



REGIONAL OFFICE
EMPLOYEES' STATE INSURANCE CORPORATION
MINISTRY OF LABOUR & EMPLOYMENT, GOVT. OF INDIA
[ISO 9001 : 2000 (QMS) CERTIFIED]
RADHA BHAWAN), SHASTRI NAGAR, JAMMU (J&K) -180004.
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Expression of Interest (EOI) for empanelment for SST/Secondary/Diagnostic Care to ESI Beneficiaries

The Regional Director, Employees State Insurance Corporation(ESIC),10-B,Radha,Bhawan,Shastri Nagar,Jammu-180004 invites sealed Expression of Interest (EOI) for empanelment of SST/Secondary/Diagnostic care facilities for J&K from hospitals in the neighboring states up to a distance of 50 kms from Kathua empanelled with CGHS/State Govt./ PSUs etc, for ESI beneficiaries on cashless basis as per CGHS/ESIC/AIIMS rates.

The centres shall download EOI documents which comprises the Application form along with instruction to services Provider, General Condition of Contract, information about the hospital/diagnostic centre (Annexure-I), Information about SST/Secondary Care/Diagnostic Services being offered (Annexure-II), Certificate of Undertaking (Annexure-III), and Checklist (Annexure-IV) from website www.esic.nic.in

Duly completed, signed and sealed application form(s) along with annexures and supporting documents thereof super subscribed as “EOI for empanelment of Hospital for SST/Secondary/Diagnostic care services” is to be submitted to address as mentioned above.

As per the schedule given below-

Last date and time of receipt of EOI form - 28.03.2019 12:00 hrs

Date & Time of opening of EOI - 28.03.2019 14:00 hrs

If bids opening date happens to be a holiday, it will be accepted and opened on next working day.

EOI will be opened in the chamber of State Medical Officer (SMO), ESIC in presence of representative/ authorized person of the hospitals, who wish to be present. The application form shall accompany non-refundable fee of Rs. 1,000/- in form of banker cheque/ bank draft drawn in favor of ESI Fund account No.1 payable at Jammu.

The competent authority reserves the right to accept or reject any or all application(s) /EOIs without assigning any reason(s) thereof.

(Regional Director)

On Letter Head of the Hospital

(EOI for empanelment of Hospitals for SST Care Treatment)

TO,

The Regional Director,
Employees State Insurance Corporation,
10-B Radha Bhawan, Shastri Nagar,
Jammu, J&K – 180004

Subject- Expression of Interest (EOI) for empanelment of Hospital/Diagnostic centre for SST/Secondary/Diagnostic care.

Sir/Madam,

In reference to your advertisement in the newspaper/website dated....., I/We (on behalf of our

HCOs) offer to provide the SST/Secondary/Diagnostic Medical Treatment services to ESI Beneficiaries on cashless basis in the state of Jammu & Kashmir.

I/We (on behalf of our HCOs) pledge to abide by the terms and conditions of the EOI document and I/We also certify that the all information as submitted by me/us in Annexure I,II,III and IV is correct and I/We fully understand the consequences of default on our part, if any.

(Name and signature of the proprietor/partner/director)

Place:

Date:

Enclosures: Duly filled, signed and stamped Annexure I, II, III and IV.

Annexure – I

Information about the Hospital/Centre

1. Name of the city where hospital is located

2. Name of the Hospital

3. Address of the hospital

4. Tel/ Fax/ e-mail

Telephone no.	
Fax	
e-mail address	
Name and contact details of Nodal persons	

Whether NABH accredited

Whether NABH applied for

Details of Accreditation and Validity period

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

Name & address of the Bank

DD no.

Date of issue

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

5. For Empanelment as Hospital for all available
facilities Cancer Hospital / Unit

6. Total Number of beds

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

Casualty / Emergency ward

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ICCU/ ICU

--	--

Private

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Semi private (2-3 bedded)

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General ward bed (4-10)

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Others

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8. Total Area of the hospital
Area allotted to OPD

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Area allotted to IPD

Area allotted to Wards

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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 specified as (a), (b), (c), (d) as per index
below a. Bedside table

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b. Wardrobe

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c. Telephone

--

d. Any other

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11. Amenities specified as (a), (b), (c), (d) as per index below
Amenities a. Air conditioner

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b. T.V.

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c. Room service

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d. Any other

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12. Nursing care

a. Total no. of Nurses

b. No. of para – medical staff

c. Category of Bed/Nurse Ratio(acceptable Actual bed/ nurse standard) ration

d. High dependency Unit 1:1

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13. Alternate power source Yes NO

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14. Bed occupancy rate

General Bed

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Semi –private bed

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Private bed

15. Availability of Doctors

a. No. of In-house doctors

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b. No. of In-house Specialists / Consultants

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16. Laboratory facilities available –Pathology, Biochemistry, Microbiology or any other

17. Imaging facilities available

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18. No. of Operation Theaters

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

20. Supportive services

Boilers /sterilizers

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Ambulance

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Laundry

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House keeping	
Canteen	
Gas plant	
Dietary	
Others (preferably)	
Blood Bank	
Pharmacy	
Physiotherapy	

21 Waste disposal system as per statutory requirements

22 ESSENTIAL INFORMATION REGARDING CARDIOLOGY AND CTVS

Number of coronary angiograms done in last one year	
Number of Angioplasty done in last one year	
Number of open heart surgery done in last one year	
Number of CABG done in last year	

23. RENAL TRANSPLANTATION, HAEMODIALYSIS/UROLOGY/UROSURGERY

Number of Renal Transplantations done during last one year	
Number of years this facilities is available	
Number of Hemodialysis unit	

Criteria for Dialysis:

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

Whether it has an immunology lab Yes/No

If so, does it exist within the city where the hospital is located Yes/No

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

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

24. LITHOTRIPSY

No. of cases treated by lithotripsy in last one year

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Average number of sitting required per case

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

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25. LIVER TRANSPLANTATION- Essential information reg.

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

(Name and qualifications)

Month and year since Liver Transplantation Is being carried out

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No. of liver transplantation done during the last one year

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Success rate of Liver transplant

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Facilities of transplant immunology lab

	Tissue typing facilities	Yes/No
	Blood Bank	Yes/No
26.	ORTHOPEDIC JOINT REPLACEMENT	
	a. Whether there is Barrier Nursing for Isolation for patient	Yes/No
	b. Facilities for Arthroscopy	Yes/No
27.	NEUROSURGERY	
	Whether the hospital has aseptic Operation theatre for Neuro Surgery	Yes/No
	Whether there is Barrier Nursing for Isolation patient	Yes/No
	Whether, it has required instrumentation for Neuro- surgery	Yes/No
	Facility for Gamma Knife Surgery	Yes/No
	Facilities for Trans- sphenoidal endoscopic Surgery	Yes/No
	Facility for Stereotactic surgery	Yes/No
28.	GASTRO- ENTEROLOGY	
	Whether the hospital has aseptic Operation theatre for Gastro – Eenterology & GI surgery	Yes/No
	Whether, it has required instrumentation for Gastro – Enterology – GI Surgery	Yes/No
	Facilities for Endoscopy – specify details	
29.	ONCOLOGY	
	i Whether the hospital has aseptic Operation theatre foR Oncology – surgery	Yes/No
	a) Whether, it has required instrumentation for Oncology Surgery	Yes/No
	ii Facilities for Chemotherapy	Yes/No
	iii Facilities for Radio – Therapy (specify)	Yes/No
	iv Radio- therapy facility and manpower shall be as per guidelines of BARC	Yes/No
	V Details of facilities under Radiotherapy	

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

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

ANNEXURE-II

Specialties for empanelment:-

(Tick the Specialties for which hospital/centre wants to be empanelled.)

(A) SPECIALTIES/ SUPER SPECIALTIES:-

Sl. No.	Name of Specialty	
1	Vascular surgery	
2	Cardiology and cardiothoracic vascular surgery.	
3	Neurology + Neurosurgery	
4	Nephrology & Dialysis 24 hours	
5	Urology and Urosurgery	
6	Gastro surgery	
7	Gastroenterology	
8	Pediatric Surgery	
9	Medical Oncology, Chemotherapy & Radiotherapy	
10	Onco-surgery	
11	Burns management	
12	Reconstructive Surgery	
13	Oro-Maxillo-facial surgeries-Orthodontics and Prosthodontics	
14	Endocrinology	
15	Any other super specialty services -which are not available in ESIC hospital	

(B) SUPER SPECIALITY INVESTIGATIONS:-

Sl. No.	Name of Investigation	
1	CT Scan	
2	PET Scan	
3	Echo/Stress Echo	
4	TMT	
5	Holter	
6	Audiometry, BERA and any other test under ENT	
7	MRI	
8	Mammography(X-Ray, USG)	
9	CT Angio	
10	CT guided FNAC	
11	MR Angio	
12	MRCP	
13	PFT & Bronchoscopy	
14	Endoscopy/Colonoscopy etc	
15	Bone DEXA Scan	
16	Bone Densitometry	
17	Specialised & Immunological Investigation (NCV/EMG,	

	EEG)	
18	Nuclear Medicine (DTPA Thyroid Scan	
19	DTPA renal scan	
20	Any other special investigation not available in ESIC hospital (specify)	

(C) SECONDARY CARE UNDER FOLLOWING SPECIALTIES:-

Sl. No.	Name of Specialty	
1	Medicine	
2	General surgery/ Laproscopic Surgery	
3	Obs & Gynae & Complicated Gynae Surgery	
4	Paediatrics	
5	Orthopedics	
6	ENT	
8	ICU services under various Specialties	
9	Radiology (Ultra Sonography & Doppler Studies, IVP & other Special Radiological Investigations).	
11	Blood Bank Services	
12	Trauma & critical care	
13	Psychiatry	
14	Skin and venereal diseases	
15	Ophthalmological Surgeries/ Ophthalmology related investigations	

(D) LAB (24 HRS.) FOR BASIC INVESTIGATIONS:

Sl. No.	Name of Investigation	
1	Microbiology/ Special Hematological Services	
2	Endocrinology	
3	Histopathology	
4	Immunology Studies.	
5	Serological studies	
6	Cultures	
7	Chromosomal studies	

(E) BLOOD BANK SERVICES (24 HOURS AVAILABILITY)

Sl. No.	Name of Services	
1	Blood Bank Services	

(F) DENTAL SERVICES

S No.	Name of Services	
1	Dental X-rays	
2	OPG	

Signatures and stamp of Applicant / Authorized person

Annexure - III

Certificate of Undertaking

1. It is certified that particulars given in EOI for SST/Secondary/Diagnostic care medical services are correct and eligibility criteria are satisfied.
2. That Health Care Organization (HCOs) shall not charge ESI beneficiaries higher than the CGHS notified rates or the rates charged from other patients who are not ESI beneficiaries.
3. That the rates have been provided against a facility/ procedure/ investigation actually available at the Organization.
4. That if any information is found to be untrue, HCOs would be liable for de-recognition by ESIC. The organization will be liable to pay compensation for any financial loss caused to ESIC of physical and or mental injuries caused to its beneficiaries.
5. That the HCOs have the capability to submit bills and medical records in digital format and that all billing will be done in electronic format and medical records will be submitted in digital format.
6. The HCOs will pay damage to beneficiaries if any injury, loss of part or death occurs due to gross negligence.
7. That the HCOs have not been de-recognized by CGHS or any State Govt. or other organizations
8. That no investigation by Central Govt./ State Govt. or any statutory investigating agency is pending or contemplated against the HCOs.
9. Agree for the Terms and Conditions prescribed in the EOI document.
10. HCOs agree to implement electronic medical records and EHR as per the standards approved by Employees State Insurance Corporation (ESIC).

Signature and seal of Applicant or Authorized Agent

Annexure-VI

CHECKLIST OF REQUIRED DOCUMENTS (WHEREVER APPLICABLE) ALONG WITH EOI:

- a. Copy of legal status, place of registration and principal place of business of the Health Care Organization or partnership firm, etc.
- b. A copy of partnership deed/ memorandum and articles of association, if any.
- c. Copy of customs duty exemption certificate and the conditions on which exemption was accorded.
- d. Copy of the license for running Blood Bank.
- e. Copy of documents full filing necessary statutory requirements.
- f. The Health Care Organization must have been in operation for at least one full financial year. Copy of audited balance sheet, profit and loss account for the preceding financial year to be submitted (Main documents only).
- g. Copy of NABH/NABL accreditation in case of NABH/NABL accredited Health Care Organizations.
- h. Copy of NABH/NABL application in case of Non-NABH/ non-NABL accredited Health Care Organizations.
- i. List of treatment procedures/ investigations/ facilities available in the Health Care Organization.
- j. State registration certificate / Registration with Local bodies, wherever applicable.
- k. Compliance with all statutory requirements including that of Waste Management.
- l. Fire Clearance Certificate/ Certificate by authorized third party regarding the details of Fire safety mechanism as in place in the Health Care Organization.
- m. Registration under PNDT Act, for empanelment of Ultrasonography facility.
- n. AERB approval for tie-up for radiological investigations/ Radiotherapy, wherever applicable.
- o. Certificate of Undertaking as per the Annexure-III.
- p. Certificate of Registration for Organ Transplant facilities, wherever applicable.
- q. Photo copy of PAN Card.
- r. Bank Details.
- s. And others documents

Signature of Applicant or Authorized Agent

INSTRUCTIONS TO SERVICE PROVIDERS

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

1. Document Cost:

The tender document can be downloaded free of cost from the Website: www.esic.nic.in

2. Document Acceptance:

Duly completed EOI forms along with Annexure and necessary documents may either be dropped in person in the Tender Box kept at office of the Regional Office, **10-B, Radha Bhawan, Shastri Nagar, Jammu-180004** or be sent by Registered/Speed Post at the address mentioned above. The sealed envelope should be super-scribed as **“EOI for Empanelment of Hospital for SST/Secondary Care Treatment & Diagnostic Services”**.

EOI form received after the scheduled date and time (either by hand or by post) or open EOI received though e-mail/fax or without the prescribed fee shall be summarily rejected.

3. Submission of EOI:

1. Please ensure that each page of the EOI form is downloaded and is submitted in total with each page signed by the Proprietor/Partner/Director/Legally Authorized Person (Due authorization to be enclosed, in case of Authorized Person).
2. EOI form will be out rightly rejected if any technical condition is not fulfilled.
3. Attested photocopy of necessary certificates (as per Annexure-II) should be attached with the EOI form. Hospitals/Diagnostic centre will be informed about date and time of inspection if required by a duly Constituted Committee on the address given in Document Form.

4. The scope of services to be covered under Tertiary Medical Care/ SST are as under:

1. Any treatment rendered to the patient at a tertiary centre/ SST hospital by a super specialist
2. Cardiology and cardiothoracic vascular surgery.
3. Neurology and neurosurgery
4. Pediatric surgery.
5. Oncology and onco surgery
6. Urology/ Nephrology
7. Gastroenterology and GI surgery
8. Endocrinology and endocrine surgery
9. Burns and plastic surgery
10. Reconstruction surgery
11. Super Specialty investigations: this will include all the investigations which requires intervention and monitoring by super specialist in the disciplines

mentioned above. In addition the following specialized investigations will also be covered under SST:

CT scan

MRI

PET scan

Eco cardiography

Scanning of other body parts

Specialized bio-chemical and immunological investigations

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

5. Scope of Services to be covered under Secondary Level Treatment:

- General Medicine
- General Surgery
- Obstetrics and Gynecology
- Pediatrics
- Orthopedics
- ENT
- Ophthalmology
- Imaging and in- house diagnostic facilities (Blood Investigations)
- Dental Specialty
- Blood Bank
- Others , if any

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Condition for Empanelment:

General Terms and Conditions

1. Hospitals situated in neighboring states of J&K within a distance of upto 50kms from Kathua providing SST/Secondary/Diagnostic care services may apply.
2. Expression of Interest (EOI) document Cost- The application form shall accompany non-refundable fee of Rs. 1,000/- in form of banker cheque/ bank draft drawn in the favor of ESI fund account no.1 payable at Jammu.
3. Duly completed, signed and sealed EOI Forms along with annexures and necessary documents thereof super subscribed as “EOI for empanelment of Hospitals for” either dropped in person in EOI box kept at office of Regional Director (General Branch) or to be send by registered/ speed post at Regional Director (General Branch), Regional Office, ESIC,10-B Radha Bhawan, Shastri Nagar,Jammu,J&K-180004.
4. Duly completed EOI form(s)/ application form(s) received after the scheduled date and time, without of prescribed fee and necessary documents shall summarily be rejected.
5. The Hospitals which fulfill all the criteria as lay down by ESIC may be invited for executing agreement on appropriate value of stamp paper through authorized signature of Hospitals and designated authority of this office.
6. The empanelment shall be initially for a period of two year which may be extended for up to another one year with mutual consent.
7. Hospitals that are recommended for empanelment after assessment shall also furnish a Performance Bank Guarantee/ account payee demand draft valid for period 30 months that is 6 months beyond empanelled period to ensure efficient services and to safeguard against any default:

Hospitals – Rs 5 Lakhs

Diagnostic Centre's – Rs 2 Lakhs

8. Applicant Hospitals shall download EOI document which comprise application forms and annexures (wherever applicable) should be duly filled and send by proprietor, partner, director or authorized person with official seal/ rubber stamp (authority letter should be enclosed if signed by person other than proprietor/ partner / director).
9. Applicants or his/her representative should always be available/approachable over phone, e-mail and fax etc. for this purpose, a Nodal Officer shall be nominated by hospital to interact with ESIC beneficiaries/ Medical Superintendents offices/ Regional Office, Jammu. His/her mobile number/email ID/Fax details should be made available to ESIC & should also be displayed at the helpdesk provided for ESIC beneficiaries.
10. The competent authority reserved the right to accept or reject any or all application(s) / EOIs without assigning any reason(s) thereof.

Minimum Basic Requirements of Hospital / Diagnostic Centre-

- 1 Minimum commissioned Bed strength should be 30 beds for multispecialty and 20 beds for single specialty.
- 2 The HCO (Health Care Organization) should have been operational for at least one full financial year (copy of audited Balance Sheet along with annual turn over details should be attached).
- 3 Valid State registration certificate/registration with local bodies should be attached.
- 4 Valid Fire clearance certificate / Fire NOC / Undertaking should be attached.
- 5 Valid Compliance certificates with all statutory requirements including of waste management should be attached.
- 6 Valid Registration certificate under PNDT Act for empanelment of Ultra-Sound facility should be attached.
- 7 Valid AERB approval/certificate for Radiological investigations should be attached.
- 8 Valid Certificate of Registration for Organ Transplant Facilities wherever applicable should be attached.
- 9 The HCO (Health Care Organization) 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.
- 10 Hospital must have Intensive Care Unit (ICU).
- 11 Valid undertaking should be attached that 24 Hrs Emergency services managed by technically qualified staff.
- 12 Hospital should have Provision of Dietary Services (In-house / Out Sourced). Valid certificate/undertaking should be attached.
- 13 Hospital should have provision of Blood Bank. (In-house / Out Sourced). Valid certificate/undertaking/license should be attached.
- 14 Preference will be given to NABH/NABL HCO (Health Care Organization). Hence copy of NABH/NABL accreditation in case of NABH/NABL accredited HCO and copy of NABH/NABL application in case of non-accredited HCO should be attached.
- 15 HCO (Health Care Organization) should be registered under ESI Act on or before Closing date of RFP and proof of registration should be attached with application.
- 16 In addition the imaging centres shall meet the following criteria - copies or relevant documents:

i. **MRI Centre**

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

- ii. **CT Scan Centre**
Whole Body CT Scanner with scan cycle of less than one second (sub-second) Must have been approved by AERB
- iii. **X-ray Centre/ Dental/X-ray/OPG centre**
 - a. X- Ray machine must have a minimum current rating of 500 MA with image intensifier TV system.
 - b. 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
 - c. Must have been approved by AERB
- iv. **Mammography Centre**
Standard quality mammography machine with low radiations and biopsy attachment.
- v. **USG / Colour Doppler Centre**
 - a. 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.
 - b. Must have been registered under PNDT Act.
- vi. **Bone Densitometry Centre**
Must be capable of scanning whole body
- vii. **Nuclear Medicine Centre**
Must have been approved by AERB / BARC

The following terms and expressions shall have the following meanings for purposes of Agreement:

- 1.1.1 “Agreement” shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.
- 1.1.2 “Benefit” shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.
- 1.1.3 “Bill Processing Agency “(BPA) means the agency appointed by ESIC for processing of Data/ Bills of all beneficiaries attending the Empanelled Center through proper channel.
- 1.1.4 “Card” shall mean the IP Pehchan Card / E-Pehchan Card, Employees ID Card, Pensioners Medical Card/Diary issued by any competent authority

- 1.1.5 “Card Holder” shall mean a person having a Card issued as 1.1.4 .
- 1.1.6 “ESI Beneficiary” shall mean a person who is eligible for Benefits of ESI Scheme, ESIC Serving Employee & Dependent and ESIC Pensioner & Dependent who holds a valid Card.
- 1.1.7 “Coverage” shall mean the types of persons to be eligible as the beneficiaries of the Scheme to health services provided under the Scheme, subject to the terms, conditions and limitations.
- 1.1.8 “Diagnostic Center” shall mean the (Name of the Diagnostic Center) performing tests / investigations.
- 1.1.9 “Emergency” shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the earliest opportunity would be detrimental to the health of the patient or shall jeopardize the life of patient.
- 1.1.10 “Empanelled Center” shall mean the hospital/diagnostic center authorized by the ESIC for a particular period performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.
- 1.1.11 “De-recognition of Empanelled Center” shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the ESIC beneficiaries after following certain procedure of inquiry, if required by ESIC.
- 1.1.12 “Party” shall mean either the ESIC or the Empanelled Center and “Parties” shall mean both the ESIC and the Empanelled Center.
- 1.1.13 “Package rate” is defined as lump sum cost of inpatient treatment/ day care for which a patient has been referred by competent authority or CGHS to Hospital. This includes all charges pertaining to a particular treatment/ procedure including:
- Registration charges,
 - Admission charges,
 - Accommodation (Room/Ward) charges (includes diet provided to patient),

- Operation charges,
- Injection charges,
- Dressing charges,
- Doctor/consultant visit charges,
- ICU/ICCU charges,
- Monitoring charges,
- Transfusion charges,
- Anesthesia charges,
- Operation theatre charges,
- Procedural charges/surgeon's fee,
- Cost of surgical disposables and all sundries used during hospitalization,
- Cost of medicines,
- Related routine and essential investigations,
- Physiotherapy charges etc,
- Pre-anesthetic checkup,
- Any other charges levied during stay under package days duration,
- The above list is an illustrative one only.

The package rate, however, does not include expenses on telephone, tonics, cosmetics / toiletries, etc. These are not part of the treatment regimen. Cost of these additional items, if provided with the prior consent of the patient, has to be settled with the patient, for which no reimbursement shall be admissible.

-In order to remove the scope of any ambiguity on the point of package rates, it is reiterated that the rate quoted for a particular procedure must be 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.

-Implants shall be allowed as per CGHS ceiling rate or as per actual, whichever may be less or as per clause 2.4(ii), if there is no CGHS rate.

1.1.14 "Specialized treatment" shall mean the treatment in a particular specialty.

1.1.15 "Rate" – Charges for approved procedures / services as may be notified by CGHS/ESIC from time to time.

2 TERMS & CONDITIONS FOR SERVICES

- 2.1 Empanelled center will provide all the facilities to ESIC beneficiaries as per the package rates agreed to for various procedures, investigations, etc. on the CGHS/ESIC/Hospital rates, whichever is less, and at the terms and conditions of CGHS/ESIC. Package rate shall mean and include lump sum cost of in-patient treatment/day Care/diagnostic procedure for which a ESI beneficiary has been permitted by the competent authority for treatment from the time of admission to the time of discharge. Lowest of Hospital Rate/CGHS Rate/ESIC Rate will be payable for any of the package/procedure/investigation.
- 2.2 Empanelled center will provide all the services on cashless basis to ESI beneficiaries. Appropriate action, including De-recognition of Empanelled Center from empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by ESIC team.
- 2.3 The empanelled Center will provide cashless treatment only to the patient referred by competent authority as defined and will provide only those services for which it has been empanelled by ESIC and shall be binding.
- 2.4 Certain discount on Drugs/treatment/procedures/devices will be given as under:
 - (i) 15 % discount on hospital rates if there is no package/procedure under CGHS/ESIC/AIIMS.
 - (ii) 15% discount on MRP (Maximum Retail Price) for implants/devices/stents etc. not described under CGHS Rates.
 - (iii) 10% discount on the MRP, In case of drugs not available in the CGHS/ESIC package/Procedure.
- 2.5 If any procedure/package/Investigation does not exist in the Current Rate list of CGHS but were in existence in Previous Rate List of CGHS, then rates as per Previous List will be applicable.
- 2.6 If one or more minor procedures form part of a major treatment procedure than package charges would be permissible for major procedure and only 50% of charges for minor procedures.

- 2.7 In case of Patient admitted for chemotherapy the Empanelled Center shall not charge for chemotherapy drugs supplied to the patients by ESIC
- 2.8 The Hospital agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the hospital that shall alone be responsible for the effect and/or deficiencies in rendering such services.
- 2.9 The hospital will investigate / treat the ESIC beneficiary patient only for the condition for which they are referred with permission and in the specialty and / or 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 be taken and concerned authorities may be informed accordingly later with justification at the earliest.
- 2.10 The Hospital will not refer the patient to other specialist/other hospital without prior permission of ESIC authorities.
- 2.11 The duration of indoor treatment for specialized and other procedures will be as per CGHS terms and conditions.
- 2.12 Referral Letter {(P-I Form)Annexure-A} once issued will be valid only for one week and after that it has to be renewed/reissued by Competent Authority.
- 2.13 P1-Form in which purpose of referral is generalized written as Admission /Management/Investigation/etc. should not be entertained by the Hospital and written clarification for a specific Treatment/Procedure/Investigation to be taken from referral Authority before start of treatment.
- 2.14 Package rates envisage duration of indoor treatment as follows:
 - 2.14.1 Up to 12 Days: for Specialized (Super Specialty) treatment.
 - 2.14.2 Up to 7 Days: for the other Major Surgeries
 - 2.14.3 Up to 3 Days: for Laparoscopic Surgeries/normal Deliveries
 - 2.14.4 Day: for day care/Minor (OPD) surgeries.
- 2.15 All investigations regarding fitness for the surgery shall be done prior to the admission for any elective procedure and are part of package. For any material / additional procedure / investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority.
3. 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 not be reimbursed.

4. Extended stay i.e. more than the period covered in package rates, in exceptional 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 for additional stay. The approval in such cases is required from respective referral authority or REGIONAL DIRECTOR, ESIC, Jammu. This approval must be attached with the bill so sent for payment to the concerned authority.
5. The package rates/rates given in rate list are for Semi-private Wards. If the beneficiary is entitled for general ward there will be a decrease of 10% in the rates. For private ward entitlement, there will be an increase of 15 %. However the rates shall be same for investigation irrespective of entitlement, whether the patient is admitted or not and the test, per se, does not require admission. A hospital/diagnostic center Empanelled under the REGIONAL DIRECTOR, ESIC Jammu whose rates for treatment procedure/test are lower than the CGHS prescribed rates shall charge as per the rates charged by them from Non - ESIC Beneficiaries and will furnish a certificate that rate charged are not more than that is charged from Non – ESIC Beneficiaries. Rate list of the hospital/Empanelled center is to be submitted along with MOU. Hospital rates as on date of issue of tender for empanelment and submitted once can't increase during validity if this MOU.
6. **Discounts:** Any discount on CGHS/ESIC Package for Surgeries etc. if given is to be mentioned.

7. Room Rent:

- (7.1) There are certain procedures where there is no prescribed package rate under CGHS/ESIC. Similarly, there are medical emergencies where the treatment is mainly conservative. The admissible amount in such cases is calculated item wise, room rent, procedures, investigation, etc. as per rates applicable under clause 2.4(i) or CHGS rates adopted by ESIC whichever is less.
- (7.2) only in cases described as above in clause 7.1, room rent applicable will be as follows as per CGHS rate or as per hospital rate, whichever is less.

General Ward	Rs 1000/- Per Day
Semi Private Ward	Rs 2000/- Per Day
Private Ward	Rs 3000/- Per Day

- This 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.
- For any day care procedure requiring short admission - a few hours to one day- accommodation charge for one day as per entitlement shall be applicable provided the

patient has been admitted in a room as per his/her entitlement.

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

8. Entitlements for various types of wards:

(8.1) ESI Scheme Beneficiaries (IPs and their Dependent Family Members) are entitled to only for General Ward.

(8.2) ESIC Employees, Pensioners and their dependent family members are Entitlement of various types of wards depending on their pay drawn/pension. These entitlements are amended from time to time and the latest order in this regards needs to be followed. The Entitlement is as follows-

S.No	Ward Entitlement	Corresponding Basic pay drawn by the officer in 7th CPC per month
1	General Ward	Upto Rs. 47,600/-
2	Semi Private Ward	Rs. 47,601 to 63100/-
3	Private Ward	Rs. 63101 and above

(A) 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.

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

(C) General ward is defined as Halls that accommodate 4 to 10 patients.

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

9. The Empanelled Hospital/Diagnostic centers shall honor permission letter issued by Regional Director / The Competent Authority of the ESIC/IMP and ESIS/ESIC Dispensaries whose list will be provided separately and provide treatment/investigation, facilities as prescribed in permission/Referral letter. Bills in respect of referrals issued by

these authorities will be submitted to same respective referring authorities within in prescribed time limit.

10. Any legal liability arising out of such services shall be the sole responsibility of the 2nd party and shall be dealt with by the concerned Empanelled hospital/diagnostic center. Services will be provided by the hospital / diagnostic center as per the terms of this agreement and Tender published for this empanelment.
11. Direct admission of ESI Scheme beneficiaries without Referral form (P-I) should not be entertained by the Empanelled center as the patients going to Empanelled center without being referred as such by the ESI system shall not be eligible for cash less services except in case of Emergency. In case of such emergency, permission for cashless treatment of the ESI beneficiaries shall be taken from REGIONAL DIRECTOR/COMPETENT AURHORITY within 24 Hours of admission. However the Empanelled center will charge the payment of treatment of such cases, which are otherwise entitled to SST treatment but for non-issue of referral take admission directly, at CGHS/ESIC rates as envisaged in this agreement.
 - 11.1 In case of ESIC Serving Employees and their family members, ESIC Pensioners and their family members Empanelled center will charges them on CGHS rates for all type of treatment/procedure/investigation available including OPD if they visit the Empanelled center directly without any referral letter and show their Card.
12. The Empanelled center will not refer the patient to other specialist/other hospital without prior permission of ESIC authorities.
13. In case of any natural disaster/epidemic, the Empanelled center shall have to fully cooperate with the ESIC and will convey/reveal all the required information, apart from providing treatment.
14. The Empanelled center will have to report admitted patients on daily basis to the referral authority as well as to the REGIONAL DIRECTOR and Medical Vigilance Officers regarding statement showing details of ESI Insured person under indoor treatment as per format (**Annexure-B**) given by ESIC failing which hospital may be de-Empanelled.
15.
 - (15.1) The Empanelled center shall immediately communicate to First Party about any change in the infrastructure / strength of staff. The empanelment shall be temporarily withheld in case of shifting of the facility to any other location without prior permission of ESIC. The new

establishment of the same Hospital shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

- (15.2) The Empanelled center shall submit a Monthly report to First Party regarding number of referrals received, admitted, bills submitted to the referring authorities and payment received, changes in the strength of doctors / staff and infrastructure if any. Annual audit report of the hospitals shall also be submitted along with the statement.
- (15.3) Authorized signatory / representative of the Empanelled center shall attend the periodic meetings held by First Party, required in connection with improvement of working conditions.
- (15.4) The Empanelled Center after being Empanelled with First Party under this agreement, has to be agreed for empanelment with any ESIC institutions in India on same Terms & Conditions, if required.
- (15.5) The Empanelled Center shall not refuse to treat any ESI Beneficiary only in case of emergency or referred by Regional Director, Jammu in any specialty/super specialty which is available in their Hospital/Diagnostic center even whether such specialty is not Empanelled under this agreement. Rates clause applicable for such treatments given will same as agreed under this agreement for Empanelled specialties.

16. Special terms and condition for Laboratory services:

- (16.1) The representative of the Empanelled center should be available / approachable over phone and Otherwise on all the days.
- (16.2) In emergency, the Empanelled center should be prepared to inform Reports over the telephone/e-mail.
- (16.3) The Empanelled center must be standard one with Standard equipment, re-agents etc, and trained manpower.
- (16.4) Bills should be sent monthly in triplicate, and should be accompanied by a copy of each of requisition form. The Empanelled center shall deliver reports in duplicate to the hospital/dispensary in person.
- (16.5) The lab in tie-up shall collect samples daily from the hospital or as requested by the competent authority from time to time and if necessary, shall be prepared to draw the sample from the patients in certain cases, like blood culture.
- (16.6) Lab may be visited at any time during the period of contract and if any irregularity noticed then necessary action may be initiated as deemed fit.

17. Special terms and conditions for blood bank:

- (17.1) The Centre should have necessary facilities for round the clock (24 hours) supply of the Whole Human Blood and various blood components.
- (17.2) The Centre should have the necessary and valid license from the appropriate authority to run the Blood Bank.
- (17.3) Under the tie-up arrangement, the requisition shall be made on the "in house standard form" duly signed by the attending doctor of hospital, and countersigned by the casualty medical officer (CMO) /Dy. Medical Superintendent / Medical Superintendent with the rubber stamp of the hospital, and shall contain particulars of units of Blood or blood components, name of the patient, Insurance number of the Insured person (IP) patient as well as the MRD No. /Inpatient No/Bed No, along with provisional diagnosis. Any requisition form sent to you not in prescribed manner, as stated above is not to be considered by your Blood bank / office and no claim shall be accepted unless the requisition as aforesaid.
- (17.4) The whole Human Blood and Blood components should be screened for all routine and special investigations including Blood grouping, Typing, Cross Matching and other standard as well as specialized tests for HIV, Hepatitis, etc. as specified by competent authority in this regard.
- (17.5) Bills should be sent monthly in triplicate, and should be accompanied by a copy of each of the requisition forms.
- (17.6) Officers authorized by the Hqrs. Office / Regional Director may visit the Empanelled center at any time and if any irregularity noticed then necessary action may be initiated as deemed fit.
- (17.7) The services should be made available round the clock on all days.
- (17.8) If hospital authority certify emergency/lifesaving requirement of human blood and blood components blood bank must provide same without donation.

18. Directions/Instructions for Empanelled center & Payment schedule:

- (18.1) The Empanelled center will honor the referral letter issued by ESI hospitals 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 ESIC System for any treatment/procedure/investigation carried out. If it is reported that the Empanelled center has charged money from the patient then the concerned Empanelled center may attract action for de-empanelment/blacklisting. All the drugs/dressings used during the treatment of the patient requiring reimbursement should be 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 this pharmacopeia will not be reimbursed. Food supplement will not be reimbursed.

(18.2) It shall be mandatory for the Empanelled center to send a report online to the REGIONAL DIRECTOR /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 estimate of treatment.

(18.3) The Empanelled center shall raise the bills on their hospital letter head with address and e-mail/fax number of the hospital, as per the Performa P-II,P-III & P-V format enclosed in **Annexure-C, Annexure-E and Annexure-D** respectively. The tie-up hospitals shall raise the bills with supporting documents as listed in P-II,P-III & P-V duly signed by the authorized signatory. The specimen signatures of the authorized signatory duly certified by competent authority of the tie-up hospital shall be submitted to all the referring ESIC/ESIS hospitals and REGIONAL DIRECTOR. 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 all the referring authority/Regional Director

(18.4) The drugs prescribed at the time of discharge of the patient after SLT 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 bills. Afterwards all the medicines shall be issued by the ESIS system.

(18.5) Bills to be submitted as per the Performa provided by the ESIC time to time.

- (18.6) The bills must be submitted within 15 days of discharge/investigation for payment. The bills received after that period shall not be entertained.
- (18.7) The Empanelled center will send bills along with necessary supportive documents to the concern Referring Authorities/ REGIONAL DIRECTOR, ESIC Jammu as the case may be as soon as bills are generated after discharge of patient for further necessary action.
- (18.8) Copy of the discharge slip incorporating brief history of the case, diagnosis, details of procedure done, reports of investigations, Discharge summary, original receipts of medicines/implants, stickers of implants, wrappers of costly medicine/equipment [costing more than 3000 rupees], CD / Report of all investigate for treatment given and advice shall be submitted by the Empanelled center along with the bill in duplicate in prescribed performs.
- (18.9) PATIENT/ATTENDANT SATISFACTION CERTIFICATE {(P-VI) Annexure-F} duly signed by admitted referred patient must be attached while sending the bills, failing which bill will not be processed and will be returned back for needful.

19. Duties and responsibilities of Empanelled centers:

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 at the reception area. The documents like referral from ESI Hospital, eligibility etc. must be mentioned on the board. The ESI patient must be entertained without any queue/wait.

20. Empanelled center's integrity and obligations during agreement period:

The Hospital is responsible for and obliged to conduct all contracted activities 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 misdemeanors, negligence, misconduct or deficiency in services, if any.

21. Performance Bank Guarantee:

The Empanelled center shall furnish a Performance Bank Guarantee from any Nationalized Bank in the prescribed format (**Annexure-H**) of Rupees Two Lakhs in case of Hospitals / Rupees Fifty thousands in case of Diagnostic Center, valid for a period of 3(Three) years to ensure efficient service and to safeguard against any default.

22. Forfeiture of performance bank guarantee and removal from list of Empanelled Institutions:

In case of any violation of the provisions of this Agreement by the hospital such as:

- (a) Refusal of service,
- (b) Undertaking unnecessary procedures
- (c) Prescribing unnecessary drugs/tests
- (d) Over billing
- (e) Reduction in staff/ infrastructure/ equipment etc. after the hospital/ has been Empanelled
- (f) Non submission of the report, habitual late submission or submission
Incorrect data in the report
- (g) Refusal of credit to eligible beneficiaries and direct charging from them.
- (h) if recommended by NABH at any stage
- (i) Discrimination against ESIC beneficiaries vis-à-vis general patients
- (j) Any information furnished in Tender application for empanelment found false at any stage and violation of Terms and Condition of Tender Published for this empanelment.

The REGIONAL DIRECTOR, Jammu / ESIC will have the full right to forfeit the Performance bank guarantee as well as removal Empanelled center from list of Empanelled institution. Such action could be initiated on the basis of a complaint or on the abovepoints (a to j) by the REGIONAL DIRECTOR ESIC Jammu as the case may be and decision of REGIONAL DIRECTOR /ESIC in this regard shall be final and binding to Empanelled center.

23. Liquidated damages:

- (23.1) The Hospital 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 recognized private Hospital, the amount equivalent to 15% of the amount

of security deposit will be charged as agreed Liquidated Damages by the ESIC, however the total amount of the security deposit will be maintained intact being a revolving Guarantee.

(23.2) In case of repeated defaults by the Hospital, the total amount of security deposit will be forfeited and action will be initiated against the hospital for removing the Hospital from the empanelment of ESIC as well as termination of this Agreement.

(23.3) For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital and the ESIC shall have the right to issue a written warning to the Hospital not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that Hospital and termination of this Agreement.

24. Termination for default:

The REGIONAL DIRECTOR, ESIC Jammu may without prejudice to any other remedy for breach of Agreement, in whole or part, may terminate the contract in following circumstances.

(24.1) If the Empanelled center 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. Or

(24.2) If the Empanelled center fails to perform any other obligation(s) under the Agreement. or

(24.3) If the Empanelled center, in the judgment of the ESIC is engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

(24.4) If the Empanelled center fails to follow instruction & guidelines and there is repeated submission of bills as per its own way with repeated deficiencies etc.

(24.5) If the Empanelled center is found to be involved in or associated with any unethical illegal or unlawful activities, the Agreement will be summarily terminated by ESIC without any notice. Terms and conditions can be modified on sole discretion of the First Party only.

25. The Second Party will not terminate the agreement without giving notice of three (3) months.

26. 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 shall at all times abide by the job safety measures and other statutory requirements prevalent in India and shall 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 shall 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 singly in case the later chooses not to defend the case.

27. Arbitration:

If any dispute or difference of any kind whatsoever (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 Jammu who will give written award of his/her decision to the Parties. Arbitrator will be appointed by REGIONAL DIRECTOR. 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 REGIONAL DIRECTOR, ESIC Jammu. Any legal dispute to be settled in Jammu Jurisdiction only.

28. Criteria for de-empanelment

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

1. Rendering resignation written unwillingness to continue in the panel.
2. Due to unsatisfactory services and proven case of malpractice/ misconduct.
3. Refusal of services to ESI beneficiaries.
4. Undertaking unnecessary procedures in patients referred for IPD/OPD management.
5. Prescribing unnecessary drugs/tests while the patient is under treatment.
6. Over billing of the procedures/treatment investigations undertaken.
7. Reduction in staff/infrastructure equipment etc. after the hospital has been empanelled.

8. Non submission of the report, habitual late submission or submission of incorrect data in the report.
9. Refusal of credit to eligible beneficiaries and instead asking them to pay.
10. If not recommended by NABH/NABL at any stage.
11. Discrimination against ESI beneficiaries vis-a-vis general patients.
12. 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.
13. If the owner gives the establishment on lease to other agency, they will be liable for de-empanelment.

29. Procedure for de-empanelment/blacklisting

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

30. Re-empanelment of de-empanelled/blacklisted Health Care Organisation(s)

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

31. Engagement of Agency for Online Referral and Bill Processing (BPA):

The parties shall abide by the following undertakings in addition to ESIC Policy and Standard Operating Procedures, the clauses mentioned in the Memorandum of Agreement with ESIC Hospital/ REGIONAL DIRECTOR Office and for the purpose of bill processing:

- A. The Empanelled hospital shall acknowledge the referral from ESIS/ESIC/IMP/institution online.
- B. The Empanelled center on admission of an ESIS/ESIC/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 30 days.
- 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 IMP/ ESIC/ESIS disp. are verified by them on behalf of respective ESIC/ESIS H/IMP. 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 respective ESIC/ESIS/IMP, BPA or Medical processing team of respective ESIC/ REGIONAL DIRECTOR office to the Empanelled hospital/diagnostic center for the missing/ambiguous physical documents (As per SOP). Empanelled hospitals/diagnostic centers shall have to submit the clarifications/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 / REGIONAL DIRECTOR Office in a time bound manner within a period of 10 working 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, Printers, 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/ REGIONAL DIRECTOR Office the excess amount shall be recovered from the future bills of the Empanelled hospital.
- K. Subject to BPA rendering bill-processing services as per terms and conditions of this agreement, 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.
- L. The amount deducted towards fee and service tax/GST/any other tax by any name called from the payable claims of hospitals/diagnostic centers 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 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/ REGIONAL DIRECTOR 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 or any other taxes by whatever name called as applicable on such fee amount admissible to BPA.
- O. If the claim is rejected or results into nonpayment to the Empanelled hospital/diagnostic center, ESIC / REGIONAL DIRECTOR Office 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 center 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.

31. Miscellaneous

(31.1) 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.

(31.2) The Empanelled 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.

(31.3) The Empanelled Center shall notify the REGIONAL DIRECTOR, ESIC Jammu of any material change in their status and their status and their shareholdings or that of any Guarantor of the Empanelled Center in particular where such change would have an impact in the performance of obligation under this Agreement.

(31.4) This Agreement can be modified or altered only on written Agreement signed by both the parties.

(31.5) Should the Empanelled Center get wound up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Empanelled Center or their heirs and legal representatives from their liability in respect of the services provided by the Empanelled Center during the period when the Agreement was in force. The Empanelled Center shall bear all expenses incidental to the preparation and stamping of this Agreement.

(31.6) In case of any problem related to insured beneficiaries / staff / pensioner and payment of bill, the tie-up institute should coordinate with single point of contact (SPOC)/OSD as appointed by REGIONAL DIRECTOR from time to time.

(31.7) The Empanelled center shall bear all expenses incidental to the preparation and stamping of this agreement.

32. TDS deductions:

TDS will be deducted as per Income Tax Rules.

33. Notices:

(33.1) 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 address as given above.

(33.2) 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.

34. Validity:

DURATION of the agreement shall remain in force for two Years and may be extended for subsequent period (if satisfactory services provided to ESI beneficiaries) at the sole discretion of the **REGIONAL DIRECTOR, REGIONAL OFFICE, EMPLOYEES STATE INSURANCE CORPORATION, 10-B Radha Bhawan, Shastri Nagar, Jammu-180004** subject to fulfillment of all terms and conditions of this agreement and with mutual consent.

ANNEXURE-A

To be used by ESI Referring Hospital/Dispensary Letterhead of Referring ESI
Hospital/Dispensary Referral Form (Permission letter) - (P-I)

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

Photograph
of the
Patient

Age/Sex :

Name of the Patient :

Address/Contact No :

Identification marks (if any) :

IP/Beneficiary/Staff :

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

Entitled for Speciality/Super Speciality : Yes/No

Diagnosis/clinical opinion/case summary
along with Relevant Treatment given/
Procedure/ Investigation done in referring
ESIC/ESIC hospital/Dispensary :

Treatment/Procedure/Investigation for which patient is being referred:

I voluntarily choose _____ 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.**

P.T.O

Mandatory Instructions for Referral Hospital:

- 1) Referral hospital is instructed to perform only the procedure/treatment for which the patient has been referred to.
- 2) 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).
- 3) The referred hospital is has to raise the bill as per the agreement on the standard proforma along with supporting documents within 6 days of discharge of the patient giving account number and RTGS number etc.
- 4) Food supplement will not to be prescribed/reimbursed.
- 5) Only Generic medicine to be used wherever possible.
- 6) Only those medicines to be used which are FDA/ IP/ BP or USP approved.

Checklist for Referring Hospital

1. *Duly filled & signed referral proforma (P-1).*
2. *Copy of Insurance Card/Photo I card of Beneficiary/IP.*
3. *Referral recommendation of the specialist/concerned medical officer.*
4. *Copy of entitlement for Specialty/super specialty treatment.*
5. *Reports of investigations and treatment already done.*
6. *One Additional Photograph pf Patient.*

Date:

Signature of the Competent Authority ** (With Stamp)

ANNEXURE-B

To be used by Tie-up/Empanelled Hospital

Letterhead of Hospital with Address & Email/Fax/Tele-Fax Number

STATEMENT SHOWING DETAILS OF ESI INSURED PERSONS UNDER INDOOR TREATMENT

Name of Tie-up Hospital: _____

Date : ___/___/___

S N	Name Ins. No. & Date of appointment of I.P.	Employers Details		Reference Details			Admission Details		
		Name & Address of the Employer	Code No.	Name of Hospital / Dispensary	For Treatment of	Date of Admission	Name of Patient & relation with IP	Diagnosis & Expected period of Indoor Treatment	Packaged/Non- packaged/Treatment
1	2	3	4	5	6	7	8	9	10

Sign & Stamp of Authorized Signatory with date

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

Letterhead of Hospital with Address & Email/Fax/Tele-Fax Number
(NABH accredited/ Super Specialty Hospital)

(Attach documentary proof)

Date of Submission:

Individual Case Format

Name of the Patient :

Referral S.No.(Routine) /

Emergency/ through verified by REGIONAL DIRECTOR:

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:

(For Package Rates)

Treatment/Procedure done/performed:

I. Existing in the package rate list's

CGHS/other Code no/no's for chargeable procedures:

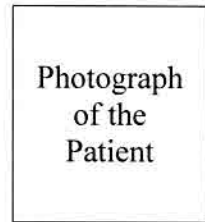
S.No	Chargeable procedure	CGHS Code Number and page No. (1)	Other, if not in page (1), Prescribed code No. and page NO.	Rate	Amount claimed with date	Amount admitted (X)	Remarks(X)

Charges of Implant/device used

Amount Claimed.....

Amount Admitted.....

Remarks



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

Sr. No. with date	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 with dtr	Amount admitted (X)	Remarks(X)

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

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

Remarks

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.

Sign/Thumb impression of patient with date

Sign & Stamp of Authorized Signatory with date

(for Official use of ESIC)

Total Amount payable:

Date of payment:

Signature of Dealing Assistant

Signature of Superintendent

Date:

**Signature of ESIC Competent Authority
(MS/REGIONAL DIRECTOR)**

Checklist for raising bills

1. Discharge Slip containing treatment summary & detailed treatment record.
2. Bill(s) of Implant(s) / Stent(s) /device along with Pouch/packet/invoice etc.
3. Photocopies of referral Performa, Insurance Card/ Photo I card of IP/ Referral recommendation of medical officer & entitlement certificate. Approval letter from Regional Director in case of emergency treatment or additional procedure performed.
4. Sign & Stamp of Authorized Signatory.
5. Patient/Attendant satisfaction certificate.
6. Document in favor of permission taken for additional procedure/treatment or investigation.

(X) to be filled by ESIC Official(s).

Letterhead of Tie-up Hospital with Address details(P-V)

Monthly Bill Special Investigations For diagnosis centers / 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 (X)	Remarks disallowance with reasons (X)

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 _____ RTGS no _____ and intimate the same email/fax/hard copy at the address

Date:

Signature of the Competent Authority of Tie-up Hospital

Checklist

1. Investigation Report of each individual/Pt.
2. Copy of Referral Document of each individual/Pt.
3. Serialization of individual bills as per the Sr. No. in the bill.

It is certified that total amount of Rs _____ has been credited to your account no. _____, RTGS no _____ on _____

Signature of Account department with stamp

Signature of Competent Authority

Date:

(To be filled up by ESIC official(s))

Referral Hospital.

Patient Referral No _____

(X) to be filled by ESIC Official(s).

To be used by Tie-up hospital (P-III)
Letterhead of Hospital with Address & Email /Fax /Tele-fax

Consolidated Bill Format

Bill No

Date of Submission.....

Bill Details (Summary)

Sr. No.	Name of	Ref. No.	Diag./Procedure Procedure for which referred	Procedure performed/ treatment	CGHS / other code with page NO. Nos/ NA	Other if not in CGHS	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.

It is also certified that all the implants, devices etc. used are charged at lowest available market rates.

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

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

Date:

Signature of the Competent Authority of Tie-up Hospital.

Checklist

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

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

Date:

Signature of the Competent Authority
(To be filled up by ESIC official(s))

PATIENT/ATTENDANT SATISFACTION CERTIFICATE (P-VI)

1. I am satisfied/ not satisfied with the treatment given to me/ my patient and with the behavior of the hospital staff.
2. If not satisfied, the reason(s) thereof.

3. It is stated that no money has been demanded/ charged from me/my relative during the stay at hospital.

Date & Time:

Name of IP/Staff:

Insurance No./Staff no.:

Date of Admission:

Date of Discharge:

Sign/Thumb impression of Patient/Attendant/IP Name of the Patient/attendant

To be Used by Referring ESI Hospital/Dispensary (P-IV)

Letterhead of Referring ESI Hospital

Sanction Memo/Disallowance 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 with code	Amount sanctioned	Reasons for disallowance	Remarks

Date:

**Signature of Competent Authority With Stamp
(To be filled up by ESI official(s))**

ANNEXURE-H

To:

**The Regional Director,
Employees State Insurance Corporation,
10-B Radha Bhawan, Shastri Nagar,
Jammu, J&K – 180004.**

WHEREAS _____ (Name and Address of Hospital) has undertaken, Agreement dated.....Valid from.....to(Description of Services) hereinafter called "the Agreement".

AND WHEREAS it has been stipulated by you in the said Agreement that the Hospital selected for empanelment shall furnish you with a bank Guarantee by a nationalized bank for the sum specified therein as security for compliance with the Hospital performance obligations in accordance with the Agreement. AND WHEREAS we have agreed to give the Hospital a guarantee:

THEREFORE WE (Name of the Bank) hereby affirm that we are Guarantors and responsible to you, on behalf of Hospital (herein after referred to "the Second Party" up to a total of _____ (Amount of the guarantee in Words and Figures) and we hereby irrevocably, unconditionally and absolutely undertake to immediately pay you, upon your first written demand declaring the Second Party to be in default under the Agreement and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the 31st day of _March_ 2021.

This Guarantee shall be incorporated in accordance with the laws of India.

We represent that this Bank Guarantee has been established in such form and such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or of the Hospital.

Date

Address:

Signature and Seal of Guarantors

