

**NOTICE INVITING EXPRESSION OF INTEREST FOR TIE-UP OF PRIVATE HOSPITALS  
FOR SECONDARY CARE IN ALL DISTRICTS OF HARYANA**

Director ESI Health Care Haryana, Plot no. IP-5A, Sector-14, Panchkula intends to enter in the tie-up arrangement (Cashless) with private hospitals for its beneficiaries (Insured Persons and their dependents) for Secondary Care treatments/investigations, for all districts of Haryana on cashless basis except Faridabad and Gurugram as per discounted rate finalized on **CGHS Delhi/Chandigarh**, terms & condition. For further details please visit at [www.hryesi.gov.in](http://www.hryesi.gov.in). Last date of submission of document is ..... up to 2:00 P.M.

Cost of Expression of Interest (EOI) Documents	Rs. 3000/ (Rs. Three Thousand Only) (Non-Refundable)
E-service Fee	Rs. 1000/ (Rs. One Thousand Only) (Non-Refundable)
Earnest Money Deposit (EMD)	3,00,000/- (Three Lakh only)
Start Date & Time of Bid preparation & submission	.....
Expiry Date & Time of EMD submission	.....
Expiry Date & Time of Expression of interest Submission	.....
Expression of Interest (EOI) opening date & time	.....

Online EOI is invited from all private hospitals located in all districts of Haryana except Faridabad and Gurugram for empanelment in state of Haryana for Secondary Care treatment/investigations on cashless basis at CGHS rates.

Expression of Interest to be submitted in single envelope (Technical Bid only) with self-attested photocopies of the necessary documents fulfilling all technical conditions.

A complete set of hard copy of EOI document along with all related documents also to be dropped in the box kept at Director, ESI Health Care Haryana, Plot no.-5A, Sector-14, Panchkula.

**Also, a complete set of all related documents to be uploaded on eTender website necessarily.**

- Non-submission of bids online as directed will lead to rejection.
- The basis of evaluation of EOI will be solely on online documents submitted by the applicant. Only in case of any document not getting downloaded or not clear, corresponding hard copy may be considered for evaluation with permission of Director.
- Late bids received after the specified last date and time of receipt will not be considered.





- The Director, ESI Health Care reserves the right to accept or reject any or all EOI documents without assigning any reason whatsoever and also reserves the right to postpone or cancel the EOI process without assigning any reason thereof.

**Information to Bidders:**

The Bidders can download the Expression of Interest (EOI) documents form the Portal: <https://etenders.hry.nic.in> or <https://hryesi.gov.in/>

1. Date and time of making payment of Expression of Interest (EOI) document fee, earnest money deposit (EMD) and e-service fee is as under:

A	Online submission of EMD, Expression of Interest (EOI) Document Fee & e-Service Fee (combined together) Option-1: Through Net Banking	On or before ..... Upto 02:00 P.M.
B	Online submission of EMD, Expression of Interest (EOI) Document Fee & e-Service Fee (combined together) Option-2: Through RTGS/ NEFT	On or before ..... Upto 02:00 P.M.

2. Instruction to bidders on Electronic Tendering System:-

**(i) Registration of bidders on e-Procurement Portal:-**

Detailed instructions may be seen under "Help for Contractors" option available on Home Page of NIC e-Procurement Portal i.e. <https://etenders.hry.nic.in>

**(ii) Information about Digital Certificate:-**

Detailed instructions may be seen under "Information about DSC" option available on Home Page of NIC e-Procurement Portal i.e. <https://etenders.hry.nic.in>

**(iii) Instruction about Online Payment of Expression of Interest (EOI) Document Fee/e-Service Fee/Earnest Money: -**

Bidders have to pay Earnest Money Deposit (EMD), Expression of Interest (EOI) document fees & e-service fees online only as applicable. For detailed instructions refer to FAQ for online payment available at Home Page of NIC e-Procurement Portal i.e. <https://etenders.hry.nic.in>

**(iv) Important Instructions & Help manual for online bidding:**

Detailed instructions may be seen under "Bidders Manual Kit" option available on Home Page of NIC e-Procurement Portal i.e. <https://etenders.hry.nic.in>

**(v) Other General issues:**

Solution of general queries may be seen under "FAQ" option available on Home Page of NIC e-Procurement Portal i.e. <https://etenders.hry.nic.in> and <https://dsndharyana.gov.in>



3. The Bidders shall have to pay for the Expression of Interest (EOI) Documents Fee, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between bidders and online payment authorization networks.
4. Intending bidders will be mandatorily required to sign-up online (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Expression of Interest (EOI). In case the intended bidder fails to pay Expression of Interest (EOI) Document Fee, e-Service Fee and EMD Fee (combined together) under the stipulated time frame, intended bidder shall not be allowed to submit bids for the respective event/ Expression of Interest (EOI).
5. In case of payment of Expression of Interest (EOI) Document Fee, e-Service Fee and EMD Fee through RTGS/NEFT, the interested bidders must remit the funds at least T+1 working day (Transaction + One day) in advance i.e. on or before ..... upto 2:00 P.M. and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/ Expression of Interest (EOI) at <https://etenders.hry.nic.in>
6. However, the details of the EMD, Expression of Interest (EOI) Document Fee & E-Service Fee are required to be filled/provided at the time of online Bid Preparation.
7. Online Technical Envelope-Reference details of the Earnest Money Deposit, Expression of Interest (EOI) Document Fee & e-Service Fee instrument and scanned copies of supporting documents and technical criteria with proper index and page numbering on all the documents have to be provided as per **Annexure-I to XII** of this document.
8. If the Expression of Interest (EOI) are cancelled or recalled on any grounds, the Expression of Interest (EOI) Document Fee and e-Service Fee will not be refunded to the bidder.
9. Helpdesk Support:
  - (i) Office Timing of Help-desk support & Contact Details:-  
The detail may be seen under "Contact Us" option available on Home Page of NIC e-Procurement portal i.e. <https://etenders.hry.nic.in>.  
Telephone no. 0120-4200462, 0120-4001002
  - (ii) In addition, for support related to office of Director, ESI Health Care, Haryana you may also Contact No. 0172-2751246, 9988701049 & email ID- [esi@hry.nic.in](mailto:esi@hry.nic.in) . All queries would require to be registered at our official email- [esi@hry.nic.in](mailto:esi@hry.nic.in) for on-time support. (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the helpdesk).



<b>Contents of the EOI</b>	<b>Page No</b>
1. Notice inviting expression of interest for tie-up of private hospital	1-3
2. Index	4-5
3. Application for empanelment (Application Form)	6
4. Instructions to Service Providers	7-9
5. General conditions of contract (GCC)	9-16
6. Referral Procedure	16
7. Criteria for De-empanelment	17-18
8. Criteria for Blacklisting	18
9. Payment Schedule	19-20
10. Duties & responsibilities of empaneled hospitals/diagnostic centers	20
11. Duration of contract	20
12. Hospital integrity and obligations during agreement period	21
13. Liquidated damages	21
14. Termination for default	21
15. Indemnity	22
16. Arbitration	22
17. Miscellaneous	23
18. TDS deduction	23
19. Notice before termination of agreement/empanelment by the hospital/diagnostic center	23
20. Penalty clause	23-24
21. Notices	24
22. Performa for Secondary Care Tie-Up (Annexure-I)	25-27
23. Specialties for which the hospital require Tie-up arrangement (Annexure- II)	28
24. Undertaking (Annexure-III)	29
25. CERTIFICATE OF UNDERTAKING (Annexure-IV)	30
26. Certificate of Undertaking (Annexure-V)	31
27. Referral Form -PL (Annexure-VI)	32-33
28. Form for raising bills -PII (Annexure-VII)	34-37



29. Consolidated Bill Format –PIII (Annexure-VIII)	38-39
30. Sanction Memo/Disallowance Memo –PIV (Annexure-IX)	40
31. Monthly Bills Special Investigation for Diagnosis Centre/Referral hospital –PV (Annexure-X)	41
32. Patients/Attendants satisfaction certificate- PVI (Annexure-XI)	42
33. Statement of indoor ESI Patients –(Annexure-XII)	43
34. Undertaking for NABH accreditation–(Annexure-XIII)	44
35. TAT - (Annexure XIV)	45-47





1. **APPLICATION FORM**

(For empanelment of Hospitals for Secondary Care Treatment)

**To,**

**The Director, ESI Health Care Haryana,  
Plot No. IP-5A, Sector-14, Panchkula  
Pin Code-160101**

**Sub: Request for Empanelment of Hospital.**

**Sir,**

In reference to your advertisement in the newspaper/website dated \_\_\_\_\_,

I/We wish to offer the following services\* for ESI Beneficiaries on cashless basis for Secondary Care Treatment and investigation.

\* Details of Services

I/We pledge to abide by the terms and conditions as mentioned in advertisement and I/We also certify that the above information as submitted by me/us in Annexure I, II, III, IV V is correct and I/We fully understand the consequences of default on our part, if any.

**(Name & Signature of the Proprietor/Partner/  
Director/Legally authorized signatory)**

**Place:**

**Date:**





## 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 from the department website.

### 2. Document Acceptance:

Request for proposal received after the scheduled date shall be summarily rejected

### 3. Submission of Request for Proposal:

1. Please ensure that each page of the request for proposal 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. Request for proposal will be out rightly rejected if any technical condition is not fulfilled.
3. Hospitals will be informed about the date and time of inspection if required by a duly Constituted Committee on the address given in document form.

### 4. Scope of Services to be covered under Secondary Care Treatment

1. General Medicine with ICU/CCU Care.
2. General Surgery
3. Obstetrics & Gynecology
4. Pediatrics/ NICU/ PICU
5. Orthopedics/Trauma (including joint replacement but on the advice of orthopedic specialist of PGI/AIIMS/Govt. Medical College/Govt. Hospital of the same District).
6. Ophthalmology
7. ENT
8. Dental



## 5. Condition for Empanelment:

### Only those applications will be considered for empanelment that fulfills all technical conditions

- i. Only fully NABH/NABL accredited secondary care hospitals will be considered for empanelment with ESI Health Care Haryana.
- ii. All hospitals/diagnostic centers should be fully NABH/NABL accredited and fulfil the below given criteria:  
Minimum bed requirement for multi-specialty hospitals (with 10% ICU beds) is as follows:  
(i) Type X city - 100 beds (Metro City)  
(ii) Type Z city - 30 beds (Rest all the districts)  
The condition of minimum beds availability for hospitals/diagnostic centers will not be applicable to diagnostic centers, dental and eye hospital/centers.
- iii. The Hospital applying for empanelment should have been operational for at least 2 complete years as on last date of submission of application. The audited balance sheet profit and loss account for the last two financial year should be submitted as proof of being in business. In case, the audited financial statement pertaining to the previous financial year is not available, certificate of the chartered accountant for annual turnover to be submitted.  
The Health Care Organizations must have a minimal annual turnover of Rs. 2 Crores for X (Metro City) and Rs. 1 Crore for Z cities. Exclusive Eye Hospitals/Centres, Dialysis centres, Diagnostic Laboratories and Imaging Centre must have a minimal annual turnover of Rs. 20 Lacs in X & Y Cities and Rs. 10 Lacs in Z Cities.  
  
Rates of packages and procedures should be as per CGHS rates (areas which are located in NCR region i.e., Delhi, Faridabad & Gurugram, CGHS rates will be considered as per Delhi NCR region and in other areas CGHS rates as per Chandigarh region) be considered for processing of bills. PGIMER Chandigarh/AIIMS New Delhi rates will be applicable where CGHS package rates are not available. Director ESI Health Care reserves the right to prescribe/revise the rates for new or existing treatment procedures/investigations as and when CGHS revises the rates or otherwise.
- iv. Under no circumstances shall the rates charged by the empanelled hospital be more than the rates charged by the hospital from any entity or privately placed person.
- v. Selected hospital shall immediately submit their rates for all CGHS enlisted procedures/investigations and also procedure/investigations which are not listed in CGHS rates to the concerned ESI institution. In no case shall the empanelled hospital claim rates more than the CGHS/Hospital rates whichever are lower for a particular procedure or investigation.
- vi. Hospitals are at liberty to apply for empanelment for specialties as per Annexure-II.
- vii. Annexure-I, II & III should be duly filled and signed before being emailed.





- viii. The applications, if received, from the Institution which was de-empanelled by any ESIS/ESIC/CGHS/Any other Govt. Institution will not be taken into consideration for two year from date of de-empanelment and those blacklisted by any ESIS/ESIC/CGHS/Any other Govt. Institution will not be taken into consideration for 3 years.
- ix. The empanelled hospital will send original bills along with necessary supportive documents after discharge of patient as per prescribed TAT (turnaround time) to BPA (Bill Processing Agency)/ TPA (Third Party Administrator) and with the approval letter from TPA/BPA, to the concerned referring institutions of ESI Health Care Haryana 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/implant (costing more than 2500 rupees), treatment given and advised shall be submitted by the hospital along with the bill in triplicate. Bills not submitted as per TAT (as per Annexure XIV) will be summarily rejected.
- x. Specialties considered for empanelment are as per **annexure-II**

## 6. GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. Minimum Requirement of Hospital/Empanelled Centre

#### A. Basic Requirements:-

- i. Award of contract may be given to one or more applicants in any one area.
- ii. Applicant is at liberty to apply for all the specialties or for specialties available in their center.
- iii. Valid State registration certificate/registration with local bodies should be attached.
- iv. Hospital must have Intensive Care Unit (ICU).
- v. 24 hrs Emergency services managed by technically qualified staff.
- vi. Following license (from competent authority) is essentially required:-
  - 1. Registration for MTP.
  - 2. Registration for Bio-Medical waste Management and laws/Tie up arrangement with agency authorized by Haryana State Pollution Control Board.
  - 3. Blood Bank Certificate in case blood bank is available.
  - 4. Certificate for doing Ultrasound under PCPNDT Act.
  - 5. NOC for fire safety from competent authority as per local by laws.
  - 6. Valid AERB/BARC approval for Tie-up hospitals for radiological investigations.
  - 7. Registration of under clinic establishment act (CEA) (if applicable)
  - 8. Consent to operate under water act and the Air act.
  - 9. Pharmacy license (If applicable)
  - 10. NDPS registration (if applicable)



11. Registration under transplantation of human organs and tissues (THOT) Act (if applicable)
  12. Registration under mental health care (if applicable)
  13. Exemption certificate under section 17 of income tax act
  14. Lift registration
  15. Building plan approval/occupancy certificate
  16. FSSAI registration for canteen (if applicable)
  17. ESIC registration certificate/PF
- 
- vii. The Health Care Organization(HCO)/Hospital should be accredited by National Accreditation Board for Hospitals & Healthcare Providers (NABH/NABL).
  - viii. During the course of period of empanelment if NABH/NABL accreditation of the private hospital expires/revoked in that case that hospital stands automatically de-empanelled.
  - ix. Provision of Dietary service for indoor patients is mandatory.

**B.** Private Hospital will have in-house investigation facilities for providing Specialty Treatment.

**C.** The empanelled centre after being awarded contract by Director ESI Health Care Haryana should be ready for tie-up on the same terms and conditions as mentioned in the agreement.

**D.** Empanelled hospitals shall treat all ESI patients at CGHS or committed rates only.

## **2. Terms and conditions related to packages and rates:**

**A)** Package rate shall mean and include lump sum cost of in-patient treatment/daycare/diagnostic procedure for which a referred ESI Beneficiary has been permitted by the M.S/S.M.O In-charge/M.O In-charge or for treatment under emergency from the time of admission to the time of discharge including (but not limited to):

- I. Registration Charge.
- II. Admission Charges.
- III. Accommodation charges including patients diet.
- IV. Operation Charges.
- V. Injection Charges.
- VI. Dressing Charges.
- VII. Doctor/Consultant visit charges.
- VIII. ICU/CCU/NICU/PICU charges.
- IX. Monitoring Charges.
- X. Transfusion Charges.
- XI. Anesthesia Charges.
- XII. Operation Theatre Charges.
- XIII. Procedural Charges/Surgeon's Fees.





- XIV. Cost of surgical disposables and all sundries used during hospitalization.
- XV. Cost of Medicines.
- XVI. All other related routine and essential investigations.
- XVII. Physiotherapy.
- XVIII. Nursing Care Charges for its services and all other incidental charges related thereto.

B) Certain discount on Drugs/Treatment/Procedures/Devices has been finalized. These areas under:

- I. Procedure for which package under CGHS/PGIMER Chandigarh/AIIMS New Delhi Rates are not available **15% discount on hospital rates** or as per guidelines issued by the Corporation from time to time.
- II. For devices /implants without any prescribed CGHS ceiling rate—  
Reimbursement Shall be limited to 60% of the MRP including GST .  
(Maximum Retail Price) or as per guidelines issued by the ESIC/ESIS from time to time.
- III. Drugs/dressings used should be approved under FDA/IP/BP/USP pharmacopeia and reimbursement shall be limited to 75% of the MRP (25% discount) including GST on all types of drugs. Any drug/dressings not covered under any of these pharmacopeias will not be reimbursed. Food supplement / Cosmetic item will not be reimbursed. Certificate in this regard will be submitted that hospital has charged not more than 75% of MRP.
- IV. In case of emergency, ESI patient may be admitted even for the specialty/investigation for which the hospital is not empaneled. In such cases the hospital shall charge according to CGHS/PGIMER Chandigarh/AIIMS New Delhi approved rates for the procedure/investigations. If no such rates are available then there shall be a discount of 15% on normal scheduled rates of the hospital. The empaneled hospital shall not refuse to treat any ESI patient in case of emergency in any specialty which is available in hospital whether empaneled or not for the same.

- (i) Package rates envisage upto a maximum duration of indoor treatment as follows :-
  - Upto 7 days : for the Major Surgeries
  - Upto 3 days : for Laparoscopic surgeries/normal deliveries
  - '1' Day : for day care/Minor OPD surgeries.

(ii) In case of diseases which are not covered under package rates of CGHS, maximum permissible stay will be 5 days and in case of stay more than 5 days is required to treat the disease, in that case the approval of extended stay from the referring authority will be required for next 5 days by the empanelled hospitals. If a stay beyond 10 days is required then approval of concerned Civil Surgeon will have to be obtained by the empaneled hospital through the referring institutions. Referring doctors and Civil Surgeon will respond on the same day for approval of extension of stay beyond 5/10 days through email by satisfying themselves for this purpose.






- D) The **Extended stay** i.e. more than period covered in package rate, in **exceptional justifiable** cases, supported by relevant documents and **medical records** and **certified** as such by hospital may be allowed after verification by Department and the **additional reimbursement** shall be limited to **accommodation charges** as per entitlement, **investigation charges** at approved rates and **doctors visit charges** (two visit/day) and **cost of medicine/drugs** for additional stay. However, approval for extended stay from the referring authority is required. The letter of approval must be attached with the bill while sending it for payment.

E) **OTHER CONDITIONS**

1. High cost treatment
  - a) ESIS will bear the full cost of treatment, wherever CGHS package rates are available upto the limit of package rate.
  - b) Upper limit on the expenditure for procedures not covered under CGHS package rates would be Rs 10 lakh per beneficiary per financial year.
  - c) Cases involving expenditure of more than Rs 10 lakh may be considered only as an exception. The proposal of such cases shall be submitted to Directorate ESI Healthcare, Haryana for consideration and approval on case to case basis.
2. Cost of implant is reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower. If there is no CGHS prescribed ceiling rate for any implant reimbursement shall be limited to 60% of the MRP including GST & Empanelled Hospital cannot charge more than that amount from ESIS. The pouches/stickers etc. attached should be duly verified by the treating doctor and the specifications should match with those mentioned in Discharge Slip and original receipt/invoice or attested photocopy of receipt/invoice in case of bulk purchase to be submitted with the claim.
3. Treatment charges for newborn baby are separately reimbursable in addition to delivery charges of mother.
4. The drugs prescribed at the time of discharge of patient after secondary care treatment shall be issued by tie-up hospital for 7 days for which tie-up hospital can claim Rs. 2000/- or actual cost per patient, whichever is less, in the claimed bill. Afterwards, all the medicines shall be issued by the ESI Institution.
5. List of regular as well as visiting consultants to be provided by the hospital along with their phone numbers.
6. A separate help desk for ESI beneficiaries will be provided to facilitate hospital services approach. Any complication arising during treatment/course of stay in hospital will be the responsibility of hospital and expenditure will be borne by the hospital.
7. 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.
8. In case there is no CGHS prescribed rates for any test/procedure, then PGI Chandigarh/ AIIMS New Delhi rates shall be applicable. If there are no PGI Chandigarh/AIIMS New Delhi 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 whichever is lower.

9. **The package rates given in the 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.
10. A hospital/diagnostic center empanelled whose rates for treatment procedure/test are lower than the CGHS prescribed rates shall charge as per actual. The hospital /diagnostic center to provide its complete rate procedure /investigations list duly signed and stamped at the time of submission of tender.
11. a) Room rent is applicable only for treatment procedure for which there are 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/NICU/PICU/CCU, no separate room rent will be admissible, wherever package rate is admissible.
12. The empanelled hospital shall honors permission letter (PL form) issued by the competent authority and provide treatment/investigation, facilities as prescribed in permission letter.
13. The hospital shall provide treatment/investigation on cashless basis to the insured person and dependent family members.
14. 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.
15. Any legal liability arising out of such services shall be the sole responsibility of the tie up / empanelled hospital (second party) and shall be dealt with by the concerned empanelled hospital. Services will be provided by the hospital as per the terms of agreement.
16. Each referral will be signed/countersigned by the MS/SMO/MO Incharge of the institution even if other Medical Officer refers the patients to empanelled hospital, then also referral shall be countersigned by the incharge of that institution. Empanelled hospital will also not entertained the referral form which is not countersigned by the incharge of the institutions.
17. Direct admission without referral form should not be entertained at all except in medical /surgical emergencies which require urgent/immediate admission. Such cases will be reported to the competent authority and verification to be done by the competent authority as per TAT. However, Ex-facto approval shall be given by concerned MS/SMO/MO incharge. In cases where Ex-facto approval is not given by MS/SMO/MO Incharge because of not providing valid justification/documents by the concerned hospital, payment will not be given to the hospital in such cases.
18. 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.






19. Drugs/dressings used should be approved under FDA/IP/BP/USP pharmacopeia and reimbursement shall be limited to 75% of the MRP (25% discount) including GST on all types of drugs. Any drug/dressings not covered under any of these pharmacopeia will not be reimbursed. Food supplement / Cosmetic item will not be reimbursed. Certificate in this regard will be submitted that hospital has charged not more than 75% of MRP.
20. 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.
21. Existing empanelled hospitals are also required to apply for continuation of their agreement and / or additions of any other specialties.
22. The empanelled centre will investigate/treat the ESI beneficiary patient only for the condition for which they are referred and for any additional procedures planned, a separate permission is to be taken from the referring institution. In case of unforeseen emergencies of these patients during admission for approved purpose/ procedure necessary life saving measures to be taken and concerned authorities may be informed accordingly later with justification. No payment will be made to tie-up hospital for treatment /procedure /investigation which are not mentioned in the referral letter.
23. 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.
24. 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 de-empanelment.
25. The contract application will be valid for two year from the date of award of contract and may be extended for further one year on satisfactory performance of contract with mutually agreeable terms and conditions.
26. If any irregularities found during contract it will be terminated at any time by Directorate ESI Healthcare Haryana.
27. The Applicant or his representative should be available/approachable over phone and otherwise on all the days.
28. An undertaking as given in Annexure-III will have to be submitted with the tender documents.
29. Reimbursement bill should be signed by the treating consultant and counter signed by medical superintendent/director of hospital.
30. Identification of IP and their family with entitlement to be ensured by hospital through legally valid documents and it is the sole responsibility of hospital that non-IP not to be considered for treatment.
31. If there is discontinuation of any service by empanelled hospital, it must be informed immediately by concerned hospital to the concerned ESI Institutions, Civil Surgeon, ESI Health Care and O/o Director ESI Health Care, Haryana. And within two weeks, that service should be brought in continuation (arranged), otherwise the hospital after show cause notice, will be liable for de-empanelment.
32. Hospital empanelled with ESIS shall not charge more than package rate/rates.





33. Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and are not included in package rates.
34. It shall be mandatory for the tie-up hospital to send a report online to the TPA/BPA (bill processing agency) and concerned referring authority 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 estimated cost of treatment.
35. The tie-up hospitals shall raise the bills on their hospital letter head with address and e-mail/fax number of the Hospital, as per the P-II & P-III format enclosed in **Annexure-V & Annexure-VI**. The tie-up hospitals shall raise the bills with supporting documents as listed in P-II & P-III duly signed by the authorized signatory. The specimen signatures of the authorized signatory duly certified by competent authority of the tie-up hospital shall be submitted to all the referring ESIS hospitals/Dispensaries and Medical Reimbursement Branch of Directorate ESI Health Care Haryana, **Plot No. IP-5A, Sector-14, Panchkula**. 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 ESI Hospitals/Dispensaries and Medical Reimbursement Branch of Directorate ESI Health Care Haryana, **Plot No. IP-5A, Sector-14, Panchkula**.
36. The Tie-up Hospitals will send the Bill summary by e-mail to the concerned referring institution at the time of discharge of patients.
37. All Civil surgeons will inspect atleast one percent of the medical records of all the bills, quarterly submitted by the empaneled hospitals under his/her jurisdiction quarterly and submit report to the HQ on the designated performa which will be finalized later on.
38. The empanelled hospital will have to provide all relevant medical records in respect of treatment of beneficiary whenever called for within 7 days positively otherwise that particular hospital is liable to be de empanelled.
39. The empanelled centre will have to send the details of admitted patients on daily basis to TPA/BPA and the MS/SMO/MO Incharge on E-mail Address of the concerned referring institutions as per format given at Annexure-XI, failing which a show cause notice to be issued to concerned empanelled hospital. If still no details of admitted patient are provided on daily basis action may be initiated for de-empanelment.
40. Feedback/Patient Satisfaction form duly signed by admitted referred patient/attendant must be attached along with the bills, failing which bills will not be processed and will be returned.
41. The Hospital will ensure the Identity of patient (IP/family of IP) at the time of admission/treatment in the hospital from referral Form, ESI Card and other legally valid documents.
42. The Hospital will follow the instruction issued from time to time by the ESIS.
43. **During the period of empanelment if any decision regarding TPA/BPA or any other subject is taken by the State Government, that will be binding on the empaneled hospital.**
44. **DISCOUNTS:** Any discount on CGHS Package for Surgeries etc. are to be mentioned by hospital.

*[Handwritten signature]*

*[Handwritten signature]*



45. Before starting the treatment, empanelled hospital should ensure the following documents duly signed by referring authority are attached with the referral letter:
- a) Duly signed referral proforma (P-1/PL) alongwith photograph of the patient affixed (except in emergency cases) and the same shall be attested by the competent referring authority along with undertaking that I have identified IP/Beneficiary and confirmed the entitlement.
  - b) Signature of the IP on referral form should match with the signature in E-pehchan (except if the IP is himself/herself not in a state to sign the referral forms or if the IP is illiterate).
  - c) Attested copies of Pehchan Card or e-pehchan with valid ID proof like Aadhar card of the IP/Beneficiary for identification and identification that shows the relation with IP/IW/ESI staff.
  - d) Attested copy of entitlement certificate for treatment on the date of referral/treatment.
  - e) Referral recommendation of specialist or concerned medical officer.
  - f) Reports of investigation and treatment already done.
  - g) One additional latest photograph of the patient (except in emergency cases).
  - h) Dependent Certificate for family members as applicable according to extant instructions.

#### 7. REFERRAL PROCEDURE:

**ESI Healthcare Haryana has engaged TPA/BPA for scrutiny and processing of all the bills of empaneled hospitals for beneficiaries referred from ESIS institutions through online portal managed by TPA/BPA. Patients will be referred for Specialty Treatment/Investigation facilities only by competent authority/authorized officer. Patients will be referred with permission/referral letter signed by competent authority/authorized officer i.e. MS/SMO/MO In-charge will specify the treatment and investigation for which patient is being referred. Referring institution should avoid broad terms like further management etc. on referral form.**

- i) In location where there are State run ESIS hospitals, the MO/SMO in-charge of the dispensaries in these locations will refer the patients to ESIS hospitals only and not to the empanelled hospitals directly. The Medical Superintendent of ESIS hospitals will refer the patients to the empanelled hospitals in the same or adjoining districts (In case there is no existing empanelled hospitals in the district where ESIS hospitals is situated) only for the facilities which are not available in ESIS hospitals. The referral should be examined by the Referral Committee constituted by Medical Superintendent comprising the Senior Doctor as chairperson and minimum two additional regular doctors authorized by the Medical Superintendent. This committee shall assess the necessity of the referral based on services that are not available in the hospital except when the patient reports before or after the OPD hours in emergency. EMO will refer the patients to private empanelled hospitals only after consultation with MS and concerned specialist in case, of services not available for that particular ailments. Patient should only be referred for the specific treatment listed in CGHS compendium, clearly monitoring the required procedure, and the corresponding code number of the treatment.

- ii) In locations where there is no ESIS/ESIC Hospital in one district, then SMO/MO In-charge of dispensary of that district will be the competent authority to refer the Insured Persons to empanelled hospital within that particular district only.
- iii) In case there is no ESIS/ESIC or secondary care empaneled hospital, in that case SMO/MO Incharge will be the competent authority to refer the insured persons to empaneled hospitals of the adjoining district for secondary care treatment.
- iv) Choice of empaneled hospitals is at the sole discretion of the insured person and not the referring institution. List of empaneled hospitals must be provided to the insured person along with the referral form. Each referring institutions also display list of empaneled hospitals on the notice board.
- v) Referral to Tie-ups hospital should be minimized and resorted to as last resort.

**However, the new referral of ESIC policy (page number 10-16 in ESIC Referral Policy ESIC Operational Manul 2023 for Super Specialty and Specialty Service) will be strictly followed by all the referring institutions.**

## **2. CRITERIA FOR DE-EMPANELEMENT**

De-empanelment of the empaneled Health Care Organization(s) could be made due to any one of the following reasons:

- a. Rendering resignation/ written unwillingness to continue in the panel without serving the complete notice period of 3 months.
- b. Due to proven case of malpractice/misconduct.
- c. Refusal of services to ESI beneficiaries.
- d. Undertaking unnecessary procedures in patients referred for IPD/OPD management.
- e. Prescribing unnecessary drugs/tests and clinical trial while the patient is under treatment.
- f. Carrying out drug trials on ESI beneficiaries .
- g. Over billing of the procedures/ treatment/ investigations undertaken.
- h. Reduction in no of full time experienced consultants /staff/ infrastructure/ equipment etc. after the hospital has been empanelled.
- i. Non submission of the report, habitual late submission or submission of incorrect data in the report.
- j. Refusal of cashless treatment to eligible beneficiaries and instead asking them to pay.
- k. If accreditation of NABH/NABL is revoked, at any stage during the contract.
- l. Discrimination against ESI beneficiaries vis-à-vis other patients.
- m. 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.
- n. If the owner gives the establishment on lease to other agency, they will be liable for de-empanelment, if not approved by Competent Authority.
- o. If de-empanelled / blacklisted by CGHS or any other Govt or public sector organization .





- p. If the hospital fails to provide any or all of the services for which it has been recognized with in the period(s) specified in the agreement , or within any extension thereof in granted by the ESIC pursuant to Condition of agreement .
- q. If the hospital fails to perform any other obligation under the agreement.
- r. If Hospital, in the judgment of the ESIC has engaged in corrupt or fraudulent practices in competing for or in executing the agreement .
- s. If the hospital found to be involved in or associated with any unethical illegal of unlawful activities ,the agreement will be summarily suspended by ESIC without any notice and thereafter may terminate the agreement , after giving a show cause notice and considering its reply ,if any , received within 10 days of the receipt of show cause notice Terms and conditions can be modified which is sole discretion of the first party only .

Note : Once any hospital is de-empanelled , the agreement with that hospital shall stand terminated from the date of de-empanelment such hospitals will be debarred for empanelment for a period of two years if the hospital is blacklisted,it can be debarred from the empanelment for a period of three years.


### 3. CRITERIA FOR BLACKLISTING

#### 1. Criteria for blacklisting:

At any stage of tender process, submitting false/forged information and/or document to ESIC, raising false/ forged invoices of treatment, criminal negligence to patient causing either permanent or temporary adverse impact on patient during the tender process or during the period of contract shall lead to Black Listing of Empaneled Centre.

#### 2. Procedure for de-empanelment/blacklisting:

- a. A Committee will be constituted by the Directorate ESI Healthcare, Haryana to investigate the matter.
- b. Based on the investigation report and examining the reply of 'show cause' notice served to the empaneled centre, the Directorate ESI Healthcare, Haryana, as the case may be. shall decide to de empanel/ blacklist the Health Care Organization(s). A 10 days notice to be provided for submission of reply.
- c. Referral to be stopped with immediate effect from the date of issue of show cause notice.
- d. Once any Health Care Organization is de empaneled, the MoU with that Health Care Organization shall stand terminated from the date of de empanelment. The de-empaneled Health Care Organization will be debarred for empanelment for a period of two year or till the completion of current contract whichever is later.



- e. If the Health Care Organization is blacklisted, then the MoU with that Health Care Organization shall stand terminated from the date of blacklisting. The blacklisted Health Care Organization shall be debarred from empanelment for a period of three years or till the completion of current contract whichever is later.

#### 4. PAYMENT SCHEDULE

The Empanelled Hospital/Diagnostic centre will send hard copies of bills along with necessary supportive documents (Form P1, PII, PIII & PVI as per Annexure-F to the referring centre after due scrutiny by TPA for payment enclosing therewith copy of the medical record of every patient, discharge slip Incorporating brief history of the case, diagnosis, details of (procedure done, blood bank notes, treatment of Medicines given etc.), reports and copies of investigation done, identification of the patient, entitlement certificate, referral letter from concerned ESIS Institutions, original purchase invoice, stickers and envelops of implants, wrappers of costly medicine/equipment/implant (costing more than 2500 rupees) and CD of treatment/procedure given shall be submitted by the Hospital/ diagnostic centre along with the bill for payment. Additionally, chronologically placed IPD notes/ Films (X-ray, MRI, CT Scan etc.)/ OT notes/ Pre and Post operation radiological images or any other documentary requirement can be sought if required.

- i. The empanelled hospitals/diagnostic center will send bills along with necessary supportive documents to the concerned referring ESI institutions as soon as bills are generated after discharge of patients for further necessary action. Copy of discharge slip incorporating brief history of the case, diagnostic, details of procedure done, reports of investigation. Identification, stickers of implants, wrappers of costly medicine/equipment (costing more than 2500 rupees), treatment given and advised shall be submitted by the hospital along with the bill in triplicate. However, direction/MoU regarding TAT issued by department from time to time will strictly adhered too."
- ii. Original procurement invoice of the stents/implant/device used in the procedure along with its outer packing and sticker must be enclosed with the bills submitted for payment duly verified by treating specialist and authorized representative of Hospital.
- iii. The procedures/ treatment/ investigation provided by the Specialist should be duly signed by the treating specialist along with their stamp & Registration No.
- iv. Each and every paper/record, attached with the bills to be submitted to ESI institution along with the approved processed bills by TPA/BPA which should be signed by the authorized representative of the Hospital/ Diagnostic centres.
- v. The referral hospital has to raise the bill at the time of discharge and get it countersigned by the Patient/attendant along with the mobile number of the Patient/attendant and upload it along with other documents on the TPA/BPA Portal. Above said documents shall be uploaded in the system in support of the claim as per TAT. Immediately after uploading the bills, TPA/BPA would start processing the bills without waiting for receipt of hard copy of bills by ESI institutions. TPA/BPA






- would scrutinize the bill completely (including need more information steps as per TAT) and recommended admissible amount to ESI. This recommendation would be visible to referring institutions including TUH's and competent authority of ESI.
- vi. Once the EMPANELLED HOSPITAL receives information regarding the bills that have been scrutinized by TPA/BPA, the EMPANELLED HOSPITAL will submit the original hard copies of such bills along with approval letter of TPA/BPA as per the dates of scrutiny in 4 distinct bundles to the office of concerned referring ESI institutions.
    - a. OPD Bills with CGHS Codes.
    - b. OPD Bills without CGHS Codes.
    - c. IPD Bills with CGHS Codes:
    - d. IPD Bills without CGHS Codes.
  - vii. Depending upon the quantum, such bundles of bills be submitted to concerned referring ESI institutions as per TAT for further processing of payment.
  - viii. After receipt of original bills, concerned referring ESI institutions shall complete the scrutiny/process of payment to Empanelled hospital as per the existing guidelines which may be amended time to time by Directorate ESIS.
  - ix. Only the DDO of referring institution(whether dispensary or hospital whosoever is referring the patient to secondary care empaneled hospital) will make payment to the empaneled hospital.

## **5. DUTIES & RESPONSIBILITIES OF EMPANELED HOSPITALS/DIAGNOSTIC CENTRES**

It shall be the duty and responsibility of the hospital at all times, to obtain, maintain and sustain the valid registration and high quality and standard of its services and healthcare and to have all statutory/mandatory licenses, permits or approvals of the concerned authorities as per the existing laws. Display board regarding cashless facility for ESI beneficiary will be required. 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. This will be the sole responsibility of the empanelled hospital to re-verify/counter check the entitlement of IP's and his dependents before taking the patient for secondary care medical treatment on cashless basis even if entitlement of the IP has been verified by the referring institutions.

## **6. DURATION OF CONTRACT**

The agreement shall remain in force for a period of two years and may be extended for further one year 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 tie-up Hospital.





## **7. 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.

## **8. LIQUIDATED DAMAGES**

- a. 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.
- b. For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/further bills of the Hospital and ESIS shall warn the healthcare organization in writing, not to repeat the offense in future. The recurrence, if any, will lead to stoppage of referral to that particular healthcare organization or de-empamentment from ESIS.
- c. In case of repeated defaults by the tie-up centres, Director, ESI Health Care, Haryana shall have exclusive right to remove the healthcare organization from empanelment of ESIS as well as termination of the contract at any time.

## **9. 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 due payment.



#### 10. TERMINATION FOR CONVENIENCE

Director ESI Health care Haryana may terminate the agreement for one or all of the districts at any time when, in its sole discretion, the director, ESI healthcare Haryana determines that the termination is in the best interest of the ESI healthcare Haryana. The agreement will be terminated by giving return notice to empanel hospital and the notice specify the date on which termination shall become effective.


#### 11. 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.

#### 12. 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 Directorate, ESI Health Care, Haryana, Panchkula. Any legal dispute to be settled in Panchkula jurisdiction only.





### 13. MISCELLANEOUS

- a) In emergency medical condition of the patient, the EMPANELLED HOSPITALs should be prepared to inform reports over the email
- b) 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.
- c) 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 ESI 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.
- d) 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.
- e) This Agreement can be modified or altered only on written Agreement signed by both the parties.
- f) Should the Hospital get wind 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.

### 14. TDS DEDUCTION

TDS will be deducted as per Income Tax Rules.

### 15. NOTICE BEFORE TERMINATION OF AGREEMENT/EMPANELLMENT BY THE HOSPITAL/DIAGNOSTICS CENTRE

The empaneled Hospital/Center will not terminate the agreement without giving a notice of minimum 3 months, failing which appropriate action as deemed fit and proper; including withholding of any payment due to them may be taken. No appeal against such decision will lie with any authority.

### 16. PENALTY CLAUSE

- (A) Patient can't be denied treatment on the pretext of non-availability of beds/Specialists. In such circumstances treatment may be arranged from other hospitals of similar standard at the cost of empaneled hospital with prior approval of Director ESI Health Care Haryana/Referring authority.



- (B) 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 due payment to hospital.
- (C) In case of premature termination of contract/agreement by the empaneled centre without due notice they will have to deposit Rs.2,00,000/- (Rupees Two Lakh) as penalty to Director, ESIS, Haryana. Affidavit on non-judicial stamp paper of appropriate value for the same to be given at the time of agreement. If Hospital/Center does not deposit money forthwith the same will be deducted from incoming or pending bills.

#### 17. NOTICES

- 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, IP-5A, Sector-14, Panchkula.
  - Civil Surgeon, ESI/MS/SMO/MO Incharge  
.....
- 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.

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

**DIRECTOR ESI HEALTH CARE HARYANA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY APPLICATION WITHOUT ASSIGNING ANY REASON THEREOF AND ALSO RESERVES THE RIGHT TO POSTPONE OR CANCEL THE EOI PROCESS WITHOUT ASSIGNING ANY REASON THEREOF.**

**(DIRECTOR ESI HEALTH CARE HARYANA)**





Annexure-I

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 person to be contacted , designation alongwith contact No. (landline & mobile):
3. Location and approach of hospital :
4. Distance from nearest Railway Station/Bus stand :
5. Bed strength of hospital :
6. Bed occupancy rate :
7. No. of emergency/causality beds/ICU occupancy :
8. Name of existing empaneled organizations/institutions :
9. Mention if depanelled earlier by any organization :
10. No. of doctors/availability of doctors as specialist – full time & part time  
(separate sheet to be attached )
11. No. of R.M.O. with qualification :
12. No. of staff – a) Paramedical  
b)Nursing
13. Fresh renewal certificate of doing USG under PNDT Act (Enclose certificate)
14. Registration for M.T.P. : (Enclose certificate)
15. Compliance with bio-medical waste laws : (Enclose certificate)
16. Emergency Lab facilities/Radiology facilities in house :
17. Valid State registration certificate/registration with local bodies.

*[Signature]*

*[Signature]*

18. Registration under clinical establishment act (CEA) (if applicable)
19. Consent to operate under water act and the air act
20. Pharmacy license (if applicable)
21. NDPS registration (If applicable)
22. Registration under Transplant of Human Organs and Tissues (THOT) Act (if applicable)
23. Registration under Mental Health Care Act (If applicable)
24. Exemption under section 17 of income tax act
25. Lift registration
26. Building plan approval/occupancy certificate
27. FSSAI registration for canteen (if applicable)
28. ESIC registration certificate/PF registration
29. Blood bank facilities:
  - a) Inhouse-
  - b) Outsource-
30. Working status of operation theatre with equipments :(separate sheet to be attached)
31. Major Equipment availability : (separate sheet to be attached)
32. Availability of equipped ambulance :
33. Whether approved by CGHS/ECHS/Haryana Govt. (enclose documents)
34. NABH/NABL accreditation certificate: (enclose certificate)
35. The hospital /diagnostic center to provide its complete rate list of procedure /investigations duly signed and stamped at the time of submission of tender





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

37. No. of OT's - a) Major

b) Minor

25. 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.

Date:

Place:

(Name and signature of proprietor/Partner/Director  
Authorized person with office seal / rubber stamp)

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

Note 2: Technical evaluation of the Hospital shall be based on information provided by them on the above mentioned points and they shall mandatorily provide documentary proof for the same. No future correspondence shall be entertained in this regard.



Annexure – II

**SPECIALTIES FOR WHICH THE HOSPITAL IS REQUIRED FOR TIE-UP  
ARRANGEMENT**

1. General Medicine with ICU/CCU Care.
2. General Surgery
3. Obstetrics & Gynecology
4. Pediatrics/ NICU/ PICU
5. Orthopedics/Trauma (including joint replacement but on the advice of Orthopedic Surgeon of PGI/AIIMS/Govt. Medical College /Govt. Hospital of the same district)
6. Ophthalmology
7. ENT
8. Dental

**Date:**

**Place:**

(Name and signature of proprietor/Partner/Director  
Authorized person with office seal / rubber stamp)





Annexure-III

UNDERTAKING

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 all services as per Annexure-II and as per Terms & Conditions of EOI/AGREEMENT to ESI Beneficiaries as per CGHS 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 I & II is correct. I have gone through and understood the enclosed draft of agreement.

Signatures

Dated

Name

Place :

(with seal/rubber stamp)



Annexure-IV

**Letterhead of Private Hospital  
CERTIFICATE OF UNDERTAKING  
(On a Non-Judicial Stamp paper of Rs. 100/-)**

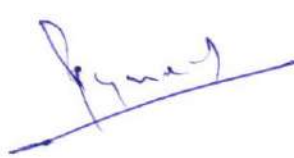
**AFFIDAVIT**

I, [Signatory Name], [Hospital Name], located at [Hospital Address], do solemnly affirm and declare as follows:

1. I am [Your Full Name], [Your Designation] at [Hospital Name], and I am authorized to make this affidavit on behalf of the hospital.
2. I affirm that [Hospital Name] has a total of [Number of functional beds] functional beds that are equipped and available for patient use.
3. I further declare that this statement is true to the best of my knowledge and belief, and it is made in good faith.
4. I understand the legal consequences of making a false statement in this affidavit, and I am aware that any misrepresentation may result in legal action against or de-empanelment [Hospital Name] from ESI Health Care with immediate effect.
5. This affidavit is being executed to serve as a true and accurate representation of the number of functional beds at [Hospital Name].

IN WITNESS WHEREOF, I have hereunto set my hand and seal this [Date] day of [Month, Year].

[Your Full Name]      [Your Designation]      [Hospital Name]      [Hospital Seal]





ANNEXURE-V

**CERTIFICATE OF UNDERTAKING**

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

**Signature of Applicant or Authorized Agent**



ANNEXURE-VI

Letterhead of Referring ESI Hospital/Dispensary  
Referral Form (Permission letter) (PL)

Referral No :

Insurance No/Staff Card No/Pensioner Card No.....

Name of IP/Beneficiary:

Name of the Patient:

Age/Sex:

Address/Contact No:

Identification marks (if any):

Relationship with IP/Staff: Father/Mother/Son/Daughter/Spouse/Other

Entitlement for Treatment      Yes/No

Opinion/Case:

Summary along with relevant treatment given/procedure/investigation  
in ESIS dispensary/hospital:

Diagnosis/clinical opinion/case summary:

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

**(mention specific diagnosis for referral)**

I voluntarily choose \_\_\_\_\_ Tie-up Hospital for  
treatment of myself or my \_\_\_\_\_.

Photograph of  
the Patient  
(duly attested  
by hospital  
authority)

**(Sign/Thumb Impression of IP/Beneficiary)**







Referred to \_\_\_\_\_ Hospital/Diagnostic Centre for

---

Date:

Sign & Stamp of Authorized Signatory

**\*\* In case of emergency, signature of referring doctor and casualty medical officer. Record to be maintained in the register. New form duly filled will be send after the signature of the competent authority on the next working day.**

#### **Mandatory Instructions for Tie-up Hospital:**

- Tie-up hospital is instructed to perform only the procedure/treatment for which the patient has been referred to.
- In case of additional procedure/treatment/investigation is essentially required in order to treat the Patient for which he/she has been referred to, the permission for the same is essentially required from the referring institutions either through e-mail, fax (to be confirmed in writing).
- The referred hospital has to raise the bill as per agreement on the standard Performa along with supporting documents as per TAT after discharge of the patient.
- Food supplements will be not reimbursed.
- Only generic medicines to be used wherever possible
- Only those medicines to be used which are FDA/IP/BP or USP approved or DG ESIC Rate contract .

#### **Checklist of documents to be sent by referring ESIS hospital to Tie-up hospital**

1. Duly filled & signed referral Performa.
2. Copy of Insurance Card/Photo I-Card of IP.
3. Referral recommendation of the specialist/concerned medical officer.
4. Reports of investigations and treatment already done.
5. Photograph of the patient.

Date:

*Signature of the Competent Authority \*\* (With Stamp)*




ANNEXURE – VII

Performa-PH

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

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

(Attach documentary proof)

Date of Submission:

Individual Case Format

Name of the Patient:

Referral S.No.

(Routine)/Emergency/ through M.O/S.M.O/M.S

Date of referral:

Age/Sex:

Address:

Contact No:

Insurance Number/Card No.

Diagnosis:

Condition of the patient at discharge:

(For Package Rates)

Treatment/Procedure done/performed:

Photograph of  
the Patient  
(duly attested  
by hospital  
authority)

I. Existing in the package rate list's

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

Charges of implant/device used.....

Amount claimed.....

Amount Admitted.....

*[Signature]*

*[Signature]*



Remarks.....

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

Sr. No.	Chargeable Procedure	Amt. Claimed	Amount admitted With	Remarks

**III. Additional Procedure Done with rationale and documented permission**

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

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

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

Remarks

**Sign/Thumb impression of patient's sign with date**

**Stamp of Authorized Signatory with date**

**(for Official use of ESIS)**

Total Amt payable:

Date of payment:

Signature of Dealing Assistant

Signature of Superintendent

**Date: Signature of ESIS  
Competent Authority  
(MO/SMO/MS)**

*[Handwritten signature]*

*[Handwritten signature]*

### **Checklist for raising bills**

1. Discharge Slip containing treatment summary & detailed treatment record.
2. Bill(s) of Implant(s) 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 Competent authority 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.
7. Undertaking that medical claim of cashless secondary care, all the drug/dressings etc. used during the treatment of the patient are of generic in nature and rates has been charged accordingly as per EOI and MoU regarding medicine used .
8. The Empanelled Hospital has to raise the bill as per the agreement along with supporting documents as per TAT after discharge of the patient giving account number and RTGS number etc.
9. Separate slip for extension (if any) from concerned referring institute with number and date .
10. Separate outdoor/indoor bill be submitted.
11. Entitlement to medical benefit must be verified.
12. Complete Signed Laboratory /radiological investigation reports, indoor reports.
13. Stickers, wrappers of costly medicine/equipment/implant (costing more than 2500 rupees)
14. All original bills be signed and verified by Hospital Authority or Authorized person.
15. Page marking of each complete Cashless bill and Hospital will submit each bill in 03 copies in 30 days positively as per M.O.U .
16. Exact numbering of each bill from empaneled hospital with date in financial year.






17. NABH/NABL Certification must be enclosed with every bill.

18. CGHS rates must be charged of concerned city as per CGHS instructions /rules. The Hospital must clearly mention the name of the concerned city of which CGHS rates being charged.

19. If any discounts given must be clearly mentioned in cashless bills.

20. Hospital must enclose following undertaking with and every cashless bill.

Certified that this secondary care treatment cashless bill of amount Rs. ....  
Of treatment period .....for IP/dependent patient .....has  
not been claimed previously by this hospital

Signature I/C of hospital with stamp and date .



ANNEXURE VIII

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 ESIS.

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.

*[Handwritten signature]*

*[Handwritten signature]*

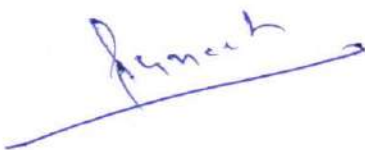


5. Referral proforma in original, insurance card/photo I-card of IP/Referral recommendation of medical officer & entitlement certificate. Approval letter from Competent authority in case of emergency treatment or additional procedure performed.
6. Sign & stamp of Authorized Signatory.

Certificate:

It is certified that the drugs used in the treatment are in the standard pharmacopeia IP/BP/USP/FDA. The hospital has charged not more than 75% of MRP (25% discount) on all types of drugs.

Signature of the Competent Authority  
of Tie-up Hospital





ANNEXURE-IX

Performa 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.	Name of the patient	Amount Claimed with code	Amount sanctioned	Reasons for disallowance	Remarks

Date:

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



ANNEXURE -X

Performa P-V

Letterhead of Tie-up Hospital with Address details  
Monthly Bill Special Investigations For diagnosis centers / referral Hospitals

Bill No .....

Date of Submission.....

S.N o	Name of patient with Insuran ce number	Date of referen ce	Investigat ion performe d	CGH S/ other code numb er with page NO.	Charg es not in packa ge rate list	Amou nt claime d with date	Amou nt admitt ed (entitle d) with date	Remarks disallowa nce with reasons

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

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 TieupHospital

Checklist

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

Signature of Competent Authority

*[Handwritten Signature]*

*[Handwritten Signature]*

ANNEXURE-XI

**PATIENT/ATTENDANT SATISFACTION CERTIFICATE (P-VI) Performa 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. No money has been demanded/ charged from me/my relative during the stay at hospital.**

**Sign/Thumb impression of patient/Attendant**

**Attendant Name**

**Phone No.**



Name of Tie-up Hospital : \_\_\_\_\_ Date : \_\_/\_\_/\_\_\_\_.

43

Answer



ANNEXURE-XIII

UNDERTAKING FOR NABH/NABL ACCREDITATION

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 NABH accreditation certificate as per Terms & Conditions of EOI, failing which Director, ESI Health Care, Haryana is liable to cancel the agreement & de-empaneled the hospital. I have gone through and understood the enclosed draft of agreement.

Signatures

Dated

Name

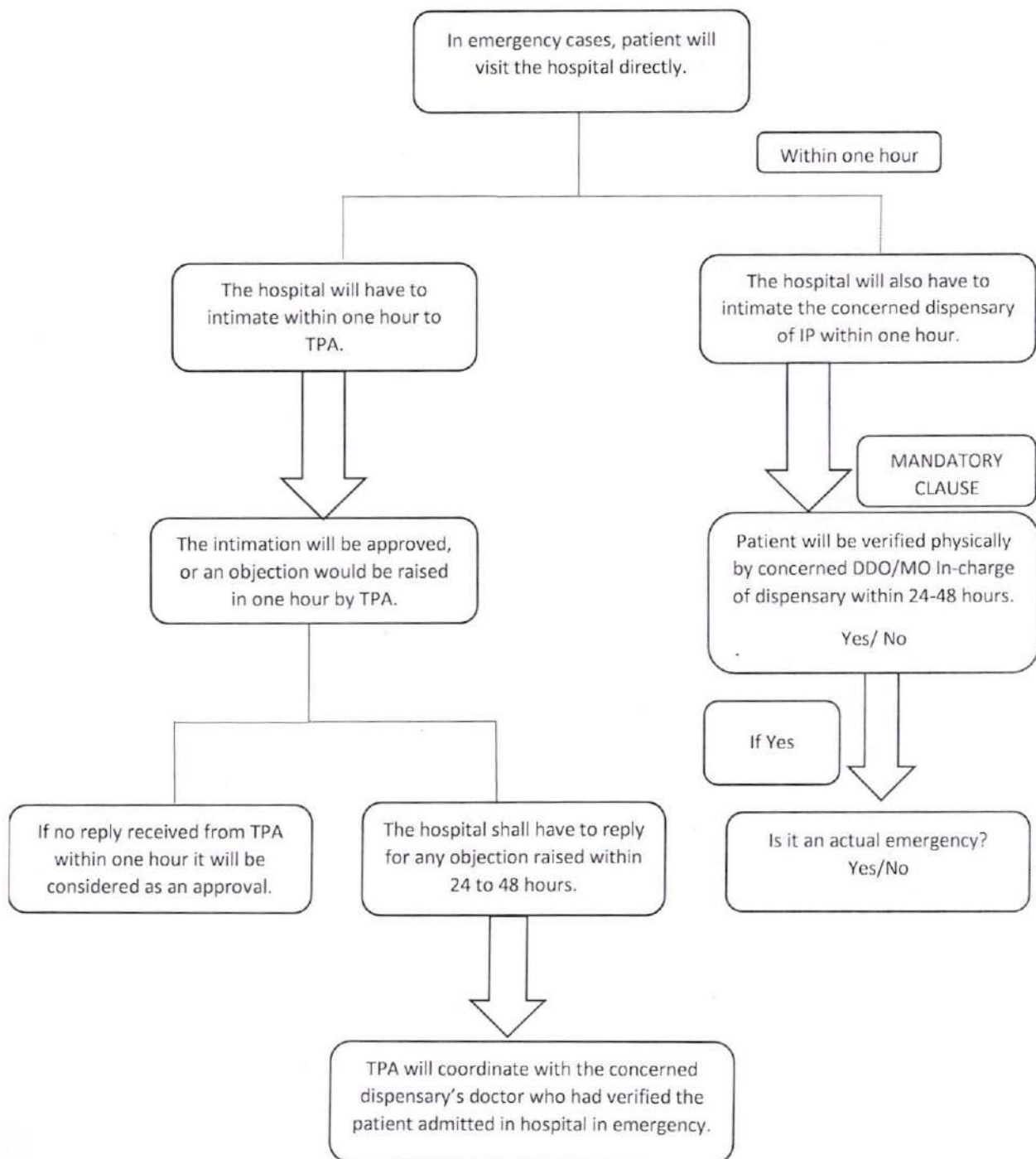
Place :

(with seal/rubber stamp)



Annexure XIV

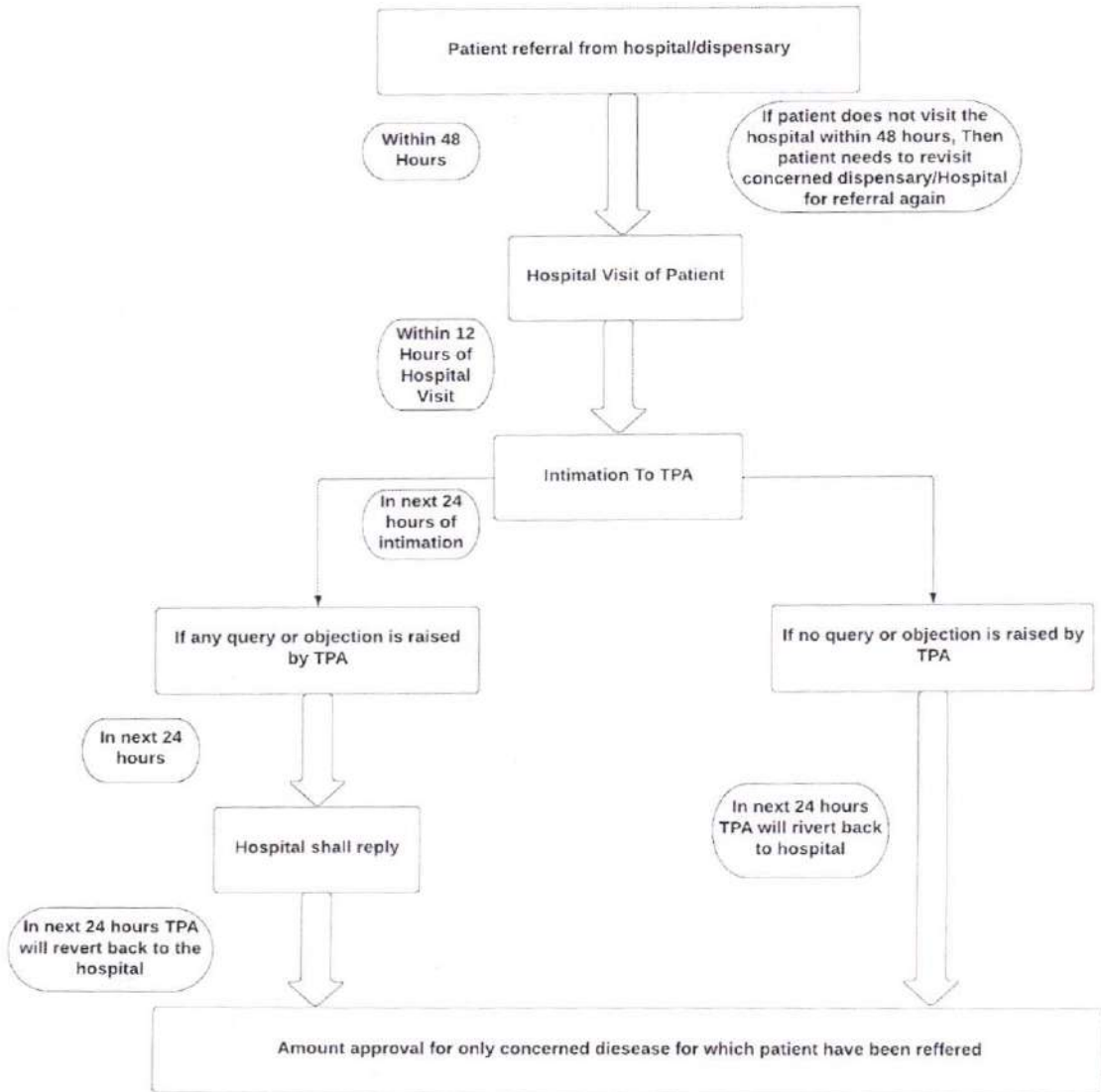
Revised TAT in Emergency Cases



*[Signature]*

*[Signature]*

For Case of referral from Dispensary/Hospital

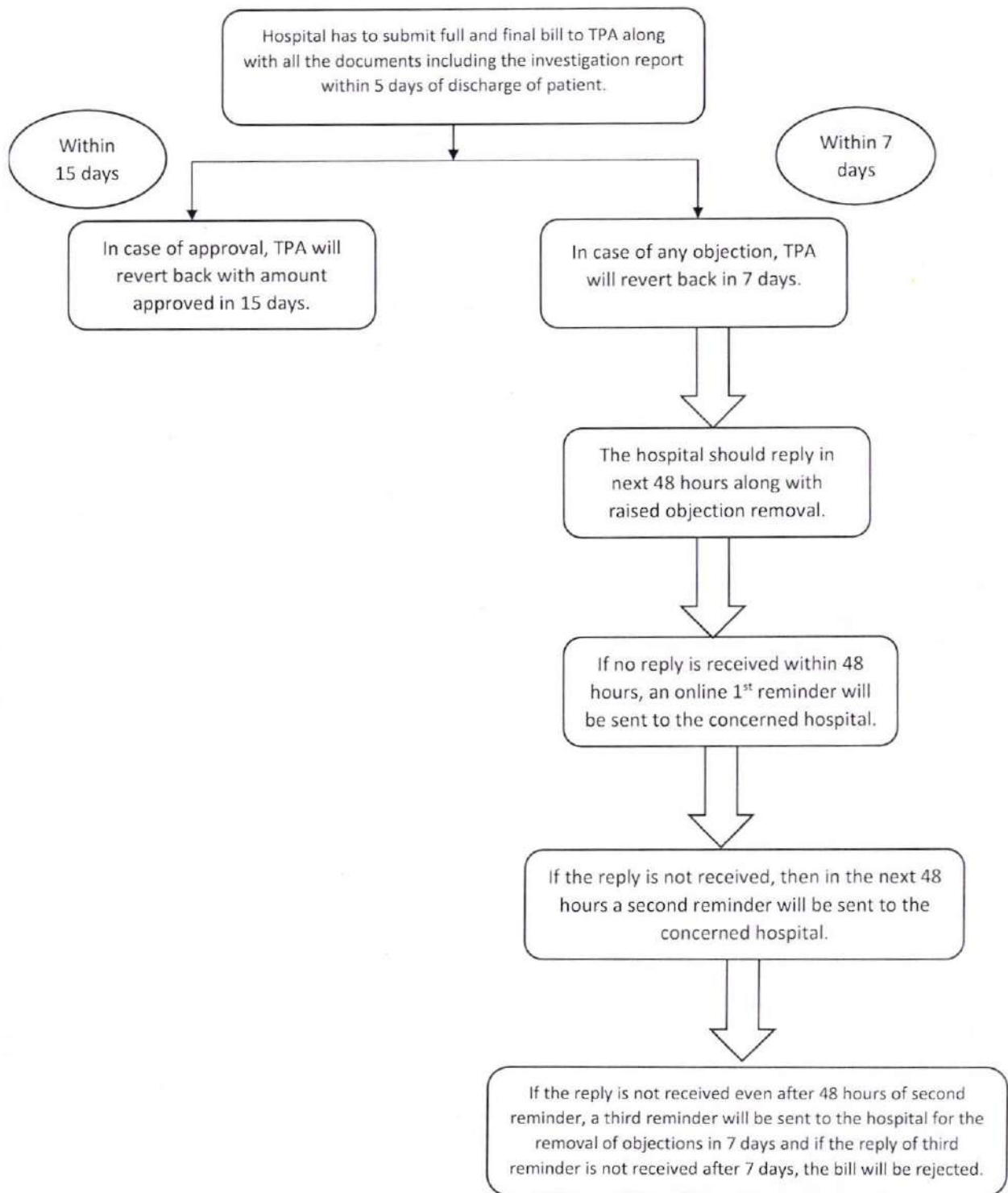


*[Handwritten signature]*

*[Handwritten signature]*



Revised TAT for Bill Submission



*[Handwritten signature]*

*[Handwritten signature]*