficiary will be required.**

## **10. INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD**

The Hospital is responsible for and obliged to provide all facilities in accordance with the Agreement, using state of- the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Hospital is obliged to act within its own authority and abide by the directives issued by the ESIC. The hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanour, negligence, misconduct or deficiency in services, if any. Tendency to convert package to medical management and unjustified extension shall be deducted from the final bill. All extensions wherever justified should be applied on UTI Portal and by mail in the working hours of the Hospital duly attaching all relevant records i.e. IPD Sheets, investigation reports and any other documents, so that the decision can be conveyed timely.

## **11. LIQUIDATED DAMAGES**

Empanelled centre shall provide the services as specified under terms & conditions of agreement. In case of violation of the provisions of the agreement by the empanelled centre there will be forfeiture of payment of the incoming/pending bills. For over billing and unnecessary procedures, the extra amount so charged will be deducted from the bills and the ESIC shall have exclusive right to terminate the contract at any time, and also render forfeiture of security amount.

## **12. TERMINATION FOR DEFAULT**

- a.** Regional Director, Regional office, ESI Corporation, Sec. 19-A, Chandigarh may, without prejudice to any other remedy and for breach of Agreement in whole or part may terminate the contract.
- b.** The Second Party will not terminate the agreement without giving notice of three (3) months. If they do so security money will be forfeited.
- c.** The Institution shall be de-empanelled:-

- (i) If the Hospital fails to provide any or all of the services for which it has been recognized within the period(s) specified in the Agreement, or within any extension period thereof if granted by the ESIC pursuant to condition of Agreement **or**
  - (ii) If the Hospital, in the judgment of the ESIC is engaged in corrupt or fraudulent practices in competing for or in executing the Agreement. **or**
  - (iii) If the hospital fails to follow instruction, guidelines, repeated failure of submission of bills in specified format and repeated deficiencies etc, the Institution shall be de-empanelled without giving any opportunity.
- d.** 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.

### **13. NODAL OFFICERS**

Empanelled health care organizations shall notify names of CFO and CEO (or a person with similar area of operation) designated for dealing with ESIC. Additionally, a liaison officer for day to day communication for issues pertaining to ESI Beneficiaries/staff/pensioners is to be nominated along with his/her mobile number, e-mail id etc. All mails to ESIC should be sent, duly dated, signed and stamped by the concerned specialist and along with all relevant documents (reports, IPD Sheets etc.)

### **14. INDEMNITY**

The HCO 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 HCO 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), HCO as a party for anything done or purported to be done in the course of the execution of this Agreement. The HCO 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 HCOs negligence or misconduct. The HCO 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 HCO defends such suit, either jointly with the tie up HCO or separately in case the latter chooses not to defend the case.

### **15. ARBITRATION**

The provision of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. 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 Centre upon or relation to or in connection with or arising out of



the Agreement, it shall be referred to for arbitration by the Regional Director, ESIC, Sec. 19-A, Chandigarh who will give written award of his decision to the Parties. Arbitrator will be appointed by the Regional Director, ESIC, Sec. 19-A, Chandigarh. The decision of the Arbitrator will be final and binding. The venue of the arbitration proceedings shall be at the office of Regional Director, ESIC, Sec. 19-A, Chandigarh. During Arbitration proceedings, services under valid contract shall not be stopped. Any legal dispute to be settled in Chandigarh (UT) jurisdiction only.

**16. RIGHT TO ACCEPT ANY APPLICATION AND TO REJECT ANY OR ALL APPLICATIONS**

Regional Director, ESIC, Sec. 19-A, Chandigarh reserves the right to accept or reject any application and to annul the process and to reject all the applications at any time without thereby incurring any liability to the affected hospital/ authorized representative/ service provider or any obligation to inform the affected hospital / authorized representative/ service provider of the grounds for his action.

**17. LIST OF DOCUMENTS AT ANNEXURE VI**

Every Application must be accompanied by documents as listed at **Annexure VI**.

**18. MONITORING AND MEDICAL AUDIT**

ESIC reserves the right to inspect the health care Organization at any time to ascertain their compliance with the requirements of ESIC. Bills of empanelled health care Organizations may be reviewed periodically for irregularities including declaration of planned procedures / admissions as ‘emergencies’, unjustified investigations/treatment, overcharging and prolonged stay, etc., and if any empanelled health Care Organization is found involved in any wrong doings, then the concerned hospitals/other health care Organizations would be suspended/ removed from ESIC panel and would be black listed for specified period for future empanelment with ESIC. Bank guarantee shall also be forfeited.

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**APPLICATION DOCUMENT**

**APPLICATION FOR EMPANELMENT FOR SERVICES:-**

1. Secondary care treatment
2. IVF Centres
3. Eye treatment centres
4. Dental care treatment centre
5. Blood Bank Services

**AREA OF EMPANELMENT SERVICES:-**

1. ESIC MODEL HOSPITAL, RAM DARBAR, CHANDIGARH
2. ESIC MODEL HOSPITAL, BHARAT NAGAR, LUDHIANA
3. ESIC DISPENSARY CUM BRANCH OFFICE (DCBO) RAJPURA
4. ESIC DISPENSARY CUM BRANCH OFFICE (DCBO) BARNALA

**APPLICATION DOCUMENT**  
**FOR**  
**EMPANELMENT OF HOSPITALS and IVF CENTRES**

1. Name of the city where hospital is located.

--

2. Name of the hospital

--

3. Address of the hospital and **distance from nearest ESIC Model Hospital/DCBO.**

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4. Tel / fax/e-mail

Telephone No	
Fax	
E-mail address	
Name and Contact details of CFO, CEO And Liaison Officer.	

5. Bank Details

Name of Nationalised Bank	
Name of Account Holder	
Bank Account Number	
IFSC Code	

6. PAN Details

7. Whether NABH Accredited YES/ NO

Whether NABH applied for YES/ NO

Details of NABH application \_\_\_\_\_



**SIGNATURE OF APPLICANT OR AUTHORIZED AGENT**

7. Total turnover during last two financial years

(Certificate from Chartered Accountant is to be enclosed).

1) 2016-17

2) 2017-18

8. Total Number of beds

9. 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

10. Total Area of the hospital

Area allotted to OPD

Area allotted to IPD

Area allotted to Wards

11. Furnishing specify as (a), (b), (c), (d) as per index below Index- Tick if available

- (a) Bedsides table
- (b) Wardrobe
- (c) Telephone
- (d) Any other

11. Amenities specify as (a), (b) (c) (d) as per index below Amenities – Tick if available

- (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 Bed/Nurse Ratio (acceptable Actual bed/nurse standard) ratio- Tick if available

- a) General 6:1
- b) Semi-Private 4:1

c) Private 4:1

d) ICU/ICCU 1:1

e) High dependency Unit 1:1


13. Alternate power source Yes or No

14. a) Bed occupancy rate

--	--

b) Bed turnover rate

--	--

--	--

--

General bed

--	--

Semi-Private Bed

--

Private Bed

--	--

--

15. Av daily census

17 Doctors available-

a) No. of in house Doctors

--	--

b) No. of in house Specialists/Consultants

--	--

--	--

19. Laboratory facilities available - Pathology  Biochemistry  Microbiology

or any other

  

20. Imaging facilities available

21. No. of Operation Theatres.

22. Whether there is separate OT for Septic cases

23. Supportive services

Boilers/sterilizers

  
  

Ambulance

Laundry

Housekeeping

Canteen

  

Gas plant

24. Waste disposal system as per statutory requirements

25. Dietary Services

26. Others supportive services (preferably)

- A. Blood Bank

- B. Physiotherapy



27. **IVF CENTRE- (If Applicable)**

a) **STAFF REQUIREMENTS** – Please tick if available

- |                                 |                          |
|---------------------------------|--------------------------|
| GYNAECOLOGIST(MD/MS/DGO)        | <input type="checkbox"/> |
| ANDROLOGIST                     | <input type="checkbox"/> |
| CLINICAL EMBRYOLOGIST           | <input type="checkbox"/> |
| COUNSELLOR                      | <input type="checkbox"/> |
| PROGRAMME CO-ORDINATOR/DIRECTOR | <input type="checkbox"/> |

b) **PHYSICAL REQUIREMENTS** – Please tick if available

**NON STERILE AREA**

A reception and waiting room for patients

An examination room with privacy

A general purpose clinical laboratory

Store room

Record room

Autoclave room

Adequate measures for vermin proofing

Semen collection room

Semen processing laboratory

Clean room for IUI

**STERILE AREA**

Operation theatre

Room for embryo transfer

Well equipped Embryology laboratory complex with facilities for control of temperature and humidity

Carpeting strictly avoided

Ancillary laboratory facilities –in house or easily accessible outsourced laboratory

Facilities for hormone and other assays,histopathology and microbiology-in house or easily accessible outsourced laboratory

Standard operating manuals and record keeping for procedures carried out in laboratories

**SIGNATURE OF APPLICANT OR AUTHORIZED AGENT**

**APPLICATION DOCUMENT**

**FOR**

**EMPANELMENT OF EXCLUSIVE EYE HOSPITALS**

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

--

2. Name of the Eye hospital/ centre

--

3. Address of the Eye hospital / centre and **distance from ESIC Model Hospital, Chandigarh**

--

4. Tel / fax/e-mail

Telephone No	
Fax	
E-mail address	
Name and Contact details of CFO, CEO And Liaison Officer.	

5. Bank Details

Name of Nationalised Bank	
Name of Account Holder	
Bank Account Number	
IFSC Code	

6. PAN Details

7. Whether NABH Accredited YES/NO

Whether NABH applied for YES/NO

Details of Accreditation and Validity period

Details of NABH application

6. Total turnover during last two financial year  
(Certificate from Chartered Accountant is to be enclosed).

7. Preferable facilities and equipments-

8. Preferable facilities and equipments-

**A. FOR IOL IMPLANT: Please tick if available**

(i) *Phacoemulsifier Unit (IIIrd or IVth generation) – minimum 2 with extra hand pieces*

(ii) *Flash/rapid sterilizer – one per OT*

(iii) *(iii) YAG laser for capsulotomy*

(iv) *Digital anterior segment camera*

(v) *Specular microscope*

(vi) Whether beds available

Yes  No

*General, Semi Private, Private or Deluxe Room*

Yes  No

(If yes, specify the number)

Gl. ward

Semi-Pvt. ward

Pvt. Ward

**B ) OCULOPLASTY & ADENEXA: Tick if available**

Specific for Oculoplasty & Adnexa:

Specialized Instruments and kits for:

(i) Dacryocystorhinostomy

(ii) Eye lid Surgery e.g ptosis and Lid reconstruction Surgery

(iii) Orbital surgery

(iv) Socket reconstruction

(v) Enucleation/evisceration

(Vi) Availability of Trained, proficient Oculoplasty surgeon who is trained for Oculoplasty, Lacrimal and Orbital Surgery

**8. INVESTIGATIVE FACILITIES: Tick if available**

(i) Syringing, Dacryocystography

(ii) Exophthalmometry

(iii) Ultrasonography – A&B Scan

(iv) Imaging facilities - X-ray, CT Scan & MRI Scan

(v) Ocular pathology, Microbiology services

(vi) Consultation facilities from related Specialties such as ENT, Neurosurgery, Hematology, Oncology

(vii) FFA, OCT, Perimetry, Pentacam

**9. RETINA:**

(i) Retinal Surgeries

(ii) Vitrectomy .

(iii) Laser for posterior segment

(iv) Intra-vitreous injections

(v) Availability of retina specialist trained in medical & surgical retina Cases.

**10. PERSONNEL:**

(i) Resident Doctor Support

(ii) Nursing care (24 hours)

(iii) Resuscitative facilities

**11. STRABISMUS SURGERY:**

Functional OT with Instruments needed for strabismus surgery

YES  NO

Availability of set up for Pediatric Strabismus - Orthoptic room with distance fixation targets (preferably child friendly) may have TV/VCR, Lees/Hess. Chart

YES  NO

**12. GLAUCOMA: Tick if available**

a. Specific: Facilities for Glaucoma investigation & management.

- a) Applanation tonometry
- b) Stereo Fundus photography/OCT/ Nerve fibre Analyser c) YAG Laser for Iridectomy
- d) Automated/Goldmann fields (Perimetry)
- e) Electrodiagnostic equipments (VER, ERG, EOG)
- f) Colour Vision – Ishihara Charts
- g) Contrast sensitivity – Pelli Robson Charts
- h) Pediatric Vision testing – HOTV cards
- i) Autorefractometers
- j) Synaptophore (basic type with antisuppression)
- k) Prism Bars
- l) Stereo test (Randot/TNO)
- m) Red – Green Goggles
- n) Orthoptic room with distance fixation targets (Preferably child friendly) may have TV/VCR.
- o) Lees/Hess chart

**APPLICATION DOCUMENT**  
**FOR**  
**EMPANELMENT OF EXCLUSIVE DENTAL HOSPITALS**

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

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2 Name of the hospital/centre

--

3. Address of the hospital/centre and **distance from nearest ESIC Institution**

--

4. Tel / fax/e-mail

Telephone No	
Fax	
E-mail address	
Name and Contact details of CFO, CEO And Liaison Officer.	

5. Bank Details

Name of Nationalised Bank	
Name of Account Holder	
Bank Account Number	
IFSC Code	

6. PAN Details

1. The treating Dental Surgeon must be registered with Dental Council of India.
2. The treating Dental Surgeon must have at least 5 years experience.
3. Any crown and bridge complaint must be rendered by the concerned Dental Surgeon free of cost at least 2 years after fixing to the patient.
4. **The Dental clinics must have minimum of Two Dental Chairs along with two Dental Surgeon and adequate staff.**

**SPECIFICATIONS OF THE DENTURE TO BE PROVIDED**

- i) Complete denture
- ii) Partial Denture

The denture material should consist of heat cure High Impact Resin fiber of modified veined type acrylic material which gives the tinge of the underlying and adjacent mucosa. There should be no porosity present in the denture.

Teeth should be of standard quality. It should be of good quality resin and teeth should be available in all sizes, shapes and shades with proper anatomical contouring.



## **SPECIFICATION OF CAPPING OF TEETH/BRIDGE WORK**

1. The need for the crown/bridge to be discerned by the refereeing Dentist.
2. Cutting/preparation of crown and bridge work will be performed by the empanelled Dentist.
3. The Impression material for the crown/bridge will be rubber base material and casting in the Dye stone material.



APPLICATION DOCUMENT

FOR

EMPANELMENT OF BLOOD BANKS

1 Name of the city where blood bank is located.

--

2 Name of the blood bank

--

3. Address of the blood bank and **distance from nearest ESIC Institution**

--

4. Tel / fax/e-mail

Telephone No	
Fax	
E-mail address	
Name and Contact details of CFO, CEO And Liaison Officer.	

5. Bank Details

Name of Nationalised Bank	
Name of Account Holder	
Bank Account Number	
IFSC Code	

6. PAN Details

The Blood Bank must possess a valid license issued by the Competent Licensing Authority. Copy of License to be enclosed with the application.

Blood Bank must fulfil all the conditions laid down in the relevant provisions of The Drugs & Cosmetic Act as revised from time to time and also the latest NACO guidelines.

List of Doctors, Technical Staff and equipment available must be provided with the application.



## **UNDERTAKING**

## **Annexure II**

I, ..... Son / Daughter of Shri  
.....Proprietor / Partner / Director /  
Authorised Signatory of .....am competent to sign this declaration  
and execute this EOI document.

I have carefully read and understood all the terms and conditions of the EOI and hereby convey my acceptance  
of the same.

1. I/We undertake to provide uninterrupted services or alternative arrangement will be made at the risk and cost of our institute
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my EOI at any stage besides liabilities towards prosecution under appropriate law.
3. That Hospital shall not charge ESI beneficiaries higher than the CGHS notified rates or the rates charged from other patients who are not ESI beneficiaries (whichever is lower).
4. That the rates have been provided against a facility/procedure/investigation actually available at the Organization.
5. 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.
6. 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.
7. The Hospital will pay damage to the beneficiaries if any injury, loss of part or death occurs due to gross negligence.
8. That the Hospital has not been derecognized by CGHS or any State Government or other Organizations.
9. That no investigation by central Government/State Government or any statutory Investigating agency is pending or contemplated against the Hospital.
10. That the hospital shall charge CGHS/AIIMS Rates for direct admission cases.

11. Agree for the terms and conditions prescribed in the EOI document.

12. Non NABH hospitals will get NABH accreditations preferably within a period of six months but not later than one year from the date of their empanelment. Failing to do so, Regional office can de-empanel my hospital and forfeit 50% of the deposited bank guarantee.

Date:

Place:

Signature of Authorized Person

Full Name -





**ANNEXURE – IV**

Specialties for Empanelment of hospitals for secondary care

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

General Medicine - ICU care

- i. General Surgery -All surgeries listed under CGHS (Any deviation to be mentioned separately)
- ii. Obstetrics & Gynaecology - All surgeries listed under CGHS (Any deviation to be mentioned separately)
- iii. Paediatrics - PICU/NICU
- iv. Orthopedics - Including Joint Replacement and Arthroscopic Surgeries and unlisted procedures mentioned in the attached list.

All surgeries listed under CGHS (Any deviation to be mentioned separately)

- iv. ENT - All surgeries listed under CGHS (Any deviation to be mentioned separately)
- v. Psychiatry

Sign and Stamp

Date

Place

**PROCESSING OF BILLS BY BPA**

The parties shall abide by the following undertakings in addition to ESIC Policy and standard Operating Procedures (available at ESIC website [www.esic.nic.in](http://www.esic.nic.in)) and the clauses mentioned in the Memorandum of agreement with ESIC Model Hospital and for the purpose of bill processing:

- A.** The empanelled hospital shall acknowledge the referral from ESIS/ESIC Hospital/institution online.
- B.** The empanelled hospital on admission of an ESI Hospital/institution Beneficiary shall intimate online to BPA the complete details of the patient, proposed line of treatment, proposed duration of treatment with clinical history within 24 hours of admission.
- C.** After the patient is discharged, the hospital will upload the claim related documents as per SOP and ESIC policy viz Referral letter, bills, Lab reports, Discharge Summary, Doctors report, indoor papers etc to BPA through the web based application within seven (7) working days.
- D.** The hard copies of the claim will be delivered/ dispatched to the concerned referring ESI Hospital/ institution within seven (7) working days but not later than 30days.
- E.** The empanelled hospital shall submit all the medical reports in digital form as well as in physical form as per ESIC policy and SOP.
- F.** The empanelled hospital agrees that the actual processing shall start when physical copies of the bills submitted by the empanelled hospitals to the concerned referring ESIC Hospital, are verified by them on behalf of respective ESIC Hospital. Counting of days shall start from such date for the purpose of TAT. In case of query raised on the bills the TAT for the purpose of BPA shall start from the date of reply to the last query raised by the Tie-up Hospital.
- G.** in case of absence of certain physical documents, the “Need More Information” (NMI) status will be raised by the Verifier of the ESIC Hospital, BPA or Medical processing team of ESIC Hospital to the empanelled hospital/diagnostic centre for the missing/ambiguous physical documents (as per SOP). Empanelled hospitals/diagnostic centres shall have to submit the clarification/information inter-alia for all



bills returned online at any level under “Need for more info” category (NMI), within 15 days failing which these claims will be processed by the respective levels and BPA on the basis of available documents without any further intimation and such bills/claims will be closed not to be opened further.

**H.** The BPA will audit the medical claims of the ESI Hospital/institution Beneficiaries in respect of the treatment taken by them in the empanelled hospital and make recommendations for onward payment to ESIC Hospital in a time bound manner within a period of 10 days from the date of submission of bills in physical format or reply to last query, whichever is later.

**I.** The empanelled hospitals shall have the necessary IT infrastructure for interaction with BPA such as Desktop PC with internet connectivity features, High speed High resolution multi page Document Scanner, Printer ETC.

**J.** In case of some mistakes in the scrutiny of claims recommendations thereto by BPA resulting in excess payment to the empanelled hospital by ESIC Hospital the excess amount shall be recovered from the future bills of the empanelled hospital.

**K.** Subject to BPA rendering bills-processing services as per terms and conditions of the agreement, the empanelled hospitals/diagnostic centres/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.

**L.** The amount deducted towards fee and service tax/GST/any other tax by any name called from the payable claims of hospitals/diagnostic centres shall be forwarded by ESIC to BPA simultaneously along with the payments to empanelled hospital through ECS or any other mode of money transfer, as decided by ESIC.

**M.** 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 centre (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 (, 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 ESI Hospital/SMC office by the system at the time of generation of settlement ID.

**N.** The fee shall also mean to include any additional payment of service tax/GST/any other tax by any name called as applicable on such fee amount admissible to BPA.

**O.** If the claim is rejected or results in to non-payment to the empanelled hospital/diagnostic centre, ESIC Hospital shall recover the service charge and service tax/GST/any other tax by any name due to the BPA

from the subsequent claims of the respective empanelled hospital/diagnostic centre and shall pay to the account of the BPA.

**P. MEDICAL AUDIT OF BILLS:** There shall be continuous medical audits of the services provided/claims raised by the empanelled hospital by ESIC/BPA.

**Q.** Both the parties agree to abide by any change in Bill Processing Agency/ Change in charges of BPA, as per ESIC Headquarters' instructions issued from time to time.

**R.** Any delay in uploading the bills /response to queries outside the time frame approved by ESIC Headquarters, shall be the sole responsibility of the second party.



**CHECK LIST OF DOCUMENTS**

1. **EMD as per tender schedule (hard copy to be submitted in addition to upload)**
2. **Hospital/Centre profile** mentioning Name, Registered Address, Telephone number, Distance (in Kilometres from ESIC Model Hospital, Chandigarh), Bank details (RTGS, IFSC code, cancelled cheque etc.), PAN No., total number of Doctors and other employees with qualification, Equipments list, area etc. as per Annexure I and II.
3. Proof of clinic/establishment in tricity (Chandigarh/Panchkula/Mohali)
4. Annual accounts for the last two years i.e. 2016-17 & 2017-18
  - A) Financial year 2016-17/assessment year 2017-18
  - B) Financial year 2017-18/assessment year 2018-19 containing balance sheet profit and loss accounts duly certified by Chartered Accountant (**Annual turnover of the bidder should not be less than 1crore**)
  - C) Copy of tax audit report/certificate of CA for taxation as applicable as per income tax law for above two financial years.
5. Self attested photocopy of latest GST registration certificate / GST receipt.
6. Affidavit on non judicial stamp paper of appropriate value, duly signed and stamped along with date as per Annexure II (Undertaking) (**Hard copy to be submitted in addition to upload**)
7. Rate list of procedures, investigation and specialities available in the hospital being charged from Non ESI Patients as per Annexure III

8. Services for which empanelment is being sought as per Annexure IV
9. Bank details of the hospitals.
10. Scanned Copies of the following documents (wherever applicable) are to be submitted and uploaded-
  - A. Copy of legal status, place of registration and principal place of business of the health care Organization or partnership firm, etc.,
  - B. copy of partnership deed/memorandum and articles of association, if any
  - C. Copy of PAN Card.
  - D. Copy of bank details.
  - E. Copy of valid empanelment letter of CGHS/ECHS/STATE GOVT./PSU.
  - F.
    - a) Copy of NABH accreditation, if NABH accredited.
    - b) For non NABH and applied for same, copy of application along with affidavit.
    - c) For non NABH, (not applied) - affidavit to get the same within 6 months or maximum 1 year.
  - G. Copy of the documents full filling necessary statutory requirements including waste management, along with NOC from Pollution Control Board.
  - H. Copy of the license for running Blood Bank, if applicable.
  - I. COPY OF ALL VALID STATUTORY LICENSES AS ON DATE.
11. Duly signed and stamped EOI document along with all annexures to be uploaded.

**NO OFFER OF RATES IS TO BE UPLOADED.**

**Note:**

It is the sole responsibility of the bidder to submit the EOI Online & EMD and documents manually as listed.

All documents as listed above should be clear & legible, duly attested / notarized, properly indexed & serially page numbered. All documents should be duly signed digitally for online submission and manually for hard copy by the authorized signatory. Copies to be uploaded and submitted online **should be in proper resolution. The onus of uploading correct files under proper resolution solely lies with the bidder. Final evaluation shall only be done on the basis of e-EOI.**

The above said instructions should be followed strictly, failing which the EOI will be summarily rejected.

The bidder who submits false, forged or fabricated documents or conceals facts with intent to win over the tender, EMD of such bidder will be forfeited and firm will be liable for blacklisting in addition to legal action as deemed fit.

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