

# EMPLOYEES' STATE INSURANCE CORPORATION



## Request For Proposal for providing Super Specialty Treatment & Diagnostic Services to ESI Beneficiaries in Rajasthan

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Date of issue: 20<sup>th</sup> July, 2017

Last date of Submission of RFP Document: 10<sup>th</sup> Aug, 2017

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श्रम एवं रोजगार मंत्रालय, भारत सरकार,  
कर्मचारी राज्य बीमा निगम,  
राज्य चिकित्सा आयुक्त कार्यालय,  
पंचदीप भवन, भवानी सिंह मार्ग,  
जयपुर-302001



Ministry of Labour & Employment, Govt of India,  
Employees' State Insurance Corporation,  
Office of The State Medical Commissioner,  
Panchdeep Bhavan, Bhawani Singh Marg,  
Jaipur-302001

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Phone : 0141-2226116, 2226119 (Fax)

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT FOR “SUPER  
SPECIALTY TREATMENT & DIAGNOSTIC SERVICES” TO ESI BENEFECIREIS IN  
RAJASTHAN**

Employees' State Insurance Corporation, Jaipur, Rajasthan intends to enter into Tie-up arrangement with reputed Hospitals / Diagnostic Establishments to provide **Super Specialty Treatment & Diagnostic Services** on **Cashless** basis to the Beneficiaries of ESI Scheme for All districts except Karauli, Baran, Churu, Jalore, and Pratapgarh in Rajasthan as per CGHS / ESIC Rates.

For Terms, conditions, guidelines and further details please visit at [www.esicrajasthan.in](http://www.esicrajasthan.in) and [www.esic.nic.in](http://www.esic.nic.in). The last date for submission of the Request for Proposal is **10.08.2017** upto **01:00** pm.

**STATE MEDICAL COMMISSIONER  
ESI CORPORATION, Jaipur, Rajasthan**

## APPLICATION FORM

(For empanelment of Hospitals/Diagnostic Centers for super specialty treatment / Investigations)

**To,**

**The State Medical Commissioner,  
Employees' State Insurance Corporation,  
'Panchdeep' Bhavan,  
Bhawani Singh Marg, Jaipur - 302001**

**Sub: *Request for Empanelment for Super Specialty treatment & Diagnostic Services in Rajasthan.***

**Sir/ Madam,**

In reference to your advertisement in the news paper / website dated \_\_\_\_\_, I / We wish to offer the following services\* for ESI Beneficiaries on cashless basis:

- \* Tertiary Care (Super Specialty) Treatment.
- \* Tertiary Care (Super Specialty) Diagnostic 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, is correct and I / We fully understand the consequences of default on our part, if any.

\* **Please tick one whichever is applicable.**

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

**Place :**

**Date :**

**Enclosures : Duly filled Annexure I, II, III, and Demand Draft.**

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No : 15/U/11/SST(Tie-UP)/SMC/2015/Vol - II

Date : 20<sup>th</sup> July, 2017

## **Notice Inviting Request for Proposal (RFP) for Empanelment for Super Specialty treatment & Diagnostic Services in Rajasthan.**

State Medical Commissioner, ESI Corporation, Regional Office, Bhawani Singh Road, Jaipur -302001 invites Request for Proposal (RFP) from Government / Semi-Govt. / CGHS approved / Private Hospitals / Diagnostic Centres of repute located in the state of Rajasthan in sealed envelope for **Empanelment for Super Specialty Treatment & Diagnostic Services in Rajasthan** on cashless basis. The services are to be provided at CGHS Rates (given on its website) / ESIC rates, terms, conditions & guidelines. The applicants shall have to download Request For Proposal documents comprising of Application Form along with Instruction to Service Provider, General Condition of Contract, Special Condition of Contract, Information about the Hospital/Diagnostics Centre (Annexure-I), Information about Super Specialty Services being offered (Annexure-II), Information about Secondary Care Services being offered (Annexure-III) and undertaking (Annexure-IV) from the website at [www.esicrajasthan.in](http://www.esicrajasthan.in) or [www.esic.nic.in](http://www.esic.nic.in). Request for Proposal (RFP) in sealed envelope complete in all respects should reach the Office of the State Medical Commissioner, ESI Corporation, Regional Office, 'Panchdeep' Bhawan, Bhawani Singh Road, Jaipur -302001 as per schedule given below:

Last date of receipt of RFP form.	Date & Time of opening of RFP	Place of submission of RFP forms/ opening of RFP
<u>10<sup>th</sup> Aug, 2017</u> <u>At 01:00 PM</u>	<u>10<sup>th</sup> Aug, 2017</u> <u>At 02:30 PM</u>	Office of the State Medical Commissioner, ESI Corporation, Ground Floor, Regional Office, 'Panchdeep' Bhawan, Bhawani Singh Road, Jaipur -302001

Request for proposal (RFP) will be opened on 10 Aug 2017 in the office of the State Medical Commissioner, Regional Office, Bhawani Singh Road, Jaipur -302001 at **02.30 PM**. If request for proposal opening date happens to be a holiday, it will be opened on next working day. Applicant / authorized person may choose to be present at the time of opening of request for proposals.

## **INSTRUCTIONS TO SERVICE PROVIDERS**

**(Please read all terms and conditions carefully before filling the application form and Annexure thereto)**

### **1. Document Cost:**

The cost of RFP document is non-refundable Rs.1,000/- (Rupees 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 State Bank Of India, Jaipur to be submitted along with request for proposal.

### **2. Document Acceptance:**

Duly completed request for proposal forms along with Annexure and necessary documents may either be dropped in person in the Tender Box kept at office of the State Medical Commissioner, Regional Office, Bhawani Singh Road, Jaipur or be sent by Registered / Speed Post at the address mentioned above. The sealed envelope should be super-scribed as “**Request For Proposal for Empanelment of Hospital for Super Specialty Treatment & Diagnostic Services**”.

Request for proposal received after the scheduled date and time (either by hand or by post) or open request for proposal received though e-mail / fax or without the prescribed fee 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. Attested photocopy of necessary certificates (as per Annexure-II) should be attached with the Request For Proposal. Hospitals will be informed about 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 Super Specialty Treatment**

1. Cardiology and cardiothoracic vascular surgery
2. Neurology
3. Neurosurgery
4. Oncology
5. Oncosurgery
6. Radiotherapy
7. Nephrology
8. Dialysis
9. Urology
10. Urosurgery
11. Gastroenterology
12. Gastrosurgery
13. Paediatric Surgery
14. Endocrinology

15. Endocrine surgery
16. Burns management
17. Plastic surgery
18. Reconstructive Surgery

### **Super Specialty Investigation:-**

1. CT Scan
2. MRI
3. PET Scan
4. Echocardiography
5. Bone Scan & screening of other parts of body
6. Specialized Biochemical, Immunological investigations

### **5. Condition for Empanelment:**

Only those applications will be considered for empanelment that fulfills all technical conditions alongwith satisfactory report of Inspection Committee.

- i. Rates of packages and procedures should be as per CGHS RATES of concerned Cities. ESIC rates/AIIMS rates will be applicable where CGHS package rates are not available.
- ii. Under no circumstances shall the rates charged by the Empanelled Hospital be more than the rates charged by the Hospital from any privately placed person or entity.
- iii. Hospitals are at liberty to apply for any number of specialties as per Annexure-III
- iv. Successful Hospital shall have to deposit a **security amount of Rs.5 Lakhs (in case of Super specialty Hospital ) and Rs.Two Lakhs (in case of Super Speciality Diagnostic Centres)** in form of Account payee demand draft, fixed deposit receipt, banker's cheque or bank guarantee from any of the nationalized bank having validity of three years. The security amount will be refunded after termination / completion of contract without any interest after 3 months of settlement of all the dues.
- iv(a) **Earnest Money of Rs.2.00 Lakhs in case of Superspecialty Treatment Hospitals and Rs. 1.00 Lakh in case of Superspecialty Diagnostic Centres in form of Account Payee Demand Draft, Fixed Deposit Receipt or Banker's cheque in favour of ESI Fund A/c No.1 payable at Jaipur shall have to be deposited with the application form.**
- v. Annexure-I, II & III should be duly filled and signed.
- vi. Forms may be downloaded from ESIC website [www.esicrajasthan.in](http://www.esicrajasthan.in) or [www.esic.nic.in](http://www.esic.nic.in). Party downloading the form shall have to deposit proposal document Cost of **Rs.1,000/- (Non Refundable) separately**, in form of DD drawn on any Nationalized Bank in favour of 'ESI Fund Account No.1' payable at SBI Jaipur.
- vii. The applications, if received, from the Institution which was de-empanelled by any ESIC/CGHS/Any other Govt. Institution will not be taken into consideration for one year from date of de-empanelment and those black listed by any ESIC/CGHS/Any other Govt. Institute will not be taken into consideration for 3 years.
- viii. **Hospitals / Diagnostic Centers already empanelled with CGHS/already approved by State Government/approved or empanelled by Central Public Sector Units would be given priority for empanelment; such Hospitals/Diagnostic Centers may be empanelled without inspection by ESIC.**

- ix. Hospital / Diagnostic Centers accredited by NABH / NABL would be preferred for empanelment with ESIC. Empanelment of Non NABH/NABL accredited hospital/diagnostic centre shall be provisional and they would be required to get NABH/NABL accreditation preferably within a period of 6 months and not later than 1 year from the date empanelment
- x. Preference will be given to Hospitals or Diagnostic Centres situated within 10 KM of existing ESIC/ESIS Hospitals and existing ESIC/ESIS Dispensaries

An agreement on stamp paper of Rs.100/- shall be signed after finalizing verification / physical verification of records / Institution and incidental charges related to agreement shall be borne by the Empanelled Hospital / Diagnostic Center. Agreement will be effective w.e.f. date of signing of the agreement by the ESIC Authority.

**SPECIALITIES CONSIDERED FOR EMPANELMENT ARE AS PER ANNEXURE-II**



## GENERAL CONDITIONS OF CONTRACT (GCC)

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

#### **A. Basic Requirements:-**

- i. Bed strength in Metro cities is 50 and 30 in other cities.
- ii. The hospital should have been operational for at least one full financial year (copy of audited Balance Sheet alongwith annual turn over details should be attached).
- iii. Valid State registration certificate / registration with local bodies should be attached.
- iv. Valid Fire clearance certificate should be attached.
- v. Valid Compliance with all statutory requirements including of waste management.
- vi. Valid Registration under PNDT Act for empanelment of Ultra-Sonography facility.
- vii. Valid AERB approval for Tie-up for Radiological investigations / Radiotherapy.
- viii. Valid Certificate of Registration for Organ Transplant Facilities wherever applicable.
- ix. The hospital should have the capacity to submit all the claims / bills in Electronic format to the ESIC / ESIS System and must also have dedicated equipment, software and connectivity for such electronic submission.
- x. Hospital must have Intensive Care Unit (ICU).
- xi. 24 hrs Emergency services managed by technically qualified staff.
- xii. Provision of Dietary Services.
- xiii. Hospital should have Blood Bank (if in-house then enclose valid certificate)
- xiv. **Dialysis Centre :**
  - a. The center should have good dialysis unit which is neat, clean and hygienic like a minor OT.
  - b. Centre should have at least **four** good Haemo-dialysis machines with facility of giving bicarbonate Haemodialysis.
  - c. Centre should have **facility** for providing dialysis in **Sero positive** cases.
  - d. Centre should have trained dialysis Technician, Nurses, **full time Nephrologist** and Resident Doctors available to manage the complications during the dialysis.
  - e. Facility should be available 24 hours a day.

**B. Cancer Hospital:** Should have minimum of 100 beds in a Metro City and 50 beds in case of Non-Metro City and having all treatment facility for Cancer including radiotherapy (approved by BARC / AERB).

**C. Super Specialty Hospital** should have in-house investigation facilities for providing Super Specialty Treatment.

**D. THE EMPANELLED CENTRE AFTER BEING AWARDED CONTRACT WITH STATE MEDICAL COMMISSIONER, RAJASTHAN SHOULD BE READY FOR TIE-UP ON THE SAME TERMS AND CONDITIONS WITH ANY ESIC MODEL HOSPITAL / ESIC HOSPITAL OR SR. STATE MED. COMMISSIONER OF ANY OTHER STATE.**

**E. The empanelled centers for ESI Beneficiaries will also provide cashless Medical Treatment to the ESIC Staff (Serving & Retired duly referred by the competent authority. The Bill of such cases will be**

submitted to the Office of the referring authority within 07 days of discharge / investigations of the patient.

## **2. TERMS AND CONDITIONS RELATED TO PACKAGES AND RATES:**

A) Package rate shall mean and include lump sum cost of in-patient treatment / day care / diagnostic procedure for which a referred ESI Beneficiary / ESIC Staff or ESIC Pensioner has been permitted by the competent authority 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 / ICCU 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. Care Charges for its services and all other incidental charges related thereto.
- XIX. Nursing.

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

- I. Procedure for which package under CGHS/AIIMS/ESIC Rates not available - **15% discount on hospital rates** or as per guidelines issued by the Corporation from time to time.
- II. For devices / stents etc. not described under CGHS Rules - **15% discount on MRP** (Maximum Retail Price) or as per guidelines issued by the Corporation from time to time.
- III. For drugs not available in the CGHS / ESIC package / procedure - **10% discount on the MRP.**

C) In case of emergency, ESI patient may be admitted even for the specialty / Super specialty procedure / investigation for which the hospital / diagnostic centre is not empanelled. In such cases the hospital / diagnostic centre shall charge according to CGHS / AIIMS / ESIC 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. Approval for rates in such cases may be obtained from State Medical Commissioner, Rajasthan. The empanelled hospital shall not refuse to treat any ESI patient in case of

emergency in any specialty / super specialty which is available in hospital whether empanelled or not for the same.

- D) Cost of implant / stents / grafts is reimbursable in addition to package rates as per CGHS / ESIC ceiling rates and guidelines for implant.
- E) Hospital / Diagnostic Centers empaneled with State Medical Commissioner shall not charge more than package rate / rates.
- F) Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and are not included in package rates.

Package rates envisaged duration of indoor treatment as follows:

1. Upto 12 Days: for Specialized (Super specialty) treatment

- G) 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 allowed and expenses incurred thereon will be restricted to the applicable package rate.
- H) 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 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.
- I) **The ESI Beneficiaries are entitled for General Ward Category only and the CGHS rates of General Ward category are applicable.**
- J) **DISCOUNTS:** Any discount on CGHS / ESIC Package for Surgeries etc. to be mentioned.

### 3. PROCEDURE FOR REFERRAL

#### a. Non-emergency cases for Super specialty Treatment ( SST):

The patient should be recommended for referral by a Specialist for SST, after following specified clinical pathway (if feasible) or by following specified guidelines in this regard. If the nature of the disease is such that the specialist concerned is not able to decide the procedure required, he / she would refer the patient to super specialist (if required, in a Tie-up hospital) for specific opinion. After obtaining the opinion, reference for SST shall be made for carrying out specific procedure, as far as practicable to a tie-up hospital other than the hospital from where super specialist opinion was sought in the first instance.

#### b. Referrals of Emergency cases:

- i. It implies that patient comes to the emergency department of ESI Hospital outside normal working hours. In such case, emergency duty medical officer will assess and if required

refer the patient for SST alongwith a detailed clinical note to be prepared as per the procedure for non-emergency referral.

- ii. The emergency duty medical officer will submit the details of the case to the MS on the next day for review and follow up action, if any.
- iii. MS may decide to send a team of doctors to the tie-up hospital for verification.
- iv. As far as possible, the patient in emergency should be examined by the specialist concerned available at the emergency; or the CMO / Senior resident available on emergency duty shall consult concerned Specialist / Superiors over phone before making emergency referral for SST.

**c. Directions / Instructions for Tie-up Hospitals:**

- i. The tie-up hospital will honor the referral letter issued by ESI Hospitals and will provide medical care on priority basis. The tie-up hospital will provide medical care as specified in the referral letter; no payment will be made to tie-up hospitals for treatment / procedure / investigation which are not mentioned in the referral letter. If the tie-up hospitals feel necessity of carrying out any additional treatment / procedure / investigation in order to carry out the procedure for which patient was referred, the permission for the same is essentially required from the referring hospital either through e-mail, fax or telephonically (to be confirmed in writing at the earliest). The tie-up hospitals will not charge any money from the patient / attendant referred by ESI System for any treatment / procedure / investigation carried out. If it is reported that the tie-up hospital has charged money from the patient then the concerned tie-up hospital may attract action as deemed fit. All the drugs / dressings used during the treatment of the patient requiring reimbursement should be of generic nature. All the drugs / dressings used by the tie-up hospital requiring reimbursement should be approved under FDA / IP / BP / USP pharmacopeia or DG ESIC Rate Contract. Any drug / dressings not covered under any of these pharmacopeia will not be reimbursed. Food supplement will not be reimbursed.
- ii. It shall be mandatory for the tie-up hospital to send a report online to the referring authority concerned 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 estimates of treatment.
- iii. 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 ESIC / ESIS hospitals / Dispensaries and SSMC. 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.
- iv. The Tie-up Hospitals will send the Bill summary by e-mail to SSMC and the concerned referral authority at the time of discharge of patients.

**4. INDEMNITY :**

The Hospital shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims and / or demands 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 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. The Hospital will pay all the 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 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.

**5. 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 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 State Medical Commissioner, Rajasthan who will give written award of his decision to the Parties. Arbitrator will be appointed by State Medical Commissioner, Rajasthan. 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 State Medical Commissioner, Rajasthan. Any legal dispute to be settled in Rajasthan Jurisdiction only.

**6. 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 in to 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 this 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 behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement of 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 an impact in the performance of obligation under this Agreement.
- g. This 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 this Agreement.

## **7. NOTICES :**

- i. Any notice given by one Party to other pursuant to this Agreement shall be sent to other party in writing by Registered Post at the official addressee given in Request For Proposal (RFP) 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.

State Medical Commissioner, Rajasthan ***RESERVES THE RIGHT TO ACCEPT OR REJECT ANY REQUEST FOR PROPOSAL WITHOUT ASSIGNING ANY REASON, THEREOF.***

## **SPECIAL CONDITIONS OF CONTRACT**

1. The empanelled Hospital / Diagnostic centers shall honour permission letter issued by State Medical Commissioner, Rajasthan or by an **Authority authorized** by him / her (such as Medical Superintendent, ESI Hospital / Medical Officer In-Charge, ESI Dispensaries) and shall provide treatment / investigation, facilities as prescribed in permission letter.
2. The hospital / diagnostic centre shall provide treatment / investigation on cashless basis to the Insured Person / Women and dependent family members / ESIC Staff (serving and retired). Asking for payment from ESI Beneficiaries or charging directly to them for Services provided would be treated as breach of agreement and would be dealt accordingly.
3. If one or more minor procedures form part of a major treatment procedure then package charges would be permissible for major procedure and only 50% of charges for minor procedures.
4. Any legal liability arising out of such services shall be the sole responsibility of the tie-up/empanelled hospital/diagnostic centre (2nd party) and shall be dealt with by the concerned empanelled hospital / diagnostic centre. Services will be provided by the hospital / diagnostic centre as per the terms of agreement.
5. **Primary and secondary medical care treatment / investigation, for beneficiaries of Rajasthan State are being provided by ESIC / ESIS Hospitals & ESI Dispensaries and patients will be referred only for Super Specialty Treatment / Investigation facilities by them.**
6. **Patient will be referred with Permission / Referral letter signed by the competent authority / authorized officer. The cases referred between 4 pm to 9 am (Emergency cases) will be signed by Casualty Medical Officer and it will be responsibility of the Empanelled centers to get it signed by Medical Superintendent / Incharge of ESIC / ESIS Hospital / Dispensary or an authorized officer on the next working day.**
7. Cashless SST shall be provided to only those ESI beneficiaries who have been referred to 'Tie-up' hospitals following the procedure mentioned earlier. Patients going to tie-up hospitals without being referred as such by the ESI system shall not be eligible for cashless services. They may be provided SST services on reimbursement basis in case it is found to be a life threatening emergency and the condition of the patient would have severely deteriorated had he gone to ESI Hospital for reference. (This is as per the prevailing practice in Armed Forces Medical Services and Railways Medical Services.) The reimbursement is subject to above conditions and the reimbursement shall be restricted to CGHS packages rates or actual expenses whichever is lower.
8. 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.
9. In case of any natural disaster / epidemic, the hospital / diagnostic centre shall have to fully cooperate 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.

10. The tie up hospital will not refer the patient to other specialist / other hospital without prior permission of ESI authorities / Authorized Officer.
11. **The empanelled centre will have to send the details of admitted patients on daily basis to the Sr. State Medical Commissioner on e-mail address [smr-rj@esic.nic.in](mailto:smr-rj@esic.nic.in) or smc-rj@esic.in as per format given at Annexure-XIII, failing which action may be initiated as deemed fit.**
12. **Feedback / Patient Satisfaction form duly signed by admitted referred patient / attendant must be attached alongwith the bills, failing which bills will not be processed and will be returned.**

### **13. PAYMENT SCHEDULE:**

The empanelled hospital / diagnostic centre will send hard copy of the bills along with 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 more than 7 days shall not be entertained.

- 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, Doctors prescription and pharmacy cash memos duly signed & stamped by treating Doctor.
- b. Wrappers of costly medicine / equipment >Rs. 3000/-, treatment given and advised shall be submitted by the hospital / diagnostic center along with the **bill in duplicate in prescribed pro-forma as in ANNEXURE-V & VI**. The CD of procedure / MRI /outer pouch/ CT Scan / X-ray film etc. is required with each and every bill if it is done.
- c. Original Referral Slip / Form issued by the competent authority.
- d. ESI Benefit entitlement certificate etc.
- e. Patient Satisfaction Form.
- f. Dependency in case of Family Member.
- g. TDS will be deducted as per Income Tax Rules, for which PAN / TAN shall be provided by Empanelled Hospital / Centre.



#### **14. DUTIES & RESPONSIBILITIES OF EMPANELLED HOSPITALS / DIAGNOSTIC CENTRES:**

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

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.

#### **15. DURATION :**

The agreement shall remain in force for a period of one year and may be extended for subsequent period (if satisfactory services are rendered to our ESI beneficiaries) at the sole discretion of the State Medical Commissioner 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 Senior State Medical Commissioner. If applying for renewal the request letter should reach the Senior State Medical Commissioner Office three months prior to the date of expiry of empanelment.

#### **16. LIQUIDATED DAMAGES :**

Empanelled centre shall provide the services as specified by the ESIC under terms & conditions of this tender, 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.

#### **17. TERMINATION FOR DEFAULT :**

The State Medical Commissioner, ESIC, Rajasthan 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 instruction and / or guidelines, on repeated submission of bills, on repeated deficiencies, etc.

- 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.

**18. NOTICE BEFORE TERMINATION OF AGREEMENT/EMPANELLEMENT BY THE HOSPITAL/DIAGNOSTICS CENTRE:**

The empanelled 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.

**19. 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 SMC/Referring authority.
- (B) In case of premature termination of contract / agreement by the empanelled centre without due notice they will have to deposit Rs.2,00,000/- (Rupees Two Lakh) as penalty to State Medical Commissioner, Rajasthan. 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 security money / incoming or pending bills.

ANNEXURE-IInformation about the Hospital/Diagnostics Centre

(To be submitted duly filled along with supporting documents along with the application form for Super Specialty services)

**1. General Information of Hospital/Diagnostic Centre:**

- i. Name of the Hospital with complete address \_\_\_\_\_  
\_\_\_\_\_
- ii. Email-id, Telephone and Fax Number(s) along with STD Code. \_\_\_\_\_
- iii. Mobile No(s). \_\_\_\_\_
- iv. Distance from Nearest ESIS hospital/dispensary in Km's: \_\_\_\_\_
- v. Distance from Nearest Civil/ Govt. Hospital in Km's: \_\_\_\_\_
- vi. Nearest Landmark: \_\_\_\_\_
- vii. Name, designation along with contact numbers(landline and mobile) of authorized person/Nodal Officer (attach authority letter) \_\_\_\_\_
- viii. List of available major equipments needed for specialty/super specialty treatment/investigation i.e. name and year of manufacturing/installation : (**Separate sheet to be attached**).
- ix. ECS Transfer Details: Bank Account number of the Applicant and name of bank and IFSC of Branch: \_\_\_\_\_
- x. PAN/TAN number of firm/proprietor (Photocopy to be attached) \_\_\_\_\_
- xi. Registration No. under ESI Act 1948, if any \_\_\_\_\_

**2. Information about specialists & available facilities**

- i. List of available tertiary care services for which the hospital is interested for empanelment arrangement: (As per Annexure-II).
- ii. Bed strength of the Hospital (As per Tertiary care services applied for) \_\_\_\_\_
- iii. No of ICU Beds (tertiary care services wise): \_\_\_\_\_
- iv. Number of functioning Operation Theatres tertiary care services wise: \_\_\_\_\_
- v. List of Availability of full time Specialists/ super specialists along with their Degrees/certificates specialty/super specialty wise for which center is going to Empanelled ( separate sheet to be attached) \_\_\_\_\_
- vi. List of Availability of part-time and on call specialist/super specialist along with their Degrees/certificates specialty/super specialty wise for which center is interested for empanelment (separate sheet be attached).
- vii. List of all doctors, paramedical and non-medical (separate list for doctor, paramedical and non medical be attached) along with period of stay and qualification.
- viii. Daily and monthly number of patients super specialty wise (separate sheet to be attached) \_\_\_\_\_.
- ix. Name of existing organizations/institutions with whom the Hospital is empanelled with (details).
- x. Whether NABH accredited (attach valid certificate)

- xi. Whether empanelled with CGHS/ State Govt. / Central Govt. / PSU (attached relevant valid documents)

### 3. Information about Diagnostic Centre:

- i. List of Super Specialty investigations facilities for which diagnostic Centre is interested or empanelment.(As Per Annexure II) (tick if attached).
- ii. Whether NABL accredited (attach valid certificate)
- iii. Whether empanelled with CGHS/ other Govt. Organization/State or Central / PSU (attached relevant documents)
- iv. List of available major equipments i.e. name and year of manufacturing/ installation: separate sheet to be attached).
- v. Total number of Specialty / Super Specialty investigations done per annum (Separate Sheet to be attached with individual investigation details).
- vi. List of Availability of full time Specialist/Super specialists along with their Degrees / certificates in the field of specialty/super specialty for which center is applying for empanelment (separate sheet to be attached) \_\_\_\_\_.
- vii. List of Availability of part-time and on call specialist/super specialist along with their Degrees/certificates in field of specialty/super specialty for which center is going to empanelled: (separate sheet to be attached).
- viii. List of all doctors, paramedical and non medical :-( separate list for doctor, paramedical and non medical be attached) along with period of stay and qualification.
- ix. Name of existing organizations/institutions with whom the Diagnostic centre is empanelled with ( details) and the duration:

### 4. Payment Details:

- i. Demand Draft No. \_\_\_\_\_ and Date \_\_\_\_\_
- ii. Amount Rs. \_\_\_\_\_ /-
- iii. Name of the Bank & Branch \_\_\_\_\_
- iv. Drawee Bank & Branch \_\_\_\_\_.

**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/diagnostic centers 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. An Inspection committee will visit these Hospitals/Diagnostics Centers for inspection if recommended by the Evaluation Committee constituted for the evaluation of proposals.

## ANNEXURE-II

### Specialties for Empanelment

(Tick the specialties in which empanelment are desired by Hospital/centre)

1. Cardiology and cardiothoracic vascular surgery. (     )
2. Neurology (     )
3. Neurosurgery (     )
4. Oncology(     )
5. Oncosurgery (     )
6. Radiotherapy (     )
7. Nephrology (     )
8. Dialysis (     )
9. Urology
10. Urosurgery (     )
11. Gastroenterology (     )
12. Gastrosurgery (     )
13. Paediatric Surgery (     )
14. Endocrinology(     )
15. Endocrine surgery (     )
16. Burns management(     )
17. Plastic surgery (     )
18. Reconstructive Surgery (     )

### Super Specialty Investigation:-

1. CT Scan (     )
2. MRI (     )
3. PET Scan (     )
4. Echocardiography (     )
5. Bone Scan & screening of other parts of body (     )
6. Specialized Biochemical, Immunological investigations (     )

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

**ANNEXURE- III****UNDERTAKING**

I / We \_\_\_\_\_ (name of proprietor/Owner/Legally authorized signatory) have carefully gone through and understood the contents of the Document form and I / We undertake to abide myself / ourselves by all the terms and conditions set forth. I / We are legally bound to provide services to ESIC Beneficiaries as per rates / terms and conditions of Tender documents failing which State Medical Commissioner, Regional Office, ESI Corporation , Jaipur, Rajasthan 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.

I/We have gone through the CGHS rates, terms and conditions available on CGHS website and ESIC rates, available on website of ESIC Rajasthan ([www.esicrajasthan.in](http://www.esicrajasthan.in))

I / We undertake that the information submitted along with document and ANNEXURE I, II, is correct and also fully understand that in case of default security money will be forfeited.

I / We certify herewith that my/our empanelled / Hospital / diagnostic centre has never been de-empanelled / black listed by ESIC / CGHS or any other Govt. Institution / PSUs in the last three years.

Dated  
Name

Signatures

Place:

(With seal/rubber stamp)

**ANNEXURE-IV**

**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 Agree for the terms and conditions prescribed in the tender documents
- 10 Hospital agrees to implement Electronic Medical Records and HER as per the standard approved the Ministry of Health & Family Welfare within one year of its empanelment.

**Signature of Applicant or Authorized Agent**

**ANNEXURE-V****Letterhead of Referring ESI Hospital (P-I)  
Referral Form (Permission letter)**

Referral No : Insurance No/Staff Card No/  
Pensioner Card No :  
(optional)

Photograph  
of the  
Patient

Age/Sex : F/M/S/D/Other

Name of the Patient :

Address/Contact No :

Identification marks (if any) :

IP/Beneficiary/Staff :

Relationship with IP/Staff :

Entitled for Speciality/Super Sp tt : Yes/No

Diagnosis/clinical opinion/case summary :

Relevant Treatment given/ Procedure/ Investigation done in referring hospital :

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

I voluntarily choose \_\_\_\_\_ Hospital for treatment of self or my \_\_\_\_\_

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

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

Date:

**Sign & Stamp of Authorized Signatory \*\***

**\*\* In case of emergency, signature of referring doctor or Casualty Medical Officer.**

**Record to be maintained in the register. New form duly filled will be sent after signature of the competent authority on the next working day.**

**Mandatory Instructions for Referral Hospital:**

- Referral 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 hospital either through e-mail, fax or telephonically (to be confirmed in writing).
- The referred hospital is has to raise the bill as per the agreement on the standard proforma
- along with supporting documents within 6 days of discharge of the patient giving account number and RTGS number etc.

### **Checklist for Referring Hospital**

- 1. Duly filled & signed referral proforma.*
- 2. Copy of Insurance Card/Photo I card of IP.*
- 3. Referral recommendation of the specialist/concerned medical officer.*
- 4. Copy of entitlement for Specialty/super specialty treatment.*
- 5. Reports of investigations and treatment already done.*
- 6. Photograph, if available*

**Date:**

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

**ANNEXURE – VI**  
**Proforma-PH**

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

**Letterhead of Hospital with Address & Email/Fax/Tele-Fax Number  
(NABH accredited/ Super Specialty Hospital)  
(Attach documentary proof)**

**Date of Submission:**

**Individual Case Format**

Name of the Patient :

Referral S.No.(Routine) /  
Emergency/ through verified by SSMC/SMC : hospital

Age/Sex :

Address :

Contact No :

Insurance Number/Staff Card No/Pensioner :  
Card no.

Date of referral :

Diagnosis :

Condition of the patient at discharge :

**(For Package Rates)**

Treatment/Procedure done/performed :

**I. Existing in the package rate list's**

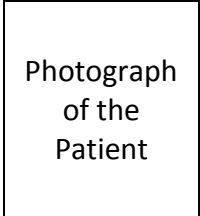
S.No	Chargeable procedure	CGHS Code Number and page No. (1)	Other, if not in page (1), prescribed code No. and page NO.	Rate	Amount claimed with date	Amount admitted (X)	Remarks

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

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

Remarks

(X) to be filled in by ESIC official



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

Sr. No. with date	Chargeable Procedure	Amt. Claimed	Amount admitted With	Remarks(X)

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

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

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

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

Remarks

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 ESIC.

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.

**Sign/Thumb impression of patient with date Sign & Stamp of Authorized Signatory with date**

(for Official use of ESIC)

Total Amt payable:

Date of payment :

Signature of Dealing Assistant

Signature of Superintendent

**Date: Signature of ESIC Competent Authority (MS/SMC/SSMC)**

**Checklist for raising bills**

1. Discharge Slip containing treatment summary & detailed treatment record.
2. Bill(s) of Implant(s) / Stent(s) /device along with Pouch/packet/invoice etc.
3. Photocopies of referral proforma, Insurance Card/ Photo I card of IP/ Referral recommendation of medical officer & entitlement certificate. Approval letter from SMC/SSMC in case of emergency treatment or additional procedure performed.
4. Sign & Stamp of Authorized Signatory.
5. Patient/Attendant satisfaction certificate.
6. Document in favour of permission taken for additional procedure/treatment or investigation.

**(X) to be filled by ESIC Official(s).**

**ANNEXURE VII**  
**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 ESIC.

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.

**Certificate:**

**It is certified that the drugs used in the treatment are in the standard pharmacopeia IP/BP/USP.**  
**It is certified that total amount of Rs \_\_\_\_\_ has been credited to your account no. \_\_\_\_\_, RTGS**

Date:

Signature of the Competent Authority.  
(To be filled up by ESIC official(s))

**ANNEXURE-VIII**  
**Proforma 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 ESIC official(s))

**ANNEXURE -IX**  
**Proforma 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.No	Name of patient with Insurance number	Date of reference	Investigation performed	CGHS/ other code number with page NO.	Charges not in package rate list	Amount claimed with date	Amount admitted (entitled) with date	Remarks disallowance 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 ESIC.

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 Tie-up Hospital****Checklist**

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

**It is certified that total amount of Rs \_\_\_\_\_ has been credited to your account no. \_\_\_\_\_, RTGS no \_\_\_\_\_ on \_\_\_\_\_**

Signature of Account department with stamp.

Signature of Competent Authority

Date:

(To be filled up by ESIC official(s))

Referral Hospital.

Patient Referral No \_\_\_\_\_

**ANNEXURE-X**  
**Proforma P-VI**

**PATIENT/ATTENDANT SATISFACTION CERTIFICATE (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.

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3. It is stated that no money has been demanded/ charged from me/my relative during the stay at hospital.

Sign/Thumb impression of patient/Attendant

Date & Time:

Name of the Patient/attendant

Name of IP

Insurance No/

Staff no

Date of Admission

Date of Discharge



