

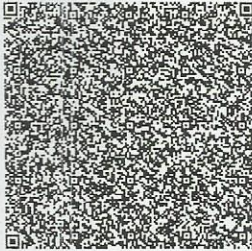


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK00826041477417R
Certificate Issued Date : 23-Jan-2019 12:59 PM
Account Reference : NONACC (SV)/ uk1207304/ RISHIKESH/ UK-DH
Unique Doc. Reference : SUBIN-UKUK120730403334324165007R
Purchased by : SRHU
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : -
Consideration Price (Rs.) : 0
(Zero)
First Party : SRHU
Second Party : NA
Stamp Duty Paid By : SRHU
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Smt. S. Bisht
Stamp Vendor
Court Compound Rishikesh

-----Please write or type below this line-----

AGREEMENT BETWEEN ESI SCHEME UTTARAKHAND AND

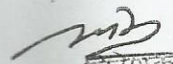
For secondary treatment services This agreement is entered into by the CMO ESI Uttarakhand having its office at Directorate ESI Scheme Mussoree Road Makkwala, Dehradun (hereinafter called ESI which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assignees) (the first party)

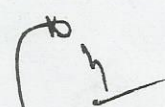
AND
The Swami Rama Himalayan University for its teaching hospital 'Himalayan HOSPITAL' having its registered office at Swami Rama Nagar, Jolly Grant, Dehradun (hereinafter called EMPANELLED CENTRE which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assignees) (the Second party) For Providing to ESI beneficiary by EMPANELLED CENTRE the following secondary treatment.

GENERAL TERMS & CONDITIONS .

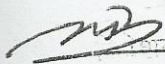
Only those applications will be considered for Award of contract that will fulfill all technical conditions and also has satisfactory report of inspection committee.

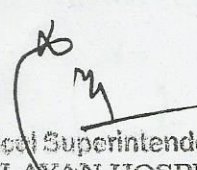
1. Rates of package and procedure should be as per Revised CGHS RATES (Dehradun). ESIC PACKAGE RATES (where CGHS PACKAGE rates not available)/or any other rates prescribed by ESIC Headquarters time to time.
2. Successful tenderer shall have to deposit a performance security amount of Rs. One lakh only in case of empanelled Hospital and Rs.50 thousands only for diagnostic centers in form of NSC/ pledged in favour of Director ESI Scheme Uttarakhand and will be refunded after termination/completion of contract .
3. 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 centre to interact with ESI beneficiaries /Director ESIS office. His/her mobile no should be made available to ESIS & should also be displayed at the helpdesk provided for ESI beneficiaries.
4. The empanelled 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.
5. The diagnostic centre shall deliver reports in duplicate to referring centre in person.
6. 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 Empanelled centre. Agreement will be effective w.e.f date of signing of the agreement.
7. Package rate shall mean and include lump sum cost of in-patient treatment/day care/diagnostic procedure for which a ESI beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge including (but not limited to):
 - (a). Registration charges
 - (b). Admission charges
 - (c). Accommodation charges including patient's diet
 - (d). Operation Charges
 - (e). Injection Charges


निदेशक
स्वास्थ्य योजना


Medical Superintendent
HIMALAYAN HOSPITAL
Swami Ram Nagar, Dehradun-248140

- (f). Dressing Charges
 - (g). Doctor/consultant visit charges
 - (h). ICU/CCU charges
 - (i). Monitoring Charges
 - (j). Transfusion charges
 - (k). Anesthesia charges
 - (l). Operation Theatre charges
 - (m). Procedural charges/Surgeon's fee
 - (n). Cost of surgical disposable and all sundries used during hospitalization
 - (o). Cost of medicines
 - (p). All other related routine and essential investigations
 - (q). Physiotherapy
 - (r). Nursing care charges for its services and all other incidental charges related thereto.
8. In order to remove the scope of any ambiguity on the point of package rates, it is reiterated that the package rate for a particular procedure is inclusive of all sub procedures and all related procedures to complete the treatment procedure. The patient shall not be asked to bear that cost of any such procedure/item.
 9. Package rates devised for the treatments/procedures not prescribed by CGHS. They will be treated as ESIC rates.
 10. 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 non- package treatment, 10(ten) percent discount on the MRP of the medicines used during the stay of ESI patient will be given by the hospital.
 - (d) Regarding the patients admitted in tie-up hospitals, the empanelled hospitals should levy CGHS or ESIC approved rates for the procedures for which the tie-up hospitals are empanelled. If no such rates are available, then there shall be a discount of 15% on normal scheduled rates of the hospital with prior permission of ESIS.
 - (e) Cost of implant/stents/grafts is reimbursable in addition to package rates as per CGHS/ESIC ceiling rates for implant.
 - (f) Hospital empanelled under Director ESIS Labour Medical Services Uttarakhand shall not charge more than package rate/rates.


 योजना


 Medical Superintendent
 HIMALAYAN HOSPITAL
 Swami Ram Nagar, Doiwala-248140

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

(h) the empanelled centre shall provided medical treatment/ to the IP/ benficiaries 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 empanelled hospital shall not deviate from the treatment/ investigation prescribed in the referral slip.

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

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-1(TH-1) and Annexure-2(TH-2).

11. Package rates envisages duration of indoor treatment as follows
Up to 7 Days: for Major Surgeries
Up to 3 Days: for Laparoscopic Surgeries/normal Deliveries
1 Day: for day care/Minor OPD surgeries.
12. 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.
13. 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 this office or the CMO Labour Medical Services Dehradun is required in the matter. The approval must be attached with the bill so sent for payment to the concerned.
14. A hospital empanelled 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. Rate list of the hospital/empanelled centre to be submitted along with technical conditions.

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

(a). The maximum room rent for different categories would be:

General ward Rs. 1000/- per day

Day Care (6 to 8 Hrs) Rs. 500/- (same for all categories)

(b) Room rent is applicable only for treatment procedures for which there is no CGHS prescribed package rate. Room rent will include charges for occupation of Bed, diet for the patient, charges for water and electricity supply, linen charges, nursing and routine up keeping.

(c) During the treatment in ICCU/ICU, no separate room rent will be admissible.

(d) General ward is defined as Halls that accommodate 4 to 10 patients.

(e) Normally treatment in higher category of accommodation than the entitled category is

Not permissible However in case of an emergency when entitled category accommodation is not available; admission in immediate higher category is to be allowed till entitled accommodation is available.

Even in this case the empanelled centre has to charge as per entitlement of the patient,

16. The empanelled centre shall honor permission letter issued by the Medical Officer Incharge of the ESIS Dispensary and provide treatment/investigation, facilities as prescribed in permission letter.

17. The empanelled centre shall provide treatment / investigation on cashless basis to the Insured person and dependent family members.

18. 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.

19. Any legal liability arising out of such services shall be the sole responsibility of the 2nd party and shall be dealt with by the concerned empanelled hospital / Services will be provided by the hospital as per the terms of agreement.

20. Primary care is provided by the Dispensary and for Secondary care will be provided by the empanel Hospital and for this patients will be referred for empanelled Hospital only.
21. Patient will be referred with a Permission letter signed by the competent Authority.
The cases referred between 4 pm to 9 am in next morning (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).
22. 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 Shall be reported to the Medical Officer Incharge ESIS Dispensary immediately and latest within 72 Hrs. working hours positively with necessary documents only through authorized representative of empanelled centre. However, Ex-facto approval shall be given by the Medical Officer Incharge ESIS Dispensary after having complete and valid justification from the treating hospital, at the sole discretion of by 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 Empanelled centre, responsibility lies with empanelled centre 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 which includes the cost of all the items.
23. 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.
24. 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 Shall be informed accordingly later with justification for approval.

25. The tie up hospital will not refer the patient to other specialist/other hospital without Prior permission of ESIS authorities.
26. The empanelled centre will have to report admitted patients on daily basis to Director on email address < diresidehradun@gmail.com. Regarding statement showing details of ESI Insured person under Indoor treatment .
27. Feedback from duly signed by admitted referred patient must be attached while preferring the bills, failing which bill will not be processed and will be returned back for needful.

Bill Submission

The empanelled hospital will send bills along with necessary supportive documents to the ESIS Directorate as soon as bills are generated after discharge of patient for further necessary action as per scheduled given below The complete process of bills will be done by the Directorate ESIS This bills 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 [costing more than 1000 rupees], treatment given and advised shall be submitted by the hospital/diagnostic center along with the bill in prescribed Performs as in ANNEXURE III and IV to the Directorate. If patient is from other state, authority letter of the Senior State Medical Commissioner of the concerned State is required to be submitted with the bill of the referring State is must.

Treatment period	Bill submission
1 st to 15 th of month	16 th to last day of month
16 th to last day of month	1 st to 15 th of next month

DUTIES AND RESPONSIBILITIES OF EMPANELLED CENTRES

It shall be the duty and responsibility of the empanelled centre 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 dispensary, eligibility etc. must be mentioned on the board. The ESI patient must be entertained without any queue/wait.

DURATION

The agreement shall remain in force for a period of One Year and Shall 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 Empanelled centre. Agreement will be effective for the one year with effect from 10/04/19 to 09/04/20 or fresh expression of interest which even is earlier.

HOSPITAL/DIAGNOSTIC CENTRE'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The empanelled centre 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.

LIQUIDATED DAMAGES

Empanelled centre 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 empanelled centre there will be forfeiture of payment of the

incoming/pending bills. For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending/further bills of the Hospital and the ESIS shall have exclusive right to terminate the contract at any time, and also render forfeiture of security amount.

TERMINATION FOR DEFAULT

I. The Director ESIS Labour Medical Services, Uttarakhand, without prejudice to any other remedy and for breach of Agreement in whole or part Shall terminate the contract.

a) The Second Party will not terminate the agreement without giving notice of three (3) months. If they do so security money will be forfeited.

b) If the empanelled centre 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

c) If the empanelled centre fails to perform any other obligations under the Agreement.

d) If the empanelled centre, in the judgment of the ESIS is engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

e) If the empanelled centre fails to follow instruction, guidelines, repeated submission of bills in their own way and with repeated deficiencies etc., the Institution shall be de-empanelled without giving any opportunity.

f) If the empanelled centre 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 shall 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.

PENALTY CLAUSE

(A) Patient can't be denied treatment on the pretext of non availability of beds/Specialists failing which treatment Shall be arranged from other hospital and penalty OF RUPEES 5000(Five thousand only) will be IMPOSED ON Empanelled hospital against incoming /pending bills/Security money, which will

be effective after receiving the written complaint from ESIS beneficiaries/MO of our dispensary.

(B) In case of premature termination of contract/agreement by the empanelled centre, it will have to deposit Rs One Lakh as penalty to Director ESIS Labour Medical Services Uttarakhand. Affidavit of appropriate value for the same to be given at the time of agreement. If empanelled centre hesitate to deposit money the same will be deducted from security money/incoming, pending bills.

(C) Referring unjustified/secondary care cases, adjuvant therapy, Genl. treatment and routine investigations, which are directly admitted by empanelled centre to Office of CMO ESIS Labor Medical Services Dehradun for approval of cashless treatment will lead to first issuance of warning letter to empanelled centre for not sending such cases in future. Repetition to such incident will lead to de-empanelment.

INDEMNITY

The empanelled centre 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 empanelled centre 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), empanelled centre as a party for anything done or purported to be done in the course of the execution of this Agreement. The empanelled centre 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 empanelled centre will pay all the indemnities arising from such incidents without any extra cost to ESIS and will not hold the ESIS responsible or obligated.

ARBITRATION

If any dispute or difference of any kind what so ever (the decision whereof is not being otherwise provided for) shall arise between the ESIS and the Empanelled Center upon or relation to or in connection with or arising out of the Agreement,

shall be referred for arbitration to the secretary Labor 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 Labor Uttarakhand. Any legal dispute to be settled in Dehradun jurisdiction only.

MISCELLANEOUS

- a) Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principle and Agent between the ESIS and Empanelled Center.
- b) The Empanelled 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 Empanelled 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.
- c) The Empanelled 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 Empanelled Center in particular where such change would have an impact in the performance of obligation under this Agreement.
- d) This Agreement can be modified or altered only on written Agreement signed by both the parties.
- e) Should the Empanelled Center get wound up or partnership is dissolved, the ESIS shall have the right to terminate the Agreement. The termination of Agreement shall not Relieve the Empanelled Center or their heirs and legal representatives from their liability in respect of the services provided by the Empanelled Center during the period when the Agreement was in force.
- f) The Empanelled Center shall bear all expenses incidental to the preparation and stamping of this Agreement.
- g) ESIS officers CMO/IMO Shall visit the empanel hospital at any time and authorities of empanel hospital shall cooperate officer and dispensary in charge for their duties.
- h) Hospital shall make compulsory agreement /arrangement to maintain and send the bill as per IT roll out and UTI module,

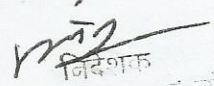
- i) empanelled hospital shall install CCTV cameras at their premises like registration counter general ward and wherever it is feasible for the hospital authorities to monitor the treatment given to ESIS beneficiaries and shall keep the record of CCTV camera footage in their CCTV footage at least for 6 month in their safe custody.

NOTICES

(i). Any notice given by one Party to other pursuant to this Agreement shall be sent to other party in writing by Registered Post at the official addressee given in tender form.

(ii). A notice shall be effective when served or on the notice's effective date, which ever 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.


निदेशक
कर्मचारी
श्रम विभाग
दहरादून
उत्तराखण्ड

UNDERTAKING

I/We Dr. (Bry.) Y. L. Bhatt (Rtd.) (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 2-5-19

Place:

Medical Superintendent
HIMALAYAN HOSPITAL

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

विदेशक
कर्मचारी राज्य बीमा योजना
श्रम चिकित्सा सेवाएँ उत्तराखण्ड
देहरादून

Medical Superintendent
HIMALAYAN HOSPITAL
Dehradun, Uttarakhand-248140