

**MAHARASHTRA EMPLOYEES STATE INSURANCE
SOCIETY**



**Government of
Maharashtra**

**Expression of Interest for providing
Secondary Care Treatment
(including diagnostic) to ESI Beneficiaries
in Maharashtra**

Date of issue : 07.12.2022

Last date of Submission of EOI : 20.12.2022 (5.30 PM)

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Government of
Maharashtra

Maharashtra Employees' State Insurance Society

(An autonomous body of Government of Maharashtra registered under Reg. No. GBBSD 488/2019 & Approved by Government of India vide letter dt. 25-10-2019)

OFFICE OF THE CHIEF EXECUTIVE OFFICER

6th Floor, Panchdeep Bhavan, N.M.Joshi Marg, Lower Parel, Mumbai - 400 013.

Tel. No. (022) 24955298, 24955316, 24950863, Fax No. (022) 24950716

E-mail: ceo.mhesis@gmail.com

No : CEO/Desk-9/Secondary-tie-up/2022

Date : / /2022

Notice Inviting Expression of Interest (EOI) for Empanelment for Secondary Care Treatment

Chief Executive Officer, Maharashtra Employees' State Insurance Society, Registered Office, Panchdeep Bhawan, Lower Parel, Mumbai-400 013 invites Expression of Interest (EOI) from Government / Semi-Govt. / CGHS approved / Private Hospitals of repute located in Digha (Dist.Thane), Airoli, Rabale, Mahape, Ghansoli, Koparkhairane & Turbhe (Navi Mumbai) in sealed envelope for Empanelment for Secondary Care Treatment (including diagnostic) Services for ESI beneficiaries of Maharashtra State on cashless basis. The services are to be provided at CGHS Rates (given on its website) / ESIC / AIIMS, New Delhi rates, terms, conditions & guidelines. The applicants shall have to download Expression of Interest 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, EOI (Application form with Annexure & Documents) in sealed envelope with subject line reading "EOI FOR EMPANELMENT OF HOSPITALS FOR SECONDARY CARE (SPECIALITY) TREATMENT" complete in all respects should reach at the following address:

Last date of receipt of EOI	Place of submission of EOI forms
20.01.2022 upto 05 : 30 pm.	Office of the Chief Executive Officer, Maharashtra, Employees State Insurance Society, Panchdeep Bhavan, 6 th Floor, N M Joshi Marg, Lower Parel, Mumbai – 400 013.

Expression of Interest received after the scheduled date and time (either by hand or by post) or open Expression of Interest received though e-mail / fax shall be summarily rejected.

Chief Executive Officer

Maharashtra Employees State Insurance Society, Mumbai.

APPLICATION FORM

(For empanelment of Hospitals for secondary care treatment)

To,

**The Chief Executive Officer,
Maharashtra Employees' State Insurance Society,
6th Floor, Panchdeep Bhavan, N.M.Joshi Marg,
Lower Parel, Mumbai - 400 013.**

Sub: Expression of Interest (EOI) for Empanelment for Secondary care treatment (including diagnostic) services in Maharashtra State (districts mentioned vide Annexure-A).

Sir,

In reference to your advertisement in the news paper / website dated _____, I / We wish to offer secondary care treatment services for ESI Beneficiaries on cashless basis.

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.

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

Place :

Date :

Enclosures : Duly filled Annexure I,II, III & signed EOI.

INSTRUCTIONS TO SERVICE PROVIDERS

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

1. Document Acceptance :

Duly filled application with all annexure and required documents/certificates alongwith **Demand Draft of Rs 1,000/-** in favour of ‘**Maharashtra Employees State Insurance Society**’ may be sent to the Registered Office, Mumbai with subject line reading “**EOI FOR EMPANELMENT OF HOSPITALS FOR SECONDARY CARE (SPECIALITY) TREATMENT**”.

Expression of Interest received after the scheduled date and time shall be summarily rejected.

2. Submission of Expression of Interest :

1. **Please ensure that application form with Annexure I,II & III is submitted in with each page signed by the Proprietor / Partner / Director / Legally Authorized Person (Due authorization to be enclosed, in case of Authorized Person).**
2. Expression of Interest will be out rightly rejected if any technical condition is not fulfilled.
3. **Attested photocopy of necessary certificates (as per Annexure-I) should be attached with the Expression of Interest.** 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. **Those Hospitals / Centers who have already applied for empanelment / are already empanelled also need to apply afresh in response to this notice.**

3. Condition for Empanelment :

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

- i. CGHS Package/ procedure rate of concerned city is applicable. 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-II
- iv. Successful Hospital shall have to deposit a **security amount** of Rs. **Two Lakhs** in form of performance 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.

- v. Annexure-I, II & III should be duly filled and signed.
- vi. The applications, if received, from any Institution which was barred from empanelment 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.
- vii. Hospital accredited by NABH / NABL would be preferred for empanelment with ESIC.
- viii. **Hospitals already empanelled with CGHS / State Government / approved or empanelled by Central Public Sector Units would be given priority for empanelment; such Hospitals may be empanelled without inspection by ESIC.**

An agreement on non-judicial 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. Agreement will be effective w.e.f. date of signing of the agreement by the ESIC Authority.

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. Hospital accredited by NABH / NABL would be preferred for empanelment with ESIC.
- iii. Hospitals already on the panel of CGHS/Central Govt./State Govt./RGJAY/PSU may be empanelled without inspection. (Attach copy of valid letter of empanelment with CGHS)
- iv. The other hospitals applying for secondary care treatment facilities must satisfy the following conditions :
General purpose hospital providing specialty treatment / investigation facilities having 50 or more inpatients medical beds in Metro cities and 30 in other cities (excluding ICU beds) and in the following specialties :
 - I. General Medicine
 - II. General Surgery
 - III. Obstetrics and Gynecology
 - IV. Pediatrics
 - V. Orthopedics
 - VI. ENT
 - VII. Ophthalmology
 - VIII. Imaging and in-house diagnostic facilities
 - IX. Dental Specialty
 - X. Blood Bank
 - XI. Others (if any)

Note :

- a. In respect of the above, it is clarified that the first five specialties from the serial no. I to V are must for empanelment. However, conditions with regard to number of beds and number of specialties are relaxable, if there are no hospitals satisfying above mentioned conditions.
- b. In addition to the above, the hospital must have:
 - I. Intensive Care Unit
 - II. 24 hours emergency services managed by technically qualified staff and
 - III. Provision for dietary services to the patients
 - IV. Information is to be submitted in Annexure I (Preference will be given to the hospital having in-house imaging and diagnostic facilities and blood bank)
- v. **Specialty Eye Centre** : can be empanelled if fulfilling the criteria as defined by CGHS
- vi. The hospital should have been operational for at least **one full financial year**.
- vii. Valid State registration certificate / registration with local bodies should be attached.

- viii. Valid Fire clearance certificate should be attached.
- ix. Valid Compliance with all statutory requirements including waste management.
- x. Valid Registration under PNDDT Act for empanelment of Ultra-Sonography facility.
- xi. Valid AERB approval for Tie-up for Radiological investigations / Radiotherapy.
- xii. 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.**
- xiii. The empanelled hospital must be willing to get their bills processed by BPA module and to give the prescribed processing fee etc. as described and updated through the SOPs issued by ESIC Hqrs on time to time basis as intimated by Additional Commissioner, ESIC, Mumbai.**
- xiv. Hospital should have Blood Bank (if in-house then enclose valid certificate)

B. THE EMPANELLED CENTRE AFTER BEING AWARDED CONTRACT WITH ADDITIONAL COMMISSIONER, MAHARASHTRA SHOULD BE READY FOR TIE-UP ON THE SAME TERMS AND CONDITIONS WITH ANY ESIC MODEL HOSPITAL / ESIC HOSPITAL OR ADDITIONAL COMMISSIONER OF ANY OTHER STATE.

C. The empanelled hospital will enter into a separate agreement to provide appropriate cashless medical care to ESIC Staff and Pensioners as and when required by the Competent Authority.

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 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 Additional Commissioner, Maharashtra. 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 / Centre empanelled with Additional 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
2. Upto 7 Days : for other Major Surgeries
3. Upto 3 Days : for Laparoscopic Surgeries/normal Deliveries
4. 1 Day : for day care / Minor OPD surgeries.

- 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.
- K) The maximum room rent for different categories at present would be :
- a. 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 specific CGHS prescribed package rate is available. Room rent will include charges for accommodation, 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.

3. **PROCEDURE FOR REFERRAL :**

a. **The patient should be recommended for referral by a Primary Care Provider (IMP/Nursing Home with code starting from RGD/NGP..... or Medical Officer I/C ESIS/ ESIC Dispensary) after following specified clinical pathway (if feasible) or by following specified guidelines in this regard.**

b. **The responsibility of verifying all the documents, the identity of the patient and the eligibility of the ESI Beneficiary shall lie with the referring unit and tie-up hospital. (Whether the ESI Beneficiary (Insured Person/Woman & Dependent family members) is eligible or not for Medical Benefit has to be verified through ESIC IP Portal by entering the Insurance Number.**

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

The tie-up hospital will honour the referral letter issued by IMP/ ESIS/ ESIC Dispensary 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 authority 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.**

4. ONLINE SUBMISSION OF BILLS

- i. **The referral and billing will be done online through BPA agency i.e. UTI-ITSL & the prescribed processing fee etc. as described and updated through the SOPs issued by ESIC Hqrs on time to time basis as intimated by AC, ESIC, Mumbai is to be paid by the concerned tie-up hospital/centre.**
- ii. At present the processing fee admissible to BPA is at the rate of 2% of the claimed amount of the bill submitted by the empanelled hospital/diagnostic center (and not on the approved amount) and service tax/GST/any other tax by any name thereon. The minimum admissible amount shall be Rs.12.50 (exclusive of service tax/GST/any other tax by any name, which will be payable extra) and maximum of Rs. 750/-(exclusive of service tax/GST/any other tax by any name, which will be payable extra) per individual bill/claim. The fee shall be auto-calculated by the software and prompted to the ESI Hospital/ESIC Regional Office by the system at the time of generation of settlement ID.
- iii. 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.
- iv. 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 Regional Office, Mumbai. **The bills alongwith all the supporting documents should be uploaded on UTI portal and hard copy of bills to be submitted to referring units.** 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 Regional Office, Mumbai.

- v. The Tie-up Hospitals will send the Bill summary by e-mail to Regional Office and the concerned referral authority at the time of discharge of patients.

5. 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.

6. 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 Additional Commissioner, Maharashtra who will give written award of his decision to the Parties. Arbitrator will be appointed by Additional Commissioner, Maharashtra. 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 Regional Office, Maharashtra. Any legal dispute to be settled in Mumbai Jurisdiction only.

7. 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 into 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.

f. 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 address given in Expression of Interest (EOI) 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.

NUMBER OF HOSPITALS EMPANELLED IN ANY AREA/ LOCALITY SHALL BE THE PREROGATIVE BASED ON REQUIREMENT OF ESI CORPORATION.

THE DECISION OF ESI CORPORATION IN THIS REGARD SHALL BE FINAL AND BINDING.

ADDITIONAL COMMISSIONER, MAHARASHTRA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY EXPRESSION OF INTEREST AND TO CANCEL THE CALL FOR EOI OR CALL FOR EOI AFRESH WITHOUT ASSIGNING ANY REASON, THEREFOR.

SPECIAL CONDITIONS OF CONTRACT

1. The empanelled Hospital / centers shall honour permission letter issued by Additional Commissioner, Maharashtra or by an **Authority authorized** by him / her (such as IMP/Nursing Home / 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. 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 medical care treatment / investigation, for beneficiaries of Maharashtra State are being provided by IMP/Empanelled Nursing Home/ ESIC/ ESIS - Dispensary and patients will be referred only for Secondary Care treatment facilities by them.**
6. Cashless secondary medical care 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 secondary care treatment 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 Hospital for treatment. (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.

7. During the Inpatient treatment of ESI beneficiary, the empanelled Hospital/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.
8. 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.
9. The tie up hospital will not refer the patient to other specialist / other hospital without prior permission of ESI authorities / Authorized Officer.
10. Medical audit and inspections will be conducted as and when required by the ESIC Officers.
11. **The empanelled centre will have to send the details of admitted patients on daily basis to the Additional Commissioner on e-mail address rd-maharashtra@esic.nic.in as per format given at Annexure-XIII, failing which action may be initiated as deemed fit.**
12. **Feedback / Patient Satisfaction as per Annexure IX 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 Additional Commissioner / Referring Authority as soon as but not later than 7 days after discharge / investigation of patient for further necessary action. The bills sent beyond 7 days shall not be entertained. ***The empanelled hospital must be willing to get their bills processed by BPA module and to give the prescribed processing fee etc. as described and updated through the SOPs issued by ESIC Hqrs on time to time basis as intimated by Additional Commissioner, ESIC, Mumbai.***

1. Dully filled Billing format as per P-II mentioning hospital bill number.
2. Dully filled Billing format as per P-III
3. Referral letter – Original (as per format P-I)
4. IP Entitlement copy
5. e- Pehchan card copy
6. ID card copy of patient (eg.AADHAR)
7. Dependancy Certificate for Dependaeent parents.
8. Discharge Card – Original
9. Patient Satisfaction form as per format P-VI

10. For prolonged stay – Justification letter from treating doctor
11. Original Cash Memo / Receipts of medicines with FDA license no. and VAT/TIN no. signed by treating doctor / hospital authority and pharmacist along with original prescriptions of treating doctor.
12. Pharmacy bill summary.

Sr.No	Date	Invoice No.	Amt.
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13. Laboratory investigations summary mentioned as below

Sr.No	Date	CGHS code	Lab Investigation	Amt.	as	per
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CGHS

14. Original laboratory investigations report signed by pathologist.

15. Radiology/ECG investigations summary mentioned as below

Sr.No	Date	CGHS code	Radio. Investigation	Amt.	as	per
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CGHS

16. Original Radiology / ECG investigations report signed by Radiologist/authorized person.

17. Implant/IOL/Stents original stickers (Matching serial number as mentioned in invoice attested by treating doctor).

18. Implant/IOL original invoice with VAT/TIN no. to be attested by treating doctor/ Hospital authority)

19. Copy of IPD paper, Operative notes, Drug Chart, TPR chart attested by treating doctor/ Hospital authority)

20. Wrappers of Costly medicine having unit cost more than Rs.250/- with matching Batch no. as in Invoice.

21. Document in favour of permission taken for additional procedure/treatment or investigation.

22. The CD of procedure / X-ray film etc. is required with each and every bill if it is done.

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 /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 ESI patient must be entertained without any queue / wait.

15. DURATION :

The agreement shall remain in force for a period of two years and may be extended for subsequent period (if satisfactory services are rendered to our ESI beneficiaries) at the sole discretion of the Additional 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 Additional Commissioner. If applying for renewal the request letter should reach the Regional 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 Additional Commissioner, ESIC, Maharashtra 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 Additional Commissioner/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 Additional Commissioner, Maharashtra. 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-I**Information about the Hospital/ Centre**

(To be submitted duly filled along with supporting documents along with the application form for Secondary Care Treatment services)

<p>1. Name of the Nursing Home/Hospital/Clinic</p> <p>2. Registered Address of the Nursing Home/Hospital/Clinic</p> <p>3. Contact Number</p>				
<p>4. Email id</p>				
<p>5. Registration Number of the Nursing Home/Hospital/Clinic</p>	<p>Name of Issuing Body</p>	<p>Reg No</p>	<p>Bed as per Reg. Certificate</p>	<p>Valid upto</p>
	<p>Number of ICU Beds</p>		<p>Number of Operation Theatres</p>	
<p>6. Biomedical Waste Management</p>	<p>Name of Issuing Body</p>	<p>Bed as per Reg. Certificate</p>		<p>Valid upto</p>
<p>7. Fire NOC/Clearence Certificate</p>	<p>Name of Issuing Body</p>		<p>Valid upto</p>	
<p>8. AERB/PNDT Certificate</p>	<p>Name of Issuing Body</p>		<p>Valid upto</p>	
<p>9. Type of Firm (Tick <input type="checkbox"/> wherever applicable & attach documentary proof)</p>				
<p>Public Ltd</p>			<p>Partnership</p>	
<p>Private Ltd</p>			<p>Society</p>	

Proprietorship		Others (Please Specify)	
10. PAN number of the Hospital/Owner(Attach self attested copy of PAN card) 11. TAN/CST/VAT number (Attach self attested copy) 12. Key Person Details (Owner/Proprietor/Partners/Directors)			
Name & Designation		Contact Number	Specimen Signature
13. Details of Authorised Person/Nodal officer (attach authority letter)			
Name & Designation		Email id	Contact No.
14. Name of Existing Organisation with whom the Hospital is empanelled (attached relevant valid documents) 15. NABH Accredited (if yes attach certificate) 16. Empanelled with CGHS/ State Govt. / Central Govt. / PSU (attached relevant valid documents) 17. Bank Details (Attach Cancelled Cheque)			
Name of Bank			
Name of Account Holder			
Account Number			
IFSC			
MICR			
1. Details of the Specialist Doctors-Full Time/Part Time (Attach separate sheet signed by the authorized person)			
Name of the Specialist		Specialty	Registration Number(Attach self attested PG Degree certificate)

<p align="center">19. Documents to be submitted in following order</p> <p><u>PRELIMINARY DOCUMENTS</u></p>	<p align="center">Attached (Yes/No)</p>
<p>1. Copy of Valid Nursing Home registration Certificate (Self Attested)</p> <p>2. Copy of Valid Biomedical Waste Management Certificate (Self Attested)</p>	
<p>3. Copy of Valid Fire NOC/ Fire clearance Certificate (Self Attested)</p> <p>4. Copy of PAN card (Self Attested)</p> <p>5. Copy of Cancelled Cheque of the Hospital (Self Attested)</p> <p>6. Copy of Valid NABH/NABL certificate, <i>if applicable</i> (Self Attested)</p> <p>7. Copy of Valid empanelment letter with CGHS/ State Govt. / Central Govt. / PSU, <i>if applicable</i>(Self Attested)</p>	
<p>8. Copy of TAN/VAT/CST/ GST certificate (Self Attested)</p> <p>9. Self attested copy of audited Balance Sheet along with annual turn over details should be attached of last financial year.</p>	
<p>10. List of available major equipments needed for super specialty treatment i.e. name and year of manufacturing/installation (Separate sheet to be attached).</p> <p>11. Daily and monthly number of patients specialty wise (separate sheet to be attached)</p> <p>12. Self attested copy of PG degree certificate of all Specialist (Full Time/Part Time) attached with the Hospital</p>	

20. DOCUMENTS TO BE SUBMITTED ON THE BASIS OF TYPE OF FIRM		
Sr. No.	Type of Firm	Attached (Yes/ No)
I.	<u>PROPRIETORSHIP FIRM</u>	
1.	Proprietary Registration Certificate (Notarised)	
2.	Any of the two documents from the below mentioned list to be submitted:	
	❖ GST Certificate (self attested)	
	❖ Shop & Establishment Act Registration (self attested)	
	❖ Complete Income Tax return in the name of the sole proprietor where firm's name is reflected. (self attested)	
II.	<u>PARTNERSHIP FIRM</u>	
1.	General Partnership/ Limited Partnership	
a.	Registered Partnership deed (self attested)	
b.	Partnership registration certificate (self attested) (From Registrar of firms)	
c.	Authority letter on the letterhead of firm signed by all partners stating the authorized signatory for executing agreement with ESIC.	
2.	Limited Liability Partnership (LLP)	
a.	LLP certificate (self attested)	
b.	Registered Partnership deed (self attested)	
c.	Authority letter on the letterhead of firm signed by all partners stating the authorized signatory for executing agreement with ESIC.	
III.	<u>PUBLIC/ PRIVATE LIMITED COMPANY</u>	
a.	Memorandum of Association	
b.	Article of Association	
c.	Certificate of Incorporation	
d.	Resolution on the letterhead of firm signed by all directors stating the authorized signatory for executing agreement with ESIC.	
IV.	<u>SOCIETY/ TRUST</u>	
a.	Memorandum of Association	
b.	Certificate of Registration	
c.	Authority letter on the letterhead of trust/ society signed by all partners stating the authorized signatory for executing agreement with ESIC.	

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)****Name of the Hospital :****Specialty Treatment :**

Sr.No	Speciality	Yes/No
1	General Medicine	
2	General Surgery	
3	Obstetrics and Gynecology	
4	Pediatrics	
5	Orthopedics	
6	ENT	
7	Ophthalmology	
8	Imaging and in-house diagnostic facilities	
9	Dental speciality	
10	Blood Bank	
11	Others	

Date:

Place:

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

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 Additional Commissioner, Regional Office, ESI Corporation, Mumbai, Maharashtra 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 Maharashtra (www.esicmaharashtra.gov.in) and AIIMS, New Delhi rates. 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**(P-I)
Referral Form (Permission letter)**Referral No: Insurance No/Staff Card No/
Pensioner Card No :

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

Photograph of the Patient (optional)

Name of the Patient:

Address/Contact No:

Identification marks (if any):

IP/Beneficiary/Staff:

Relationship with IP/Staff:

Entitled for Medical Benefit: 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)**Referred to _____ Hospital/ Centre for

I have verified the identity and eligibility of the IP / Beneficiary.

Date:

Sign & Stamp of Authorized Signatory**ESIC IMP Code – RGD/NGP or IMO
I/c ESIS/ESIC Dispensary****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 has to raise the bill as per the agreement on the standard proforma along with supporting documents within 7 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 Medical Benefit.*
- 5. Reports of investigations and treatment already done.*
- 6. Photograph, if available*

ANNEXURE – V**Proforma-II**

**To be used by Tie-up/empanelled hospital (for raising the bill)
Letterhead of Hospital with Address & Email/Fax/Tele-Fax Number**

BILL NO :**Date of Submission :****Individual Case Format**

Name of the Patient :

Referral S.No.(Routine) /
Emergency/ through verified by AC/IMP :

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

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)

Photograph of the Patient

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
Signatory**

Sign & Stamp of Authorized

With date (Hospital authority)

(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 / AC)

Checklist for raising bills

1. Dully filled Billing format as per P-II mentioning hospital bill number.
2. Dully filled Billing format as per P-III
3. Referral letter – **Original** (as per format P-I)
4. IP Entitlement copy
5. e- Pehchan card copy
6. ID card copy of patient (eg.AADHAR)
7. Dependancy Certificate for Dependaeent parents.
8. Discharge Card – **Original**
9. Patient Satisfaction form as per format P-VI

10. For prolonged stay – Justification letter from treating doctor
11. Original Cash Memo/Receipts of medicines with FDA license no. and VAT/TIN no. signed by treating doctor / hospital authority and pharmacist along with original prescriptions of treating doctor.
12. Pharmacy bill summary.
- | Sr.No | Date | Invoice No. | Amt. |
|-------|------|-------------|------|
|-------|------|-------------|------|
13. Laboratory investigations summary mentioned as below
- | Sr.No | Date | CGHS code | Lab Investigation | Amt. | as | per |
|-------|------|-----------|-------------------|------|----|-----|
| CGHS | | | | | | |
14. Original laboratory investigations report signed by pathologist.
15. Radiology/ECG investigations summary mentioned as below
- | Sr.No | Date | CGHS code | Radio. Investigation | Amt. | as | per |
|-------|------|-----------|----------------------|------|----|-----|
| CGHS | | | | | | |
16. Original Radiology / ECG investigations report signed by Radiologist / authorized person.
17. Implant/IOL/Stents original stickers (Matching serial number as mentioned in invoice attested by treating doctor).
18. Implant/IOL/Stents original invoice with VAT/TIN no. to be attested by treating doctor/ Hospital authority
19. Copy of IPD paper, Operative notes, Drug Chart, TPR chart attested by treating doctor/ Hospital authority
20. Wrappers of Costly medicine having unit cost more than Rs.250/- with matching Batch no. as in Invoice.
21. Document in favour of permission taken for additional procedure/treatment or investigation.
22. The CD of procedure /X-ray film etc. is required with each and every bill if it is done.

The bills to be sent to following address :-

**Regional Office - Maharashtra,
Employees State Insurance Corporation,
'Panchdeep' Bhavan, Medical
Benefit Cell, 4th Floor,
108, N M Joshi Marg,
Lower Parel, Mumbai – 400 013.**

ANNEXURE VI
To be used by Tie-up hospital (P-III)
Letterhead of Hospital with Address & Email /Fax /Tele-fax
Consolidated Bill Format

Bill No
 Submission.....

Date of

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:
Competent

Signature of the
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-VII
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 :

Stamp

Signature of Competent Authority With

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

ANNEXURE –VIII
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.....

Sr.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:
Hospital

Signature of the Competent Authority of Tie-up

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-IX
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.**
- 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

