



कर्मचारी राज्य बीमा निगम अस्पताल, उद्योगमंडल
ESIC HOSPITAL, UDYOGAMANDAL
(AN ISO 9001:2015 CERTIFIED ORGANISATION)
EMPLOYEES' STATE INSURANCE CORPORATION
उद्योगमंडल पी.ओ., एर्नाकुलम, केरल - ६८३५०१
UDYOGAMANDAL P.O., ERNAKULAM, KERALA-683501
(GOVT. OF INDIA, MINISTRY OF LABOUR & EMPLOYMENT)



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No.543.A-12/16/1/2018-Rectt.

Dated: 02.05.2019.

HIRING SERVICES OF SPECIALISTS THROUGH BIDDING PROCESS

Applications are invited from Specialists in the following departments/disciplines of the hospital:

S. No.	Department/Specialty	Specialists	Total
1	General Medicine	1	1
2	General Surgery	1	1

Qualified Specialists willing to enter in to an agreement with the ESIC Hospital, Udyogamandal may do so in the enclosed proforma (separate sealed envelopes containing Bid Application Technical and Financial) on or before **17.05.2019 (last date) 03.30 PM (time)** and as mentioned in the advertisement and send /submit same to the Medical Superintendent of the hospital with all the required information and documents.

Medical Superintendent

INSTRUCTIONS AND GUIDELINES

(A) INTRODUCTION:

The ESI Corporation a statutory body constituted under the ESI Act,1948 under Ministry of Labour & Employment, Govt. of India provides cashless secondary care/ Super Specialty care to the ESI beneficiaries. It proposes to engage Specialist doctors on contract who can run various departments of the ESIC Hospital including OPDs, Operation Theaters, Wards and ICUs for specific period, in absence of regular Specialist in the Hospital. The ESI Hospital shall pay the quoted or agreed amount on monthly basis.

(B) ELIGIBILITY CRITERIA:

1. Specialists should have minimum **three years of experience in Govt. / Private institutions in the specialty after the Post-Graduation degree or alternatively, five years of experience after PG diploma.**
2. They must have been registered in the Medical Council of India/ State without any penalty /debarment from practice.
3. Maximum age of the applicant should not exceed 62 years as on 17.05.2019.

(C) SCOPE OF SERVICE:

1. On completion of selection and agreement, the Specialists shall be required to join on agreed date.
2. He / She shall provide all professional services expected from an Specialists in the Department which shall include OPD, emergency, ICU, indoor ward and OT services and along with professional advice for all types of procurement related to specialty.
3. He/ She is expected to follow Rules & Regulations of the Hospital and work under the Medical Superintendent of the Hospital.
4. He/ She shall have normal hours of work of hospital, however should be available 24x7 basis on call to meet any emergency. As per existing policy, they have to mark their attendance on Biometric Attendance System.

(D) TERMS OF CONTRACT:

1. The Specialists would have to sign a contract agreement with ESI Hospital on a non-judicial stamp paper of appropriate value.
2. The agreement shall be for one year extendable to second year with mutual consent of both parties and on satisfactory performance.
3. In case the Specialist wishes to terminate his/her contract he/she would have to give three months' notice or by depositing three months' contracted amount.

4. In case ESIC finds the service of the selected candidate unsatisfactory then it can terminate the agreement by giving due notice.
5. A sum of amount as agreed shall be paid to the Specialists for services rendered subject to deductions of taxes as per rules.
6. The ESIC reserves right to reject any application without assigning any reason thereof. Lowest quote cannot be treated as a matter of right by any application.
7. The Cost of Non judicial stamp paper for agreement will be borne by the applicant.

(E) SELECTION PROCESS:

1. The Qualified specialist may apply in a prescribed format with personal details, education qualifications supported with copy of Mark Sheets, Registration certificates and supporting documents pertaining to the experience in their field.
2. Separate sealed envelopes are required to be submitted containing Application in the prescribed Format and Financial quote amount. Both these envelopes shall be enclosed in another sealed envelope super scribed "BID FOR HIRING SERVICES OF SPECIALISTS IN ESI HOSPITAL,.....THROUGH BIDDING PROCESS", and be submitted to the Medical Superintendent of the ESIC Hospital concerned within the last date specified in the advertisement. Unsealed financial bids shall be rejected.
3. Application shall be acceptable only if they fulfill eligibility criteria as prescribed.
4. Eligible applications would be scrutinized in the first instance and those meeting requirements shall be called for interview.
5. Financial bids shall be open only for those Applicants who score a minimum of 50% in the interview.
6. The lowest financial bid (L-1) shall be offered to enter into an agreement with ESIC.
7. In case of similar quoted rates ESIC will decide allocation on the criteria based in the following descending order:
 - a) Degree shall be preferred over Diploma.
 - b) Experience in number of years.
 - c) Age, subject to a maximum of 62 years as on last date of application.
8. If the L-1 Bidder is unable to join the assignment then ESIC will allot the assignment to the next L-2 bidder and so on.

(F) PERFORMANCE SECURITY:

1. The Specialist would have to submit performance security of Rs.Two Lakhs only as per the notification for award work with in a stipulated period and before they are allowed to take up the work.
2. Any medico-legal case arising in the course of or out of the treatment of patients should be the responsibility of the specialist as per rules.
3. The selected Specialist must have a Professional Indemnity policy which should cover the period as desired by ESIC in the bid. The policy is meant to cover professional liability falling on them as a result of error and omissions committed by them while rendering professional services. The minimum sum assured per Annum should be Rs. 30 Lakh for Anaesthesiologists, Cardiac Surgeon, Neuro Surgeons, Plastic Surgeons etc. (2) Rs.20 Lakhs for General Surgeons, Gynaecologist, Obstetrician etc. (3) for Physicians Dentists, Radiologists, Pathologists etc. it should be at least of Rs. 10 Lakhs. A copy of the Insurance & Premium and receipt must be submitted within 7 days from the date of engagement.

(G) Dispute Resolution:

1. In case of any dispute between ESIC and the specialist, the same shall be resolved by negotiation failing which an sole arbitrator shall be appointed by the Director General ESIC whose decision shall be final and binding on both the parties.
2. Courts at the State shall have exclusive jurisdiction to deal with legal issues/disputes.

NB: All the Specialist are requested to visit the Hospital and the department for which they want to submit the bid. For any clarification, Medical Superintendent of the Hospital may be contacted.

Part-I

Bid Application Format

- 1. Applied for Speciality :
- 2. ESIC Hospital :
- 3. Name :
- 4. Date of Birth :
- 5. Gender :
- 5(A) PAN No. :
- 5(B) Aadhar No. :
- 6. Contact Details
(Mobile)
- 7. E-mail :
- 8. Permanent Address :
:
:
:
- 8. Area of Specialty :

Qualifications :

Mention Marks & University for MBBS /Diploma/PG/Super Specialty Degree as under :

Sl. no.	Year		Name of Educational Institute	Name of degree	% marks
	From	To			

9. MCI/State Medical Council Registration No. :

10. Special Skills/Training undergone, if any :

Sl. no.	Year		Name of Educational Institute	Name of degree	% marks
	From	To			

11. Experience (mention full details):

Sl. no.	Year		Name of Educational Institute	Specialty/ Super Specialty	Position/Title
	From	To			

Encl: Copy of the document in support of Sl. No. 4, 5(A), 5 (B), 8, 9, 10, 11

Declaration

I hereby declare that the particulars mentioned above said application are true and correct to best of my knowledge and belief and in case any material information is found to misrepresent than my contract can be terminated by ESIC and forfeit performance security.

(Full signature of the Applicant)

Part – II

Financial Bidding

Post Applied for Specialist:
ESIC Hospital:

Rate per month:

Name:

Full Signature of the Specialist

MODEL GUIDELINES ON TERMS & CONDITIONS OF THE CONTRACT/AGREEMENT FOR HIRING OF SERVICES OF SPECIALIST SELECTED THROUGH BIDDING PROCESS

AGREEMENT BETWEEN

The Employees State Insurance Corporation (ESIC) running ESIC Hospital at _____ Represented by Medical Superintendent of the Hospital being First Party and herein referred as ESI Hospital.

AND

Dr. _____ Registration No. _____ Specialist being represented him/ her self as Second party herein referred as Doctor.

The First party having found the second party suitable to its requirement to carry out the specified Specialist work required in its ESI Hospital agrees to enter into an agreement with _____ second _____ party Dr _____ at _____ on _____ day of 2019 before the witness and as per the following:

Terms & Conditions:

1. This contract shall be subject to finding the Second Party i.e Specialist doctor meets all education qualification and required experience as per the bid.
2. The Second party i.e Specialists doctor is medically fit for the job and with satisfactory verification of character & antecedents.

3. Duties & Responsibilities of Specialist:

- 3.1 The doctor shall observe the highest standard of ethics during the period execution of the contract.
- 3.2 On selection, the Doctor is required to join on agreed date. He /She shall render all professional services expected from the Specialists in the department including OPD services, Emergency services, ICU and Indoor ward services and other professional advice for all types of procurement related to the Specialty.
- 3.3 The doctor will be available round the clock on call in case of emergency.
- 3.4 The doctor is required to complete the paper work/case sheet as required by the ESI hospital.

- 3.5 The doctor may also advise/recommend to refer the entitled beneficiaries to a tie-up higher centre if the condition of the patient so requires.
- 3.6 The doctor has to ensure that the record of all his indoor patients are updated, medicines and services are rendered to the patient.
- 3.7 The Doctor has to follow all the rules & regulations of the Hospital and shall report to the Medical Superintendent.

4. Responsibilities of ESI Hospital/ESIC

- 4.1 To provide the infrastructure to the doctor to perform professional services.
- 4.2 To provide required manpower to assist doctor while rendering of services.
- 4.3 To provide drugs, dressings, consumables etc. for professional procedure.
- 4.4 To shift the patient to higher centre in case of emergency or exigency as and when the situation arises in order to save the life of the patient.
- 4.5 The ESI Hospital for such services rendered by Doctor shall pay an amount i.e Rs.....on monthly and pro-rata basis as agreed herein, subject to deduction of statutory taxes as applicable.
- 4.6 The Hospital may offer accommodation in campus on payment of rent, rate, taxes.

5. Agreement & Applicability:

- 5.1 The both parties shall have the full power and authority to enter into this agreement and to perform the acts required under it.
- 5.2 The both parties shall comply with all applicable Laws, Statutes, Ordinances, Orders, rules and regulations in operation in the country.

6. Termination of contract

- 6.1 If the Doctor wants to terminate his/her contract, he/she would have to give three months' notice or deposit three months' agreed amount in advance.
- 6.2 In case ESIC finds the service of the Specialist to be unsatisfactory then ESIC can annul the agreement by giving one months' prior notice. The following instances may result in termination of contract without any notice:
 - a) Medical negligence in providing/delivering his medical services.
 - b) Malpractice in manner,
 - c) Collusion with the doctors/staff of ESI Hospital,
 - d) Misrepresentation,
 - e) Joining of the regular specialist,
 - f) Any other administrative reasons.

7. Tenure & other conditions of Contract:

- 7.1 The term contract of hiring the services is valid for one year only from the date of signing of contract.
- 7.2 It is extendable for one year with mutual consent of both parties and satisfactory past performances.
- 7.3 The Doctor would have to submit performance security of Rs Two Lakhs only as per procedure demanded in the notification of award within a stipulated time and before allowed to take charge of the work.
- 7.4 Any medico-legal issues arising in the course of or out of treatment of patients would be the responsibility of the selected doctor.
- 7.5 The Doctor must have to obtain a professional Indemnity policy which should cover the period as desired by ESIC in the bid. The policy is meant to cover professional liability falling on him/her as a result of an error and omissions committed by him/her while rendering professional services. The minimum sum assured per Annum should be as per the Speciality mentioned below:
 - a) Rs.30 Lakh for Anaesthesiologists, Cardiac Surgeon, Neuro Surgeons, Plastic Surgeons etc.
 - b) For General Surgeons, Gynaecologist, Obstetrician etc. it should be at least of Rs. 20 Lakhs and
 - c) For Physicians Dentists, Radiologists, Pathologists etc. it should be at least of Rs. 10 Lakhs.

A copy of the Insurance Certificate& Premium receipt must be submitted within7 days from the date of Agreement and before taking over charge of the work.

8. Dispute Resolution:

- 8.1 In case of any dispute between the parties viz ESIC and Contract Specialist (Doctor), the same shall be resolved through negotiation failing which a sole Arbitrator shall be appointed by the Medical Commissioner, ESIC for resolving the dispute. The decision of the arbitrator shall be final and will be binding on both the parties
- 8.2 Courts at the States shall have exclusive jurisdiction to deal with legal issues/disputes

MS ESI HOSPITAL_____	Specialist Doctor
First Party	Second Party
Witness 1 2	Witness 1 2