

निदेशालय, कर्मचारी राज्य बीमा योजना, श्रम चिकित्सा सेवाएं, उत्तराखण्ड,
२२ ई०सी० रोड़, निकट सर्वे चौक, देहरादून।

मो० +91-9412056561

ई-मेल-: diresidehradun@gmail.com

पत्रांक संख्या: 303/2023-24

दिनांक/१९अप्रैल 2023

विज्ञप्ति

कर्मचारी राज्य बीमा योजना उत्तराखण्ड के अधीन बीमाकित एवं उनके लाभार्थियों को विशिष्ट चिकित्सा उपचार (अंतरग/बहिरंग) प्रदान किये जाने के उद्देश्य से उत्तराखण्ड राज्य एवं उत्तराखण्ड राज्य की सीमा से 08 किमी की दूरी तक स्थापित निजी/ सरकारी/ अर्द्धसरकारी/ सी०जी०एच०एस०/ ई०सी०एच०एस० अनुमोदित चिकित्सालयों में सी०जी०एच०एस० की अनुमन्य दरों पर अनुबन्ध किये जाने हेतु प्रस्ताव आंत्रित किये जाते है। इच्छुक संस्थान विज्ञप्ति प्रकाशन की तिथि से 21 दिन के अन्दर दिनांक 09 मई 2023 सायं 05.00 बजे तक अपना आवेदन इस कार्यालय को डाक द्वारा अथवा व्यक्तिगत रूप से उपलब्ध कराये। आवेदन के लिये नियम/शर्तें एवं आवेदन पत्र विभाग की बैबसाईड www.esisuk.in से डाउनलोड करें।

निदेशक, कर्मचारी राज्य बीमा योजना, उत्तराखण्ड।



EMPLOYEES STATE INSURANCE LABOUR MEDICAL SERVICES

22 EC ROAD, NEAR SURVEY CHOCK DEHRADUN

(UTTARAKHAND) -248001

Off. Ph.No-9412056561, mail id -diresidehradun@gmail.com, Website-www.esisuk.in

No...303/2023-24

**EXPRESSION OF INTEREST FOR HOSPITAL
(Please read all terms and conditions carefully)**

Director, Employees State Insurance Scheme, Labour Medical Services (ESIS) Uttarakhand Survey chowk Dehradun. invites Expression of Interest from Government / Semi- Govt / Center Government Health Scheme (CGHS) approved / Private Hospitals of Uttarakhand State and within the 8 km from border of Uttarakhand for Empanelment of Specialty treatment/ Investigations which are not available in Uttarakhand Dispensaries, on cashless basis at CGHS (Dehradun) Rates / Employees State Insurance Scheme (ESIS) Rates in sealed envelope. Application forms along with Terms and conditions can be downloaded from the website at www.esisuk.in. The duly filled in forms, complete in all respects should reach the office of Director, ESIS Labour Medical Services 22 E.C. Road, Survey Chock Dehradun Uttarakhand as per below mentioned schedule.

- Tender fee 5000 [five thousand] Bank draft name of director ESIS Dehradun
- last date tender submits 09-05-2023 up to 5.00 p.m. hrs.
- Bids will be opened on 11-05-2023 in the office of Director ESIS Labour Medical Services Uttarakhand, at 2.00 P.M hrs.

If Bids opening date happened to be a holiday, it will be accepted & opened on next working day.

Document Acceptance: Documents may be sent by Registered post/speed post. Documents received by Ordinary post shall not be accepted at all. Document received after the scheduled date and time shall be rejected out rightly.

CONDITION FOR OPENING OF DOCUMENTS/BIDS

EOI Document will be outrightly rejected if any technical condition is not fulfilled. Photocopy of necessary certificates (as per Annexure-I) should be attached with EOI. Tenderers will be informed about date and time of inspection of their center by a duly Constituted Committee on the address given in Document form.

1. GENERAL TERMS & CONDITIONS

Only those applications will be considered for Award of contract that will fulfill all technical conditions and also has satisfactory report of inspection committee and not de-empaneled by Ayushman Bharat Yojna (PM-JAY) (a separate undertaking /affidavit has to submit at the time of applying, which clearly states that the said hospital is not de-empaneled by Ayushman Bharat Yojna at present.)

- 1.1 Rates of package and procedure should be as per Revised CGHS RATES (Dehradun). ESIC PACKAGE RATES (where CGHS PACKAGE rates not available)/or any other rates prescribed by ESIC Headquarters time to time.
- 1.2 Award of contract may be given to one or more Tenderer.
- 1.3 Tenderer is at liberty to apply for any number of specialties as per Annexure- II. (5 basic specialties are mandatory)
- 1.4 Successful tenderer shall have to deposit a security amount of Rs. One lakh in case of empaneled Hospital in form of NSC/FDR pledged in favour of Director ESI Scheme Uttarakhand and will be refunded after termination/completion of contract.
- 1.5 Each and every page of EOI/Quotation is to be serially numbered and duly sign by authorized signatory/empanelment submissioner.
- 1.6 Tender form duly signed and attach ANNEXURE I &II duly signed.
- 1.7 Forms may be downloaded from ESIS website (www.esisuk.in).
- 1.8 The applications, if received, from the Institution which was de-empaneled by ESIC Hqrs. shall be taken/not be taken into consideration (as per Hqrs. verdict in the matter). Final decision of ESIS authorities shall be binding on the Institution.

- 1.9 The applicant or his/her representative should always be available/approachable over phone. For this purpose, a Nodal Officer shall be nominated by hospital/diagnostic center to interact with ESI beneficiaries /Director ESIS office. His/her mobile no./email should be made available to ESIS & should also be displayed at the helpdesk provided for ESI beneficiaries.
- 1.10 The empaneled Centre must be standard one (and if NABH/NABL or equivalent accreditation (as per CGHS), submit such proof) and should have standard equipment, reagents etc, qualified and trained manpower.
- 1.11 The diagnostic center shall deliver reports in duplicate to referring center in person.
- 1.12 Members of the Inspection Committee as constituted by Director ESIS shall visit the empaneled center before entering in to the contract and during the period of empanelment. The tenderer shall be prepared to explain/reply the queries of the members of the inspection committee during the period of empanelment.
- 1.13 Only those applications will be considered for Award of contract that fulfill all the technical conditions and also have satisfactory report of inspection committee constituted by Director Office.
- 1.14 An agreement on stamp paper of Rs. 100/- shall be signed after finalizing verification/physical verification of records/Institution and incidental charges related to agreement shall be borne by the Empaneled center. Agreement will be effective w.e.f date of signing of the agreement.

2. Eligibility

- 2.1 Eligibility for Empanelment of Hospitals for Secondary care.
- 2.2 Hospitals already on the panel of CGHS may be empaneled.
- 2.3. Specialty Hospitals (specialties list given below) Hospitals having 50 beds can apply as a specialty hospital - provided they have at least 10 beds earmarked for each specialty applied for with at least 10 additional beds. However, under this category a minimum of five specialties from serial no 1 to 5 are must for empanelment. However, condition with regard to number of beds and number of specialties is relaxable if no other Hospital is available as per the criteria in particular city.

2.4 **Mandatory specialist (05 basic specialist)**

1. General Medicine ()
2. General Surgeries ()
3. Gyane and Obst ()
4. Pediatrics & Neonatology (with NICU) ()
5. Orthopedics ()

Others (Optional)

1. Dental Procedures ()
2. ENT ()
3. Skin & VD ()
4. Ophthalmology ()
5. Any Others ()

2.5 **MINIMUM REQUIREMENT FOR EMPANELLED CENTERS**

- A. Intensive care unit with minimum five beds. The total bed strength is inclusive of ICU beds. (ICU 05 beds and NICU/PICU 05 beds compulsory).
- B. 24 Hours Emergency Services Managed by Technically qualified Staff.
- C. Provision Of Dietary Services

3. **TERMS AND CONDITIONS**

3.1 Package rate shall mean and include lump sum cost of in-patient treatment/day care/diagnostic procedure for which an 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):

1. Registration charges
2. Admission charges
3. Accommodation charges including patient's 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. Anesthesia charges
 12. Operation Theatre charges
 13. Procedural charges/Surgeon's fee
 14. Cost of surgical disposable 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.
- 3.2 Package rates have been devised for the treatments/procedures not prescribed by CGHS. They will be called as ESIC rates.
- 3.3 Certain discount on Drugs/treatment/procedures/devices have been finalized.

These are:

- a) 15 % discount on hospital rates if there is not package procedure under CGHS / ESIC.
- b) For devices/stents etc. not described in CGHS Book, 15% discount on MRP (Maximum Retail Price).
- c) In case of drugs not available in the CGHS/ESIC package/Procedure, 10% discount on the MRP of the medicines used during the stay of ESI patient will be given by Hospital.
- (d) Regarding the patients admitted in tie-up hospitals, the empaneled hospitals should levy CGHS or ESIC approved rates for the procedures for which the tie- up hospitals are empaneled. 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 ESIS.
- (e) Cost of implant/stents/grafts is in addition to package rates as per CGHS/ESIC ceiling rates for implant.
- (f) Hospital empaneled under Director ESIS Labour Medical Services Uttarakhand shall not charge more than package rate/rates.
- (g) Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and are not included in package rates.

- (h) The empaneled center shall provide medical treatment/ to the IP/benefices referred by the IMO of concerned ESI dispensaries and their treatment/ investigation shall be according to the prescription given in the referral slip issued by concerned IMO. The empaneled hospital shall not deviate from the treatment/ investigation prescribed in the referral slip.

In case the competent authority of the empaneled hospital deem that any IP/ beneficiaries require extra treatment then competent authority of the empanel hospital shall obtain prior permission of concerned IMO through Justification letter.

In case of emergencies if any IP/ beneficiaries require immediate medical treatment / investigation then empanel hospital shall provide the required treatment/ investigation and shall inform as soon as possible to the concerned IMO. Empanel hospital shall give the information in below format i.e. an emergency certificate, Annexure-4(TH-1) and Annexure-5(TH-2).

- 3.4 Package rates envisages duration of indoor treatment as follows
Upto 7 Days: for Major Surgeries
Upto 3 Days: for Laparoscopic Surgeries/normal Deliveries
1 Day: for day care/Minor OPD surgeries.
- 3.5 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 reimbursed.
- 3.6 However, Extended stay 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 MO(I/C) or the CMO ESIS Labour Medical Services 22 E.C, Road, Dehradun is mandatory for each spell of extended stay. The approval (**Justification Letter**) must be attached with the bill so sent for payment to the concerned.
- 3.7 A hospital empaneled under Director ESIS Labour Medical Services Uttarakhand, whose rates for treatment procedure/test are lower than the CGHS prescribed rates shall charge as per the rates charged by them

from Non - ESIS Beneficiaries and will furnish a certificate that rate charged are not more than from Non - ESIS Beneficiaries.

- 3.8 Rate list of the hospital/empaneled center to be submitted along with technical conditions.

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

- 3.9 The maximum room rent for different categories would be: General ward Rs. 1500/- per day Care (6 to 8 Hrs) Rs. 500/- (same for all categories)
- 3.10 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.
- 3.11 During the treatment in ICCU/ICU, no separate room rent will be admissible. (d) General ward is defined as Halls that accommodate 4 to 10 patients.
- 3.12 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 empaneled center has to charge as per entitlement of the patient.
- 3.13 The empaneled Hospital shall honor permission letter issued by the Medical Officer Incharge of the ESIS Dispensary and provide treatment/investigation, facilities as prescribed in permission letter.
- 3.14 The hospital center shall provide treatment / investigation on cashless basis to the Insured person and dependent family members.
- 3.15 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.
- 3.16 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 empaneled hospital / Services will be provided by the hospital as per the terms of agreement.

- 3.17 Primary care is provided by the Dispensary and for Secondary care will be provided by the empanel Hospital and for this patient will be referred for empaneled Hospital only.
- 3.18 Patient will be referred with a Permission letter signed by the competent authority.
- 3.19 The cases referred between 4 pm to 9 am in next morning (In case of emergencies) if any IP/ beneficiaries require immediate medical treatment / investigation then empanel hospital shall provide the required treatment/ investigation free of cost beneficiaries and shall inform as soon as possible to the concerned IMO. Empanel hospital shall give the information in below format i.e., an emergency certificate, Annexure-6(TH-1) and Annexure-7(TH-2).
- 3.20 Direct admission without referral form should not be entertained at all **except in life saving condition** such as cardiac/neurological emergencies, road side accidents, emergencies needing immediate ventilatory support with ICU care etc, such cases may be reported to the Medical Officer Incharge ESIS Dispensary immediately and latest within 72 working hours positively with necessary documents only through authorized representative of empaneled center. However, Ex-facto approval shall be given by the Medical Officer, after having complete and valid justification from the treating hospital, at the sole discretion of the Medical Officer Incharge ESIS Dispensary. In case EX-POST FACTO approval not approved by the Medical Officer Incharge ESIS Dispensary for reasons not providing valid justification by Empaneled center, responsibility lies with empaneled center for any disputes regarding payment to patients. 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/ESIS which includes the cost of all the items.
- 3.21 In case of any natural disaster/epidemic, the hospital/diagnostic hospital shall have to fully cooperate with the ESIS and will convey/reveal all the required information, apart from providing treatment.
- 3.22 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 ESIS. In case of unforeseen emergencies of these patients

during admission for approved purpose/procedure, necessary life saving measures be taken and concerned authorities may be informed accordingly later with justification for approval.

- 3.23 The tie up hospital will not refer the patient to other specialist/other hospital Without prior permission of ESIS authorities.

4. BILL SUBMISSION

- 4.1 Secondary care referral, online claim submission and scrutiny of said claims will be conduct by UTIITSL online portal as per terms and condition of contract between ESIS Uttarakhand and UTIITSL. The terms and conditions between both parties will be honored by Tie-up hospital.
- 4.2 Claim will be accepted only by Online method using UTIITSL portal. Hard copy of claim has kept by Tie up hospital /lab/diagnostic center up to seven years (07 years) for departmental requirement and audit purpose etc. At any point of requirement / inquiry/ audit, the ESIS department would give prior information to TUH (usually 48 hours) for required/questioned Claim(s). TUH has to produce hard copy of required/questioned Claim before ESIS within stipulated time.
- 4.3 UTI ITSL will charge for scrutiny as per terms and condition of contract between UTIITSL and ESIS and every Tie-up hospital has to honor of said contract.
- 4.4 Claims are to prepared within 7 days after discharge of patient.
- 4.5 Income Tax deduction as applicable shall be made at source at the time of release of payment. Payment of claim will be subject to deduction of statuary liabilities, if any.
- 4.6 The claims along with original refer slip and investigation report must be submitted online. The claims received offline will not be entertained. Every page of the claim should be digitally signed by the competent authority
- 4.7 The center needs to submit the slides of Histopathological examination to the dispensary. The slides would be taken up for technical evaluation, to judge the quality of slides by the pathologist / can be sent for the same at higher government centers. Payment of the same would be at the discretion of the Director, if at all found to be of poor quality.
- 4.8 The empaneled hospital will upload claims along with necessary supportive documents to the UTIITSL online portal as soon as claims are generated after discharge of patient or within 07 days, for further

necessary action as per scheduled given below. The complete scrutiny of claims will be done by the UTIITSL.

This claim comprises Copy of the discharge slip incorporating brief history of the case, diagnosis, details of procedure done, reports of investigations, Discharge summary, original receipts of medicines/implants, stickers of implants, wrappers of costly* medicine/equipment treatment given and advised shall be submitted by the hospital/diagnostic center along with the claim in prescribed Performs as in ANNEXURE- II (in emergency case) to the Directorate.

- * (a) costing more than 1000 rupees ⇒ wrapper & sticker.
- (b) costing more than 5000 rupees ⇒ (a) + bill of firm where TUH get the supply]

If patient is from other state, authority letter of the State Medical Officer of the concerned State is required to be submitted with the claim of the referring State is must.

5. PAYMENT SCHEDULE.

The processing fees admissible to UTIITSL/BPA will be at the **rate of 2% of the Claimed Amount** of the bill submitted by the empaneled hospital and not on the approved amount of the bill and GST/ any other tax by any name thereon. The minimum admissible amount shall be Rs.12.50 [Rupees Twelve and Paise Fifty only] and this is exclusive of GST/ any other tax by any name, which will be payable extra and the **maximum amount of Rs.750.00 [Rupees Seven Hundred Fifty only] exclusive of GST/ any other tax**, which will be payable extra per individual bill/claim.

After scrutiny of claim by UTIITSL, the claim will be settled by ESIS Uttarakhand. Payment is done time to time on account of TUH/Lab/diagnostic center by using Uttarakhand govt. Treasury system, after deducting UTI Fee's (as above-mentioned fee's structure) from per claimed amount of Tie-up hospitals. it is to be subject to availability of Budget.

6. DUTIES AND RESPONSIBILITIES OF EMPANELLED HOSPITALS

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.

7. **DURATIONS**

The agreement shall remain in force for a period of **One Year** and may be extended for subsequent period (if satisfactory services to our ESI beneficiaries) at the sole discretion of the Director ESIS Labour Medical Services subject to fulfillment of all terms and conditions of this agreement and with mutual consent. Agreement to be signed on Stamp paper of appropriate value before starting services. Cost of stamp paper and incidental charges related to agreement shall be borne by the empaneled center. Agreement will be effective w.e.f date of signing of the agreement.

8. **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 ESIS. 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.

9. **LIQUIDATED DAMAGES**

Empaneled center shall provide the services as specified by the ESIS under terms & conditions of this agreement. In case of violation of the provisions of the agreement by the empaneled center 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 ESIS shall have exclusive right to terminate the contract at any time, and also render forfeiture of security amount.



10 TERMINATIONS FOR DEFAULT

- 10.1 The Director ESIS Labour Medical Services, Uttarakhand, without prejudice to any other remedy and for breach of Agreement in whole or part may terminate the contract.
- 10.2 The Second Party will not terminate the agreement without giving notice of three (3) months. If they do so security money will be forfeited.
- 10.3 If the Hospital fails to provide any or all of the services for which it has been recognized within the period(s) specified in the Agreement, or within any extension period thereof if granted by the ESIS pursuant to condition of Agreement or
- 10.4 If the Hospital fails to perform any other obligations under the Agreement.
- 10.5 If the Hospital, in the judgment of the ESIS is engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 10.6 If the hospital fails to follow instruction, guidelines, repeated submission of bills as per Instt. own way and repeated deficiencies etc., the Institution shall be de-empaneled without giving any opportunity.
- 10.7 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 ESIS 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.

10.8 PENALTY CLAUSE

Penalties for Offences by the Hospital			
Case Issue	First Offence	Second Offence	Third Offence
Illegal cash payments by beneficiary.	Full refund and penalty 5 times of illegal payment to be paid to the Director ESIS by the hospital within 7 working days of the receipt of notice. Director ESIS shall thereafter transfer money to the beneficiary, charged in-actual, within 7 working days.	In addition to actions as mentioned for first offence, rejection of claim for the case, suspension of hospital	De-empanelment/blacklisting

Billing services for not provided	Rejection of claim and penalty 5 times the amount claimed for services not provided to beneficiary of ESI Scheme.	Rejection of claim and penalty of 10 times the amount claimed for services not provided, to beneficiary of ESI Scheme,- suspension of hospital	De-empanelment/blacklisting
Up coding/ Unbundling/ Unnecessary Procedures	Rejection of claim and penalty of up to 10 times the excess amount claimed due to up coding/unbundling/unnecessary procedures, to beneficiary of ESI Scheme. Director ESIS may decide the amount based on the severity of the breach	Rejection of claim and penalty of up to 20 times the excess amount claimed due to up coding /unbundling/ unnecessary procedures, to beneficiary of ESI Scheme,- suspension of hospital	De-empanelment/blacklisting
Wrongful beneficiary identification	Rejection of claim and penalty of up to 5 times the amount claimed for wrongful beneficiary identification to Director ESIS if hospital is found to be in connivance, Director ESIS may decide the amount based on the severity of the breach	Rejection of claim and penalty of up to 10 times the amount claimed for wrongful beneficiary to ESI Scheme, if the Director ESIS is found any connivance of hospital,-suspension of hospital	De-empanelment/blacklisting
Non-adherence to minimum criteria for empanelment, quality and service standards as laid under ESI Scheme.	1- In case of minor gaps - show cause notice with compliance period of 2 weeks for rectification and rejection of claims related to gaps. 2- In case major gaps and willful suppression/ misrepresentation of facts. show cause notice with compliance period of 2 weeks for rectification, suspended if not rectified after 2 weeks and rejection of claims related to gaps and penalty up to 3 times of all cases related to gaps observed. 3- Suspension of services until rectification of gaps and validation by committee.	Penalty of up to 5 times of all the approved claims related to the gaps observed and suspension until rectification of gaps and validation by Committee.	De-empanelment and penalty of up to 5 times of all the approved claims related to the gaps observed

10.9 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 will be IMPOSED ON empaneled hospital against incoming /pending bills/Security money, which will be effective after

receiving the written complaint from ESIS beneficiaries/EMO of our hospital.

- 10.10 Referring **UNJUSTIFIED** secondary care cases, adjuvant therapy, Genl. treatment and routine investigations, which are directly admitted by empaneled center to ESIS Dispensary Labour Medical Services for approval of cashless treatment, will lead to first issuance of warning letter to empaneled Centre for not sending such cases in future. Repetition to such incident will lead to departmental enquiry (suspension & further de-empament)

11. INDEMNITY

The Hospital shall at all times, indemnify and keep indemnified ESIS 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 ESIS in consequence to any action or suit being brought against the ESIS, 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 ESIS 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 ESIS and will not hold the ESIS responsible or obligated.

12 ARBITRATIONS

If any dispute or difference of any kind what so ever (the decision whereof is not being otherwise provided for) shall arise between the ESIS and the empaneled Center upon or relation to or in connection with or arising out of the Agreement, shall be referred for arbitration to the secretary Labour Uttarakhand who will give written award of his decision to the Parties 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 secretary Labour Uttarakhand. Any legal dispute to be settled in Dehradun jurisdiction only.

13. MISCELLANEOUS

- 13.1 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 ESIS and empaneled Center.
- 13.2 The empaneled Center shall not represent or hold itself out as an agent of the ESIS. The ESIS will not be responsible in any way for any negligence or misconduct of the empaneled Center and its employees for any accident, injury or damage sustained or suffered by any ESIS 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.
- 13.3 The empaneled Center shall notify the Government of any material change in their status and their status and their shareholdings or that of any Guarantor of the empaneled Center in particular where such change would have an impact in the performance of obligation under this Agreement.
- 13.4 This Agreement can be modified or altered only on written Agreement signed by both the parties.
- 13.5 The empaneled Center gets wound up or partnership is dissolved, the ESIS shall have the right to terminate the Agreement. The termination of Agreement shall not relieve the empaneled Center or their heirs and legal representatives from their liability in respect of the services provided by the empaneled Center during the period when the Agreement was in force.
- 13.6 The empaneled Center shall bear all expenses incidental to the preparation and stamping of this Agreement.
- 13.7 ESIS officers, Shall visit the empanel hospital at any time and authorities of empanel hospital shall cooperate officer and dispensary in charge for their duties.
- 13.8 Hospital shall make compulsory agreement /arrangement to maintain and send the bill as per IT roll out and UTI module, Empaneled hospital shall install CCTV cameras at their premises like registration counter general ward and wherever it is feasible for the hospital authorities to monitor the treatment given to ESIS beneficiaries and shall keep the record of CCTV camera footage in their CCTV footage at least for 6 months in their safe custody.

14 TDS Deduction

TDS will be deducted as per Income Tax rules.

15. NOTICES

15.1 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.

15.2 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.

Director ESIS Labour Medical Services Uttarakhand, **RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER WITHOUT ASSIGNING ANY REASON THEREOF.**

**DIRECTOR
ESIS
UTTARAKHAND**

UNDERTAKING

I/We _____ (name of proprietor) 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 ESIS Beneficiaries as per rates/terms and conditions of Tender documents failing which Director ESIS Labour Medical Services Uttarakhand, ESIS, Dehradun 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. We undertake that the information submitted along with document and annexure I is correct and also fully understand in case of default security money will be forfeited.

Date

Place: (Name & Signature of Proprietor with seal & rubber stamp)

ANNEXURE-1
MINIMUM REQUIREMENTS

(To be submitted duly filled along with document form serially)

1. Name of the Hospital with complete address
2. Telephone No.
3. Fax no:
4. Mobile No.
5. Distance from ESIS Dispensary _____
6. Name, designation along with contact no's (landline and mobile) of authorized person: (attach authority letter)
7. category of hospital (As per CGHS/NABH/any other global accredited) attached proof
8. Bed strength of the Hospital (AS PER SPECIALTIES APPLIED FOR _____
 - Private
 - Semi Private
 - General
9. No of ICU Beds (AS PER SPECIALTIES APPLIED FOR):
10. No of functioning Operation Theatres:
11. Name of existing empaneled organizations/institutions:
12. Certificate of hospital registration with proper concerned state authorities. (Copy of license/certificate to be attached)
13. List of Availability of full-time specialist along with their degrees/certificates of concerned state medical council, where the tie-up hospital situated. (Separate sheet be attached)
14. List of Availability of part-time and on call specialist along with their degrees/certificates. (Separate sheet be attached)

15. List of Paramedical staff along with their degree of concerned state para-medical council certificate. (Separate sheet be attached)
16. List of Available specialties for which the hospital is interested for tie-up arrangement: (As per Annexure-II)
17. List of Available equipment's i.e., name and year of mfg./installed: (separate sheet be attached)
18. Daily and monthly no. of patients (specialty wise) (separate sheet be attached)
19. Daily and monthly no. of procedures (all specialty wise) (separate sheet be attached)
20. Actual Rate list of hospital/empaneled Centre for various packages/ procedures. (To be submitted along with tender form)
21. Category of the hospital (As per CGHS) NABH, NON-NABH, SUPERSPECIALTY HOSPITAL (attach proof)
22. Name of banker and account no. (ECS Transfer Details)
23. GST No.
24. Photocopy of the PAN/TAN number of firm/proprietor
25. N.O.C. Fire.
26. Pollution Control Board Registration.
27. Bio Medical waste registration.
28. Bank draft attach bank draft nodate.....
29. Affidavit for non-de-empanelment/blacklisted from PM -JAY & ESIC.

Enclosure: List as per Index:

(Name and signature of proprietor)



ANNEXURE-2

Specialties for Empanelment

(Tick the specialties which want to be empaneled by Centre)

1. General Medicine ()
2. General Surgeries ()
3. Gyane and Obst ()
4. Pediatrics & Neonatology(with NICU) ()
5. Orthopedics ()

Others

1. Dental Procedures ()
2. ENT ()
3. Skin & VD ()
4. Ophthalmology ()
5. Any Others

- First five Specialties are mandatory.

Note-

Technical evaluation of the center shall be based on information provided by the tenderer on the above-mentioned points 1 to 16 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. A duly constituted committee will visit the Centre for inspection who will qualify technical bid.

ANNEXURE-3**ESIS Dispensary Name, Location & District**

SL.NO	DISPENSARY NAME	LOCATION	DISTRICT
1.	Employee State Insurance Dispensary	Banjarawala	Dehradun
2.	Employee State Insurance Dispensary	Selaqui	Dehradun
3.	Employee State Insurance Dispensary	Rishikesh	Dehradun
4.	Employee State Insurance Dispensary	Mussoorie	Dehradun
5.	Employee State Insurance Dispensary	Mayur Vihar	Dehradun
6.	Employee State Insurance Dispensary	Doiwala	Dehradun
7.	Employee State Insurance Dispensary	Nehru Colony	Dehradun
8.	Employee State Insurance Dispensary	Lal Tapper	Dehradun
9.	Employee State Insurance Dispensary	Suddhowala	Dehradun
10.	Employee State Insurance Dispensary	VikasNagar	Dehradun
11.	Employee State Insurance Dispensary	Patel Nagar-2	Dehradun
12.	Employee State Insurance Dispensary	Guniyal Goun	Dehradun
13.	Employee State Insurance Dispensary	GMS Road	Dehradun
14.	Employee State Insurance Dispensary	Govindipuri	Haridwar.
15.	Employee State Insurance Dispensary	SIDCUL Roshnabad	Haridwar
16.	Employee State Insurance Dispensary	SIDCUL -2	Haridwar
17.	Employee State Insurance Dispensary	IP-4	Haridwar
18.	Employee State Insurance Dispensary	Bhagwanpur,	Haridwar
19.	Employee State Insurance Dispensary	Bhagwanpur-2	Haridwar
20.	Employee State Insurance Dispensary	Roorkee	Haridwar
21.	Employee State Insurance Dispensary	Manglore	Haridwar
22.	Employee State Insurance Dispensary	Laksar	Haridwar
23.	Employee State Insurance Dispensary	kotdwar	Pauri Grahwal
24.	Employee State Insurance Dispensary	Srinagar	Pauri Grahwal
25.	Employee State Insurance Dispensary	Bauradi	Tehri Garhwal
26.	Employee State Insurance Dispensary	Nainital	Nainital
27.	Employee State Insurance Dispensary	Lalkuan	Nainital
28.	Employee State Insurance Dispensary	Haldwani	Nainital
29.	Employee State Insurance Dispensary	RamNagar	Nainital
30.	Employee State Insurance Dispensary	Rudrarpur	U.S.Nagar
31.	Employee State Insurance Dispensary	Rudrarpur-2	U.S.Nagar
32.	Employee State Insurance Dispensary	Kashipur	U.S.Nagar
33.	Employee State Insurance Dispensary	Bajpur	U.S.Nagar
34.	Employee State Insurance Dispensary	Jaspur	U.S.Nagar
35.	Employee State Insurance Dispensary	Sitarganj	U.S.Nagar
36.	Employee State Insurance Dispensary	khatima	U.S.Nagar