

Expression of Interest					
Sr. No	Name of Department	Name of Work /Notice/Tender	Opening Date Closing Date	Amount (Approx).	Website of the Department
1	ESI Health Care Haryana	Application for Tie-up of Hospitals for Secondary Care of Insured Persons and their dependents in Bahadurgarh, Sonapat, Bawal, Rewari, Hissar, Tohana, Sirsa, Jind, Narnaul, Rohtak, Karnal and Ambala (HARYANA)	Opening Date:- 25.12.2018 Closing Date 24.01.2019 up to 12:00 noon	Demand Draft of Rs. 500/- drawn in favour of Director, ESI Health Care Haryana with application.	www.hryesi.gov.in

Please see the details on website.

-Sd-
Director, ESI Health Care, Haryana

**OFFICE OF DIRECTOR ESI HEALTH CARE HARYANA
SCO 803, NAC, MANI MAJRA, CHANDIGARH**

(ISO 9001:2000 certified)

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Document Cost Rs. 500/- (Non refundable)

**EXPRESSION OF INTEREST FOR SECONDARY CARE TIE- UP IN BAHADURGARH,
SONEPAT, BAWAL, REWARI, HISSAR, TOHANA, SIRSA, JIND, NARNAUL, ROHTAK,
KARNAL AND AMBALA (HARYANA)**

Director, ESI Health Care, Haryana invites applications from Government/Semi-Govt./Private Hospitals for Empanelment of centers for Secondary Care on cashless at CGHS/ESIC package rates, in sealed envelope. Application forms along with Terms and Conditions also can be obtained from the office of Director, ESI Health Care, Haryana **from 25-12-2018 to 24-01-2019** on any working day upto 12:00 Noon. Duly filled in forms, complete in all respect should reach the office of Director, ESI Health Care, Haryana by **24-01-2019 up to 12:00 noon**. Applications will be opened **on 24-01-2019** in the office of Director, ESI Health Care, Haryana, SCO No. 803, NAC, Mani Majra, Chandigarh at 2.00 PM. If applications opening date happens to be a holiday, it will be accepted & opened on the next working day. Applicant/authorized person may choose to be present at the time of opening of applications. Application form can also be downloaded from the website mentioned above in which case the cost of application can be submitted as Bank draft in favour of Director, ESI Health Care, Haryana, payable at Chandigarh.

Document Acceptance : Documents to be dropped in box for EOI at o/o Director ESIHC Haryana Manimajra(Chandigarh) . Documents received by post will not be accepted at all. Document received after the scheduled date and time will be rejected out rightly. Application without cost of document will also be rejected.

CONDITIONS FOR OPENING OF DOCUMENTS opening of document to qualify for necessary technical conditions.

Document will be rejected out rightly if any technical condition is not fulfilled or photocopy of necessary certificates is not attached. Applicants of Technically qualified applications will be informed about date and time of inspection of their center by a duly constituted committee on the address given in Document form. Applicants are required to fill all columns in the enclosed application form Annexure – I.

Condition for Award of contract. Only those applications will be considered for Award of contract that will fulfill all technical conditions and has satisfactory report of inspection committee.

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(Signature)

1. Rates of package and procedure should be as per CGHS RATES/ESIC RATES and where CGHS/ESIC rates not available, alongwith 10% discount on Med. & 15% discount on consumables on empanelled Hospital rates whichever is lower shall be considered.
2. Award of contract may be given to one or more Applicants.
3. Applicant is at liberty to apply for all the specialties or for specialties available in their center.
4. Successful applicant shall have to deposit a security amount of Rs. Two Lakhs in form of demand draft, fixed deposit receipt, banker's cheque or bank guarantee from any of the nationalized bank having validity of 24 plus 2 months (60 days extra from the expiry of contract).

SPECIALTIES TO BE EMPANELLED AS PER ANNEXURE II

Technical application must be accompanied with

1. Application form & document as per Annexure-I.
2. Application form duly numbered and signed
3. Forms may be downloaded from ESI website. Party downloading the form shall have to deposit separately tender documents cost in form of DD drawn on any national bank in favour of Director, ESI Health Care, Haryana, Chandigarh, payable at Chandigarh.

MINIMUM REQUIRMENT OF HOSPITAL/EMPANELED CENTER :-

1. Minimum hundred bedded (100) hospital functional with intensive care unit of minimum three beds. If no bid is available from 100 bedded hospital, only then bid of 50 bedded hospital may be taken into consideration.
2. 24 hours emergency services managed by technically qualified staff.
3. Following license (from competent authority) is essentially required:-
 - (a) Registration for MTP.
 - (b) Registration for Bio-Medical waste Management and laws/Tie up arrangement with agency authorised by Haryana Pollution Control Board.
 - (c) Blood Bank Certificate in case blood bank is available.
 - (d) Certificate for doing Ultra sound under PNDDT Act.
 - (e) NOC for fire safety from competent authority.
 - (f) NOC from Haryana Pollution Control Board.

1. GENERAL TERMS AND CONDITIONS:-

- a) 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 or for treatment under emergency from the time of admission to the time of discharge including :-
(1)Registration charges (2) Admission charges (3) Accommodation charges including patient's diet (4)Operation charges (5) Injection charges (6)Dressing charges (7)Doctor/consultant visit charges (8) ICU/ICCU charges (9) Monitoring charges (10) Transfusion charges (11) Anesthesia charges (12) Operation Theatre charges (13) Procedural charges/ Surgeon's fee (14) Cost of surgical disposable and all sundries used during hospitalization (15) Cost of medicines (16) All of other related routine and essential investigation (17) Physiotherapy (18) Nursing care and charges for its services and all other incidental charges related thereto.
- b) Cost of implant is reimbursable in addition to package rates as per CGHS ceiling rates for implant or as per actual with 15% discount in case there is no CGHS prescribed ceiling rates;
- c) Treatment charges for new born baby are separately reimbursable in addition to delivery charges of mother.

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- d) Hospital/diagnostic centers empanelled under ESI Health Care shall not charge more than package rate/rates.
- e) Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and are not included in package rates.
- f) Consultants of the hospitals to prescribe medicines as per list of medicine available in valid and prevailing RC of ESIC which is available on website of ESIC, to be downloaded by concerned hospital()
- g) List of regular well as visiting consultant to be provided by the hospital along with their phone numbers.
- h) Separate helpdesk for ESI beneficiaries to facilitate hospital services approach.
- i) Any complication arising during treatment will be the responsibility of hospital and expenditure will be borne by the hospital.

II. Package rates envisages duration of indoor treatment as follows :-

Upto 7 days : for the other Major Surgeries

Upto 3 days : for Laparoscopic surgeries/normal Deliveries

'1' Day : for day care/Minor OPD surgeries.

- iii. 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 reimbursed.
- iv. In case there is no CGHS/ESIC prescribed rates for any test/procedure, then AIIMS rates shall be applicable. If there are no AIIMS rates, then reimbursement is to be arrived at by calculating admissible amount item wise (e.g. Room rent, investigations, cost of medicines, procedure charges etc.) as per approved rates/actual in case of investigations.
- v. The package rates given in rate list of CGHS are for Semi-private wards. As our beneficiary is entitled for general ward there will be a decrease of 10% in the rates. 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 rate.
- vi. A hospital/diagnostic center empanelled whose rates for treatment procedure/test are lower than the CGHS prescribed rates shall charge as per actual.
- vii. a) Room rent is applicable only for treatment procedure for which there is no CGHS prescribed package rates. Room rent will include charges for occupation or Bed, diet for the patient, charges for water and electricity supply, linen charges, nursing and routine up keeping.
b) During the treatment in ICCU/ICU, no separate room rent will be admissible, wherever package rate is admissible.
- viii. The empanelled hospital shall honors permission letter (P1 form) issued by the competent authority and provide treatment/investigation, facilities as prescribed in permission letter.
- ix. The hospital shall provide treatment/investigation on cashless basis to the insured person and dependent family members.
- x. If one or more minor procedures form part of a major treatment procedures than package charges would be permissible for major procedure and only 50% of charges for minor procedure.
- xi. Any legal liability arising out of such services shall be the sole responsibility of the hospital and shall be dealt with by the concerned empanelled hospital. Services will be provided by the hospital as per the terms of agreement.
- xii. Patient will be referred with a proper referral form signed by the competent authority.
- xiii. Direct admission without referral form should not be entertained at all except in life saving conditions. Such cases may be reported to the competent authority immediately and latest within 24 hours positively. However, Ex-facto approval shall be given by dispensary incharge concerned. In case EX-FACTO approval not approved by IMO I/c for reasons not providing valid justification by Hospital, responsibility lies with Hospital for any disputes regarding payment from patients.

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- xiv. During the Inpatient treatment of ESI beneficiary, the hospital will not ask the beneficiary or his attendant to provide separately the medicine/sundries/equipment or accessories from outside and will provided the treatment within the package rates, fixed by the CGHS which includes the cost of all the items.
- xv. In case of any natural disaster/epidemic, the hospital/ diagnostic hospital shall fully cooperate with the ESI Health Care, Haryana and will convey/reveal all the required information, apart from providing treatment.
- xvi. Existing empanelled hospitals are also required to apply for continuation of their agreement and / or additions of any other specialties.
- xvii. The empanelled Centre will investigate/treat the ESI beneficiary patient only for the condition for which they are referred and for any additional procedures planed, a separate permission is to be taken. In case of unforeseen emergencies of these patients during admission for approved purpose/ procedure necessary lifesaving measures to be taken and concerned authorities may be informed accordingly later with justification.
- xviii. The tie-up hospital will not refer the patient to other hospital without prior permission of ESI Health Care, Haryana authorities. In case patient is referred to any other hospital, then Ambulance charges will be borne by the referring hospital.
- xix. Patient can't be denied treatment on the pretext of non availability of beds, failing which treatment may be arranged from other hospital and extra expenditure incurred on treatment of IP will be recovered from empanelled hospital against incoming/pending bills/security money. Refusal either in writing or verbal communication will form the basis of deduction.
- xx. Rate lists of the CGHS/ESIC package rates to be submitted at time of signing of agreement.
- xxi. The contract application will be valid for two year from the date of award of contract and may be extended on satisfactory performance of contract with mutually agreeable terms and conditions.
- xxii. If any irregularities found during contract it will be terminated at any time by competent authority.
- xxiii. The Applicant or his representative should be available/approachable over phone and otherwise on all the days.
- xxiv. An undertaking as given in Annex-III will have to be submitted with the tender documents.
- xxv. Reimbursement bill should be signed by the treating consultant and counter signed by medical superintendent / director of hospital.
- xxvi. Identification of IP and their family with entitlement to be ensured through website by hospital and it is the sole represent of hospital that non-IP not to be considered for treatment.
- xxvii. If there is discontinuation of any service by empanelled hospital, it must be informed immediately by concerned hospital to the concerned Civil Surgeon, ESI Health Care and o/o Director ESI Health Care, within two weeks, that service should be brought in continuation (arranged), otherwise the hospital after show cause notice, will be liable for temporary suspension and subsequent de-empanelment.

2 PAYMENT SCHEDULE :-

The empanelled hospital/diagnostic center will send bills along with necessary supportive documents to the concered Civil Surgeon, ESI Health Care, Haryana as soon as bills are generated after discharge of patient for further necessary action. Copy of the discharge slip incorporating brief history of the case, diagnostic, details of procedure done, reports of investigations, identifications, stickers of implants, wrappers of costly medicine/equipment (costing more than 1000 rupees), treatment given and advised shall be submitted by the hospital along with the bill in triplicate. Bills received after 15 days of discharge of the patient will be rejected & returned at Dak stage.

3 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

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statutory/mandatory licenses, permits or approvals of the concerned authorities as per the existing laws.

4 DURATION :-

The agreement shall remain in force for a period of two years and may be extended for subsequent period at the sole discretion of the Director, ESI Health Care, Haryana subject to fulfillment of all terms and conditions of this agreement and with mutual consent. Agreement to be signed on stamp papers of appropriate value before starting services. Cost of stamp paper and incidental charges related to agreement shall be borne by the Hospital.

5 HOSPITAL 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 responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

6 LIQUIDATED DAMAGES :

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

7 TERMINATION FOR DEFAULT :

- I. The Director, ESI Health Care, Haryana may without prejudice to any other remedy and for breach of agreement in whole or any part may terminate the contract in following conditions:
 - a) 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 ESI Health Care, Haryana pursuant to condition of Agreement or
 - b) If the hospital fail to perform any other obligation (s) under the agreement.
 - c) If the hospital in judgment of the Director, ESI Health Care, Haryana, is engaged in corrupt or fraudulent practices in completing for or in executing the agreement.
- II. If hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the agreement will be summarily suspended by ESI Health Care, Haryana 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 receipt of show cause notice. Penalty recoverable, if any, will be adjusted from the security deposit.

8 INDEMNITY :

The Hospital shall at all times, indemnify and keep indemnified Director, ESI Health Care, Haryana 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 Director, ESI Health Care, Haryana in consequences to any action or suit being brought against the Director, ESI Health Care, Haryana, along with (or

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otherwise), Hospital as a party for anything done or purported to be done in the course of the execution of the Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the Director, ESI Health Care, Haryana from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct. The Hospital will pay all the indemnities arising from such incidents without any extra cost to Director, ESI Health Care, Haryana and will not hold the Director, ESI Health Care, Haryana responsible or obligated. Director, ESI Health Care, Haryana may at its discretion and shall always be entirely at the cost of the tie up Hospital defends such suit, either jointly with the tie up Hospital or separately in case the latter chooses not to defend the case.

9 ARBITRATION :

If any dispute or difference of any kind what so ever (the decision whereof is not being otherwise provided for) shall arise between the Director, ESI Health Care, Haryana and the Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Director, ESI Health Care, Haryana who will give written award of his/her decision to the Parties. Arbitrator to be appointed by Director, ESI Health Care, Haryana. 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 Director, ESI Health Care, Haryana, Chandigarh. Any legal dispute to be settled in Chandigarh jurisdiction only.

10 MISCELLANEOUS :

- a) 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 Director, ESI Health Care, Haryana and Hospital. The Hospital shall not represent or hold itself out as an agent of the Director, ESI Health Care, Haryana.
- b) The Director, ESI Health Care, Haryana will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury or damage sustained or suffered by any Director, ESI Health Care, Haryana beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement of otherwise.
- c) This Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact in the performance of obligation under this Agreement.
- d) This Agreement can be modified or altered only on written Agreement signed by both the parties.
- e) Should the Hospital get wound up or partnership is dissolved, the Director, ESI Health Care, Haryana shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Hospital or their heirs and legal representatives from their liability in respect of the services provided by the Hospital during the period when the Agreement was in force. The Hospital shall bear all expenses incidental to the preparation and stamping of this Agreement.

11 TDS DEDUCTION :-

TDS will be deducted as per Income Tax Rules.

12 NOTICES :

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

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- ii) 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.

DIRECTOR ESI HEALTH CARE HARYANA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY APPLICATION WITHOUT ASSIGNING ANY REASON THEREOF.

(DIRECTOR ESI HEALTH CARE HARYANA)



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Specialties for which the hospital require Tie-up arrangement :-

1. General Medicine with ICU/CCU Care.
2. General Surgery
3. Obstetrics & Gynaecology
4. Paediatrics/ NICU/ PICU
5. Orthopedics/Trauma (excluding joint replacement)
6. Ophthalmology



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PROFORMA FOR SECONDARY CARE TIE-UP

1. Name of the Hospital with complete address, telephone No., Mobile No., fax No. and e-mail :
2. Name of the contact person, designation alongwith contact No. (landline & mobile):
3. Location and approach of hospital :
4. Detail of Demand Draft (name of bank, No., Amount and date)
5. Distance from nearest Railway Station/Bus stand :
6. Bed strength of hospital :
7. Bed occupancy rate :
8. No. of emergency/casualty beds/ICU occupancy :
9. Name of existing empanelled organizations/institutions :
10. Mention if depanelled earlier by any organization :
11. No. of doctors/availability of doctors as specialist – full time & part time
(separate sheet to be attached)
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12. No. of R.M.O. with qualification :
13. No. of staff – a) Paramedical
b) Nursing
14. Fresh renewal certificate of doing USG under PNDT Act (Enclose certificate)
15. Registration for M.T.P. : (Enclose certificate)
16. Compliance with bio-medical waste laws : (Enclose certificate)
17. Emergency Lab facilities/Radiology facilities in house :
18. Blood bank facilities : a) Inhouse-
b) Outsource-
19. Working status of operation theatre with equipments :
(separate sheet to be attached)
20. Equipment availability : (separate sheet to be attached)
21. Availability of equipped ambulance :
22. Whether approved by CGHS/ECHS/Haryana Govt. (enclose documents)

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23. NABH/NABL accreditation certificate (if applicable) : (enclose certificate)

24. NOC for Fire safety from competent authority : (enclose certificate)

25. No. of OT's - a) Major
b) Minor

26. Hospital Statistics: a) Daily OPD attendance (average)
b) Bed occupancy
c) No. of X-ray daily
d) No. of Lab test daily
e) No. of operation (major & minor)
since last 3 month.
f) No. of USG daily.

Annexure-IIIUNDERTAKING

I/We have carefully gone through and understood the contents of the Document form and I/We undertake to abide myself/ourselves by all the terms and conditions set forth. I/We are legally bound to provide services to ESI Beneficiaries as per CGHS/ESI/AIIMS rates/terms and conditions failing which Director, ESI Health Care, Haryana is liable to take action as deemed fit. I/We undertake to provide uninterrupted services or alternative arrangement will be made at the risk of our institute. We undertake that the information submitted along with document and annexure 1 is correct.

Signatures

Dated

Name

Place :

(with seal/rubber stamp)

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AGREEMENT

This agreement is made on the by and between **Director, ESI Health Care Haryana** having its office at **Director, ESI Health Care Haryana, SCO No.-803, NAC Manimajra, Chandigarh** (hereinafter called ESI Health Care which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Party,

AND

.....

.....

WHEREAS, the ESI Health Care Haryana is providing comprehensive medical care facilities to ESI beneficiaries.

AND WHEREAS, Director, ESI Health Care Haryana proposes to provide treatment/diagnostic facilities to the ESI beneficiaries in the private recognized Hospital/Diagnostic Center.

AND WHEREAS, offered to give the following treatment/diagnostic facilities to the ESI Beneficiaries in the Hospital/diagnostic Center in the State of Haryana.

NOW THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. Empanelled centre will provide all the facilities for which it is empanelled as per package rates agreed to for various procedures, investigations etc. on the CGHS/ESIC rates and terms and conditions to ESI Health Care beneficiaries.
2. Empanelled centre will provide all the services on cashless basis to ESI beneficiaries.
3. The empanelled centre will provide treatment on production of valid document only to ESI beneficiaries referred by the competent authority as defined. The competent authority in such cases would Medical Superintendent/In charge of the hospital as the case may be.
4. The empanelled hospital shall provide services only for which it has been empanelled by the ESI Health Care at rates fixed by CGHS from time to time and shall be binding.
5. The Hospital agrees that any liability arising due to default or negligence in proving or performance of the medical services shall be borne exclusively by the Hospital who shall alone be responsible for the effect and/or deficiencies in rendering such services.
6. The Hospital agrees that during the Inpatient treatment of ESI beneficiary, the hospital will not ask the beneficiary or his attendant to purchase separately the medicine/consumables/equipment or accessories from outside and will provided the treatment within the package deal rates, fixed by the ESI Health Care which includes the cost of all the items. Appropriate action, including removing from ESI Health Care empanelment and/or termination of this agreement may be initiated on the basis of complaint, medical audit or inspection carried out by the ESI team.

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7. The empanelled hospital will honor permissions issued by the referring authority i.e., Medical Superintendent to the ESI beneficiaries holding valid ESI Medical Benefit Card. Treatment will be provided as per prevalent/applicable CGHS rates. They are entitled for treatment in the general ward.
8. In case of any natural disaster/epidemic, the hospital/ diagnostic hospital shall fully cooperate with the ESI Health Care and will convey/reveal all the required information, apart from providing treatment.
9. The empanelled Centre will investigate/treat the ESI beneficiary patient only for the condition for which they are referred with permission, and in the speciality and/or purpose for which they are approved by ESI Health Care. In case of unforeseen emergencies of these patients during admission for approved purpose/ procedure necessary lifesaving measures to be taken and concerned authorities may be informed accordingly later with justification.
10. The tie-up hospital will not refer the patient to other hospital without prior permission of ESI Health Care authorities.
11. The duration of indoor treatment for specialized and other procedures will be as per CGHS terms and conditions.

12 PAYMENT SCHEDULE :-

The empanelled hospital/diagnostic center will send bills along with necessary supportive documents to the concerned Civil Surgeon ESI Health Care as soon as bills are generated after discharge of patient for further necessary action. Copy of the discharge slip incorporating brief history of the case, diagnostic, details of procedure done, reports of investigations, identifications, stickers of implants, wrappers of costly medicine/equipment (costing more than 5000 rupees), treatment given and advised shall be submitted by the hospital along with the bill in triplicate. Bills received after 15 days of discharge of the patient will be rejected & returned at Dak stage.

13 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.

14. SERVICE AREA :-

..... shall provide treatment/diagnostic facilities to the ESI beneficiaries from all over the state of Haryana, where scheme is implemented.

15. DURATION :-

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The agreement shall remain in force for a period of two years and may be extended for subsequent period at the sole discretion of the Director ESI Health Care Haryana subject to fulfillment of all terms and conditions of this agreement and with mutual consent. Agreement to be signed on stamp paper of appropriate value before starting services. The cost of stamp papers and incidental charges related through agreement shall be borne by hospital.

16. HOSPITAL 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 responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

17. LIQUIDATED DAMAGES :

Hospital shall provide the services as per requirements specified by the Director ESI Health Care Haryana and 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 liquidation Damages by the ESI Health Care, Haryana, however, the total amount of the security deposit will be maintained intact being a revolving Guarantee.

18. In case of repeated defaults by the Hospital, the total amount of security deposit will be forfeited and action will be taken for removing the hospital from the empanelment of ESI Health Care, Haryana as well as termination.

19. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/future bills of the hospital and the Director, ESI Health Care, Haryana 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.

20. TERMINATION FOR DEFAULT :-

The Director ESI Health Care, Haryana office may without prejudice to any other remedy and for breach of agreement in whole or any part may terminate the contract in following conditions:

- a) 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 Director ESI Health Care Haryana pursuant to condition of Agreement .
- b) If the hospital fails to perform any other obligation (s) under the agreement.
- c) If the hospital in judgment of the Director ESI Health Care Haryana is engaged in corrupt or fraudulent practices in completing for or in executing the agreement.

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If hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the agreement will be summarily suspended by Director ESI Health Care Haryana 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 receipt of show cause notice. Penalty recoverable, if any, will be adjusted from the security deposit.

21. INDEMNITY :

The Hospital shall at all times, indemnify and keep indemnified Director ESI Health Care Haryana 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 Director ESI Health Care Haryana in consequences to any action or suit being brought against the Director ESI Health Care Haryana, along with (or otherwise), Hospital as a party for anything done or purported to be done in the course of the execution of the Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the Director ESI Health Care Haryana from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct. The Hospital will pay all the indemnities arising from such incidents without any extra cost to Director ESI Health Care Haryana and will not hold the Director ESI Health Care Haryana responsible or obligated. Director ESI Health Care Haryana may at its discretion and shall always be entirely at the cost of the tie up Hospital defends such suit, either jointly with the tie up Hospital or separately in case the latter chooses not to defend the case.

22. ARBITRATION :

If any dispute or difference of any kind what so ever (the decision whereof is not being otherwise provided for) shall arise between the Director ESI Health Care Haryana and the Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Director ESI Health Care Haryana who will give written award of his/her decision to the Parties. 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 Director ESI Health Care Haryana.

23. MISCELLANEOUS :

23.1 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 Director ESI Health Care Haryana and the Hospital.

23.2 The Hospital shall not represent or hold itself out as an agent of the Director ESI Health Care Haryana.

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- 23.3 The Director ESI Health Care Haryana will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury or damage sustained or suffered by any Director ESI Health Care Haryana beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.
- 23.4 The Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact in the performance of obligation under this Agreement.
- 23.5 This Agreement can be modified or altered only on written Agreement signed by both the parties.
- 23.6 Should the Hospital get wound up or partnership is dissolved, the Director ESI Health Care Haryana shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Hospital or their heirs and legal representatives from their liability in respect of the services provided by the Hospital during the period when the Agreement was in force.
- 23.7 The Hospital shall bear all expenses incidental to the preparation and stamping of this Agreement.
- 23.8 A recognized private hospital whose rates for a procedure/test facility are lower than the approved CGHS rates shall charge the ESI beneficiaries as per actual.
- 23.9 Invoice of Implant should be submitted in original with the final bill.
- 23.10 Sticker of Implant should be signed and stamped by the treating doctor and satisfactory report to be submitted with the final bill.
- 23.11 Rates charged for unlisted procedure/investigations which are not available in CGHS/ESIC & AIIMS from the beneficiaries of ESI should not be greater than the charges of Non-ESI patients. A certificate in this regard should be issued. (Lowest rate certificate)
- 23.12 Blood components : Requisition form, Issue form and Consumption report should be enclosed.
- 23.13 For any medicine costing more than Rs. 5000/- a Sticker/Invoice should be enclosed.
- 23.14 In case of utilization of Implant or Device a utilization satisfactory report should be enclosed along with post image of implant to be submitted along with final bill.
- 23.15 The centre will follow the CGHS/ESIC rates which have been already communicated for various procedures.
- 23.16 15% discount on Hospital rates will be allowed, if there is no package procedure under CGHS/ESIC.
- 23.17 For devices/stents which are not under CGHS/ESIC ceiling, 10% discount on MRP will be allowed.
- 23.18 In case of drugs not available in CGHS/ESIC packages, 10% discount on MRP will be allowed.
- 23.19 The centre will follow the revised bills format issued by ESI & enclosed patient satisfaction certificate with each bill.
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23.20 Medical audit of bills – The Director, ESI Health Care, Haryana shall have the right to conduct medical audit of bills by self or by any authority designated by ESI Health Care, Haryana for the purpose.

24. TDS DEDUCTION:-

TDS will be deducted as per income tax rules.

25. NOTICES :

25.1 Any notice given by one Party to other pursuant to this Agreement shall be sent to other party in writing by Registered Post or by facsimile and confirmed by original copy of the post to the other Party's address as below :

- Directorate, ESI Health Care, Haryana, SCO 803, NAC, Mani Majra, Chandigarh.
- Medical Superintendent

25.2 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.

26. If there is discontinuation of any service by empanelled hospital, it must be informed immediately by concerned hospital to the concerned Civil Surgeon, ESI Health Care and o/o Director ESI Health Care, within two weeks, that service should be brought in continuation (arranged), otherwise the hospital after show cause notice, will be liable for temporary suspension and subsequent de-empanelment.

IN WITNESS WHEREOF, the parties have caused this Modified Agreement to be signed and executed on the day, month end the year first above mentioned.

Signed by :-

Director, ESI Health Care Haryana, SCO-803, NAC, Manimajra,
Chandigarh under Labour Department

Medical Superintendent

Hospital

Witness (Party on first part)

Witness (Party on second part)

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