



**DIRECTORATE (MEDICAL) DELHI
E.S.I. SCHEME : E.S.I. DISPENSARY COMPLEX,
(NEAR WORKS DEPTT.: OPP. POLICE POST)
TILAK VIHAR : NEW DELHI – 110 018.**

No.....

Dated:2009

Sub: Invitation to tender and Instructions to Tenderers for provision of Haemodialysis services at their Hospitals/ Institutes in r/o ESI beneficiaries.

Note: The envelope containing the tender as well as subsequent communications should be addressed and delivered to: The Director (Medical) Delhi ESI Scheme, Dispensary Complex, Opp. Police Post, Tilak Vihar, New Delhi- 110018.

All communications must be addressed to the officer named above by title only and not by name.

From: The Director (Medical) Delhi ESI Scheme, Dispensary Complex, Opp. Police Post, Tilak Vihar, New Delhi- 110018.

To,
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.....
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Dear Sir,

I invite you to tender for Haemodialysis procedure at your Hospital/ Institute for patients/beneficiaries covered under ESI Scheme Delhi/ New Delhi/Noida as per the specifications & terms & conditions of contract which will govern any contract made, are here under and in the general & special conditions of contract as per annexure –I & II attached to this tender invitation. If you are in a position to quote for provision of Haemodialysis services at your centre in accordance with requirements stated in this tender document and annexure- I and II attached to tender invitation, please submit your quotation to this office.

PREPARATION OF TENDER

- (a) The Annexure-I & II should be returned intact whether you are quoting for any item or not. If any item in the schedule is not being tendered for, the

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corresponding space against the item should be defaced by some such words as “not quoting.”

- (b) In the event of the space on the Part-C Annexure - II being insufficient for the required purpose additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be fully signed by you. In such cases reference to the additional pages must be in the Tender Form.
- (c) If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.

3. SIGNING OF TENDER

- (a) The tender is liable to be ignored if complete information is not given therein or if, the particulars and date (if any) asked for in the Annexure 1 & II to the Tender are not fully filled in. Particular attention may be paid to the particulars referred to in the conditions of contract so as to comply with them.
- (b) Individuals signing tender or other documents connected with the contract must specify :
 - (i) Whether signing as a “Sole Proprietor” of the firm or his attorney.
 - (ii) Whether signing as a “Registered Active Partner” of the firm or his attorney.
 - (iii) Whether signing for the firm “Per Procurationem.”
 - (iv) In the case of companies and firms registered under the Indian Companies Act or Indian Partnership Act the capacity in which signing, e.g. Secretary, Manager, Partner etc. or their attorney and produce copy of document, empowering him to do so, if called upon to do so.

Note : In case of unregistered firms all the members or all attorneys duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

4. DELIVERY OF TENDER

The original copy of Tender alongwith requisite Demand Draft/Pay Order towards Earnest Money Deposit, the Declaration Form and Annexure 1 and II duly completed and signed as also the related documents should be enclosed in a double cover. The inner cover should be sealed and address by designation to the undersigned. At the top of the inner cover the following words should be written in block letters.

“TENDER FOR HAEMODIALYSIS SERVICES.”

The outer cover should bear only address of this office without any indication that there is a tender within. The right to ignore any tender which fails to comply with the above instructions is reserved. Only one tender should be included in one cover **and should be dropped in the ‘Tender Box’ specifically kept for the purpose at the indicated place in the premises of this Directorate.**

5. LATEST HOUR FOR RECEIPT OF THE TENDER

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Your tender must reach this office not later than 1.00 P.M. on the date of opening of the tender stated in the Annexure- II to tender. In the event of the said date of opening of the tender being declared a closed holiday for Government offices, the date of opening of the tenders will be the next working day.

6. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN

- (i) All tenders should remain valid for acceptance for a period of 1 year from the date of finalization of the tender.
- (ii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance' 'subject to prior empanelment' etc. will not be considered.

7. OPENING OF TENDER

All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender by the undersigned at the time and date as specified in the schedule.

8. INSPECTION OF HOSPITAL/INSTITUTE FOR EMPANELMENT

Tender shall be finalized after inspection of the Haemodialysis and related services/equipment and facilities available at your Centre by Director (Medical) Delhi or his/her agent/Committee constituted by him/her in this behalf. If the services/facilities/equipment is/are not found to be satisfactory at the time of inspection of your hospital/Institute, your tender shall be liable for rejection and the decision of the Director (Medical) Delhi will be final and legally binding.

9. EMPANELMENT ON ZONAL/DE-CENTRALIZED BASIS :-

E.S.I. Scheme would like to make the empanelment of Centres for haemodialysis services on zonal and de-centralized basis and, therefore, may consider, at its discretion, empanelment of more than one Centres for dialysis facility with a view to make the facility available to E.S.I. beneficiaries near to their place of residence.

The Director (Medical) Delhi does not pledge himself/herself to accept the lowest or any tender and reserves to himself/herself the right of accepting the whole or any part of the tender or portion of services offered and you shall provide the offered services at the rates quoted or agreed upon, as the case may be, between you and the Director (Medical) Delhi.

Acceptance by the competent authority will be communicated to you by post and the instructions contained in the letter should be acted upon immediately.

Yours faithfully,

DIRECTOR (MEDICAL) DELHI.

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ANNEXURE - 1

1. DEFINITIONS :

In the interpretation of the contract and the general and/or special condition governing it, unless the context otherwise requires :-

- a) The term 'Contract' shall mean the invitation to tender, the instructions to tenderer, acceptance of the tender schedule, particulars' hereinafter defined and those general and special conditions that may be added. A formal Agreement will be executed by E.S.I. Scheme, Delhi/New Delhi with the successful tenderes found eligible for empanelment at a later stage.
- b) The term 'Contractor' shall mean the person, firm or company with whom the order for provision of Haemodialysis services is placed and shall deem to include the contractor's successors (approved by the E.S.I. Scheme) representatives, heirs, executors and administrators unless excluded by the contract.
- c) 'Contract price' shall mean the sum accepted or the sum calculated in accordance with the prices accepted by or on behalf of the purchaser.
- d) The term "Corporation" shall mean the Employees' State Insurance Corporation.
- e) The term "Purchaser" shall mean Director (Medical) Delhi, his successors or assigns and/or any other officer authorized for the time being to execute contract relating to the provision of Haemodialysis services in r/o ESI beneficiaries.
- f) The term "inspection committee" shall mean the committee of Officers, Medical Officers and specialists constituted by the Director (Medical) Delhi for inspection of the centres for their empanelment under ESI Scheme.
- g) Unless decided otherwise by the Director (Medical) Delhi, the referral/billing authorities will be as mentioned below :-
 - i) Director (Medical) Noida, E.S.I. Scheme, Hospital Complex, Sector – 24, NOIDA – 201 301.
 - ii) The Medical Superintendent, E.S.I. Hospital, Basaidarapur, New Delhi – 110 015.
 - iii) The Medical Superintendent, I.G. E.S.I. Hospital, Jhilmil, Delhi – 110 095.
 - iv) The Medical Superintendent, E.S.I. Hospital, Sri Maa Anandmayee Marg, Okhla Phase – 1, New Delhi – 110 020.
 - v) The Medical Superintendent, E.S.I. Hospital, Sector – 15, Rohini, Delhi – 110 085.

2. PURPOSE OF THE CONTRACT AND PARTIES TO THE CONTRACT:

The parties to the contract which is for the provision of Haemodialysis services at the centres of the tenderers are the contractor and purchaser i.e the Director (Medical) Delhi, ESI Scheme Delhi/New Delhi.

3. NOTICE ON BEHALF OF PURCHASER:

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Notice on behalf of the purchaser, in connection with the contract, may be given by any officer referred to in clause I (e) dealing with the contract.

4. AUTHORITY OF PERSON SIGNING DOCUMENT:

A person signing the Tender Form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, that Director (Medical) Delhi may without prejudice to other Civil and criminal remedies cancel contract and hold the signatory liable for all cost and damages.

5. RESPONSIBILITY FOR EXECUTING CONTRACT:

The contractor shall be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions of the contract.

6. SUBLETING OF CONTRACT:

The contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Director (Medical) Delhi. In the event of the contractor contravening this condition the Director (Medical) Delhi, be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage which the Director (Medical) Delhi, may sustain in consequence or arising out of such replacing of the contract, in addition to any other action as may be deemed fit by the Director (Medical) Delhi under the provisions of the Contract/Agreement.

7. EARNEST MONEY:

The tenderer shall have to deposit Earnest Money as indicated in annexure- II alongwith their tender failing which the tender is liable to be rejected outrightly. The earnest money may be deposited in form of Pay Order/ Demand Draft in favour “ ESI Fund Account No.- I, D(M) Delhi” payable at Delhi and should be attached with the tender. Cheques will not be accepted towards the Earnest Money. In the event of withdrawal/ revocation of tender before its finalization the earnest money shall stand forfeited.

In the event of acceptance of the tender the Earnest Money shall be adjusted towards the amount of security required to be deposited by the contractor in terms of clause 8 (a) below. The earnest money will, however, be returned without interest to the tenderer whose tender is not accepted.

8. SECURITY DEPOSIT:

- (a) On acceptance of the tender, the earnest money already deposited will be treated as security money deposit for fulfillment of the terms and conditions. Additional amount of security money deposit may be also be demanded if found necessary under the Rules after the finalization of the Tender. The Director (Medical) Delhi, E.S.I. Scheme, Delhi/New Delhi

shall on behalf of the Corporation be entitled to forfeit the security deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law.

- (b) If the contractor is called upon by the Director (Medical) Delhi to deposit Security and the contractor fails to provide the security within period specified such failure will constitute a breach of the contract and the Director (Medical) Delhi shall be entitled to make other arrangements at the risk and expense of the Contractor.
- (c) No claim shall lie against the purchaser either in respect of interest if any due on Security Deposits or depreciation in value.
- (d) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute “ No Demand Certificate” in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser which may have been issued to the contractor.

10. **NOTIFICATION BY CONTRACTOR:**

Any notice in writing shall be sent by the contractor to the DIRECTOR (MEDICAL) DELHI, E.S.I. SCHEME: DISPENSARY COMPLEX, (NEAR WORKS DEPTT.: OPP. POLICE POST) TILAK VIHAR : NEW DELHI – 110 018.

10. **INSPECTION OF HOSPITAL/INSTITUTE:**

The tenderer shall allow and assist the Inspection Committee at the time of inspection of the Centre for empanelment purpose. The tenderer shall pay all costs connected with any tests and provide without charge, all materials, tools, labour, information and assistance of every kind which the Inspection Committee may consider necessary for any test/examination on the tenderer's premises.

11. **RECOVERY OF SUMS DUE:**

Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recovery of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, if a security/earnest money is taken against the contract. In the event of the security/earnest money being insufficient or if no security/earnest money has been deposited by the contractor, then the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to contractor under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

12. **INSOLVENCY AND BREACH OF CONTRACT:**

The Director (Medical) Delhi may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- (i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency Act for the time being in force or shall make any conveyance

or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under Partnership Act, or

- (ii) If the contractor being a company shall pass a resolution or the courts shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager, or
- (iii) If the contractor commits any breach of this contract not herein specifically proved for:
Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure he is thereby put to but shall not be entitled to any gain on repurchased.

For the purpose of the contract including arbitrator proceedings thereunder, the Director (Medical) Delhi shall be entitled to exercise all the rights and Powers of the purchaser.

It may be noted that the unsuccessful tenderer will not be informed by the result of his tender.

DIRECTOR (MEDICAL) DELHI.

DECLARATION FORM

TENDERERS MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF THE FOLLOWING QUESTION

- 1. Name & address of the Centre
where facilities for Haemodialysis,
as quoted in the tender, are available.
- 2. Whether the Centre is approved by the
Government for running the services for
which the rates have been quoted.
(Enclose relevant certificate of approval in this regard)
- 3. Business name and constitution of tendering firm:
Is the firm registered under:
 - 1. The Indian companies Act, 1913?
 - 2. The Indian Partnership Act, 1932?
 - 3. Any act, if not, who are owners?
(Please give full names)

Dated the.....

Authorized Signatory

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ANNEXURE – II.

DIRECTORATE (MEDICAL) DELHI
E.S.I. SCHEME : E.S.I. DISPENSARY COMPLEX,
OPP. POLICE POST: TILAK VIHAR : NEW DELHI – 110 018.

Subject: Empanelment of Institutes/Hospitals for haemodialysis Services in respect of ESI Beneficiaries.

TERMS AND CONDITONS

1. PART – A

- 1.1 Quotations should reach the office of the Directorate (Medical) Delhi by 1.00 P.M on **29.9.09** and the tenders will be opened on the same day at 2.30 P.M. Quotations received late will not be entertained.
- 1.2 Tenders should be preferably in typed form and rates should be in words and figures. Any overwriting/cutting should be attested.
- 1.3 Draft worth **Rs. 50,000/- (Rupees fifty thousand only)** as earnest money deposit in favour of “**ESIC FUND ACCOUNT NO. 1, D(M)Delhi**” payable at Delhi must be enclosed with the quotation. Tender alongwith Demand Draft should be submitted in an envelope superscribed as “**TENDER FOR HAEMODIALYSIS SERVICES**”
Earnest money in r/o unsuccessful tenderers shall be refunded. But, EMD in r/o successful tenderers shall be retained as Security deposit for fulfillment of the Terms & Conditions of the contract.
A Pre-receipt for refund of EMD should also be enclosed with the tender.
- 1.4 The validity of the contract will be one year from the date of its commencement.
- 1.5 The Director (M) Delhi reserves the right to terminate the contract with any institution prior to its scheduled date of expiry in case the services of the centre are not found satisfactory and in case of breach of terms & conditions of the contract.
- 1.6 Rates should be valid at least for one year.
- 1.7 Payment will be made on monthly basis.
- 1.8 ESI patients should be given priority.
- 1.9 The quotation in the sealed envelope superscribed as “quotation for Haemodialysis” should be submitted in tender box kept in the premises of Directorate (Medical) Delhi office. Quotations dropped in tender box shall only be accepted. The quotations submitted by any other way shall be liable for rejection.
- 1.10 A self attested photocopy of PAN No. issued to the Institute/hospital by the Income Tax Department, should also be enclosed with the quotation.

2. PART – B

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- 2.1 At least four hours haemodialysis should be provided to all patients under normal circumstances.
- 2.2 Provision of R.O(Reverse osmosis) water supply for haemodialysis of patients is mandatory.
- 2.3 All patients are to be provided bicarb. Dialysis. Pre and Post dialysis investigations viz. blood urea, serum creatinine, Australia antigen, anti- HCV, HIV-ELISA etc. would be done at ESI Hospital.
- 2.4 Though the reports of Viral markers viz. anti HCV, HBsAg, and HIV ELISA of ESIH are reliable, the Centre, at its discretion may get these investigations done/repeated. These tests should be done not more than twice a year in a particular patient of CKD on maintenance Haemodialysis at ESIC's expense. The Centre should quote the rates of anti HCV, HBsAg, and HIV ELISA in the tender.
- 2.5 The centre should be spacious. It should use good quality dialysis machines with volumetric U F Control system for dialysis. It should have adequate number of well-trained Dialysis technicians and other personnel. The personnel should be aware of as well as practicing measures to prevent transmission of infections.
- 2.6 Centre should have provision of carrying out dialysis of Australia antigen/anti-HCV positive patients as well and such patients shall not be refused dialysis by the empanelled centres.
- 2.7 The centre should be willing to transfuse blood or blood products grouped and cross-matched at ESI Hospital to the selected patients during haemodialysis.
- 2.8 ESI officials may carry out surprise checks of the facilities and record-keeping at the empanelled dialysis centre. They may obtain R.O (Reverse osmosis) water sample of the centre for quality testing.
- 2.9 Some injections e.g. Inj. Erythropoietin, Inj. Encifer, Inj. Polybion(B.Complex), Inj. Calcivest, Inj. Cornitor etc would be issued to patients from ESI Dispensary/hospital. The Centre should be willing to give these injections during/post dialysis at no extra cost.
- 2.10 In the unforeseen event of dialysis patient becoming serious during dialysis and requiring urgent hospitalization, such patient may be admitted as emergency and treated appropriately at the Centre. The complete details of such patient should be conveyed to the treating Physician at ESIH on the same day (or next morning if such case is admitted between 4 pm and 9 am or next working day in case of Govt holiday). Post facto permission/sanction for treatment in writing from the competent authority of ESIC should be applied for in these circumstances. It should be ensured that such patients are shifted to ESI hospital soon after stabilization. {All attempts, would however be made **not** to refer very sick patients to the empanelled centre. Such patients are being provided Dialysis at ESI Hospital, Basaidarapur , N.Delhi }
- 2.11 Dialyzer re-use is permitted upto **four** times for Australia antigen/ HCV/ HIV NEGATIVE patients. For 'POSITIVE patients Dialyzer re-use is **not permitted.**
- 2.12 Centre should be willing to do 'Saline' dialysis of patients having bleeding diathesis or when it is stated by ESI Doctor.
- 2.13 Centre should indicate whether it would be willing to take up patients who are tested **HIV positive.**
- 2.14 Femoral/ Jugular vein/ Sub-clavian canula should not be re-used.

- 2.15 The empanelled Centre must have provision of “making A.V. Fistula” for dialysis (or getting it made) at an early date. (Facility of making A.V. Fistula should be available for both ‘negative’ as well as ‘positive’ patients.)
- 2.16 If a patient who is on regular dialysis at a particular centre comes for emergency dialysis, such patient should be provided the same. Post facto permission in such cases (for extra dialysis session) should be applied for to the competent authority as soon as possible.
It has been noted that patients who do not have a Central line/AV fistula are denied dialysis at some of the existing empanelled centres. Herein it is clarified that centre may do dialysis of such patients by femoral route/DLJC without seeking separate permission/sanction (and not deny such patients dialysis).
- 2.17 The Centre shall commence dialysis or get A.V. Fistula made only after a written letter is received by it from the respective Medical Superintendents/Authorized signatories of E.S.I. Hospitals at Basaidarapur, Rohini, Okhla, Jhilmil and Director (Medical) Noida, E.S.I. Scheme, Sector-24-NOIDA for that particular patient. A separate letter would be issued for “A.V. Fistula re-do” and the Centre should carry out re-do operation only after getting this letter. Femoral canula insertion is implicit in dialysis permission and no separate letter would be required for it. For DLJC insertions/Sub-clavian catheter too no separate letter is required. However, preferably the patient should be sent to E.S.I. Hospital for the insertion of DLJC/Subclavian catheter.
- 3 The empanelled Centre shall provide services on cashless basis to referred E.S.I. beneficiaries only for the procedures for which it shall be empanelled by ESIC at rates approved by ESIC and agreed upon by the empanelled Centre and the rates shall be binding.**
- 4 A copy of Discharge Slip incorporating brief history of the case, diagnosis, details of procedure done, reports of investigation, the treatment given and post discharge advise shall be submitted by the empanelled Centre along with the bill.**
- 5 The empanelled center shall bear exclusively any liability arising due to default or negligence in providing or performance of the medical services by the empanelled Centre who shall alone be responsible for the effect and / or deficiencies in rendering such services.**
- 6 The empanelled center shall undertake that during the course of approved dialysis/related procedure on day care/short-admission basis in respect of the ESI beneficiary, the empanelled Centre will not ask the beneficiary or his attendant to purchase separately the medicines / consumables / equipment or accessories from outside and will provide the treatment within**

the package deal rate, fixed by the ESIC which includes the cost of all the items. Appropriate action, including but not limited to removing from ESIC empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by ESI team.

- 7 The empanelled center will honour permissions issued by the Referring Authority i.e. Medical Superintendent to the ESI beneficiaries holding valid authorization. Treatment will be provided as per the rates approved by ESIC.
- 8 In case of any natural disaster / epidemic, the empanelled Centre shall fully cooperate with the ESIC and will convey / reveal all the required information, apart from providing treatment.
- 9 The procedure for submission / payment of bills will be as under:-
The bill will be submitted by the empanelled Centre to the Medical Superintendent of the respective ESI Hospital till 7th of the successive month.
- 10 The empanelled Centre will treat the ESI beneficiary patient only for the condition for which they are referred with permission, and in the specialty and / or purpose for which they are approved by ESIC. In case of unforeseen emergencies of these patients during admission for approved purpose / procedure, necessary life saving measures be taken and concerned authorities may be informed accordingly later with justification.
- 11 The empanelled center will not refer the patient to other specialist / other hospital without prior permission of ESIC authorities.

12 DUTIES AND RESPONSIBILITIES OF EMPANELLED CENTERS

It shall be the duty and responsibility of the empanelled center at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws”.

13 EMPANELLED CENTER’S INTEGRITY AND OBLIGATION DURING AGREEMENT PERIOD

The empanelled center is responsible for and obliges 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 empanelled center is obliged to act within its own authority and abide by the directives issued by the ESIC. The empanelled center 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.

14. LIQUIDATED DAMAGES

The empanelled center shall provide the services as per the requirements specified by the ESIC in terms of the provisions of this Agreement. In case of violation of any provision (s) of the Agreement by the empanelled center, the amount of security money deposit will be forfeited in part or in whole, at the discretion of ESIC, as agreed Liquidated Damages. In case the amount of Security Money Deposit is forfeited or charged in part, the total amount of the security deposit will be maintained intact being a revolving Guarantee. Action may also be taken for removing the Hospital from the empanelment of ESIC as well as termination of this Agreement in addition to any other action as may be deemed fit by ESIC in this regard.

15. For over-billing and unnecessary procedures/admissions, the extra amount so charged will be deducted from the pending / future bills of the empanelled Centre and the ESIC shall have the right to issue a show cause notice to the empanelled Centre and also to take appropriate action against the empanelled Centre after considering its reply if any, received within 10 days of the receipt of show cause notice, including but not limited to forfeiture of Security Money Deposit in part or in full, stoppage of referral to the empanelled centre and de-barring the empanelled centre for future empanelments under E.S.I. Scheme for a specified period.

16 TERMINATION FOR DEFAULT

16 (1) The ESIC may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the empanelled center terminate the Agreement in whole or part:

- a) If the empanelled center fails to provide any or all of the services for which has been recognized within the period(s) specified in the Agreement, or within any extension thereof if granted by the ESIC pursuant to Conditions of Agreement or**
- b) If the empanelled center fails to perform any other obligation (s) under the Agreement.**
- c) If the empanelled Centre, in the judgment of the ESIC has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.**

16 (2) If the empanelled Centre 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.

17. INDEMNITY

The empanelled Centre shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the empanelled Centre in execution of or in connection with the services under this Agreement and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC, along with (or otherwise), empanelled Centre as a Party for anything done or purported to be done in the course of the execution of this Agreement. The empanelled Centre will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the empanelled Centre's negligence or misconduct.

The empanelled Centre will pay all indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. ESIC may at its discretion and shall always be entirely at the cost of the Hospital defend such suit, either jointly with the Hospital or singly in case the latter chooses not to defend the case.

18. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the ESIC and the empanelled Centre upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Director (Medical) Delhi, who will give written award of his decision to Parties. The decision of the Arbitrator will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Delhi / New Delhi.

19. MISCELLANEOUS

19.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the ESIC and the empanelled Centre.

19.2 The empanelled Centre shall not represent or hold itself out as agent of the ESIC.

19.3 The ESIC will not be responsible in any way for any negligence or misconduct of the empanelled Centre 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 procedure conducted by and on behalf of the empanelled Centre or in the course of doing its work or perform their duties under this Agreement or otherwise.

19.4 The empanelled Centre shall notify ESIC of any material change in their status and their shareholdings or that of any Guarantor of the The empanelled Centre shall notify ESIC of any material change in particular where such change would have an impact on the performance of obligation under this Agreement or otherwise.

19.5 This Agreement can be modified or altered only on written mutual agreement signed by both the parties.

19.6 Should the the empanelled Centre gets wound up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the empanelled Centre or their heirs and legal representatives from the liability in respect of the services provided by the Hospital during the period when the Agreement was in force.

19.7 The empanelled Centre shall bear all expenses incidental to the preparation and stamping of this agreement.

20. PART -C

HEADS UNDER WHICH RATES (PER DIALYSIS) FOR HAEMODIALYSIS ARE TO BE QUOTED:

20.1 Haemodialysis for Australia Antigen/anti H.C.V:-

- (A) Negative case
- (B) Positive case.

20.2 Haemodialysis of HIV Positive patients.

The rate should include the cost of consumables such as Inj. Heparin, Inj. Xylocaine, Fistula needle, normal saline, dressing material, dialyzer, tubing etc. It should also include the cost of Inj. Avil, Inj. Efcorlin , Inj. 25% Dextrose etc. which an occasional patient may require in case of “ reaction”.

20.3 Heparin-free (i.e. Saline) Dialysis.

20.4 Femoral Canula Insertion(Including the cost of famoral canula, guidewire, Inj. Xylocaine, anti-septic solution etc.).

20.5 Jugular/ Sub-clavian canula insertion(including the cost of canula, related consumables and check X-Ray)

20.6	A. Making of AV Fistula	} costs should
include	B. AV fistula re-do (wherever required.)	
	C. Exploration of Vessels for the purpose of making	

A.V. Fistula.

20.7 Blood/blood product transfusion during dialysis (blood/blood products would be provided by ESI Hospital).

20.8 Viral Markers'* Tests Charges(Consolidated) (*anti HCV, HBsAg, HIV-ELISA)

- 20.9 Permcath insertion (in OT)
20.10 CAPD Catheter insertion (in OT) :-
(i) Open surgical Technique
(ii) Laparoscopic Technique

{Patient for CAPD catheter insertion will be worked up/investigated at ESI hospital before sending for Catheter insertion; All consumables used for CAPD will be provided from ESI hosp/dispensary}

- 20.11 CAPD Catheter re-positioning (Laparoscopic)
20.12 CAPD Catheter Removal (in OT)

Authorized signatory.

NOTE:-

- I. The empanelled Centre may, at its discretion, quote same/ different rates for heparin/ heparin free dialysis.
- II. Preference would be given to the centre that is willing to do dialysis of HIV Positive patients as well
- III. The Centre should use F-6 or equivalent dialyzer for re-use/negative patients.
- IV. All rates should be package rates.

DIRECTOR(MEDICAL)DELHI