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Employees State Insurance Corporation Hospital

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(Ministry of labour & Employment, Govt.of India)

SAROJINI NAGAR LUCKNOW-226023

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ESIC HOSPITAL, SAROJINI NAGR, LUCKNOW

No.T/302/S.C.-ESICH/Lko/

Dt. 29.08.2017

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF SECONDARY CARE SERVICES FOR ESI BENEFICIARIES REFERED BY ESIC HOSPITAL, SAROJINI NAGR, LUCKNOW

1 · INTRODUCTION

ESIC is a statutory organization under the Ministry of Labour & Employment providing comprehensive health care through a network of dispensaries and hospitals to its insured persons & their family in majority of States/Districts of the Country.

2 · On the Direction of the Director Medical Delhi Expression of Interest (EOI) is invited from only CGHS empanelled Hospitals of Lucknow for the empanelment of Secondary care (Specialty) treatment services on cashless basis for ESI Beneficiaries at CGHS rates at Lucknow / AIIMS rates as in force from time to time. The applicants shall download all the documents such as the Application form, Terms and Conditions (Annexure-I), Expression of Interest form (Annexure-II), Information about services being offered (Annexure-III), Rate list (Annexure-IV) and undertaking (annexure-V) from our being offered (Annexure-III), Rate List (Annexure-IV) and Undertaking from our website www.esic.nic.in. Duly filled application may be dropped in EOI Box marked for secondary care medical services on all regular working days (Monday to Saturday) from 09.00 to 01.00 PM till 26.09.2017 (last date of submission) in MS Office at ESIC Hospital, Sarojini Nagar, Lucknow. The EOI will be opened at 11:00 PM on 27.09.2017

3 · Last date of submission of application: 26.09.2017 till 4.00 pm.

4 · Application form should accompany non-refundable processing fees of Rs. 500/- in the form of Bankers Cheque / Bank Draft drawn in favour of “ESI Fund A/c No.1” payable at Lucknow.

5 · Duly completed application form (s) along with Annexure and supporting documents thereof shall be subscribed as “EOI FOR EMPANELMENT OF HOSPITALS FOR SECONDARY CARE (SPECIALITY) TREATMENT” and sent to the address as mentioned above.

6 · Application received after the scheduled date and time shall summarily be rejected.

7 · The competent authority reserves the right to accept or reject any or all the application without assigning any reason(s) thereof.

Sd/-

**Medical Superintendent,
ESIC Hospital, Sarojini Nagar, Lucknow**

Application form

(EOI For empanelment of Hospitals for Secondary Care Treatment)

To,

The Medical Superintendent
ESIC Hospital,
Sarojini Nagar, Lucknow

Subject: Expression of Interest (EOI) for empanelment for Secondary Care Treatment to ESI Beneficiaries at ESIC Hospital Lucknow.

Sir/Madam,

In reference to your advertisement in the news paper/website dated, I/We wish to offer the Secondary Care (Specialty) treatment services to ESI beneficiaries on cashless basis. I/We Pledge to abide by the terms and conditions of the EOI document and I/We also certify that all the information as submitted by me/us in Annexure I, II, III, IV and V are correct and I/We fully understand the consequences of default on our part, if any.

(Name and Signature of the Proprietor)

Place :

Date :

Enclosures: Duly filled signed and stamped Annexure I, II, II, IV and V

TERMS AND CONDITIONS

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

1. General Terms and Conditions:

- a) The Hospital _____ with in the radius of 20 km of this Hospital ___in Lucknow (Preference will be given to the nearest Hospital) providing secondary care treatment services (it does not include the services by the super Specialists) may apply. Preference will be given only to Hospitals (having required facilities) approved by CGHS.
- b) Duly completed EOI forms may be sent to the Medical Superintendent, ESIC Hospital, Sarojini Nagar, Lucknow . The application should be super scribed as “EOI for empanelment of Hospitals for Secondary Care (Specialty) Treatment. Application received after the scheduled date and time, without the prescribed fee and necessary documents shall summarily be rejected.
- c) Rates of package and procedure/Investigation will be as per Central Government Health Scheme (CGHS) rates at Lucknow as revised from time to time. Where these rates are not available, AIIMS Rates, if available, will be applicable.
- d) Contract may be awarded to one or more Tenderers depending upon the concentration of ESI beneficiaries.
- e) The Applicant should apply for at least five Specialties in secondary care (i.e. Medicine, surgery, gynecology & obstetrics , orthopedics and pediatrics)
- f) Successful applicants shall have to furnish a Performance Bank Guarantee of Rs. Two Lakh from a nationalized bank having validity of 24 months or more from the date of agreement.
- g) Application form and (Annexure I,II, III, IV & V) should be duly filled and signed by the proprietor or duly authorized person with official seal/rubber stamp.
- h) The application if received, from the Hospitals which have been de-empanelled by ESIC/CGHS or any other Government Institution, will not be taken into consideration for three years from the date of de-empanelment. (The Institution has to give undertaking in this regard in Annexure-V).
- i) The applicant or his/her representative should always be available/ approachable over phone. For this purpose, a Nodal Officer shall be nominated by hospital to interact with ESIC beneficiaries/ Medical Supdt., . His/her mobile number/email ID/fax details should be made available to ESIC & should also be displayed at the helpdesk provided for ESIC beneficiaries.
- j) The empanelled centre shall send the bills online through UTI and hard copy to be submitted in duplicate within 07 days of discharge of the patient to the Medical Superintendent Office, ESIC Hospital, Lucknow.
- k) An agreement on Non-Judicial stamp paper of Rs. 100/- shall be signed with Hospitals that are approved for empanelment after scrutiny of EOI .The incidental charges related to agreement shall be borne by the empanelled centre.

2. Eligibility :

- a- Only CGHS approved hospitals.
- b · Hospitals in Lucknow
- c · MCI Approved Medical Colleges .
- d · The Essential Requirement of Hospitals :-
 1. The Hospital should have minimum of 100 beds.
 2. The Hospital should have minimum 10 bedded ICU.
 3. The Hospital should have at least five Specialties in secondary care (i.e. Medicine, surgery, gynecology & obstetrics and pediatrics)
 4. 24 Hours emergency services managed by technically qualified staff.
 5. Provision of dietary services (all meals) to the ESIC patients without any charge.
 6. NABH accreditation.
- e · Exclusive Eye centers of Lucknow can be empanelled if fulfilling the criteria as defined by CGHS may also apply.
- f · Operational Pharmacy / Diagnostic Centre/ Blood Bank in hospital will be preferred.
- g · Information about specialty being offered for empanelment is to be submitted in Annexure-III.

3. Conditions related to Packages and other rates:

- a) Package rate shall mean and include lump sum cost of in-patient treatment/diagnostic procedure/lab investigations /day care for which a ESI beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge as per CGHS terms and conditions.
- b) In order to remove the scope of any ambiguity on the point of package rates, it is reiterated that the package rate for a particular procedure is inclusive of all sub-procedures and all related procedures to complete the treatment procedure. The patient shall not be asked to bear the cost of any such procedure / item.
- 4. The Hospital should be well equipped and engaged in providing Medical and/or surgical facilities. The facility should have an in-house operational pharmacy and diagnostic services to provide cash less service to the patient.
- 5. Hospital should have fully qualified doctors and nursing and other staff under its employment round the clock.
- 6. The empanelled hospital shall not refuse to treat any ESI patient.
- 7. The hospital shall levy CGHS rates at Lucknow /AIIMS approved rates / Own hospital rates for management whichever is lower. If no such rates are available, then service provider will give 15 (fifteen) percent discount on hospital schedule rates.
- 8. The Services provided to ESI Insured person and dependent family members shall be cashless. In no case the empanelled hospital will ask for cash/kind from the ESI beneficiary even for the facilities for which the Hospital is not empanelled for.
- 9. Increased duration of indoor treatment due to infection or the consequences of surgical procedure if not justified or due to any improper procedure will not be reimbursed. However if additional stay beyond the period covered in package rate is required for recovery in exceptional cases, supported by relevant medical record and certified as such by the hospital, additional reimbursement shall be allowed.

10. Accommodation charges as per entitlement, investigation charges (at approved rates), Doctor visit charges (not more than two visits per day by specialist/consultant) and cost of medicines.(i.e. as per CGHS terms & conditions) will be reimbursed.
11. The package rates given in CGHS rate list for Lucknow are for Semi-Private Wards. At present, ESI beneficiaries (Insured person(IP) and dependant family members) are entitled for general ward and hence there will be a decrease of 10 (Ten) percent in bill. No separate room rent will be admissible.
12. Any legal liability arising out of such services shall be the sole responsibility of the empanelled Hospital/Centre and shall be dealt with by the concerned empanelled hospital. However, Services will be provided by the hospital as per the terms of contract.
13. Empanelled Centers will investigate/treat the ESI beneficiary patient only for the condition for which they are referred with permission. However, in case of unforeseen emergencies during admission necessary life saving measures may be taken and Medical Superintendent, ESIC Hospital, Lucknow, shall be informed accordingly by email with justification.
14. During the patient treatment of ESI beneficiary, the empanelled hospitals/empanelled Centre will not ask the attendant to provide separately the medicine/equipment etc from outside and the centre will provide the treatment within the package rates, fixed by the CGHS rates at Lucknow / AIIMS which includes the cost of all the items.
15. The empanelled hospital shall provide free OPD consultation for follow up after hospitalization for at least two visits.
16. 10% discount on MRP of drugs.
17. Wrappers and invoice for drugs costing more than Rs 5000 /- is mandatory .

Payment Schedule

- 1 · The patient referred directly from Hospital/CMO on Emergency duty to the tie up hospital should get approval online through UTI module within 24 hours or next working day. This will form the basis for scrutiny of claim by UTIITSL
- 2- The empanelled hospitals will send bill along with necessary supportive documents online through UTI and Hard Copy will be sent to the Medical Superintendent, ESIC Hospital, Lucknow, Uttar Pradesh , in duplicate within 07 days of discharge of the patients.
- 3 · Tie up hospital will raise a consolidated bill for the services rendered. The details of documents to be submitted are as follows:-
 - a · Discharge slip duly verified by treating doctor incorporating history of the case, diagnosis details of procedure done/treatment given and medicine doses given/advised on discharge along with the duration of hospital stay. Discharge slip should be accompanied with the copy of the case sheet. The discharge slip should have signature of the beneficiary/attendant and treating consultant in original along with his/ her stamp.
 - b · Reports of investigations in original duly verified.
 - c · Original bills of implants/devices etc duly verified by the treating consultant should be attached. The bill should have details of the implant/device i.e. batch no. size, quantity expiry date (if any).
 - d · Stickers of implants duly verified by the treating consultant should be attached.
 - e · Referral form duly filled from ESIC Hospital, Sarojini Nagar, Lucknow.

- f · ESI benefit entitlement certificate.
- G Pehchan card/Identity certificate of the insured persons (IP)/family.
- H The original bill of the hospital in relation to the patient duly signed by the authority, duly stamped and dated.
- i · Patient/attendant satisfaction certificate.

The above documents related to treatment/investigation duly verified by the treating/investigating Doctor shall be submitted by the hospital/diagnostic centre along with the bill in duplicate in prescribed format.

The bills must be submitted to this office for payment within 07 days of discharge/completion of consultation/treatment/investigation.

The bills received after the above mentioned period shall not be entertained.

Duration of the Contract

The contract shall remain in force for a period of two years from the date of signing of the contract and may be extended for one more year subject to performance of the hospital on fulfillment of all terms and conditions of this contract and continuation of empanelment with CGHS with mutual consent.

Duties and Responsibilities of Empanelled Hospitals

- a · It shall be the duty and responsibility of the hospital/investigation centre at all times, to obtain, maintain and sustain the valid registration and high quality & standards of its services and healthcare and to have all statutory/mandatory licenses, permits or approvals of the concerned authorities as per the existing laws.
- b · Display Board regarding cashless facility for ESI beneficiary will be required. The list of necessary documents required for treatment/investigations at the Empanelled Hospital must be displayed on the board. A help desk shall be there for facilitation of ESI beneficiaries. The Name and Contact Number of ESI Nodal Officer(s) should also be displayed on the notice board both in English and Hindi.
- c · Empanelled Hospital/centre shall abide by all conditions herein mentioned during the period this contract is in force.
- d · The empanelled centre will have to comply with the instructions/directions issued by the Medical Superintendent, ESIC Hospital, Lucknow
- e · Failure of Empanelled Hospital/centre to comply with any of the above condition any time during the period the contract is in force, will make the empanelled centre liable for de-empanelment after giving due notice.

Hospital obligations during the Contract Period

The empanelled Hospital is responsible for and obliged to carry on all duties in accordance with the Contract, using state-of-the-art equipments/methods and economic principle and exercising all means available to achieve the performance specified in the Contract. The Hospital is obliged to act within its own authority and abide by the directives issued by the Medical Superintendent, ESIC Hospital, Lucknow from time to time. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

Hospital must intimate the change in the form of ownership, incorporation or collaboration failing which the contract may be terminated by The Medical Superintendent, ESIC Hospital, Lucknow Office after due process.

Liquidated Damages

Empanelled centre shall provide the services as specified by the ESIC under terms & conditions of the contract. In case of violation of the provisions of the contract by the empanelled centre, payment of the incoming/pending bills may be withheld and PBG(Performance Bank Guarantee) may be invoked. For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / further bill of the Hospital. The Empanelled hospital shall undertake to indemnify for any loss suffered by ESIC due to any fraud or misrepresentation in the bills on the part of hospital. The Medical Superintendent, ESIC Hospital, Lucknow shall have exclusive right to terminate the contract at any time.

Risk and Cost

Patients cannot be denied treatment on the pretext of non availability of beds/specialist etc. in case of failure by the empanelled hospital to perform its duties under this contract due to whatever reason, The Medical Superintendent, ESIC Hospital, Lucknow has right to get the performance of duties done from any other hospital at the sole risk and cost of the empanelled Hospital.

Termination for Default

- a · The Medical Superintendent, ESIC Hospital, Lucknow, may, without prejudice to any other remedy and for breach of Contract in whole or part may terminate the contract .
- b · 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 contract, or within any extended period thereof if any, granted by ESIC.
- c · If the Hospital fails to perform any other obligation(s) under the Contract.
- D - If the Hospital, in the judgment of the ESIC, is engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e · If the hospital fails to follow instruction, guidelines and submits bills in its own way and with repeated deficiencies, the institution shall be liable for de-empanelment.
- f · If the Hospital is found to be involved in or associated with any unethical, illegal or unlawful activity, the contract will be summarily suspended by ESIC and thereafter ESIC may terminate the contract, after giving a show cause notice and considering its reply (if any) received within 10 days of the receipt of show cause notice.
- g · The ESIC shall have the right to terminate the Contract in case the empanelled hospital is wound up/dissolved/re-incorporated. The termination of contract shall not relieve the empanelled centre of their heirs and legal representatives from their liability in respect of the services provided by the Empanelled Centre during the period when the contract was in force.
- h · Either party can terminate the contract by giving 03 month notice.

Premature termination of contract:

In case of premature termination of contract by the empanelled centre without a notice of at least three months duration, it will have to pay to the ESIC, the damages to be determined by the Medical Superintendent, ESIC Hospital, Lucknow, the same may be recovered either from pending bills or performance Bank Guarantee may be invoked or both (if not paid otherwise).

Indemnity

The Empanelled Hospital shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims and demands brought or made against in respect of anything done or purported to be done by the Hospital/Centre in execution of or in connection with the services under this contract and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC along with the Hospital/centre or otherwise, as a party for anything done or purported to be done in the course of the execution of this contract. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC from all demands or responsibilities arising from accidents or loss of life resulting from negligence or unreasonable conduct on the part of empanelled hospital. The Hospital will solely 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 always entirely at the cost of the tie-up Hospital defend such suit, either jointly with the tie up Hospital or unilaterally in case the latter chooses not to defend the case.

Arbitration

If any dispute or difference of any kind what so ever (the decision thereof not being otherwise provided for) shall arise between the ESIC and the Empanelled Hospital upon or in relation to or in connection with or arising out of the Contract, shall be referred for arbitration by the Medical Superintendent, ESIC Hospital, Lucknow. The Arbitrator will be appointed by The Medical Superintendent, ESIC Hospital, Lucknow. The decision of 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 the office of The Medical Superintendent, ESIC Hospital, Lucknow. Any legal dispute shall be settled at Court having its jurisdiction in Lucknow only.

Legal

- a) Force Majeure will be applicable to both parties. A party claiming Force Majeure shall exercise reasonable diligence to seek overcome the Force Majeure event and to mitigate the chances of non-performance of its obligation under the tender.
- b) Any medico-legal issues arising in the course of or out of treatment of patients will be the sole responsibility of Service Provider. The Service Provider will keep the Hospital/administration/ Medical Superintendent, ESIC Hospital, Lucknow duly indemnified.

c) Provision of Consumer Protection Act and RTI act are applicable to the Service Provider also.

- d) The bidder / Service Provider shall keep ESIC Indemnified against any claim, litigation, and proceedings on this account.

TDS and other Statutory Deductions:

TDS and other Statutory Deductions will be done as per Income Tax Rules or other applicable statutory provisions as prevalent from time to time.

Miscellaneous

- a · Nothing under this Contract shall be construed as establishing or creating between the parties any relationship of Master and Servant or Principal and Agent between the ESIC and Empanelled Centre.
- b · The Empanelled Hospital shall not represent or hold itself out as an agent of the ESIC.
- c · The ESIC will not be responsible in any way for any negligence or misconduct on the part of the Empanelled Hospital 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 or on behalf of the Hospital or in the course of doing its work or performing its duties under this Contract or otherwise.
- d · The Empanelled Hospital shall notify ESIC of any material change in their status and their shareholdings or that of any Guarantor of the Empanelled Hospital/Centre in particular where such change would have an impact in the performance of obligation under this contract.
- e · This Contract can be modified or altered only on written Contract signed by both the parties with mutual consent.
- f · The ESIC shall have the right to terminate the contract in case the empanelled hospital is wound up/dissolved. The termination of Contract shall not relieve the Empanelled Centre or their heirs and legal representatives from their liability in respect of the services provided by the Empanelled Centre during the period when the Contract was in force.
- g · The hospital/centre shall bear all expenses incidental to the agreement.

Notices

- a · Any notice given by one Party to other pursuant to this Contract shall be sent to other party in writing by Registered Post at the official addresses mentioned in the contract.
- b · A notice shall be effective when served or on the notice's effective date, whichever is later.
- c · Registered communication shall be deemed to have been served even if it is returned with the remarks like refused left premises, locked etc. The Medical Superintendent, ESIC Hospital, Lucknow reserves the right to accept or reject any tender without assigning any reason thereof.

I/We _____ (name of proprietor) have carefully gone through and understood the contents of the tender document and I/We undertake to abide myself/Ourselves by all the terms and conditions set forth.

Date:

Place:

(Name and signature of proprietor or authorized person with Office seal/rubber stamp)

Expression of Interest/Offer form (Information about the Centre)

(To be submitted duly filled along with supporting documents along with the application form for secondary care)

1 · General Information for Hospital :

i · Name of the Hospital with complete address

ii · Distance from ESIC Hospital Sarojini Nagar, Lucknow.

iii · Telephone and fax Number(s) along with STD Code

: _____

iv · Email ID _____

v · Mobile No. of Head of Institution _____

vi · Name, designation along with contact numbers (landline and mobile) of authorized person/Officer (attach authority letter)

vii · PAN/TAN number of firm/Proprietor (Photocopy to be attached) _____

2-Information Regarding Hospital:-

i · List of available secondary care services for which the hospital is interested for tie-up arrangement: (As per Annexure-III).

ii · Bed Strength of the Hospital (As per secondary care Services)

iii · No. of ICU Beds (secondary care): _____

iv · Number of functioning Operation Theatres secondary care wise

: _____

v · List of Availability of full time Specialists along with their Degrees/Certificates for which going to be empanelled : (Separate sheet to be attached) _____

vi · Category of the hospital NABH or equivalent as per CGHS/Non NABH.

vii · Actual Rate list of hospital for various packages/procedures(Annexure IV)(tick if attached)

Operational Pharmacy / Diagnostic Centre / Blood Bank Yes / No , If No - Tie Up Details.

· Total Number of Specialties with consultant covered.

Date :

Place:

(Name and signature of proprietor/authorized person with office seal/rubber stamp)

(Note :- Enclosures to be attached in the order as per the information given above.)

Annexure III

Information about Specialty being offered for Empanelment.

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

Name of the Hospital:

Specialty Treatment:

- Anesthesia – Post Surgical ICU
- Medicine – ICU,ICCU Respiratory ICU, Nephro ICU and Gastro ICU.
- Obst & Gynae- High risk Obst. Patients NICU for high risk baby and blood bank facility.
- Ortho- Patient requiring ICU care , Pelvic Surgery Arthroscopy and Arthroplasty.
- Surgery _ post Surgery ICU care.
- Peadriatics – PICU and NICU
- ENT – ICU Care, Complicated Ear and sinus surgery.

(Name and signature of proprietor/authorized person with office seal/rubber stamp)

Annexure-IV
Rate list of hospital(facility/investigation wise) attached

Date :
Place :

(Name and signature of proprietor/authorized person with office seal/rubber stamp)

Annexure-V
UNDERTAKING

I/We _____ (Name of proprietor/Director/Authorized person) 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 undertake legally bound to provide services to ESIC beneficiaries as per CGHS/AIIMS rates and other terms and conditions of Tender documents falling which the Medical Superintendent, ESIC Hospital, Lucknow is entitled to take action against me/us as he/she deems fit. I/We also undertake to provide uninterrupted services otherwise alternative arrangements will be made at the risk and cost of our institute.

I/We undertake that the information submitted along with document and Annexure I,II,III &IV is correct and also fully understand the consequences of default. I/We certify herewith that my/our empanelled/Hospital has never been de-empanelled/black listed by ESIC/CGHS or any other Govt. Institution/empanelling centre in the last three years.

Date :

Place :

(Name and signature of proprietor/authorized person with office seal/rubber stamp)