

## Directorate of Medical and Rural Health Services(ESI)

### NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF HOSPITALS/HEALTH CARE ORGANISATIONS (HCOs) FOR PROVIDING "SPECIALITY TREATMENT" IN TAMIL NADU STATE

ESI Corporation (ESIC) is a statutory organization established under ESIC Act 1948 & provides various benefits to its beneficiaries who are registered through their employers. Secondary/Tertiary medical services which are not available in ESIC/ESIS institutions are provided cashless through tie up arrangement with more than 1000 public/ private hospitals. In Tamil Nadu there are at present 3 ESIC Hospitals, 7 ESIS hospitals, 218 ESIS Dispensaries.

Medical and Rural Health Services (ESI), Chennai, Tamil Nadu, intends to enter into Tie-up arrangement with reputed NABH Hospitals located in Tamil Nadu State to provide **speciality treatment** and investigations on **Cashless** basis to the Beneficiaries of ESI Scheme as per CGHS Chennai rates. HCOs which are willing and empanelled under CGHS will be considered first. In the absence of sufficient number of such HCOs, State Government approved HCOs, followed by HCOs approved by Public Sector Insurance Companies will be considered. Preference shall be given to those hospitals having all or most of the specialty services under one roof. Preference will be given to NABH accredited hospitals. If none of the HCOs approved by above agencies are available/ inadequate, other HCOs will be considered.

The applicants can download EXPRESSION OF INTEREST documents comprising of Application Form along with Instructions from the website [www.tn.gov.in](http://www.tn.gov.in). EOI (Application form with Annexure & Documents) in sealed envelope complete in all respects should reach Directorate of Medical and Rural Health Services(ESI), DMS Complex, 2<sup>nd</sup> Floor, Teynampet, Chennai-06 as per the following schedule:

Sl.No.	Description	Schedule
1	Availability of EOI in website or by hand in office	14/08//2019 till 10:00 AM
2	Last Date & Time of submission of completed EOI document	30/08//2019 till 5:45 PM
3	Date & Time of Opening of EOI	03/09//2019 @ 10:00 AM
4	Place of Submission of EOI Forms / Opening of EOI Forms	Directorate of Medical and Rural Health Services(ESI), DMS Complex, 2 <sup>nd</sup> Floor, Teynampet, Chennai-06 <a href="http://www.tn.gov.in">www.tn.gov.in</a> .

Application fee (Non-refundable) ₹.1, 000/- as demand draft (DD) drawn in favour of **Directorate of Medical and Rural Health Services(ESI) payable at Chennai.**

Those Hospitals / Centres which have already applied for empanelment / are already empanelled also need to apply afresh in response to this notice.

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.

*Swell*  
*13/8/14*

**Director of Medical and Rural  
Health Services(ESI)**

## TERMS AND CONDITIONS

### **I. General Criteria for Empanelment of Health Care Organizations**

- 1 The scope of services to be covered under Secondary Care are as under:
  - i. Any treatment rendered to the patient at a Secondary centre/Speciality hospital by a specialist
  - ii. General Medicine
  - iii. T.B.Chest Medicine (Pulmonology)
  - iv. General Surgery
  - v. OBG
  - vi. Paediatrics
  - vii. Ophthalmology
  - viii. ENT
  - ix. Dermatology
  - x. Orthopaedics
  - xi. Psychiatry
  - xii. Dental
  - xiii. Specialty investigations: this will include all the investigations which requires intervention and monitoring by super specialist in the disciplines mentioned above. In addition, the following specialised investigations will also be covered under Speciality Treatment.
    - a. USG (All Body Parts)
    - b. Blood Investigation (Not Available in ESIS Hospitals)
    - c. ECG (Not Available in ESIS Hospitals)
    - d. Scanning of other body parts (x-ray)
    - e. Specialised bio-chemical and immunological investigations
    - f. Any other investigation costing less than Rs. 3000/- per test

2 The health care Organizations (HCOs) (Hospitals/ /Imaging centres/Diagnostic Laboratories) which are **approved for empanelment by CGHS** shall be proposed for empanelment without any inspection after obtaining consent and other particulars as required for empanelment from the concerned HCO.

- 3 If CGHS approved HCOs are not available / inadequate then the **State Government approved hospitals** may be considered for empanelment without any inspection after obtaining consent and other particulars as required for empanelment from the concerned HCO.
- 4 The areas where neither the CGHS approved nor the State Govt. approved HCOs are available or inadequate in number, then the **HCOs which are approved by Public Sector Insurance Companies** may be considered for empanelment without any inspection after obtaining consent and other particulars as required for empanelment from the concerned HCO.
- 5 The areas where none of the HCO is approved by any of the above-mentioned agencies or they are inadequate, in such cases HCOs qualifying the CGHS criteria shall be considered for empanelment.
- 6 The Health Care Organizations which have all or most of the Speciality departments and are willing to empanel maximum number of Specialty departments will be given priority.
- 7 The Hospitals/Diagnostic Laboratories/Imaging centres which have already been empanelled with this Office for Speciality Services/Investigations should also give E.O.I. for empanelment afresh along with cost of tender documents and necessary enclosures.
- 8 The cost of application form and tender document is **Rs. 1000/-** (Rupees One thousand only) **Non-Refundable, as Demand Draft drawn on Indian Overseas Bank in favour of Director of Medical and Rural Health Services (ESI), Payable at Chennai-6**
- 9 Duly completed tender forms, with all necessary enclosures' may either be dropped in the tender box kept at the Office of Director of Medical and Rural Health Services, ESI Chennai-6 or be sent by Registered Post. The sealed envelope should be super scribed "**E.O.I. for Empanelment of Hospitals and Diagnostic Centres for Speciality treatment and Investigations**". Documents received after the scheduled date and time (either by hand/by post) or open tender or tenders received through e-mail/fax or without the prescribed fee shall summarily be rejected.
10. Director of Medical and Rural Health Services (ESI), also reserves the right to prescribe/revise rates for new or existing treatment procedure(s)/investigation(s) as and when CGHS revises rates and the same is formally adopted by ESIC or otherwise.
11. The HCO must have been in operation for at least one full financial year. Copy of audited balance sheet, profit and loss account for the last three (03) years to be submitted.
12. The Health Care Organization(s) which is/are de-empanelled by Director of Medical and Rural Health Services (ESI) / CGHS/any other Government Institutions or Public-Sector Undertakings shall not be considered for Empanelment for one Year from the date of de-empanelment.
13. The Health Care Organization(s) which is/are blacklisted by Director of Medical and Rural Health Services (ESI), /CGHS / any other government institutions or Public-Sector Undertakings shall not be considered for empanelment for three years from the date of blacklisting.

## II. Eligibility criteria for Hospitals.

### a. Minimum number of beds required

- a) METRO CITIES..... 50
- b) 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. The Health Care Organization (Private Hospitals) must be accredited by National Accreditation Board for Hospitals and Health Care providers (NABH). They should submit a copy of NABH Accreditation along with Tender documents.

c. Non- NABH accredited hospitals may be considered only where there is no NABH Accredited Hospital in that particular region.

d. Applicant Health Care Organisation should have:

- a) State registration certificate / Registration with Local bodies, wherever applicable.
- b) Compliance with all statutory requirements including that of Waste Management.
- c) Fire Clearance certificate and details of Fire safety mechanism as in place in the health care Organization.
- d) Registration under PNDT Act, for empanelment of Ultrasonography facility.
- e) AERB approval for imaging facilities/ Radiotherapy, wherever applicable.
- f) Certificate of Registration for Organ Transplant facilities, wherever applicable.

e. Applicant Health Care Organisation should submit the certificate of Undertaking as per the format annexed. (Annexure II).

f. The Applicant Health Care Organization should submit the list of treatment procedures/ investigation facilities available in the hospital.

g. An Applicant Health Care Organization must have the capacity to submit all claims / bills in electronic format to the ESIC/ESIS system and must have dedicated equipment, software and connectivity for such electronic submission.

h. An Applicant Health Care Organization must submit the latest Hospital rates for all treatment procedures/ investigations available with them and as charged by them.

j. Applicant Health Care Organizations 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 other patients who are not ESIC beneficiaries.

k. Applicant Health Care Organizations must certify that they are fulfilling all special conditions that have been imposed by any authority in lieu of special concessions such as but not limited to concessional allotment of land or customs duty exemption.

**l. In Emergency the HCO will not refuse admission or demand any advance payment from the ESI beneficiaries and will provide treatment as per CGHS rate and inform the ESI authorities for regularization.**

### III. Eligibility Criteria for Diagnostic Laboratory/imaging Centres

1. The Diagnostic Laboratories/Imaging centres must be accredited by National Accreditation Board for testing and Calibration Laboratories (NABL). Copy of NABL accreditation should be submitted along with Tender Documents.
2. Non-NABL accredited diagnostic laboratories/Imaging Centres may be considered only where there is no NABL accredited diagnostic centre in that particular region.
3. Applicant Diagnostic Laboratory/Imaging Centre should have:
  - a) Diagnostic lab / Imaging Centre must have been registered with State Government / Local bodies, wherever applicable.
  - b) Compliance with all statutory requirements including that of Waste Management.
  - c) Documents to establish that fire safety mechanism is in place.
  - d) Registration under PNDT Act, for Ultrasonography facility.
  - e) AERB approval for imaging facilities, wherever applicable.
4. The applicant Diagnostic Laboratory/Imaging Centre should submit Certificate of undertaking as per the format annexed (**Annexure II**).
5. Lists of investigation facilities available with diagnostic lab/imaging centre are to be submitted along with tender documents.
6. Diagnostic lab / Imaging Centre must submit the rates for all investigations services available with it and as charged by it from other patients.
7. Diagnostic lab / Imaging Centre must give an undertaking accepting the terms and conditions spelt out in the Memorandum of Agreement (**Draft at Annexure V**) which should be read as part of the application document.
8. Diagnostic lab / Imaging Centre 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 other patients who are not ESIC beneficiaries.
9. Diagnostic lab / Imaging Centre must certify that they are fulfilling all special conditions that have been imposed by any authority in lieu of special concessions such as but not limited to concessional allotment of land or customs duty exemption.
10. The Diagnostic lab / Imaging centre must fulfil the above criteria, wherever applicable and annex copies of relevant documents.
11. **In addition, the imaging centres shall meet the following criteria:**
  - i. **USG /**
    - a) It should be of high-resolution Ultrasound standard and of equipment having convex, sector, linear probes of frequency ranging from 3.5 to 10 MHz, should have minimum three probes and provision/facilities of Trans Vaginal/ Trans Rectal Probes.
    - b) Must have been registered under PNDT Act.

#### IV. General Instructions to the Bidders:

- a. The empanelment shall be initially for a period of two years initially which may be extended for another one year with mutual consent.
- b. Tender Documents comprise Annexure I (a and b), II, III and IV

**Annexure –I** is the application format to be filled up and submitted by the bidder Hospitals/cancer unit shall fill up.....Annexure-I a

Diagnostic Labs/Imaging Centres shall fill up.....Annexure I b

**Annexure –II** is Certificate of Undertaking.

**Annexure –III** is list of documents (wherever applicable) that are to be attached to the bid.

**Annexure –IV** is letter of Acceptance of CGHS rates.

- c. The cost of application form and tender document is **Rs.1000/-** (Rupees One thousand only) **Non-Refundable, as Demand Draft drawn in favour of** Director of Medical and Rural Health Services (ESI) **Payable at Chennai-6**
- d. Any conditional bid or a bid that is not in the prescribed Performa will not be accepted.

#### e. Preliminary Examination of Applications

Directorate of Medical and Rural Health Services (ESI) will examine the applications to determine whether they are complete and whether the bids are generally in order. Bids without full technical details and/or incomplete Annexure will be rejected.

#### f. Offer of Empanelment and Signing of Memorandum of Agreement

i. All selected health Care Organizations have to submit the letter of acceptance of CGHS rates to Director of Medical and Rural Health Services (ESI), as per **Annexure IV**.

ii. All selected NABH / NABL accredited Health Care Organizations shall be asked to sign a Memorandum of Agreement with Director of Medical and Rural Health Services (ESI), Chennai, Tamil Nadu.

iii. All selected Non – NABH / Non- NABL health Care Organization shall be offered provisional empanelment for signing MOA. Such health Care Organizations shall also submit a copy of application and receipt of fee for inspection received from NABH/NABL before they are provisionally empanelled. If a particular Health Care Organization is not recommended by NABH/NABL as the case may be, preferably within six months but not later than one year of its empanelment then its name shall be removed from ESIC panel **and 50% of PBG shall be forfeited.**

iv. The health Care Organizations, which are selected for empanelment, will have to enter into an agreement with Director of Medical and Rural Health Services (ESI) for providing services at rates notified by CGHS as per the copy provided at **Annexure V**. This MOA has to be executed on Rs.100/- non-judicial Stamp paper. MOA should be read as part of bid document.

**g. Performance Bank Guarantee (PBG)**

Private Hospitals / Diagnostic Laboratories & Imaging Centres that are recommended for empanelment after the initial assessment shall also have to furnish a performance Bank Guarantee valid for a period of 42 months, i.e. six months beyond the empanelment period to ensure efficient services and to safeguard against any default.

Hospital	Rs. 2 lakhs
Diagnostic Centres	Rs. 1 lakhs



**h. Corrupt and Fraudulent Practices**

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official.

“fraudulent practice” means a misrepresentation of facts in order to influence Tender process or execution of a contract to the detriment of Director of Medical and Rural Health Services (ESI) and includes collusive practice among bidding hospitals / authorized representative/ service providers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive ESIS of the benefits of the free and open competition.

Director of Medical and Rural Health Services (ESI) will reject a proposal for award if it is established that the Health Care Organization recommended for empanelment has engaged in corrupt or fraudulent practices.

Director of Medical and Rural Health Services (ESI) will declare a health care Organization ineligible, either indefinitely or for a stated period of time, to be empanelled if it at any time determines that the bidding health care Organization has engaged in corrupt and fraudulent practices in competing for, or in executing contract.

**i. Interpretation of the Clauses in the Tender Document**

In case of any ambiguity in the interpretation of any of the clauses in Bid Document, interpretation of Director of Medical and Rural Health Services (ESI) , Chennai, Tamil Nadu shall be final and binding on all parties.

**j. Right to Accept Any Bid and To Reject Any or All Bids**

Director of Medical and Rural Health Services (ESI) Chennai, Tamil Nadu reserves the right to accept or reject any bid and to annul the bidding process and to reject all the bids at any time without thereby incurring any liability to the affected hospital / authorized representative/ service provider or any obligation to inform the affected hospital / authorized representative/ service provider of the grounds for his action. Mere responding to this notification does not provide any right on the part of the hospital to get empanelled. Selection of the hospital will strictly be based on the guidelines issued by the ESIC and the requirement of ESI beneficiaries in a particular centre.

**k. List of Documents at Annexure III**

Every Tender must be accompanied by documents as listed at **Annexure III**.

**l. Monitoring and Medical Audit**

Director of Medical and Rural Health Services (ESI) reserves the right to inspect the health care Organization at any time to ascertain their compliance with the requirements of CGHS/ESIC. Bills of empanelled health care Organizations shall be reviewed periodically for irregularities including declaration of planned procedures / admissions as ‘emergencies’, unjustified investigations/treatment, overcharging and prolonged stay, etc., and if any empanelled health Care Organization is found involved in any such wrong doings, then the concerned hospitals/other health care Organizations would be suspended/ removed from Director of Medical and Rural Health Services (ESI) panel and would be black listed for specified period for future empanelment with Director of Medical and Rural Health Services (ESI) Bank guarantee shall also be forfeited.

**m. Exit from the Panel**

The Rates fixed by the CGHS shall continue to hold good unless revised by CGHS/ESIC. In case the notified rates are not acceptable to the empanelled health care Organizations, or for any other reason, the health care Organization no longer wishes to continue on the list under Director of Medical and Rural Health Services (ESI), it can apply for exclusion from the panel by giving one- month notice. Patients already admitted shall continue to be treated.

**n. Rates**

- a) The Hospital agrees that it shall charge as per the rates for a particular treatment procedure and care as prescribed by the CGHS/ESIC from time to time.
- b) At present, Hospitals and Diagnostic / Imaging Centres should follow CGHS 2014 Chennai rates. These rates are for semi-private ward entitled class. For ESI beneficiaries there will be a reduction of 10% from these rates.
- c) For cancer surgeries the rates of Tata Memorial Hospital, Mumbai, 2012 is to be adopted. These rates are for NABH accredited hospitals. For Non-NABH accredited hospitals the rates would be reduced by 15%. These rates are for treatment for Semi private ward entitled class with 10% decrease for Gl. Ward.
- d) Wherever CGHS rates are not available AIIMS rates are applicable.
- e) If the above rates are not available, hospital rate is applicable subject to:
  - 1) 15% deduction on hospital rates for treatment procedures if there is no packages rates under CGHS/AIIMS available.
    - 2) For implants devices and stents, 15% deduction on MRP. (Attested copy of tax invoice to be submitted).
    - 3) In case of Drugs used in non –package cases, 10% deduction on MRP. (Attested copy of tax invoice of drugs whose MRP is Rs. 5,000/- or more shall be submitted).
- f) If the hospital/diagnostic centre rate for any procedure(s) or investigation(s) is less than the CGHS rate, the hospital/Diagnostic centre rate will be admissible. The hospital/Diagnostic centre rate for any diagnostic investigation, surgical procedure and other medical treatment for ESI beneficiary under this Agreement shall not be increased during the validity period of this Agreement.
- g) Director of Medical and Rural Health Services (ESI) also reserves the right to prescribe / revise rates for new or existing treatment procedure(s)/ investigation(s) as and when CGHS revises the rates and the same is formally adopted by ESIC or otherwise.
- h) The rates shall be valid until it is revised / modified by CGHS and the same is adopted by Director of Medical and Rural Health Services (ESI) or otherwise.
- i) The empanelled Organizations shall not charge more than CGHS rates.
- j) CGHS "Package Rate" shall mean all inclusive – including lump sum cost of inpatient treatment / day care / diagnostic procedure for which a ESIC/ ESIS 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 charges, (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 and Blood processing charges (xi) Pre Anaesthetic check-up and Anaesthesia charges, (xii) Operation theatre charges, (xiii) Procedural charges / surgeon's fee, (xiv) Cost of surgical disposables and all sundries used during

hospitalization, (xv) Cost of medicines and consumables (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. (xviii) Nursing care charges etc.

k) Cost of Implants / stents / grafts are reimbursable in addition to package rates as per CGHS ceiling rates or as per actual, whichever is lower.

l) During In-patient treatment of the ESI beneficiary, the hospital will not ask the beneficiary or his / her attendant to purchase separately the medicines / sundries / equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items.

m) However, the following items are not admissible: Toiletries & Cosmetics  
Sanitary napkins

Talcum powder

Mouth fresheners

Tonics & Food supplements

Telephone Charges

n) In cases of conservative treatment where there is no CGHS package, calculation of admissible amount would be determined item wise as per CGHS / AIIMS rates or Hospital rates if there is no CGHS/AIIMS rate for a particular item.

o) Package rates envisage up to a maximum duration of indoor treatment as follows:

Up to 12 days for Specialized (Super Specialties) treatment

Up to 7 days for other Major Surgeries

Up to 3 days for / Laparoscopic surgeries / elective Angioplasty and

1 day for day care / Minor (OPD) surgeries.

However, if the beneficiary has to stay in the hospital for his / her recovery for a period more than the period covered in package rate, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional reimbursement may be allowed, which shall be limited to accommodation charges, investigations charges at approved rates, doctors visit charges (not more than 2 visits per day by specialists / consultants) and cost of medicines for additional stay. No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure/ faulty investigation procedure etc.

p) The empanelled health Care Organization cannot charge more than CGHS approved rates when a patient is referred from ESI System. In case of any instance of overcharging the overcharged amount over and above CGHS rate shall be recovered from the pending bills of the hospital.

q) If any empanelled health care Organization charges from ESI beneficiary for any expenses incurred over and above the package rates vis-à-vis medicine, consumables, sundry equipment and accessories etc., which are purchased from external sources, based on specific authorization of treating doctor / staff of the concerned hospital and if they are not falling under the list of non-admissible items, the amount shall be recovered from the pending bills of hospitals.

## **V.Registration of Empanelled hospitals/Diagnostic centres:**

The empanelment/extension/gradation/registration of empanelled facilities, all solely coming under the purview of Director of Medical and Rural Health Services (ESI) only. The registration of empanelled hospital/diagnostic centres with rate lists, validity, extension of validity, details of accreditation (NABH/NABL), de- empanelment of hospital, classification of hospital and any other parameters/criteria for empanelment shall be done at respective ESIS Hospital.

## **VI.Procedures**

### **1) Referral Procedure**

ESIC/ESIS Hospitals/Institutions will refer an ESI beneficiary to empanelled hospital /diagnostic centre either during normal working hours of the Hospitals or as an emergency after the normal working hours.

#### **a) Routine Referrals**

- i. In normal working hours, the Competent Authority of ESIC/ESIS Hospitals /Institutions will initiate referral by generating P1 referral letter online through “Dhanwantri” module. Such P1 printout, signed by the Referring Authority and other formalities completed shall be scanned and uploaded in the UTI module, in addition to generating online referral, by filling up the appropriate fields in the UTI module and handover hard copy of referral letter to patient.
- ii. The validity of referral in normal circumstances shall be for 7 days only from the date of referral (excluding the date of referral). Duration of admission should be mentioned on the referral for cases not covered under CGHS package. If not specified, the admission shall be valid for Three days (03) only, pursuant to which the tie up hospital (the empanelled hospital) shall seek further permission for extension of stay.
- iii. There will be no scope of revalidation of old referrals and in all such cases where the validity has elapsed; a new referral will have to be generated in the system.

#### **b) Referral of Emergency cases**

It implies that patient comes to the emergency department of ESIC/ESIS hospital after normal working hours or on holidays, the emergency duty doctor will assess the case and if required refer the patient to Tie up hospital. The emergency medical officer will generate a hard copy/ online referral for the empanelled hospital/diagnostic centre. In such cases the Tie-up hospital shall generate provisional claim ID and submit to the concerned ESIS/ESIC hospital for online approval.

c) **Direct Admission**

1) If any ESI beneficiary is brought to the Tie-Up hospital directly without being referred by the ESI system in dire emergencies like Road traffic accidents, Employment injuries and any other life-threatening emergencies, the tie-up hospital will immediately start the stabilizing treatment and will seek permission from the respective Regional office through email for continuing further treatment. In such cases also the Tie-up Hospital shall generate provisional claim ID and submit to Regional Office for approval. Upon receiving email from Tie-up hospital, the Director(ESI) will designate an official at ESIC Hospital/ESIC office near to the Tie-up hospital to verify the identity, emergency and other details of the patient. The official will visit the Tie-up hospital on the same day or next working day and submit the report to the Director(ESI). Once it is verified as genuine the Director(ESI) approves the claim online and issue regularization certificate to the tie-up hospital.

2) It is reiterated that the speciality treatment requirement should be considered only if the treatment involves mandatory intervention by the specialist of the concerned field.

4) All referrals where specialty procedures are not specified on the referral letter and if patients are referred only for supportive care/terminal care in any discipline and where patient does not need any active intervention by the specialist, it should be considered as 'Secondary Care'. Payment in respect of these bills by respective CFA's should be done accordingly i.e. by M.S ESIC Hospital / by DIMS.

3) As far as possible the empanelled hospitals are advised to use the drugs approved in CGHS formulary. The rate list approved by CGHS for essential lifesaving medicines should be used during bill processing. Imported brands should not be used if the Indian brand for the same is available in the market. The empanelled hospitals must strictly follow all guidelines issued by CGHS on these issues.

The referral shall be validated on the following criteria: -

- a. Name mismatch
- b. Insurance Number mismatch
- c. Date mismatch
- d. Expired Validity of referral
- e. Continuity of Extension (if any)
- f. Mapped empanelled hospital with respective location
- g. The P1 form (referral letter) should bear the seal and signature of MS/DMS/SST in charge / Referral Committee/Designated authority.

4) Empanelled hospitals/diagnostic centres will carry out the procedure(s)/test(s)/ Health intervention/OP Consultation etc. as indicated on the referral by ESI Corporation.

5) ESIC Hospital/Institution shall make provisions for receipt and verification/ attestation of these hard copy documents by identified/ specified user(s) at a designated/specified place in its premises. The name and location of the receiving and acknowledging official is to be published in a prominent place and also communicated to the empanelled hospital/diagnostic centre by respective authorities from time to time...

- 7) Following aspects shall be checked by the Director of Medical and Rural Health Services (ESI) while scrutinizing the bills/claims:
- I. Appropriateness of eligibility of the beneficiary as notified to Director of Medical and Rural Health Services (ESI) under ESIC policy.
  - II. Appropriateness of referral with reference to eligibility and bill/s with its appendages as notified to BPA or modified under ESIC Policy from time to time.
  - III. Whether the claim submitted is against approved referral or direct admission without approval. All such claims without referral shall be rejected summarily.
  - IV. Appropriateness of treatment including screening of patient's records to identify unnecessary admission and unwarranted treatment.
  - V. Whether the planned treatment has been deliberately shown as of emergency in nature and treatment billed. However, the emergency as advised in referral would be considered as emergency only.
  - VI. Whether any unnecessary Diagnostic, Medical or Surgical Procedures/Health Interventions or investigations were conducted by the Hospital.
  - VII. Whether the treatment /Services have been provided as per ESIC Policy, approved CGHS rates, AIIMS rates, or rates as notified by ESIC on BPA's website [www.esicbpa.utiitsl.com/esic](http://www.esicbpa.utiitsl.com/esic) from time to time.
  - VIII. Whether the package rates billed are best suited to the beneficiary in the prevailing circumstances.
  - IX. Application software shall also provide validations of defined rates for procedures/processes, prior to manual scrutiny, visible to all parties concerned.
  - X. Whether the patient was kept admitted for the period required for the treatment to be administered and that no unnecessary extension/stay is observed.

**VII. Claim submission guidelines:**

- 1) Discharge summary should be on the hospital letterhead and must have the following details:
- a) Patient name
  - b) Age
  - c) Gender
  - d) Date and time of admission and discharge
  - e) Diagnosis
  - f) Presenting complaints duration,
  - g) Past medical history
  - h) Clinical examination
  - i) Hospital course
  - j) Any post-operation complications, prolonged stay and undue investigations and medications should be commented on.
  - k) Discharge advice correlated with the referral/ emergency letter, line of treatment, related investigations, details of procedures/ surgery etc.
  - l) Duly signed by the treating Specialist/Super specialist
  - m) In case of death detailed death summary with cause and time of death to be specified.
  - n) In case of LAMA (Left against medical advice) and transfer to higher centre the reason for the same to be specified.
  - o) Date of earlier treatment in the hospital.

2) Final consolidated bill should be on the hospital letterhead with Bill number, Bill date, Date and time of admission and discharge, name, age of the patient with hospital seal and signature of the concerned authority in prescribed format<sup>21</sup> (PII-PVI of SST manual). All Competent Authorities shall ensure the circulation of these formats again to empanelled hospitals/diagnostic centres.

3) Accommodation/ ICU should be checked as per entitlement and stay and as per ESIC policy.

4) Consultation - Undue consultation and excess consultation if any to be deducted, to be paid as per ESIC policy.

5) Lab Charges should be referred with prescribed rates and undue and irrelevant to be deducted.

6) Payment of Pharmacy, Consumables etc. in non-package procedures is to be done as per ESIC Policy. Undue and irrelevant expenses to be deducted.

7) Surgery charges should be referred to under ESIC Policy and package rates as applicable.

8) Implants: should be restricted to prescribed ceiling rates, if not listed then payment to be done as per ESIC Policy.

9) Any specialized investigations: Needs to be reviewed on clinical findings and to be admitted if justified.

10) Others (physiotherapy, dressing, blood transfusion, etc) to be admitted as per justification and prescribed ESIC Policy.

11) Numbers of days considered for package for different categories of surgeries are as follows: -

- ✓ 12 days for specialized (super specialties) treatment.
- ✓ 7 days for other major surgeries.
- ✓ 3 days for laparoscopic surgeries/normal deliveries.
- ✓ 1 day for day care/minor (OPD) surgeries

12) Tie-up hospital should provide medical care as specified in the referral letter and no payment will be made for treatment/procedure/investigation which are not mentioned in referral letter.

13) If the tie-up hospital feels necessity of carrying out any additional treatment/ procedure/ investigation other than the procedure for which patient was referred, the permission for the same is essentially required from the referring hospital either through email, fax, telephonically. (to be confirmed in writing at the earliest ie. next working day). Validity of referral letter is 7 days. Permission from referring authority is required for extended hospital stay in tie-up hospital (after 7 days or package period) and should be justifiable.

14) The tie-up hospital will not charge any money from 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 the concerned tie-up hospital may attract action including de-empanelment/ black-listing.

15) All the drugs/ dressing used by the tie-up hospitals should preferably be approved in CGHS drug formulary and of generic nature. Drugs and Implants from Indian manufacturers should be used, if available. All the drugs/ dressing used by the tie-up hospital requiring reimbursement should be approved under FDA/IP/BP/USP pharmacopeia or DG ESIC rate contract.

16) It is mandatory for the tie-up hospital to send a report online or written format to the MS 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.

**17) Raising of bill:**

a) The tie-up hospital shall raise the bill on their hospital letter head (with address and email/fax number of the hospital) in the prescribed proforma. It should be duly signed by the authorized signatory. The specimen signatures of authorized signatory certified by the competent authority of the tie-up hospital shall be submitted to all the referring ESIC/ ESIS hospitals and Regional Office.

b) The Discharge Summary (incorporating brief history of the case, diagnosis, details of procedure/treatment done) verified by treating specialist, investigation reports, identification stickers/ pouches and invoices of implants and drugs (costing Rs.5000/- per unit and above), warranty documents (if applicable), supporting document for any other claim (radiation, dialysis, transfusions etc.) are to be submitted by the Tie-up hospital along with adjustment bill.

c) Completely filled and signed patient satisfaction report should be submitted with bill.

**18) 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 registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licenses, permits or approvals of the concerned authorities under or as per the existing laws.

**19) Exit from Panel**

The empaneled Health Care Organization, if for any reason, no longer wishes to continue on the list under Director of Medical and Rural Health Services (ESI), it can apply for exclusion from the panel by giving one month's notice. Patients already admitted shall continue to be treated.

**20) Hospital's / 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 Director of Medical and Rural Health Services (ESI). 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.



### **21)Liquidated Damages**

The Hospital shall provide the services as per the requirements specified by the Director of Medical and Rural Health Services (ESI) in terms of the provisions of this Agreement. Violation of agreement can lead to de- empanelment/ blacklisting.

22)For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the Hospital and the Director of Medical and Rural Health Services (ESI) shall have the right to issue a written warning to the Hospital not to do so in future. The recurrence, if any, will lead to the stoppage of referral to that Hospital.

### **23)Termination for Default**

The Director of Medical and Rural Health Services (ESI) may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Hospital terminate the Agreement in whole or part:

a) 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 thereof if granted by the the Director of Medical and Rural Health Services (ESI) pursuant to Condition of Agreement or

b) If the Hospital fails to perform any other obligation(s) under the Agreement.

c) If the Hospital, in the judgment of the the Director of Medical and Rural Health Services (ESI) has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

d) Hospital will not indulge in instigating the patients for undue permissions.

If the hospital found to be involved in or associated with any unethical, illegal or unlawful activities or institution indulge in instigating patient, the Agreement will be summarily suspended by Director of Medical and Rural Health Services (ESI) 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.

### **24)Indemnity**

The Hospital shall at all times, indemnify and keep indemnified Director of Medical and Rural Health Services (ESI) against all actions, suits, claims and demands brought or made against it 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 Director of Medical and Rural Health Services (ESI) in consequence to any action or suit being brought against the Director of Medical and Rural Health Services (ESI), 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 Director of Medical and Rural Health Services (ESI) from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital's negligence or misconduct.

The Hospital will pay all indemnities arising from such incidents without any extra cost to Director of Medical and Rural Health Services (ESI) and will not hold the Director of Medical and Rural Health Services (ESI) responsible or obligated. Director of Medical and Rural Health Services (ESI) may at its discretion and shall always be entirely at the cost of the Hospital defend such suit, either jointly with the Hospital or singly in case the latter chooses not to defend the case.

## 25) Arbitration

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Director of Medical and Rural Health Services (ESI) and the Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Director of Medical and Rural Health Services (ESI) who will give written award of his decision to the Parties. The decision of the Arbitration will be final and binding. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Chennai.

## VIII. Bidding Schedule

1	Last date for receipt of application	30/08/2019
2	Fee for Application	Rs. 1000./- (Rupees One Thousand only) Non-Refundable, as Demand Draft drawn in favour of Director of Medical and Rural Health Services (ESI) payable at Chennai-6

*Sweet*  
13/8/19

**Director of Medical and Rural  
Health Services (ESI)**

**Annexure-I (a)**

**FORMAT FOR EMPANELMENT OF HOSPITALS**

1. Name of the CGHS city where hospital is located.

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2. Name of the hospital

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3. Address of the hospital

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4. Tel / fax/e-mail

Telephone No	
Fax	
e-mail address	
Name and Contact details of Nodal persons	

<b>Whether NABH Accredited</b>	
<b>Whether NABH applied for</b>	

5. Departments / Imaging Services applied for empanelment:

Sl.No.	Departments	Sl.No.	Departments
1		5	
2		6	
3		7	
4		8	

A. Details of the application fee draft of Rs. 1000/-

Name & Address of the Bank	DD No.	Date of Issue

B. Total turnover during last financial year (Certificate from Chartered Accountant is to be enclosed).	
------------------------------------------------------------------------------------------------------------	--

6. For Empanelment as Hospital

for all available facilities Cancer	
Hospital/Unit	

(Please select the appropriate column)

7. Total Number of beds	
-------------------------	--

8. 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	

9. Total Area of the hospital

Area allotted to OPD	
Area allotted to IPD	
Area allotted to Wards	

10. Specifications of beds with physical facilities/ amenities

Dimension of ward	Length	
	Breadth	
Number of bed in each ward		

(Seven Square Meter Floor area per bed required-) (IS: 12433-Part 2:2001)

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

(a) Bedside table	
(b) Wardrobe	
(c) Telephone	
(d) Any other	

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

(a) Air conditioner	
(b) T.V.	
(c) Room service	
(d) Any other	

13. Nursing Care

Total No. of Nurses	
No. of Para-medical staff	
Category of bed Bed/Nurse Ratio (acceptable Actual bed/nurse standard) ratio High dependency Unit 1:1)	

14	Alternate power source	Yes		No	
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15.	Bed occupancy rate	
	General Bed Semi-Private Bed Private Bed	
	Bed	

16	Availability of Doctors	
	1 No. of in house Doctors	
	2 No. of in house Specialists/Consultants	

17	Availability of Doctors		
	1	No. of in house Doctors	
	2	No. of in house Specialists/Consultants	

18. Laboratory facilities available –

Pathology	
Biochemistry	
Microbiology	
or any other	

19	Imaging facilities available	
20	No. of Operation Theaters.	
21	Whether there is separate OT for Septic cases	Yes No

22. Supportive services

Boilers/sterilizers	
Ambulance	
Laundry	
Housekeeping	
Canteen	
Gas plant	
Dietary	
Others Preferably	
Blood Bank	
Pharmacy	
Physiotherapy	

23	Waste disposal system as per statutory requirements	
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**SIGNATURE OF APPLICANT OR AUTHORIZED AGENT**

**TENDER DOCUMENT**

**Annexure-I(b)**

**FOR EMPANELMENT OF DIAGNOSTIC LABORATORIES/  
IMAGING CENTRES IN CGHS COVERED CITIES (EXCEPT  
MUMBAI)**

1. Name of the CGHS city where DIAGNOSTIC LAB / IMAGING CENTRE is located.

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2. Name of the Diagnostic Lab / Imaging Centre

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3. Address of the Diagnostic Lab / Imaging Centre

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4. Tel / fax/e-mail

Telephone No	
Fax	
e-mail / website address	

<b>Whether NABL/NABH recommended</b>	
<b>Whether QCI recommended</b>	
<b>Whether NABL/NABH/QCI applied for Enclose copy of accreditation certificate (wherever applicable)</b>	

Applied for -----Diagnostic Lab (Facilities to be mentioned)

Applied for .....Imaging Centre (Facilities to be mentioned)

Nuclear Medicines Lab

X-Ray

Ultra Sonography

ECG / EEG/ Nerve Conduction velocity

Others (for listed procedures)

Details of application fee of Rs. 1000/-

Name of Bank	Address of Bank	DD No.	Validity

Details of EMD amount of Rs. 100000/-

Name of Bank	Address of Bank	DD No.	Validity



5	Total turnover during last financial year (Certificate from Chartered Accountant is to be enclosed).	
6	Turnover from CGHS during last financial year (Certificate from Chartered Accountant is to be enclosed.)	

**CRITERIA FOR LABORATORY DIAGNOSTIC CENTER: -**

Indicate (√) for Yes and (x) for No in the Box

**1) Laboratories (Clinical Pathology):**

Space: Minimum 10x12 ft.	
Adequate space for collection of samples and dispatch of reports Waiting space – Minimum for 10 patients.	
<b>Equipment:</b>	
Microscope	
Fully automatic hematology cell counter	
Incubator	
Centrifuge Machine	
Fridge (300 liters)	
Automated Electrophoresis apparatus	
Automated Coagulation apparatus	
Cytology and histopathology related set up	
Needle Destroyer	
Trolley for waste disposal with Bags.	
<b>Manpower with Qualification:</b>	
Technician	
Diploma in MLT and adequate experience of handling pathology specimens including Cytology and Histopathology.	
Facilities for Waste Management: Provision for waste management as per the Biomedical waste Act., 1998	
<b>Quality Control:</b>	
Arrangement for Internal and external quality control.	
The set up should be able to handle the workload with adequate staff and equipments. Reports should be available at the earliest depending on the test.	
Backup of Generator, UPS, Emergency light	

<b>General requirements for Pathological Diagnostic Centers:</b>
• Minimum workload of 40-50 samples per day (not tests).
• Slides for Histopathology / Cytology should be preserved a reasonable period.
• Records of patients /investigation should be well maintained and updated.
• Charges should be displayed on the notice board.
• Fire Fighting system should be in place wherever it is necessary.

**2) Laboratory (Biochemistry):-**

Space for working lab minimum 10X12 ft.	
Reception and sample collection should have an area for at least 10 patients to sit.	
Laboratory (Preferably air-conditioned)	
Washing area/waste disposal.	
<b>Equipment:</b>	
Refrigerator	
Water-bath	
Hot-air-oven	
Centrifuge machine	
Photo-electric calorie meter or Spectrophotometer or semi-auto-analyzer/auto analyzer	
Flame Photometer or ISE Analyzer	
Micro-pipettes	
All related Lab glasswares and reagents	
Needle destroyer	
Standard balance	
<b>Manpower with qualification:</b>	
Technician with DMLT.	
Provision for waste management as per the Biomedical waste Act., 1998:	
<b>Quality Control:</b>	
Should be Internal as well as External Backup of	
Generator, UPS, Emergency light 24 hours	
supply of water, provision for toilet.	

Indicate (√) for Yes and (x) for No in the Box

**Additional requirements for Laboratory for Hospitals/ Nursing Homes:-**

In addition to the criteria written above the following additional equipment will be Required

Blood Gas analyzer	
Elisa Reader	
HPLC and Electrophoresis apparatus	

**3) Laboratory (Microbiology):**

Minimum Space required is 10X12 ft.	
Receiving samples & labeling, sorting, registration, <b>minimum waiting space for 10 patients</b> and dispatch area.	
Media room (autoclave, hot air oven, pouring hood) Area required minimum 6X4 ft.	
Processing of samples – staining, cultures etc.	
<b>Equipment:</b>	
<b>Non-expendable</b> – Autoclave	
Hot Air oven	
Water bath, incubator centrifuge	
Microscopes	
Vortex ELISA reader.	
<b>Expendable</b> – Chemicals, media, glassware, stationery etc.	
<b>Manpower with qualification:</b>	
Technician - DMLT	
Provision for waste management as per the Biomedical waste Act., 1998.	
Quality control:	
Internal	
External tie up with higher Organizations.	
Backup of Generator, UPS, Emergency light.	

**SIGNATURE OF APPLICANT OR AUTHORIZED AGENT**

**Annexure II**

**CERTIFICATE OF UNDERTAKING**

1. It is Certified that the particulars given above are correct and eligibility criteria are satisfied.
2. That Hospital shall not charge higher than the CGHS notified rates or the rates charged from other patients who are not ESI beneficiaries.
3. That the rates have been provided against a facility/procedure/investigation actually available at the Organization.
4. That if any information is found to be untrue, Hospital would be liable for de-recognition by ESI. The Organization will be liable to pay compensation for any financial loss caused to ESI or physical and or mental injuries caused to its beneficiaries.
5. That the Hospital has the capability to submit bills and medical records in digital format and that all Billing will be done in electronic format and medical records will be submitted in digital format.
6. The Hospital will pay damage to the beneficiaries if any injury, loss of part or death occurs due to gross negligence.
7. That the Hospital has not been derecognized by CGHS or any State Government or other Organizations.
8. That no investigation by Central Government/State Government or any statutory Investigating agency is pending or contemplated against the Hospital.
9. Agree for the terms and conditions prescribed in the tender 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**

**Annexure III**

Scanned Copies of the following documents (wherever applicable) are to be submitted with E.O.I.

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 license for running Blood Bank.
5. Copy of the documents full filling necessary statutory requirements.

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

**ANNEXURE IV**

From,

.....  
.....  
.....

Date

To

Director of Medical and Rural Health Services (ESI),  
2<sup>nd</sup> Floor ,DMS Complex, Teynampet, Chennai-6

Ref: E.O.I. for empanelment of Health Care Organizations for Speciality  
treatment/Speciality investigations under ESIS in Tamil Nadu.

**Sub: Acceptance of CGHS rates placed on the web site of CGHS for empanelment of  
Health Care Organizations**

Sir,

I/We ..... hereby convey our acceptance for  
CGHS approved rates for Tamil Nadu notified on web site of ESIC. Kindly consider our  
Health Care organization for empanelment under ESI in Tamil Nadu under following  
categories.

**Category:**

Hospital for Speciality Services

Diagnostic Laboratory/Imaging Centre

Yours faithfully,

Signature (with seal)

Encl. Letter of authorization for signing the Document.