



ESIC  
Chinta Se Mukti

Employees' State Insurance Corporation Model Hospital, Haryana

(Ministry of Labour and Employment, Govt. of India)

Plot No 41, Sector-03, IMT Manesar, Haryana- 122050

Tel/Fax: 0124-2290189

E-mail-ID-ms-manesar.hr@esic.in

F.No: 133/SST/Dental/2016

Dated: 07/08/2018

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## **Tender for Empanelment of Ophthalmology Hospital for Secondary Care Treatment**

### **EXPRESSION OF INTEREST**

**(Please read all terms and conditions carefully)**

Medical superintendent ESIC Hospital Manesar (Gurgaon), invites Expression of Interest from Government/Semi Govt/CGHS approved/Private Hospitals for Empanelment of centres for Secondary care treatment/investigations of Ophthalmological Service for the period of two years, which are not available in ESIC Hospital Manesar (Gurgaon), on cashless basis at CGHS Rates (given at its website)/ESIC Rates, in sealed envelope. Application forms along with Terms and conditions can be downloaded from the website at [www.esic.nic.in](http://www.esic.nic.in). Duly filled forms / signed and stamped on each page complete in all respect should reach the office of Medical Superintendent by 27/08/2018 up to 02.00 p.m. hrs.

Bids will be opened on 27/08/2018 in the office of Medical Superintendent, 4th floor ESIC Hospital, IMT Manesar at 2.30 P.M hrs. If Bids opening date happened to be a holiday, it will be accepted & opened on next working day. Tenderer/authorized person may choose to be present at the time of opening of bids.

The Hospitals/ Diagnostic Centres who have already empanelled with this office should also give their expression of interest for continuation of services along with form" cost of form, necessary enclosures and they need to apply afresh, otherwise their agreement would be treated as cancelled on respective due dates.

There will be inspection of the centre (If any) by a duly Constituted Committee on the address given in Document form.

GENERAL TERMS AND CONDITIONS FOR TENDER

1	Period submission of e-tender from	From 07/08/18 to 27/08/18 upto 02:00 Pm
2	Pre-Bid Meeting	17/08/18 at 11:00 Am
3	Last Date & Time of Submission of e-tender	27/08/18 upto 02:00 Pm
4	Date & Time of Opening of e-tender	27/08/18 at 02:30 Pm
5	Performance Security/Security Deposit Money (For Successful tenderer)	Rs. 1,00,000/-

**INSTRUCTIONS**

**INSTRUCTIONS FOR E-TENDERING**


- A. The bid can be uploaded upto 02.00 PM on dated 27/08/2018 and any bid upload after the prescribed time shall not be considered irrespective of rates. The bid will be opened on the same dated i.e 27/08/2018 at 02.30 PM.
- B. The Bidder should carefully read, understand and seek clarification if any before uploading the bid. No claim whatsoever will be entertained for any alleged ignorance thereof.

1. **PREPARATION OF TENDER:**

The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other officer nominated by him inspect the premises of tenderer at all reasonable times.

2. **OPENING OF E-TENDER:**

The tender shall be opened on the date and time mentioned here in the document.

	<p>Employees' State Insurance Corporation Model Hospital, Haryana (Ministry of Labour and Employment, Govt. of India) Plot No 41, Sector-03, IMT Manesar, Haryana- 122050 <u>Tel/Fax: 0124-2290189</u> <u>E-mail-ID-ms-manesar.hr@esic.in</u></p>
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### **Important Instructions for Bidders regarding Online Payment**

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E-Tenders.

Bidder should get Registered at <https://esictenders.eproc.in>.

**Bidders should add the below mentioned sites under Internet Explorer → Tools → Internet Options → Security → Trusted Sites → Sites of Internet Explorer :**

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.ipg-online.com>

Also, Bidders need to select “Use TLS 1.1 and Use TLS 1.2” under Internet Explore → Tools → Internet Options → Advanced Tab → Security.

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or NetBanking for participating in the Tender.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>

**CONDITIONS FOR AWARD OF CONTRACT.**

Only those applications will be considered for Award of contract that will fulfill all technical conditions and also have satisfactory report of inspection committee.

1. Rates of package and procedure should be as per **Revised CGHS RATES (DELHI). ESIC PACKAGE RATES** (where CGHS PACKAGE rates not available)/or any other rates prescribed by ESIC Headquarters time to time.
2. Award of contract may be given to one or more Tenderer.
3. Successful tenderer shall have to deposit a security amount of Rs. 100000/- (Rs. One Lac Only) 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 24 plus 2 months (60 days extra from the expiry of contract) and will be refunded after termination/completion of contract without any interest.
4. Tender form and ANNEXURE-J (a, b) should be duly filled and signed & uploaded online & hard copy must be submitted offline also.
5. Forms may be downloaded from ESIC website (www.esic.nic.in).
6. The applications, if any received, from the Institution which was de-empanelled by ESIC shall be taken/not being taken into consideration (as per Hqr. Office verdict in the matter). Final decision of ESIC authorities shall be binding on the Institution.
7. An agreement on stamp paper of Rs. 100/- shall be signed after finalizing the verification/physical verification of records/ institution and incidental charges related to agreement shall be borne by the Empanelled centre. **Agreement will be effective w.e.f date of signing of the agreement.**

Technical Bid must be accompanied with documents as per annexure- J (a, b & must be online uploaded) otherwise EOI document will be out rightly rejected.

**MINIMUM REQUIREMENT OF HOSPITAUEMPANELLED CENTRE**

**(A). MINIMUM NUMBER OF BEDS REQUIRED**

i. Metro cities (except Mumbai)..... 50

(Mumbai-the cases is sub-judice in Mumbai High Court)

ii. Other cities ..... 30

NB: The number of beds as certified in the Registration Certificate of State Government /Local Bodies/NABH/ Fire Authorities shall be taken as the valid bed strength of the hospital.

(B) 24 hr emergency services managed by technical qualified staff.

(C) Provison of dietary service.

## I. GENERAL TERMS AND CONDITIONS

### **Integrity Pact:**

Bidders are required to sign Integrity Pact as per format in Format-X of this tender document and has to be abide by the conditions of this Integrity Pact and specific directions, if any, of the committee to be nominated by the ESIC at a later stage. Bidder will upload signed Integrity Pact and submit signed hard copy in separate envelop along with tender document. Only as 2<sup>nd</sup> party and ESIC will sign the Integrity Pact as buyer & 1<sup>st</sup> party after opening the bids at later stage.

(a) Hospital should be located within distt. of gurgaon only.

(b) Package rate shall mean and include lump sum cost of in-patient treatment /day care/diagnostic procedure for which a ESI beneficiary/ESI STAFF (SERVING AND RETIRED) 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):

- (1.) Registration charges
- (2.) Admission charges
- (3.) Accommodation charges including patients diet
- (4.) Operation Charges
- (5.) Injection Charges
- (6.) Dressing Charges
- (7.) Doctor / consultant visit charges
- (8.) ICU/ICCU charges
- (9.) Monitoring Charges
- (10.) Transfusion charges
- (11.) Anaesthesia charges
- (12.) Operation Theatre charges
- (13.) Procedural charges / Surgeon's fees
- (14.) Cost of surgical disposables and all sundries used during hospitalization
- (15.) Cost of medicines
- (16.) All other related routine and essential investigations
- (17.) Physiotherapy
- (18.) Nursing care charges for its services and all other incidental charges related thereto.

(c) Package rates have been revised for the treatments/procedures not prescribed by CGHS. They will be called as ESIC Rates.

(d) Certain discount on Drugs/treatment/procedures/devices has been finalized. These are as under:

1. 15% discount on hospital rates if there is not package procedure under CGHS/ESIC.
2. For devices/stents etc. not described under CGHS Rules, 15 % discount on MRP (Maximum Retail Price).
3. In case of drugs not available in the CGHS/ESIC package/Procedure, 10% discount on the MRP.

(e) Regarding the patients admitted in tie-up hospitals, the empanelled hospitals should levy CGHS or ESIC approved rates for the procedures for which the tie-up hospitals are not empanelled. If no such rates are available, then there shall be a discount of 15% on normal scheduled rates of the hospital with prior permission of Medical Superintendent.

(f) Cost of implant/stents/grafts is reimbursable in addition to package rates as per CGHS/ESIC ceiling rates for implant.

(g) Hospital/diagnostic centers empanelled under Medical Superintendent ESIC Hospital, Manesar (Gurgaon) shall not charge more than package rate/rates.

(h) Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and are not included in package rates.

II. Package rates envisages duration of indoor treatment as follows:

Upto 12 Days: for Specialized (Super specialty) treatment

Upto 7 Days: for the other Major Surgeries

Upto 3 Days: for Laparoscopic Surgeries

1 Day: for day care/Minor OPD surgeries.

III. 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 not be reimbursed.

IV. However, Extended stay i.e. more than period covered in package rate, in exceptional cases, Supported by relevant documents and medical records and certified as such by hospital, 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 for additional stay. The approval from ESIC Hospital, Manesar (Gurgaon) is required in the matter. The approval must be attached with the bill so sent for payment to the concerned.

V. The package rates/rates given in rate list are for Semi-private Wards. If the beneficiary is entitled for general ward there will be a decrease of **10%** in the rates. For private ward entitlement, there will be an increase of **15%** . However the rates shall be same for investigation irrespective of entitlement, whether the patient is admitted or not and the test, per se, does not require admission.

VI. A hospital/diagnostic center empanelled under Medical Superintendent, ESIC Hospital Manesar whose rates for treatment procedure/test are lower than the CGHS prescribed rates shall charge as per the rates charged by them from Non - ESIC Beneficiaries and will furnish a certificate that rate charged are not more than that is charged from Non - ESIC Beneficiaries. Rate list of the hospital /empanelled centre is to be submitted along with technical conditions.

**DISCOUNTS:** Any discount on CGHS/ESIC Package for Surgeries etc. to be mentioned.

VII. The maximum room rent for different categories would be:

General ward Rs. 1000/- per day.

Semi-private ward Rs. 2000/- per day.

Private ward Rs. 3000/- per day.

- (b) Room rent is applicable only for treatment procedures for which there is no CGHS prescribed package rate. Room rent will include charges for occupation of Bed, diet for the patient, charges for water and electricity supply, linen charges, nursing and routine up keeping.
- (c) During the treatment in ICU/ICCU, no separate room rent will be admissible.
- (d) Private ward is defined as a hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishings. The room shall have furnishings like wardrobe, dressing table, bedside table, sofa set etc. as well as a bed for attendant. The room has to be air conditioned.
- (e) Semi private ward is a hospital room where 2 or 3 patients are accommodated which has attached toilet facilities and necessary furnishings.
- (f) General ward is defined as Halls that accommodate 4 to 10 patients.
- (g) Normally treatment in higher category of accommodation than the entitled category is not permissible. However in Case of an emergency When entitled category accommodation is not available; admission in immediate higher category is to be allowed till entitled accommodation is available. Even in this case the empanelled centre has to charge as per entitlement of the patient.

VIII. The empanelled Hospital/Diagnostic centres shall honour permission letter issued by the MS/DMS/ IMO In charge of the ESIC Hospital and provide treatment / investigation, facilities as prescribed in permission letter.

IX. The hospital/diagnostic centre shall provide treatment/investigation on cashless basis to the Insured person and dependent family members/ESI staff (serving and retired).

X. If one or more minor procedures form part of a major treatment procedure than package charges would be permissible for major procedure and only 50% of charges for minor procedures.

XI. Any legal liability arising out of such services shall be the sole responsibility of the 2nd party and shall be dealt with by the concerned empanelled hospital/diagnostic centre & ESIC can not be held liable by any one for same in any manner Services will be provided by the hospital/diagnostic centre as per the terms of agreement.

XII. Primary and Secondary care treatment/investigation which is available at ESIC Hospital will be provided by the ESIC Hospital, Manesar (Gurgaon). And patients will be referred only for those secondary care treatment/investigation facilities which are not available in ESIC Hospital.

XIII. Patient will be referred with a Permission letter signed by the competent authority. The cases referred between 4 pm to 9 am in next morning (Emergency cases) will be signed by Casualty medical officer, the Photostat copy of the same permission letter will be signed by the MS/DMS/IMO In charge of the ESIC Hospital next day and will be sent to empanelled centre by mail/post.

- XIV. During the Inpatient treatment of ESI beneficiary, the 2nd party 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.
- XV. In case of any natural disaster/epidemic, the hospital/diagnostic hospital shall have to fully cooperate with the ESIC and will convey/reveal all the required information, apart from providing treatment.
- XVI. The EMPANELLED CENTRE will investigate/treat the ESI beneficiary patient only for the condition for which they are referred with permission, and in the specialty and/or purpose for which they are approved by ESIC. In case of unforeseen emergencies of these patients during admission for approved purpose/procedure, necessary life saving measures may be taken and concerned authorities may be informed accordingly afterwards with justification for approval.
- XVII. The tie up hospital will not refer the patient to other specialist/other hospital without prior permission of ESIC authorities.
- XVIII. **The empanelled centre will have to report admitted patients on dally basis to Medical superintendent on e-rnail address ms-mansar.hr@esic.nic.in** regarding showing details of ESI Insured person under indoor treatment as per format given by ESIC Hospital, failing which hospital may be de-empanelled.
- XIX. Feedback form duly signed by admitted referred patient must be attached while preparing the bills, failing which bill will not be processed and will be returned back for needful.
- XX. The Health Care Organizations should preferable be accredited by **National Accreditation Board for Hospitals & Healthcare Providers (NABH)/National Accreditation Board for Testing and Calibration Laboratories (NABL)**.
- XXI. The hospitals/Imaging centres/Diagnostic Lab which are not NABH accredited and diagnostic laboratories which are not NABL accredited may be empanelled **provisionally** on the basis of fulfilling the criteria and submission of an affidavit that the information provided has been correct and in the event of failure to get recommendation from NABH/NABL as the case may be, which must preferably be done with in a period of six months but not later than one year of their empanelment, the empanelled hospital/ diagnostic laboratory shall forego 50% of the Performance Bank Guarantee and its name would be removed from the panel of ESIC.
- XXII. ESIC also reserves the right to prescribe/revise rates for new or existing treatment procedure(s)/ investigation(s) as and when CGHS revises the rates, or otherwise.
- XXIII. Scanned Copies of all the documents mentioned in the criteria for empanelment annexure-J(b). must be uploaded online without which tender may be rejected.
- XXIV. The Health Care Organization must have been in operation for at least one full financial year. Copy of audited balance sheet, profit and loss account for the preceding financial year to be submitted (Main documents only).
- XXV. Copy of NABH/NABL Accreditation in case of NABH/NABL accredited Health Care Organizations.
- XXVI. Copy of NABH/NABL application in case of Non-NABH/Non-NABL accredited Health Care Organizations.



- XXVII. List of treatment procedures/investigations/facilities available in the Health care Organization and copy of rate list of procedures which is not listed in CGHS rates.
- XXVIII. Compliance with all statutory requirements including that of Waste Management.
- XXIX. Fire Clearance Certificate/Certificate by authorized third party regarding the details of Fire safety mechanism as in place in the Health Care Organization.
- XXX. AERB approval for tie-up for radiological investigations/Radiotherapy, wherever applicable.
- XXXI. The Health Care Organization must give and undertake accepting the terms and conditions spelt out in the Memorandum of Agreement which should be read as part of this document.
- XXXII. The Health Care Organization must certify that they shall charge as per CGHS rates and that the rates charged by them are not higher than the rates being charged from their other patients who are not ESI beneficiaries.
- XXXIII. The Health Care Organization (except exclusive eye hospitals/centres, exclusive dental clinics/ diagnostic laboratories/imagine Centre) must agree for implementation of EMR/EHR as per the standards notified by Ministry of Health & Family Welfare within one year of their empanelment.
- XXXIV. Photo copy of PAN Card.
- XXXV. Bank details.
- XXXVI. Eye Hospital/ Center must have a minimum annual turnover of 20 lacs (Attach valid document).

#### **TERMS AND CONDITION FOR LABORATORY SERVICES AVAILABLE IN HOSPITAL**

1. The tenderer or his representative should be available / approachable over phone and otherwise on all the days.
2. In emergencies, the lab should be prepared to inform Reports over the telephone/e- email.
3. The lab must be standard one (and if NABL accreditation submit such proof), with standard equipment, re-agents etc, and trained manpower.

#### **2. PAYMENT SCHEDULE**

ESIC engaged M/s UTI-ITSL for processing of medical treatment bills the broad scope of work for processing Tie up/SST bills of patients referred from ESI institutions are as under:-

- I. UTI-ITSL shall set up and deploy the application software and resources to train officials identified by the ESI Hospital / institution for demonstration and guidance. There shall be over the telephone/on site guidance during the period of Proof of Concept study - Action UTI-ITSL
- II. ESI hospitals/Institutions will initiate referral by the competent authority/ specified user over internet in UTIITSL module and handover hard copy of referral letter to patient as per defined guidelines. The competent authority of ESI hospital/ Institution shall authenticate the hard copy referral - Action ESI Hospital/Institution

- III. ESI Hospital/Institution referral shall provide specific procedure/ Health intervention/Test/ OP consultation, etc. for which referral is being made along with relevant clinical information and diagnosis. Action ESI Hospital / Institution.
- IV. This approval would become the basis for processing of bills received from tie up hospitals. –Action UTI-ITSL
- V. The validity of such referral shall be for 7 days only from the date of referral. UTI-ITSL shall make necessary provision of validation in its module. -Action UTI-ITSL
- VI. Patient visits Empanelled Hospital with referral letter. Empanelled hospital tallies online vs hard copy of the referral and enters other relevant information in UTI-ITSL module. As soon as ESIC beneficiary reports to the empanelled hospital/diagnostic centre will immediately intimate to BPA electronically giving particulars of the name and insurance/employee number of the patient, nature of treatment required etc. -Action Empanelled hospitals.
- VII. UTI-ITSL (BPA) will check all the particulars and acknowledge intimation form empanelled hospital/ diagnostic centre for rendering health care services to the ESI Hospital/Institution beneficiary. Action UTI-ITSL
- VIII. Empanelled hospitals carries out the procedure(s)/ test(s)/ Health Intervention/ OP consultation, etc. and upload all the reports and bills in the UTI-ITSL Module within two (2) working day of conduction of test/ procedure/ health intervention/ OP consultation/ discharge: Action Empanelled hospitals
- IX. Empanelled hospital shall submit original hard-copies of bills and required clinical reports which were uploaded in the UTI-ITSL module within 7 working days to ESI Hospital/ Institution from where referral was generated- Action Empanelled hospitals.
- X. ESI Hospital! Institution verifies and vets the scanned copies uploaded in online module in UTI-ITSL and certifies that the hard copies received are same as the uploaded scanned copies by the empanelled hospitals Action ESI Hospital / institution
- XI. On receipt of online claims from the empanelled hospital/diagnostic centers, the BPA (UTI-ITSL) will scrutinize the online documents / bills / reports as per stipulated guidelines of the ESIC. UTI-ITSL's Doctors shall scrutinize the bills online as per the approved rate chart and terms and conditions of tie-up referral guidelines and may approve the claims or reject, fully or partially, within 7 working days of verification by ESI Hospital/Institution, of the scanned copies uploaded and hard copies received from the tie-up hospital. If there is further delay sufficient reasons must be cited and captured. If the online claim is not approved by UTI-ITSL, it will go back to the empanelled hospitals with reasons for rejection. While scrutinizing following aspects are also to be checked: - Action UTI-ITSL
  - i. Appropriateness of the treatment including screening of patients records to identify unnecessary admission and unwarranted treatment.
  - ii. Whether the planned treatment has been deliberately shown as of emergency in nature and treatment provided.
  - iii. Whether the claim was against approved referral or of direct admission, without approval.
  - iv. Whether the Diagnostic, Medical or Surgical Procedures that were not required were conducted by the Hospital including unnecessary investigations.

- v. Whether the treatment / Services have been provided as per the approved rates, package rates, best suited to the beneficiary. Application software shall also provide validations of defined rates for procedures/processes, prior to manual scrutiny, visible to all parties concerned.
  - vi. Whether the patient was kept admitted for a period which was not necessary.
  - vii. Any other irregularities.
- XII. ESI Hospitals / Institutions approve or reject the scrutinized bills and processes approved by UTIITSL within 3 working days. If not approved by ESI Hospital /Institution, it will go back to the empanelled hospital with reasons for rejections. - Action ESI Hospital/Institution
- XIII. Payment shall be made to empanelled hospitals for approved bills, by ESI Hospital/Institution through electronic cleaning system / using Project Panchdeep. -Action ESI Hospital/Institution
- XIV. ESIC should be provided with MANAGEMENET INFORMATION SYSTEM SERVICES (MIS) reports access in the UTI-ITSL Module.
- XV. Checks and Balances being followed by the Finance and Audit department of ESIC shall be incorporated into the Module by UTI-ITSL.
- XVI. Changes, Rules, Logics, etc., in the software that may be necessitated from time to time by ESIC, shall have to be incorporated by UTI-ITSL.
- XVII. In case of some mistakes in the scrutiny of claims recommendations there to by UTI-ITSL resulting in excess payment to the empanelled hospital by ESI Hospital the excess amount shall be recovered from the future bills of the empanelled hospital and in case that is not possible then the same amount will be deducted from the payments made to UTI-ITSL.

## **PROCESSING FEES**

Subject to UTI-ITSL (BPA) rendering bill processing services during the POC, the tie-up Hospitals Diagnostics Centers/ claimants shall pay to the UTI-ITSL (BPA) the service fees per claim as practiced in CGHS presently from the existing claim amount. ESIC shall pay this amount to UTI-ITSL from the inward claims / Bills of the tie-up hospitals. Also, the application software shall have a validation process of suggesting amount payable to the UTI-ITSL (BPA). The processing fee @ 2 of the tie-up hospital claimed amount (and not on the Approved Amount) and service tax thereon subject to a minimum of Rs. 12.50/- and maximum of Rs. 750/- per bill/claim shall be auto-calculated by the software and prompt it to the ESI Hospital/Institution, at the time of final settlement of the claim. This amount shall be deducted by ESIC from the amount payable to the tie-up hospital and later transfer to UTI-ITSL account, If the claim resulted into no payment to the tie-up hospital, ESIC shall recover the service charge of UTI-ITSL from the subsequent claims of the tie-up hospital and shall pay to UTI-ITSL. For this to happen, necessary addendum in the contents of the MOU between ESI Hospital/ Institution and Empanelled hospitals shall be made. No other payment shall be made either by ESIC or empanelled hospitals.

### **3. DUTIES AND 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.

### **4. DURATION**

The agreement shall remain in force for a period of two year and may be extended for subsequent period of one year (if satisfactory services to our ESI beneficiaries) at the sole discretion of the Medical Superintendent, ESICH, Manesar (Gurgaon) subject to fulfilment of all terms and conditions of this agreement and with mutual consent. Agreement to be signed on Stamp paper of appropriate value before start referring the patients. Cost of stamp paper and incidental charges related to agreement shall be borne by the Empanelled centre. Agreement will be effective w.e.f date of signing of the agreement.

### **5. HOSPITAL/DIAGNOSTIC CENTRE'S INTEGRITY AND OBLIGATIONS**

#### **DURING AGREEMENT PERIOD**

The Hospital is responsible for and obliged to conduct all contracted activities in accordance with the Agreement, using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Hospital is obliged to act within its own authority and abide by the directives issued by the ESIC. 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.

## **6. LIQUIDATED DAMAGES**

Empanelled centre shall provide the services as specified by the ESIC under terms & conditions of this 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, and also render forfeiture of security amount.

## **7. TERMINATION FOR DEFAULT**

1. If any empanelled Health Care Organization is detected to be indulging in malpractice/unethical practice/medical negligence or defaulter of any of the criteria listed in de-empanelment, the matter will be got investigated by the MS.
2. On receiving information of de-empanelment/blacklisting of Health Care Organization(s) from the CGHS/Railways/DGAFMS or any other Govt. Organization.
3. On receiving information in both cases as listed out in paragraphs 1 and 2 above, the empanelled facility will be given an opportunity to show cause before a decision of de empanelment/blacklisting is taken.
4. Based on the investigation report and examining the reply of show cause notice the MS, as the case may be, shall place the recommendations for 'de-empanelment/blacklisting before the MS. The MS shall decide to de-empanel/blacklist the Health Care Organization(s).
5. Once any Health Care Organization is de-empanelled, the MoU with that Health Care Organization shall stand terminated from the date of de-empanelment. The de-empanelled Health Care Organization will be debarred for empanelment for a period of one year
6. If the Health Care Organization is blacklisted then the MoU with that Health Care Organization shall stand terminated from the date of blacklisting. The blacklisted Health Care Organization will be debarred from empanelment for a period of three years.

## **III. PENAL TV CLAUSE**

(A) Patient can't be denied treatment on the pretext of non availability of beds/Specialists failing which treatment may be arranged from other hospital and penalty OF RUPEES 5000(Five thousand only) will be IMPOSED ON Empanelled hospital against incoming /pending bills/Security money, which will be effective after receiving the written complaint from ESIC beneficiaries/CMO of our hospital.

(B) In case of premature termination of contract/agreement by the empanelled centre, it will have to deposit Rs Two Lakh as penalty to Medical Superintendent ESICH, Manesar. Affidavit of appropriate value for the same to be given at the time of agreement. If Hospital hesitates to deposit money the same will be deducted from security money/incoming, pending bills.

## 8. INDEMNITY

The 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 in execution of or in connection with the services under this Agreement and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC, along with (or otherwise), 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 the ESIC from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct. 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.

## 9. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not being otherwise provided for) shall arise between the ESIC and the Empanelled Center upon or relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Medical Superintendent ESICH, Manesar who will give written award of his/his decision to the Parties. Arbitrator to be appointed by Medical Superintendent. The decision of the Arbitrator will be final and binding. The provision of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at office of Medical Superintendent ESIC Hospital, Manesar (Gurgaon). Any legal dispute to be settled in Gurgaon Jurisdiction only.

## 10 MISCELLANEOUS

a) 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.

The Empanelled 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.

c) The Empanelled Center shall notify the ESIC Hospital of any material change in their status and their status and their shareholdings or that of any Guarantor or the Empanelled Center in particular where such change would have an impact in the performance of obligation under this agreement.

d) This Agreement can be modified or altered only on written Agreement signed by both the parties.

ii) Should the Empanelled Center get wound up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the Empanelled 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.

#### **11 TDS DEDUCTIONS**

TDS will be deducted as per Income Tax Rules.

#### **12 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 tender 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.

Medical Superintendent ESICH, Manesar RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER WITHOUT ASSIGNING ANY REASON THEREOF.

**(Name and Signature of proprietor)**

Dated

Signatures

Name

Place:

(With seal/rubber stamp)

## **CERTIFICATE OF UNDERTAKING**

1. It is certified that the particulars given above are correct and eligibility criteria are satisfied.
2. That Hospital/ eye centre / shall not charge ESI beneficiaries 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/ Eye Centre/ 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/Eye centre 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/ Eye Centre will pay damage to the beneficiaries if any injury, loss of part or death occurs due gross negligence.
7. That the Hospital/ Eye Centre 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 / Eye centre /
9. Agree for the terms and conditions prescribed in the tender document.
10. Hospital agrees to implement Electronic Medical Records and EHR as per the standards approved by Ministry of health & Family Welfare within one year of its empanelment.

**SIGNATURE OF APPLICANT OR AUTHORIZED AGENT**



**FORMAT FOR EMPANELEMENT OF HOSPITALS**

1. Name of the city where hospital is located

2. Name of the Hospital

3. Address of the Hospital

4. Tel./Fax/e-mail

Telephone no.	
Fax	
e-mail address	
Name and contact details of Nodal persons	

Whether NABH accredited

Whether NABH applied for

Details of Accreditation and Validity period

Total turnover during last financial year

(Certificate from Chartered Accountant is to be enclosed)

5. For Empanelment as Hospital for all available facilities

--

Cancer Hospital / Unit  
(Please select the appropriate column)

--

6. Total Number of beds

--	--	--	--

7. Categories of beds available with number of total beds in following type of wards

--	--

Casualty / Emergency ward

--	--

ICCU / ICU

--	--

Private

--	--

Semi Private (2-3 bedded)

--	--

General ward bed (4-10)

--	--

Others

8. Total Area of the Hospital

--	--	--	--

Area allotted to OPD

--	--	--	--

Area allotted to IPD

--	--	--	--

Area allotted to wards

--	--	--	--

9. Specifications of beds with physical facilities / amenities  
Dimension of ward Number of beds in each ward

Length

Breadth

(Seven Square meter floor area per bed required) (IS: 12433-pard 2:2001)

10. Furnishing specify as (a), (b), (c), (d) as per index below

a) Bedside table

b) Wardrobe

c) Telephone

d) Any other

11. Amenities specify as (a), (b), (c) and (d) as per index below Amenities

A Air Conditioner

B T.V.

C Room service

D Any other

12. Nursing care

Total no. of Nurses

--	--

No. of para-medical staff

--	--

Category of Bed/Nurse Ratio  
(acceptable Actual bed/ nurse standard) ratio

--	--

13. Alternate power source                      Yes      No                     

14. Bed occupancy rate                     

General Bed                     

Semi – private bed                     

Private bed                     

15. Availability of Doctors

1. No. of in-house doctors                     

2. No. of in-house Specialists / Consultants                     

16. Laboratory facilities available – Pathology, Biochemistry, Microbiology or any other                     

17. Imaging facilities available                     

18. No. of Operation Theaters                     

19. Whether there is separate OT for Specific cases                      Yes / No

20. Supportive Services

Boilers / sterilizers

	Ambulance		<input type="text"/>
	Laundry		<input type="text"/>
	House Keeping		<input type="text"/>
	Canteen		<input type="text"/>
	Gas plant		<input type="text"/>
	Dietary		<input type="text"/>
	Others (preferably)		<input type="text"/>
	Blood Bank		<input type="text"/>
	Pharmacy		<input type="text"/>
	Physiotherapy		<input type="text"/>
21	Waste disposal system as per statutory requirements		<input type="text"/>
22	Integrity Pact as per Format X	Yes / No	<input type="text"/> <input type="text"/>

**Note-**

TECHNICAL evaluation of the centers shall be based on information provided by the tenderer on the above mentioned points and the tenderer will have to mandatory provide documentary proof for the same.

No future correspondence in this regard shall be entertained in this regard.-

**ANNEXURE-J (b)**

**Scanned Copies of the following documents are mandatory and to be uploaded along with Tender**

1. Copy of legal status, place of registration and principal place of business of the health care Organization or partnership firm, etc.
2. A copy of partnership deed / memorandum and articles of association, if any.
3. Copy of Customs duty exemption certificate and the conditions on which exemption was accorded.
4. Copy of the documents full filling necessary statutory requirements.
5. Scanned copy of document mentioned on page no. 8 point xxiii to xxxvi. (duly signed and stamped)
6. Integrity Pact as per Format X

**SIGNATURE OF APPLICANT OR AUTHORISED AGENT**

(INTEGRITY PACT DOCUMENT)

(To be executed on plain paper and signed by the bidders as 2<sup>nd</sup> part before uploading as bid document. ESIC as 1<sup>st</sup> part will sign this IP at later stage after opening of bids)

PRE-CONTRACT INTEGRITY PACT

General

1. This pre-bid contract agreement (hereinafter called the Integrity Pact) is made on ..... the day of the month of ..... year ..... between on one hand of ESIC under the administrative control of Ministry of Labour and Employment, Govt. of India acting through ..... (hereinafter called the “ ” which expression 'shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Part and M/s..... represented by, ..... Chief Executive Officer (hereinafter called the "BIDDER/ SELLER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part.

WHEREAS the BUYER proposes to procure ..... Services and the Bidder/ Seller is willing to offer/ has offered the stores/ services.

2. Whereas the Bidder is a private company/ public company/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the ..... of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, herein after referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any Influence/ unprejudiced dealings prior to, during and subsequent to the cur-rency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired said stores/ services at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

#### Commitments of the Buyer

#### 4. The Buyer Commits itself to the following:

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.



5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract-or any other Contract with the Government for showing or for-bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer / service provider / integrator / owner of the property /authorized agent and hasnot engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid Of during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **7. Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract. if already awarded, can be terminated for such reason.

## **8. Earnest Money / Security Deposit**

8.1 Every bidder, while submitting commercial bid, shall deposit an amount\* as specified in the tender document as Earnest Money/ Security Deposit, with the buyer through any of the following instruments:-

- (i) Bank Draft or a Pay Order in favour of "ESIC Account No-2 Manesar, Gurgaon, Haryana.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the ..... ESIC, on demand within three working days without any demur whatsoever and with-out seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument, as stated in tender document.

8.2 The Earnest Money / Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money / Security Deposit for the period of its currency.

## 9. Company Code of Conduct

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

## 10 Sanctions for Violation

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceeding with the other Bidder(s) would continue.
- (ii) The Earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already Signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer and in case of an Indian Bidder with interest with thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than Indian with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son Of daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

## 11. **Fall Clause**

11.1 The Bidder undertakes that he has not supplied / is not supplying the 'similar items / services at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India / institution and if it is found at any stage that the item / service was supplied by the Bidder to any other Ministry / Department of the Government of India / institution at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

**13. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

**14. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Manesar, Haryana as decided by the BUYER.

**15 Other Legal Action**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil criminal proceedings.

**16. Validity**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder / Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of Independent External Monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

18. The Parties hereby sign this Integrity Pact on ..... / ..... / .....

**M/s ESIC Hospital Manesar, Harayan**

**BIDDER (2<sup>nd</sup> part)**

**Witness**

**Witness**

1. -----

1. -----

2. -----

2. -----

