



Tender No. 18-D/25/14/02/14 M.H. Indore

Dated: 13/10/2017

Notice Inviting Expression of Interest to Empanelled reputed Diagnostic Centers IVF Centres, Specialised Eyecare Centre, Dental Services to provide Secondary Care to ESIC Beneficiaries in Indore

The Medical Superintendent ESIC Model Hospital and Occupational Disease Centre, Nandanagar, Indore-452 001 (M.P.) invites Expression of Interest (EOI) in sealed envelope from Government/Semi Government/CGHS approved/Private Hospitals/Diagnostic Centers of repute located in the city of Indore for empanelled to provide services to ESI beneficiaries on cashless basis. The services for the beneficiaries are to be provided at CGHS rates and applicable rules at the terms, conditions & guidelines issued by the ESIC from time to time. Expressions of interest (EOI) in sealed envelope complete in all respects should reach this office of ESIC Model Hospital and Occupational Disease Centre, Nanda Nagar, Indore-452 001 (M.P.) as per schedule given below:

Last date of receipt of EOI Documents	Date and time of opening of EOI	Place of submission of EOI documents/opening of EOI
08.11.2017 up to 1:00 PM	08.11.2017 on 2.30 PM	MS Cabin, ESIC Model Hospital, Nanda Nagar, Indore

Expression of interest (EOI) will be opened on 08.11.2017 in the office of the Medical Superintendent ESIC Model Hospital and Occupational Disease Centre, Nanda Nagar, Indore-452 001 (M.P.) at 2.30 PM. If request for proposal opening date happens to be a holiday, it will be opened on next working day. Applicant/authorized person may chose to be present at the time of opening of request for proposals.

1. DOCUMENT COST:-

The cost of EOI documents is non-refundable is Rs.1,000/- (Rs. One Thousand Only) which is payable in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of “ESI Fund Account No.1” payable at Indore to be submitted along with the EOI. The EOI must be submitted with Demand Draft in original alongwith the other required documents in sealed envelope.

2. DOCUMENT ACCEPTANCE:-

Duly completed EOI forms alongwith required annexure and necessary documents may either be dropped in person in the Tender Box kept at the office of The Medical Superintendent ESIC Model Hospital and Occupational Disease Centre, Nandanagar, Indore-452 001 (M.P.) or be sent by registered/speed post at the addressed mentioned above. The sealed envelope should be superscribed as “Expression of Interest for Empanelment of Hospital to provide IVF facility/Specialized Eyecare/OPD Dental to ESIC beneficiaries in Indore region. The applicant should mention the name of the sender on the envelope. All the papers including that are a part of EOI should be

signed and stamped by the authorized signatory on each page (the owner should give an authority letter in favour of authorized signatory and the same should be attached with the application format).

3. **SUBMISSION OF DOCUMENTS:-**

- I. Please ensure that, each page of the EOI document is downloaded and submitted in to with each page signed by the proprietor / partner / director / legally authorized person (due authorization to be enclosed, in case of authorized person).
- II. It will be out rightly rejected if any technical condition is not fulfilled.
- III. Attested photocopies of necessary certificates should be attached with EOI documents. Hospitals shall be informed about date and time of inspection, if required duly constituted committee.

4. **GENERAL TERMS & CONDITIONS:-**

- 4.1 The eligible IPs and beneficiaries of ESI Scheme are entitled for General Ward. The ESIC staff (serving & retired) and their dependents are to be provided treatment/ services as per their entitlement and as per CGHS norms (General Wards/Semi Private/Private Wards).
- 4.2 “Package rate” shall mean and include lump sum cost of in-patient treatment/day care/diagnostic procedure for which ESIC beneficiary has been permitted from time of admission to the time of discharge, including (but not limited to) (i) registration charges; (ii) admission charges; (iii) accommodation charges including patient’s diet; (iv) Operation charges; (v) Injection Charges; (vi). Dressing charges; (vii) Doctor/consultant visit charges; (viii) ICU/ICCU charges; (ix)Monitoring charges; (x) Transfusion Charges; (xi) Anesthesia charges; (xii) Operation Theatre charges; (xiii) Procedural charges/ surgeon’s charges/ Surgeon’s fee (xiv) Cost of surgical disposable and all sundries used during Hospitalization; (xv) Cost of medicines; (xvi) Related routine and essential investigations; (xvii) Physiotherapy charges etc. (xviii) Nursing care and charges for its services and all other incidental charges related thereto.
- 4.3 Package rate does not include the cost of implant/stent/grafts/appliances etc. The reimbursement for implant etc. shall be as per CGHS ceiling rate for implant/stent/grafts etc. In case, rates for implant/stents/grafts do not exist in CGHS rate list, then 15% discount shall be available on MRP mentioned in the receipt with the pouches. The pouches/stickers etc. attached should duly be verified by the treating doctor and the specifications should match with those mentioned in Discharge Slip and receipt/invoice after prior approval of the competent authority.
- 4.4 In case of conservative treatment/where there is no package rate, the above-mentioned items are admissible as per CGHS or at 15% discount on as per actual if CGHS rates do not exist. However, food supplements and cosmetic items shall not be reimbursed.
- 4.5 In case of the Hospital rates for treatment procedure/test are lower than CGHS rates, the charges will be paid as per actual.
- 4.6 The Hospital must certify that they shall charge as per CGHS Rates and the rates charged by them are not higher than the rates being charged from other patients who are not ESIC Beneficiaries.
- 4.7 The tie-up Hospital shall raise the bills on their Hospital letterheads as per the terms and conditions of ESIC. Efforts will be made by ESIC to make payments

at the earliest, once the bills are cleared by ESIC and/or the Bill Processing Agency (UTI – ITSL) engaged by ESIC and hard copies of the bills received are in order. Incomplete bills in any form shall not be processed and shall be returned. Tie-up Hospital shall respond to queries raised by ESIC/ UTI-ITSL within the time frame as specified in online module of the Bill Processing Agency or in the formal communication issued by ESIC/ESIS. The responsibility of non-payment due to late response or no response will solely lie on the concerned tie-up Hospital.

- 4.8 The empanelled centre shall honor permission/referral letter issued by competent authority (MS of ESIC Hospital or any other competent authority specified by ESIC) without delay and provide treatment/ investigation facilities as per referral format on priority basis. The tie-up Hospital will provide medical care on cashless basis as specified in the referral letter. If tie-up Hospital feels the necessity of carrying out any additional treatment/procedure/investigation in order to facilitate the procedure for which the patient was referred, the requisite permission for the same is to be taken from the referring authority either through e-mail, fax or telephonically (to be confirmed in writing at the earliest). Otherwise, payment for the same will not be made.
- 4.9 During the inpatient treatment/OPD Consultation/ Investigation of ESIC beneficiary, the Hospital will not ask the IP/beneficiary/attendant to purchase any item like the medicines/sundries/equipment or accessories etc.
- 4.10 If one or more minor procedures form a part of major treatment procedure, then package charges would be permissible for major procedure and only 50% of charges admissible for other procedures in same setting.
- 4.11 Any legal liability out of such services shall be sole responsibility of and shall be dealt with the concerned empanelled Hospital/centre.
- 4.12 ESIC reserves the right to prescribe/ revised rates for new or existing treatment procedure(s)/investigation(s) as and when CGHS revises the rate or otherwise.
- 4.13 Cashless treatment/services shall be provided to only those ESI beneficiaries who have been referred to ‘Tie-up’ Hospitals following the referral procedure of ESIC referral system. Patients going to tie-up Hospitals directly without being referred as such by ESI system shall not be normally eligible for cashless services.
- 4.14 All the drugs/dressings used during the treatment of the patient should be of generic nature as far as possible, and approved under IP/BP USP/FDA Pharmacopoeia or on DG ESIC or CGHS rate contract. If branded items are to be used, the justification of the same be mentioned in discharge slip of the patient. Any drug/dressings not covered under any of these pharmacopoeia will not be reimbursed.
- 4.15 It shall be mandatory for tie-up Hospital to send the details of admitted patients on daily basis to the Medical superintendent on e-mail address <ms-indore@esic.in> and the Referring Authority as per prescribed format, failing which action may be initiated as deemed fit.
- 4.16 The specimen signatures of the authorized signatory (Nodal Officer nominated by the empanelled Hospital) duly certified by the competent authority shall be submitted to all ESIC and UTI-ITSL the same should be displayed at the reception of the empanelled Hospital Any change in authorized signatory, shall be promptly intimated by the tie-up Hospital to referring Hospitals, and UTI-ITSL.

- 4.17 A committee constituted by Medical Superintendent ESIC Model Hospital and Occupational Disease Centre, Nanda Nagar, Indore-452 011 (M.P.) or any person authorized for this purpose may visit the Hospital prior to and after the empanelment to check the quality of services and other necessary certification. Due support must be given to all the committee members.
- 4.18 As far as Chemotherapy drugs are concerned, the anti cancer drugs available in India Pharmacopeia British Pharmacopeia or US Pharmacopeia and DG-ESIC Rate Contract, Shall only be reimbursed. The drugs which are not available in any of the standard Pharmacopeia will not be reimbursed. Wrappers of costly medicines (costing more that Rs. 5,000/- with concerned case sheet copy) must be submitted by the hospital /center along with the bill.
- 4.19 Empanelment shall be initially for a period of two years, which may be extended for another one year with mutual consent.
- 4.20 The center should be registered with state govt. /local body where ever applicable.
- 4.21 The center should comply with all statutory requirements including Bio medical waste management, ESIC, EPFO, Labour Laws etc.
- 4.22 The Centre should have fire clearance certificate/ certificate by authorized third party regarding the details of fire safety mechanism as in the place in the empanelled Hospital.
- 4.23 The center must certify that they are fulfilling all special conditions that have been imposed by any authority in lieu of special land allotment or custom duty exemption.
- 4.24 The Hospital must agree for implementation of EMR (electronic medical recorded)/ HER (electronic health record) as per standards notified by Ministry of Health and Family Welfare, Govt. of India within one year of their empanelment (if not already implemented).
- 4.25 ESIC reserves the rights to accept/ reject one or all applications at anytime without assigning reasons thereof.
- 4.26 “Force majeure” will be applicable to both the parties.
- 4.27 Any medico legal issue arising during the period of empanelment will be the responsibility of the empanelled Hospital.
- 4.28 Any difference or dispute arising during the period of empanelment will be submitted for arbitration as per agreement.
- 4.29 Courts at Indore shall have the exclusive jurisdiction to deal with legal issues/disputed arising out of the functioning of the empanelled Hospital.
- 4.30 It shall be the duty and responsibility of the centre at all times, to obtain, maintain and sustain the valid registration and high quality & standards of its services and healthcare and to have all statutory/mandatory licenses, permits and approvals of the concerned authorities as per the existing laws.
- 4.31 Display board regarding cashless facility for ESI beneficiary should be displayed at prominent location/places of the Hospital.
- 4.32 The list of necessary documents required to be carried by ESI patient/attendant for treatment/investigation at the Empanelled Hospital/Diagnostic Centre must be displayed on the board. A help desk shall be there for facilitation of ESI beneficiaries. Official of Hospital will be nominated as ESI Nodal Officer to work as SPOC for ESI beneficiaries.
- 4.33 The center will have to follow the direction/instruction of ESIC regarding procedure of referral and presenting of bills.

- 4.34 The Hospital should be ready to present bills as per the procedure to be adopted online as required by Bill Processing Agency engaged by ESIC.
- 4.35 Procedure of referral for routine and emergency case to be followed as per ESIC Operational Manual, 2015 for SST and other guidelines issued by ESIC Headquarters' Office from time to time.
- 4.36 In case of any other/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 must be taken from the referring center either through e-mail, fax or telephone (to be confirmed in writing at the earliest).
- 4.37 The referred Hospital has to raise the bill as per the agreement on the standard Proforma of ESIC alongwith supporting documents within 7 days of discharge of the patient giving account number and RTGs number etc.
- 4.38 The tie-up Hospital will not charge any money from the patient/ attendant referred by ESI system or any treatment/procedure/investigation carried out. If it is reported that the tie-up Hospital has charged money from the patient then action may be taken against the concerned tie-up Hospital for de-empanelment/black listing.
- 4.39 During the Inpatient treatment of ESI beneficiary, the empanelled Hospital/ Diagnostic Centre will not ask the attendant to provide separately the medicine/sundries/equipment or accessories from outside and will provide the treatment within the package rates, fixed by the CGHS which includes the cost of all the items.
- 4.40 The empanelled centre will send hard copy of the bills alongwith necessary supportive documents to the Referring Authority as soon as but not later than 7 days after discharge/investigation of patient for further necessary action. The bills received after more than Seven days shall not be entertained. The details of documents to be submitted alongwith the bill are as follows:-
- a. Copy of the discharge slip incorporating brief history of the case, diagnosis, details of procedure done, reports of investigations, Discharge summary, original receipts of medicines/original tax invoices of implants, stickers of implants, attested operation / procedure notes, indoor papers, original referral letter, permission letter, feed-back form, doctors prescription slip and pharmacy cash memos duly signed & stamped by treating Doctor, Discharge slip should be accompanied with the copy of the case sheet. The discharge slip should have signature of the beneficiary/attendant and treating consultant in original also with his/her stamp.
 - b. Medicines bill duly verified by treating doctor and chemist/store In-charge. A certificate stating that it is certified that the drugs used in the treatment are in the standard pharmacopeia- IP/BP/USP/FDA (tick whichever is applicable). Wrappers of costly medicines (costing more than Rs.5,000/- /equipments, treatment given and advised shall be submitted by the hospital/center alongwith the bill. The CD of procedure/MRI/CT Scan/X-ray film etc. is required with each and every bill, if it is done.
 - c. Report of investigations in original duly verified.
 - d. Original bills of implants/devices etc. duly verified by the treating consultant should be attached. The bill should have detail of the implant/device i.e. batch number size, quantity, expiry date, Stickers of implants duly verified by the treating consultant should be attached.
 - e. Dependency certificate in case of Family Member.

- f. TDS will be deducted as per Income Tax Rules, for which PAN/TAN shall be provided by empanelled hospital/centre.
 - g. The prescribed forms duly filled and signed, as required therein.
 - h. Patient Satisfaction Form (PVI).
- 4.41 Empanelled Hospital/Centre shall comply with all the directions in connection with medical services for ESI beneficiaries issued from time to time by M.S. Office/ESIC Headquarters' Office.
- 4.42 Patient will be referred with Permission/Referral letter signed by the competent authority/referral committee. The cases referred outside normal working hours (Emergency cases) will be signed by Casualty Medical Officer of ESIC/ESIS Hospitals and it will be responsibility of the Empanelled centres to get it signed by Medical Superintendent/Incharge of ESIC/ESIS Hospital/Referral Authority on the next working day.
- 4.43 In case of any natural disaster/epidemic, the centre shall have to co-operate fully with the ESIC and will convey/reveal all the required information, apart from providing treatment to the ESI beneficiary patient only for the condition for which they are referred with permission, and in the specialty and/or for purpose for which they are approved by ESIC. In case of unforeseen emergencies of these patients during admission for approved purpose / procedure, necessary life saving measures may be taken and concerned authorities may be informed accordingly afterwards with justification for approval.
- 4.44 The tie-up hospital will not refer the patient to other specialist / other hospital without prior permission of ESI authorities / Authorized Officer.
- 4.46 Feedback / Patient Satisfaction form duly signed by admitted referred patient/ attendant must be attached along with the bills, failing which bills shall not be processed and shall be returned.
5. **IVF NOTE:-**
- 5.1 Selection of cases will be done at ESIC MH & ODC Nanda Nagar Indore (M.P.) as per CGHS Norms.
 - 5.2 Preference will be given to those Hospital/Center, which are already empanelled to any other CGHS Hospital/center.
 - 5.3 If any legal issues arises among the cases during procedure / treatment, it will be the sole responsibility of the tie up hospital, ESIC will not handle any legal issue arises with the IVF Procedure.
 - 5.4 All rules applicable as per CGHS guidelines.
6. **Specific terms & conditions:**
- 6.1 The scope of services to be covered under Secondary Care Services.
 - 6.2 The Hospital must have the capacity to submit all claims / bills in electronic format to the ESIC and must also have dedicated equipment, software and connectivity for such electronic submission.
 - 6.3 The hospital must give an undertaking accepting the terms and conditions spelt out in the Memorandum of agreement, which will be read as part of this document.
 - 6.4 The Hospital must certify that they shall charge as per CGHS rates/ ESIC terms and conditions and that the rates charged by them are not higher than the rates being charged from their other patients who are not ESI Beneficiaries.

- 6.5 The Hospitals must certify that they are fulfilling all special conditions that have been imposed by any authority in lieu of special concessions such as but not limited to concessional allotment of land or customs duty exemption.
- 6.6 The Hospital must agree for implementation of EMR/HER as per the standards notified by Ministry of Health & Family Welfare within one year of their empanelment.
7. Criteria for de-empanelment:
De-empanelment of the Hospital can be made due to any one of the following reasons:
- 7.1 Rendering unwillingness to continue in the panel.
- 7.2 Due to unsatisfactory services and proven case of malpractice or misconduct/ medical negligence.
- 7.3 Refusal of entitled services to ESI beneficiaries.
- 7.4 Undertaking un-necessary procedure(s) in patients referred for IPD/OPD management/ investigation purpose.
- 7.5 Prescribing un-necessary/untested drugs/tests while the patient is under treatment.
- 7.6 Carrying out drug trials on ESI beneficiaries.
- 7.7 Over-billing of the procedures/treatment/investigations undertaken.
- 7.8 Reduction in number of full-time experienced consultants/ staff/ infrastructure/ equipments etc. after the Hospital has been empanelled.
- 7.9 Non-submission of the report, habitual late submission or submission of incorrect data in the report.
- 7.10 Refusal to provide cashless treatment to eligible ESIC beneficiaries and instead asking them to pay.
- 7.11 The Hospitals which are not NABH and NABL accredited and have been empanelled provisionally on the basis of fulfilling the criteria and submission of affidavit that the information provided has been correct and in the event of failure to get recommendation from NABH/NABL as the case may be, which must preferably be done within a period of 6(six) months but not later than one year of their empanelment, the name of empanelled Hospital may be removed from the panel of ESIC.
- 7.12 The de-empanelled by CGHS or any other Government or Public Sector Organization.
- 7.13 Discrimination against ESI beneficiaries vis-à-vis general patients.
- 7.14 Death of owner/change of ownership, location of business place or the practice place, as the case may be, if not approved by the Competent Authority
- 7.15 If the owner gives the establishment on lease to any other agency without the consent of ESIC.
- Note: Once any hospital is de-empanelled, the MOU with that Hospital shall stand terminated from the date of de-empanelment. Such Hospital will be debarred for empanelment for a period of two years. If the Hospital is black-listed, it can be de-barred from empanelment for a period of three years.
- 8.00 **Indemnity:** The Hospital shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims and/or demand brought or made against anything done or purported to have been done by the Hospital in execution of or in connection with the services under this Agreement and against any loss or damage to the ESIC in consequence to any action or suit being brought against

ESIC, along-with (or otherwise), Hospital as a party for anything done or purported to be done in the course of the execution of this Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify ESIC from all demands or responsibilities arising from accidents or loss of life, if any, the cause or result of which is attributable to the Hospital's negligence or misconduct and / or other action. ESIC may at its discretion and shall always be entirely at the cost of the tie-up Hospital defends such suit, either jointly with the tie up Hospital or separately in case the latter chooses not to defend the case. The Hospital center will have to follow the direction/instruction of ESIC regarding procedure of referral and presenting of bills.

9.00 **Arbitration:** If the dispute or difference of any kind what so ever (the whereof is not being otherwise provided for) shall arise between the ESIC and the Empanelled Center upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the the Madhya Pradesh who will give written award arbitration by the Medical Superintendent, ESIC Model Hospital, Nanda Nagar, Indore (Madhya Pradesh) who will give written award of the decision to the Parties. Arbitrator will be appointed by the Medical Superintendent, ESIC Model Hospital, Nanda Nagar, Indore (Madhya Pradesh). The decision of the Arbitrator will be final and binding. The provision of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at office of Medical Superintendent, ESIC Model Hospital, Nanda Nagar, Indore (Madhya Pradesh). Any legal dispute will be settled in Indore Jurisdiction only.

10.00 **Miscellaneous:**

- a. The applicant or his representative should be available/ approachable over phone and otherwise on all the days.
- b. In emergencies, the centre should be prepared to inform Reports over the telephone/e-mail.
- c. Duly constituted Committee members may visit the hospital/centre at any time either before entering into Contract or at any time during the period of contract. The applicant shall be prepared to explain/demonstrate to the queries of the members.
- d. Nothing under the Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principle and Agent between the ESIC and Empanelled Center.
- e. The empanelled Hospital / Center shall not represent or hold itself out as an agent of the ESIC. The ESIC will not be responsible in any way for any negligence or misconduct of the Empanelled Center and its employees for any accident, injury or damage sustained or suffered by any ESIC beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.
- f. The Empanelled Hospital/Center shall notify the ESIC of any material change in their status and their shareholdings or that of any Guarantor of the Empanelled Hospital/Center in particular where such change would have

- been an impact in the performance of obligation under this Agreement.
- g. The Agreement can be modified or altered only on written Agreement signed by both the parties.
 - h. Should the Empanelled Hospital/Center wind up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Empanelled Hospital/Center or their heirs and legal representatives from their liability in respect of the services provided by the Empanelled Center during the period when the agreement was in force. The Empanelled Center shall bear all expenses incidental to the preparation and stamping of the Agreement.

11.0 **Notice:**

- i. Any notice given by one Party to other pursuant to the Agreement shall be sent to other party in writing by Registered Post at the official address given in Expression of Interest (EOI) form.
- 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.

12. **Duties and responsibilities of empanelled Hospital/Centre:**

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 of 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.

13. **Duration:**

The agreement shall remain in force for a period of two years and may be extended for subsequent period (if satisfactory services are rendered to our ESI beneficiaries) all the sole discretion of the Medical Superintendent, ESIC Model Hospital & ODC, Nanda Nagar, Indore subject to fulfillment of all terms and conditions of this agreement and with mutual consent. Agreement would be signed on Stamp paper of appropriate value before starting the services. Cost of Stamp-paper and incidental charges related to agreement shall be borne by the Empanelled centre. Agreement will be effective from the date of signing of the agreement. The renewal is not by right but will be at the sole discretion of Medical Superintendent, ESIC Model Hospital & ODC, Nanda Nagar, Indore. If applying for renewal the request letter should reach the Medical Superintendent, ESIC Model Hospital & ODC, Nanda Nagar, Indore 3(three) months prior to the date of expiry of empanelment.

14. **Liquidated Damages:**

Empanelled centre shall provide the services as specified by the ESIC under terms & conditions of this document, which will mutatis mutandis be treated as part of the agreement. In case of violation of the provisions of the agreement by the empanelled centre there will be forfeiture of payment of the incoming/pending bills. For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / further bills of the Hospital and the ESIC shall have exclusive right to terminate the contract at any time, besides other legal action.

15. Termination for Default:

The Medical Superintendent, ESIC Model Hospital & ODC, Nanda Nagar, Indore may without prejudice to any other remedy or recourse, terminate the contract in following circumstances.

- a. If the Hospital fails to provide any or all of the services for which it has been empanelled within the period(s) specified in the Agreement, or within any extension period thereof if granted by the ESIC pursuant to condition of Agreement.
- b. If the Hospital fails to perform any other obligation(s) under the Agreement.
- c. If the Hospital, in the judgment/opinion of the ESIC is engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- d. If the Hospital fails to follow the extant instructions and / or guidelines issued by the ESIC as and when required.
- e. If the Hospital is found to be involved in or associated with any unethical illegal or unlawful activities, the AGREEMENT will be summarily suspended by ESIC without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply, if any, received within 10 days of the receipt of show cause notice. Terms and conditions can be modified on sole discretion of the First Party only.

16. Notice required before termination of agreement/empanelment by the hospital/centre:

The empanelled Hospital/Center will not terminate the agreement without giving a notice of minimum 3(three) months, failing which appropriate action as deemed fit and proper; including withholding of any payment due to them may be taken.

17. 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 empanelled hospital with prior approval of the referring authority.

Dr. -----
Medical Superintendent

APPLICATION FORMAT FOR EXPRESSION OF INTEREST FOR EMPANELMENT

1.	Name of the Centre	:	
2.	Name of the city where Hospital is located	:	
3.	Address of the Hospital	:	
4.	<u>Telephone/Fax/E-mail:</u> Telephone Number	:	
	Fax	:	
	E-mail Address	:	
	Name and contact details of Nodal persons	:	
5.	Details of application fee draft of Rs.1,000/-	:	
	Name & Address of the Bank	:	
	Demand Draft Number	:	
	Date of issue	:	
6.	Account details	:	
	Bank Account Number	:	
	IFSC Code	:	
	PAN/TAN Number (attach a copy of cancelled cheque and documents in support of PAN/TAN number)	:	
7.	<u>Approved by:</u>	:	
	a. CGHS/State Govt./ESIC/PSU with validity period	:	
	b. NABH/NABL accredited with validity period	:	

Date :
Place :

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Name and signature of Proprietor/Partner/
Director/Legally Authorized Signatory

Certificate of Undertaking
(On a Non-Judicial Stamp Paper of Rs.100)

1. It is certified that particulars given in the Application Form and in the other documents are correct and the eligibility criteria are satisfied.
2. The Hospital shall provide cashless facilities to all ESI beneficiaries referred through proper ESIC referral system.
3. The Hospital shall not charge higher than the CGHS notified rates or the rates charged from other patients who are not ESI beneficiaries.
4. That the rates have been provided against a facility/procedure/investigation actually available and performed within the organization.
5. That the Hospital also has the capability to submit the bills electronically in digital format and that all billing will also be done in the electronic format required by ESIC.
6. That the Hospital has not been de-empanelled/de-recognized or blacklisted by CGHS or any other State Government other organizations.
7. That the Hospital will pay damages to the ESI beneficiary or the ESIC Staff, if any injury, loss of part or death occurs due to gross negligence of the Hospital
8. That no investigation by the Central Government/State Government or any other statutory investigation agency is pending or contemplated against the Hospital.
9. The Hospital agrees to all the terms and conditions prescribed in EOI.
10. The Hospital is fulfilling all special conditions imposed by the Government Authorities.
11. The Hospital agrees to implement EMR (Electronic Medical Record) & HER (Electronic Health Record) as per the standards approved by MOHFW within one year or its implementation (if not already implemented).
12. That, if any information is found to be untrue any time before and during the period of empanelment, the Hospital would be liable for de-recognition by ESIC. The Hospital/organization will be liable to pay compensation for any financial loss caused to ESIC or physical/mental injuries to its beneficiaries.
13. All the papers of EOI documents and all the papers along-with EOI document have been signed and stamped on each page by the authorized person.
14. The Hospital undertakes to abide by norms of Pollution Control Board for bio-medical waste management.

Date :
Place :

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Name and signature of Proprietor/Partner/
Director/Legally Authorized Signatory

Documents to be submitted alongwith Application and EOI document

1. Application in the prescribed format (Duly filled-in and signed on each page);
2. Certificate of undertaking (in the prescribed format);
3. EOI document complete in all respects with each page serially numbered, signed and stamped by the authorized signatory;
4. Authority letter in favour of person applying on behalf of organization;
5. State registration certificate / Registration with Local bodies, wherever applicable;
6. Affidavit of not being blacklisted or de-recognized by any Government Agency/Organization;
7. List of Hospital rates for the procedure and investigations (unlisted/Non-CGHS) (The rates shall be valid for atleast two years from the date of empanelment);
8. Copy of cancelled cheque with mention of Valid Account number and IFSC code; and
9. Copy of PAN Card.

Date :

Place :

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Name and signature of Proprietor/Partner/
Director/Legally Authorized Signatory