

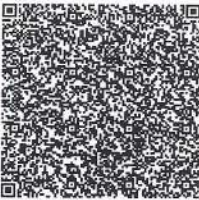


सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Gujarat**  
**Certificate of Stamp Duty**

Certificate No. : IN-GJ56285936810744T  
Certificate Issued Date : 05-Jun-2021 03:24 PM  
Account Reference : IMPACC (FI)/ gjelimp10/ VAGHODIA/ GJ-BA  
Unique Doc. Reference : SUBIN-GJGJELIMP1048380249979438T  
Purchased by : RAJPUT JAYDEV  
Description of Document : Article 5(h) Agreement (not otherwise provided for)  
Description : FOR MOU  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : DHIRAJ HOSPITAL SUMANDEEP VIDYAPEETH PIPALIYA  
Second Party : EMPLOYEE STATE INSURANCE CORPORATION  
Stamp Duty Paid By : DHIRAJ HOSPITAL SUMANDEEP VIDYAPEETH PIPALIYA  
Stamp Duty Amount(Rs.) : 300  
(Three Hundred only)

*(Handwritten Signature)*



Attested CTC

*(Handwritten Signature)*  
30/11/2023

LB0014590325



**Vice-Chancellor**  
**Sumandeep Vidyapeeth**  
**An Institution Deemed to be University**  
**Vill. Pipalia - Taluka Waghodia.**  
**Dist. Vadodara-391 760. (Gujarat)**

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www. ....' of using the official Mobile App renders it invalid.
2. Any discrepancy in the details on this Certificate and as available on the official website of the Government of Gujarat.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

AGREEMENT BETWEEN AC & RD (Additional Commissioner and Regional Director), ESICGUJARAT

And

**DHIRAJ HOSPITAL, C/O SUMANDEEP VIDYAPEETH, Waghodia, Vadodara**

This agreement is made on **14<sup>th</sup>** (day) of **June** (month) **2021** (Year) between the **AC & RD**, ESI Corporation, Ahmedabad having its office at ESI Corporation, 1<sup>st</sup> Floor, Panchdeep Bhavan, Ashram Road, Ahmedabad (hereinafter called ESIC, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the first part.

And

**DHIRAJ HOSPITAL, C/O SUMANDEEP VIDYAPEETH, Waghodiya, Vadodara**

(Hereinafter called the **empanelled centre/empanelled Health Care Organization**) of the second part. ESI Corporation is providing comprehensive medical care facilities to the ESI Insured person and his/her family dependents and ESI Staff (holding ESI Medical Benefit Card) & Pensioners (holding ESI PMS card) including their dependents (hereinafter called **ESI beneficiaries**)

**AND WHEREAS AC & RD, ESI Corporation** propose to provide treatment facilities to the ESI beneficiaries in the Private "Recognized hospitals/Diagnostic centre/Laboratory".

And where as "DHIRAJ HOSPITAL, C/O SUMANDEEP VIDYAPEETH", offered to give the following treatment & diagnostic facilities to the ESIC beneficiaries in the empanelled centre.

LIST OF SERVICE(s) AND SUPER SPECIALTY TREATMENTS AND DIAGNOSTIC FACILITIES (TO BE EMPANELLED) ARE AS BELOW.

Super Specialty Treatment	Super Specialty Investigations
Cardiology	CT Scan
CardioVascular Thoracic Surgery	MRI
Neurology	Echocardiography
Nephrology	Specialized Biochemical, Immunological Investigation
Nephro surgery	
Dialysis	
Urosurgery	
Gastroenterology (Days)	
Gastro surgery (Days)	
Pediatric Surgery (Days)	
Burns Management	
Reconstructive Surgery	
NICU/PICU/ Neonatology	
Pediatric Super Specialty Treatment	
Plastic Surgery	



NOW, THEREFORE IT IS HEREBY AGREED between the parties as follows:

**1. GENERAL TERMS AND CONDITIONS**

1. Empanelled centre will provide all the services on cashless basis to ESI beneficiaries. Empanelled centre will provide all the facilities as per the agreed package rates for various procedures, investigations, etc. Rates of package and procedure will be as per CGHS rates and terms and condition to ESIC beneficiaries. If CGHS rate are not available for procedure then AIIMS Rate will be applicable. CGHS rates of nearest city of the state will be applicable for all non CGHS approved cities. Empanelled Centre shall not charge more than package rate. A recognized private hospital whose rates for a procedure/test/facility are lower than the approved CGHS rates shall charge the ESI beneficiaries as per actual.
2. Procedure not mentioned in CGHS rate list should preferably be billed under "OTHER MAJOR SURGERY /OTHER MINOR SURGERY" package rates of respective specialty.
3. If one or more minor procedures form part of a major treatment procedure then package charges would be permissible for major procedure and only 50 % of charges for minor procedures.
4. Certain discount on Drugs / Treatment / Procedures / devices will be applicable as under:
  - a. 15% discount on Hospital rates if there is no package procedure under CGHS/AIIMS rate and procedure doesn't fit in "Other Major Surgery/ Other Minor Surgery" package rate.
  - b. For devices / stents etc. 15% discount on MRP (Maximum Retail Price)
  - c. In case of drug not available in the CGHS/ESIC package/procedure, 10% discount on the MRP.
5. Empanelled centre will provide treatment only to referred beneficiaries referred by the competent authority as defined. The empanelled centre will honor permission, issued by the referring authority i.e. AC & RD / Medical Superintendent / SMO / certain IMO in charge etc.
6. Empanelled Center shall treat all referred ESI beneficiaries on cashless and the Non-Referred ESI beneficiaries at CGHS Rates only.
7. CGHS Rules / Instructions will be followed wherever ESIC has not issued any instructions.
8. As far as possible the tie up Hospitals will use the drugs approved in CGHS Formulary. The Rate list approved by CGHS for essential Restricted Drugs/Medicines shall be used during bill processing. Imported brands should not be used if the Indian brand for the same is available in the market. All guidelines issued by CGHS on these issues must be strictly followed by the tie-up hospitals. For Restricted Drugs/Medicines, empanelled hospital may consider CGHS rates under website i.e. [www.cghs.nic.in](http://www.cghs.nic.in)>view> Restricted Drugs/Medicines (online)
9. In case of emergency, if the ESI patient is admitted for the specialty/ super-specialty procedure/investigation for which the hospital/ diagnostic centre is not empanelled to, the hospital/ diagnostic centre shall levy CGHS/AIIMS approved rates for the procedure/investigation. If no such-rates are available, then there shall be a discount of 15 % on normal scheduled rates of the



10. The drugs may be prescribed at the time of discharge, if required to the patient after Super specialty Treatment by tie-up hospitals for seven days for which the tie-up hospital can claim maximum Rs.2000/- or actual cost per patient, whichever is less, in the claimed bill. Afterwards all the medicines shall be issued by the ESIS System. The beneficiary should be advised generic medicine so that immediate availability of drugs can be ensured from his / her dispensary / hospital.
11. All the drugs/ dressings used during the treatment of the patient requiring reimbursement should be of generic nature. All the drugs / dressings used by the empanelled center requiring reimbursement should be approved under FDA/ IP/ BP/ USP pharmacopeia or DG ESIC Rate Contract. Any drugs/ dressings not covered under any of these pharmacopoeias will not be reimbursed. Food supplement will not be reimbursed.
12. The empanelled centre agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the empanelled centre and shall alone be responsible for the effect and/or deficiencies in rendering such services.
13. Direct admission without online claim generated through UTI Module referral form should not be entertained at all except in life saving conditions such as cardiac/neurological emergencies, road side accidents, emergencies needing immediate ventilator support with ICU care etc. Such cases shall be reported to the office of AC & RD / SMO / Competent Authority, ESIC, R.O, Ahmedabad

(Gujarat Region) immediately and latest by next working day by self generating online claim through UTI Module under Direct Admission option with necessary documents / Reports / Medical Certificate with required procedures etc. only through authorized representative of empanelled centre. However, Ex-post-facto approval / Waiver Certificate shall be given by the AC & RD / SMO / Competent Authority, ESIC Regional Office, Ahmedabad after having complete and valid justification from the treating hospital/centre, at his/her sole discretion.

14. Direct Admission in emergency cases (like Road Traffic Accident, Employment Injury and Other life threatening Emergencies) the Tie-up Hospital will not refuse treatment to the ESI Beneficiary. The Tie-up Hospital will immediately start stabilizing treatment and will seek permission from respective AC & RD / SMO / Competent Authority through Online UTI-ITSL Module for continuing further treatment. Upon receiving email from Tie-up Hospital, AC & RD /SMO may constitute a Committee / designate an official at ESIC Hospital / Office nearest to tie-up Hospital. This Committee/official will visit tie-up hospital by same day / next working day to verify and identify emergency and other details of the patient so as to authenticate continuation of treatment. Once it is verified as genuine, the referral letter may be issued to tie-up hospital for cashless treatment.



15. The Following ailments may be treated as:

- a. Acute Coronary Syndromes (Coronary Artery Bye-Pass Graft / Percutaneous, Transluminal Coronary Angioplasty ) including Myocardial Infraction, Unstable Angina, Ventricular Arrhythmias, Paroxysmal Supra Ventricular Tachycardia, Complete Heart Block and Stoke Adam Attack, Acute Aortic Dissection.
- b. Acute Limb Ischemia, Rapture of Aneurysm, Medical and Surgical Shock and Peripheral circulatory failure.
- c. Cerebro-Vasuclar attack-strokes, Sudden unconsciousness, Head Injury, Respiratory failure. Decompensated lung disease, Cerebro-Meningeal Infection, Convulsions, Acute Paralysis, Acute Visual Loss
- d. Acute Abdomen Pain
- e. Road Traffic Accidents
- f. Severe Hemorrhage due to any cause
- g. Acute poisoning
- h. Acute Renal Failure
- i. Electric shock
- j. Any other life threatening condition

16. Empanelled Centers will investigate/treat the ESI beneficiaries only for the condition for which they are referred to with permission, and in the specialty/super specialty and/or purpose for which they are approved by ESIC. However, In case of unforeseen emergencies during admission necessary life saving measures may be taken and concerned authorities (i.e. ESIC / ESIS) may be informed accordingly with justification for approval as soon as it becomes practicable to do so. Latest by next working day.

17. The empanelled centre agrees that during the inpatient treatment of the ESI beneficiary, the empanelled centre will not ask the beneficiary or his attendant to purchase separately the medicine/consumable/equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the ESIC which includes the cost of all the items. Appropriate action, including removing from ESIC empanelment and / or termination of this agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by ESI team.

18. If any empanelled Center/Health Care Organization charges from ESIC beneficiary for any expenses incurred over and above the package rates vis-a-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, reimbursement shall be made to the beneficiary and the amount shall be recovered from the pending bills of Hospitals / diagnostic centers.

19. In case of any natural disaster/epidemic, the hospital/diagnostic centre shall have to fully cooperate with the ESIC and will convey/reveal all the required information, apart from providing treatment/investigation facility.



20. ESI Corporation has engaged UTIITSL as a Bill Processing Agency (BPA) for scrutiny and processing of all bills of empanelled centers for beneficiaries referred from ESIC Hospitals and bills for only Super specialty Treatment in case of ESIS Institutions.
21. For the high Cost procedure / treatment / drugs not in CGHS rate list and total cost of treatment / procedure / therapy is above Rs.10 Lakhs, prior Permission of ESIC Head quarters needs to be obtained in prescribed proforma.
22. ESIC also reserves the right to prescribe / revise rates for new or existing treatment procedure(s) / investigation(s) as and when CGHS/AHMS revises the rates, or otherwise. The revised rates will be applicable from date of adoption by ESIC.
23. Any related instruction issued by ESIC Head quarters from time to time will be applicable on empanelled centers.
24. In case Referral generated by ESIC Hospitals, the respective hospital will make payment directly to empanelled Center/Health Care Organization.
25. In case of Referral Generated by ESIS Hospitals/ Dispensaries; SMO, ESIC RO Ahmedabad; newly implemented area or DCBO (i.e. Dispensary cum Branch Office) for Super Specialty Treatment, the office of AC & RD, ESIC Regional Office, Ahmedabad will make payment directly to the Referred empanelled Center/Health Care Organization.
26. Bills for Direct Admission to Tie-up Hospital to be settled / paid by AC & RD, ESIC Regional Office, Ahmedabad.
27. All Tie-up Hospitals/Diagnostic centers to entertain only those referrals that are made through UTI-Module. ESIC Shall not be responsible for processing payment of referral bills that are not routed through the bill processing agency i.e. UTI ITSL.

## **2. DUTIES AND RESPONSIBILITIES OF EMPANELLED HOSPITALS /DIAGNOSTIC CENTERS**

- a. It shall be the duty and responsibility of the hospital/investigation centre at all times, to obtain, maintain and sustain the valid registration and high quality & standards of its services and healthcare and to have all statutory/ mandatory licenses, permits or approvals of the concerned authorities as per the existing laws.
- b. Display board regarding cashless facility for ESI beneficiary will be required. The list of necessary documents required for treatment/investigations at the Empanelled Hospital/ Diagnostic Centre must be displayed on the board. A help desk shall be there for facilitation of ESI beneficiaries. Display board of ESIC LOGO with the words "Empanelled with ESIC for following Specialties on Cashless Basis" for ESI beneficiary will be required. The list of necessary documents required for treatment/investigations at the Empanelled Hospital/ Diagnostic center must be displayed on the board. A help desk shall be there for facilitation of ESI beneficiaries.



### **3. DURATION OF THE CONTRACT**

- The contract shall remain in force for a period of two years or up to 31<sup>st</sup> March 2023, whichever is earlier which may be extended for another one year at the sole discretion of the AC & RD, ESIC Gujarat, subject to fulfillment of all terms and conditions of this contract and with mutual consent. An agreement will be signed on Stamp paper of appropriate value before starting of services/extension of Contract. Cost of stamp paper and incidental charges related to contract shall be borne by the empanelled centre. Contract will be effective from 01<sup>st</sup> April 2021 or from the date of signing Agreement, whichever is later.

### **4. EMPANELLED CENTRE 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 art methods and economic principles and exercising all means available to achieve the performance specified in the agreement. The empanelled centre is obliged to act within its own authority and abide the directives issued by the ESIC. The empanelled centre 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.

### **5. LIQUIDATED DAMAGES**

- The empanelled centre is responsible for and obliged to conduct all contracted activities in accordance with the agreement using state of art methods and economic principles and exercising all means available to achieve the performance specified in the agreement. The empanelled centre is obliged to act within its own authority and abide the directives issued by the ESIC. The empanelled centre 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.
- In case of repeated defaults by the hospital the total amount of security deposit will be forfeited and action will be taken for removing the hospital from the empanelment of ESIC as well as termination of this agreement.
- For over billing and unnecessary procedures, the extra amount so charged will be deducted from the pending / future bills of the hospital and the ESIC 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 empanelled centre and termination of this agreement.

### **6. CRITERIA FOR DE-EMPANELMENT:-**

- De-empanelment of the empanelled Center/Health Care Organizations could be made due to any one of the following reasons:
  - i. Rendering resignation/written unwillingness to continue in the panel.
  - ii. Due to unsatisfactory service and proven case of malpractice/ misconduct.
  - iii. Refusal of service to ESI beneficiaries.
  - iv. Undertaking unnecessary procedures in patient referred for IPD/OPD management.
  - v. Prescribing unnecessary drugs/test while the patient is under treatment.
- Over billing of the procedure/treatment/investigation undertaken.



- vii. Reduction in staff infrastructure/ equipment etc. after the hospital has been empanelled.
- viii. Non submission of the report, habitual late submission or submission of incorrect data in the report.
- ix. Refusal of credit to eligible beneficiaries and instead asking them to pay.
- x. Discrimination against ESI beneficiaries' vis-a-vis general patients.
- xi. Death of owner/Change of ownership, location of business place or the practice place, as the case may be if not approved by competent Authority.
- xii. If the owner gives the establishment on lease to other agency, they will be liable for de-empanelment.

## **7. PROCEDURE FOR DE-EMPANELMENT / BLACKLISTING**

- i. If any empanelled Center/Health Care Organization is detected to be indulging in Malpractice / Unethical practice / unethical illegal / unlawful activities / Medical Negligence / defaulter / corrupt / fraudulent practices of any of the criteria listed in de-empanelment, the matter will be investigated by the competent Authority.
- ii. On receiving information of de-empanelment / blacklisting of empanelled Center/Health Care Organization(s) from the CGHS/Railways/DGAFMS or any other Govt. Organization.
- iii. On receiving information in both cases as listed out in paragraphs 1 and 2 above, the empanelled facility will be given an opportunity to show cause before a decision of de-empanelment/blacklisting is taken.
- iv. Based on the investigation report and examining the reply of show cause notice the office of AC & RD, as the case may be, shall decide to de-empanel / blacklist the empanelled Center/Health Care Organization(s).
- v. Once any empanelled Center/Health Care Organization is de-empanelled, the MOA/MOU with that Center/Health Care Organization shall stand terminated from the date of de-empanelment. The de-empanelled Center/Health Care Organization will be debarred for empanelment for a period of one year
- i. If the empanelled Center/Health Care Organization is blacklisted then the MOA/MOU with the Center/Health Care Organization shall stand terminated from the date of blacklisting. The Blacklisted Center/Health Care Organization will be debarred for empanelment for a period of three years

## **8. TERMINATION FOR DEFAULT**

- E.S.I.C. may, without prejudice to any other remedy for breach of agreement by written notice of default send to the empanelled centre, terminate the agreement in whole or part.
  - a. If the empanelled center fails to provide any or all of the services for which has to be recognized within the period (s) specified in the agreement, or within any extension thereof if granted by the ESIC pursuant to condition of agreement or
  - b. If the empanelled centre fails to perform any other obligation (s) under the agreement.
  - c. If the empanelled centre, in the judgment of the ESIC has engaged in corrupt or fraudulent practices in competing for or in performing the agreement.





- If the empanelled centre found to be involved in or associated with any unethical illegal or unlawful activities, the agreement will be summarily suspended by ESIC without any notice and thereafter may terminate the agreement after giving a show cause notice and considering its reply if any, received within 10 days of the receipt of show cause notice

## **9. INDEMNITY**

- The Empanelled Hospital/diagnostic centre shall at all times, indemnify and keep indemnified ESIC against all actions, suits, claims and demands brought or made against in respect of anything done or purported to be done by the Hospital/centre in execution of or in connection with the services under this contract and against any loss or damage to ESIC in consequence to any action or suit being brought against the ESIC along with the Hospital/centre or otherwise, as a party for anything done or purported to be done in the course of the execution of this Contract. The Hospital/diagnostic center will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC from all demands or responsibilities arising from accidents or loss of life resulting from negligence or unreasonable conduct on the part of empanelled hospital/diagnostic centre.
- The Hospital/diagnostic center will solely pay all the indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. ESIC may at its discretion and always entirely at the cost of the tie up Hospital/diagnostic center defend such suit, either jointly with the tie up Hospital or unilaterally in case the later chooses not to defend the case.

## **10. ARBITRATION**

- If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the ESIC and the empanelled centre upon or in relations to or in connection with or arising out of the agreement, shall be referred to for arbitration by the AC & RD who will give written award of his decision to the parties. The decision of the Arbitrator 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 Ahmedabad.

## **11. TDS/GST AND OTHER STATUTORY DEDUCTIONS**

- TDS and other Statutory Deductions will be made as per Income Tax Rules and/or other applicable statutory provisions prevalent from time to time, including GST.

## **12. MONITORING AND MEDICAL AUDIT**

- ESIC Reserves the right to inspect the Center/Health Care Organization at any time to ascertain their compliance with the requirements of ESIC.
- Bills of empanelled Center/Health Care Organizations shall be reviewed periodically for irregularities including declaration of planned procedures /admissions as 'emergencies', unjustified investigation / treatment, overcharging and prolonged stay, etc., and if any empanelled Center/ Health care Organization is found involved in any wrong doings, then the concerned hospitals/ other health care organizations would be suspended / removed from ESIC – Gujarat panel and would be black listed for specified period for further empanelment with ESIC. Bank Guarantee / Security Deposit shall also be forfeited.



### **13. MISCELLANEOUS**

- i. Nothing under this Contract shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principle and Agent between the ESIC and Empanelled Center. The Empanelled Hospital/Diagnostic Center shall not represent or hold itself out as an agent of the ESIC.
- ii. The ESIC will not be responsible in any way for any negligence or misconduct on the part of the Empanelled Hospital/Diagnostic Center and its employees for any accident, injury or damage sustained or suffered by any ESIC beneficiary or any third party resulting from or by any operation conducted by or on behalf of the Hospital or in the course of doing its work or performing its duties under this Contract or otherwise.
- iii. This agreement can be modified or altered only on written Contract signed by both the parties with mutual consent.
- iv. Terms & conditions of the tender document may be modified at the discretion of the corporation. However, if such modification is made, the same shall be incorporated into the final agreement to be entered with the empanelled Hospital/diagnostic centre.
- v. The tie up hospital will not refer the patient to other specialist / other hospital without prior permission of ESIC Authorities.
- vi. ESI beneficiaries will not be subjected to research / clinical experiment purpose.
- vii. The Hospital will ensure the identity of patient (IP / family of IP) at the time of admission / treatment in the hospital from referral Form, ESI Card and other documents.
- viii. The Hospital will follow the instruction issued from time to time by the ESIC.
- ix. Committee members (Constituted for the purpose by the Regional Director / Competent Authority) shall visit the empanelled center/health care organization at any time either before entering in to the contract, or at any time during the period of contract. The bidder shall be prepared to explain / demonstrate to the queries of the members.
- x. The Empanelled Hospital / Center shall notify the ESIC of any material change in their status and their status and their shareholdings or that of any Guarantor of the empanelled Hospital / Center in particular where such change would have an impact in the performance of obligation under this Agreement.
- xi. Should the Empanelled Center get wound up or partnership is dissolved, the ESIC shall have the right to terminate the Agreement. The Termination of Agreement shall not relieve the Empanelled Hospital / Center or their heirs and legal representatives from their liability in respect of the Services provided by the Empanelled Center during the period when the Agreement was in force.
- xii. The empanelled centre shall bear all expenses incidental to the preparation and stamping of this agreement



#### **14. BANK DETAILS FOR PAYMENT PURPOSE**

Sr. No.	Particulars	Details
1	Hospital Full Name and Full Address with Pin Code	DHIRAJ HOSPITAL, C/O SUMANDEEP VIDYAPEETH AT. PO. PIPARIA, TA. WAGHODIYA DIST. VADODARA 391760
2	Hospital / Diagnostic Centre Name in PAN Card	SUMANDEEP VIDYAPEETH
3	PAN Number	AAATK4485H
4	GST Number	24AAATK4485H1ZK
5	TAN Number	BRDK00851E

#### **Bank Details for payment:-**

1	Hospital / Diagnostic Centre Account Holder Name / Payee Name ( as per Bank Record)	SUMANDEEP VIDYAPEETH DEEMED TO BE UNIVERSITY
2	Name of Bank	INDIAN OVERSEAS BANK
3	Branch Name and Branch Code of Bank	PIPARIA, WAGHODIA
4	Full Address and Contact number of Bank	PIPARIA, WAGHODIA
5	Type of Account	CURRENT
6	Account Number	178802000000154
7	MICR Code No.	390020013
8	IFSC Code no.	IOBA0001788

#### **15. NOTICES**

- i. Any notice given by one Party to other pursuant to this Contract shall be sent to other Party in writing by Registered Post at the official addresses mentioned in the contract.
- ii. Registered communication shall be deemed to have been served even if it is returned with the remarks like refused left premises, locked etc.
- iii. AC & RD, ESIC, Regional Office, Ahmedabad may, without prejudice to any of their remedy and for breach of Agreement in whole or part may terminate the contract.
- iv. The Second party will not terminate the agreement without giving notice of three (3) months. If they do so Performance security money will be forfeited.
- v. If the Hospital is found to be involved in or associated with any unethical, illegal or unlawful activities, the Agreement will be summarily suspended by ESIC without any notice and thereafter may terminate the Agreement, after giving a show cause notice and considering its reply, if any, received within 10 days of the receipt of show cause notice.



**16. AGREEMENT VALIDITY**

- i. Empanelled Center/ Health Care Organization is agreed with all the terms & conditions and instructions as per EOI published on 26/02/2021.
- ii. This agreement is valid up to 31<sup>st</sup> March 2023.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed executed on the 14<sup>th</sup> (day), June (month) 2021 (year) first above mentioned. Signed by (Authority of ESI Institution)

In presence of

(Witnesses)

1

2



Signed by **Dr. Lavlesh Kumar**, Medical Superintendent, Dhiraj Hospital, Vadodara

In the presence of (Witnesses)

1. Dr. Jasmin Jasani, Addl. Medical Superintendent, Dhiraj Hospital, Vadodara.

2. Dr. Lakhan Katana, Dy. Medical Superintendent, Dhiraj Hospital, Vadodara





सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Gujarat**  
**Certificate of Stamp Duty**

**Certificate No.** : IN-GJ63513355312510T  
**Certificate Issued Date** : 18-Jun-2021 11:45 AM  
**Account Reference** : IMPACC (FI)/ gjelimp10/ VAGHODIA/ GJ-BA  
**Unique Doc. Reference** : SUBIN-GJGJELIMP1062725449717479T  
**Purchased by** : KARTIK PATEL  
**Description of Document** : Article 5(h) Agreement (not otherwise provided for)  
**Description** : FOR MOU  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : DHIRAJ HOSPITAL SUMANDEEP VIDYAPEETH PIPALIYA  
**Second Party** : EMPLOYEE STATE INSURANCE CORPORATION  
**Stamp Duty Paid By** : DHIRAJ HOSPITAL SUMANDEEP VIDYAPEETH PIPALIYA  
**Stamp Duty Amount(Rs.)** : 300  
(Three Hundred only)



LB0014590889

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

(Ref to EOI Tender published on 26.02.2021 of ESIC Hospital/Regional Office Ahmedabad. Letter No.37/U/17/11/SST EMPANELMENT/2020/MED dated 07/05/2021)  
25/05/2021

**ADDENDUM TO MEMORANDUM OF AGREEMENT DATED 14<sup>th</sup> June 14, 2021**

This Memorandum of Understanding (MOU) entered into on this the **14<sup>th</sup> day June (Month) 2021 (Year)** between the AC & RD (Additional Commissioner and Regional Director), ESI Corporation, Ahmedabad (Herein after referred to as ESIC, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part

**AND**

**DHIRAJ HOSPITAL, C/O SUMANDEEP VIDYAPEETH, Waghodia, Vadodara**

having its registered office at **po: Pipariya tal : Waghodia, India** (herein referred to as “Empanelled hospital/center/health care organization” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, liquidators, Administrators and permitted assigns) of the second part.

WHEREAS the ESIC is providing comprehensive medical care facilities to the beneficiaries,

AND WHEREAS ESIC proposes to provide treatment facilities through its hospitals & dispensaries to the Beneficiaries in the Empanelled Hospitals,

AND WHEREAS empanelled hospital offered to give the treatment /diagnostic facilities/ health benefits to ESIC Beneficiaries in the Empanelled Hospital,

Each of these empanelled Hospitals shall hereinafter be referred individually as a “Party” and collectively as the “Parties”

Whereas the Parties have entered into this MOU to record their intention to jointly engage UTIITSL as Bill Processing Agency (BPA) in relation to payments and reimbursement for Medical Expenses.

The parties shall abide by the following undertakings in addition to ESIC Policy and Standard Operating Procedures, the clauses mentioned in the Memorandum of Agreement with ESIC Hospital/Regional Office and for the purpose of bill processing:

- A. The empanelled hospital shall acknowledge the referral from ESIS/ESIC Hospital/institution online.
- B. The empanelled hospital on admission of an ESI Beneficiary shall intimate online to BPA the complete details of the patient, proposed line of treatment, proposed duration of treatment with Clinical History within 24 hours of admission.
- C. After the patient is discharged, the hospital will upload the claim related documents as per instruction issued from time to time by ESIC Headquarter or/and ESIC policy viz Referral letter, Bills, Lab reports, Discharge Summary, Doctors report, indoor papers etc to BPA through the web based application within seven (7) working days.



- D. The hard copies of the claim will be delivered /dispatched to the concerned referring ESI Hospital/institution within seven (7) working days but not later than 30 days.
- E. The empanelled hospital shall submit all the medical reports in digital form as well as in physical form as per ESIC policy and instructions issued from time to time by ESIC.
- F. In case of absence of certain physical documents, the "Need More Information" (NMI) status will be raised by the respective ESIC/ESIS Hospital, BPA or Medical processing team of respective ESIC Hospital/Regional office to the empanelled hospital/diagnostic center for the missing/ambiguous physical documents. Empanelled hospitals/diagnostic centers shall have to submit the clarifications/information inter-alia for all bills returned online at any level under "Need for more Info" category (NMI), within 15 days failing which these claims will be processed by the respective levels and BPA on the basis of available documents without any further intimation and such bills/claims will be closed not to be opened further.
- G. The BPA will audit the medical claims of the ESI Hospital/institution Beneficiaries in respect of the treatment taken by them in the empanelled hospital and make recommendations for onward payment to ESIC Hospital/Regional Office in a time bound manner. 100% bills under CGHS rates will be paid upfront within a specified time limit as scrutinized by UTI (ITSL). The 80% amount of Non-CGHS bills as scrutinized by UTI (ITSL) will be paid upfront without further scrutiny. For Balance amount of 20% of Non-CGHS bills, random scrutiny may be done.
- H. The empanelled hospitals shall have the necessary IT infrastructure for interaction with BPA such as Desktop PC with internet connectivity features, High Speed High resolution multi page Document Scanner, Printers, etc.
- I. In case of some mistakes in the scrutiny of claims recommendations thereto by BPA resulting in excess payment to the empanelled hospital by ESIC Hospital/Regional Office the excess amount shall be recovered from the future bills of the empanelled hospital.
- J. Subject to BPA rendering bill-processing services as per terms and conditions of this agreement, the empanelled hospitals/diagnostic centers/claimants shall pay to the BPA, the service fees and service tax/GST/any other tax by any name called as applicable on per claim basis, as detailed below, through ESIC.
- K. The amount deducted towards fee and service tax/GST/any other tax by any name called from the payable claims of hospitals/diagnostic centers shall be forwarded by ESIC to BPA simultaneously along with the payments to empanelled hospital through ECS or any other mode of money transfer, as decided by ESIC.
- L. The processing fee admissible to BPA will be at the rate of 2% of the claimed amount of the bill submitted by the empanelled hospital/diagnostic center (and not on the approved amount) and service tax/GST/any other tax by any name thereon. The minimum admissible amount shall be Rs.12.50 (exclusive of service tax/GST/any other tax by any name, which will be payable extra) and maximum of Rs. 750/- (exclusive of service tax/GST/any other tax by any name, which will be payable extra) per individual bill/claim. The fee shall be auto-calculated by the software and prompted to the ESI Hospital/Regional Office by the system at the time of generation of settlement ID.
- M. The fee shall also mean to include any additional payment of Service Tax, GST or any other taxes by whatever name called as applicable on such fee amount admissible to BPA.
- N. If the claim is rejected or results into nonpayment to the empanelled hospital/diagnostic center, ESIC Hospital/Regional Office shall recover the service charge and service tax/GST/any other tax by any name due to the BPA from the subsequent claims of the respective empanelled hospital/diagnostic center and shall pay to the account of the BPA.
- O. MEDICAL AUDIT OF BILLS: There shall be continuous medical audits of the services provided / claims raised by the empanelled hospital by ESIC / BPA.



IN WITNESS WHEREOF the parties have caused this Agreement/MOU to be signed executed on the day, month and year first above-mentioned.

Signed by (Authority of ESI Institution)

In presence of (Witnesses)

1

*[Handwritten signature]*  
12/08/21

2

*[Handwritten signature]*



Signed by **Dr. Lavlesh Kumar, Medical Superintendent**, Dhiraj Hospital, Vadodara duly Authorized vide resolution No. NIL Dated 14<sup>th</sup> June. 2021.

In the presence of (Witnesses)

1. Dr. Jasmin Jasani, Addl. Medical Superintendent, Dhiraj Hospital, Vadodara.

2. Dr. Lakhn Kataria. Dy. Medical Superintendent, Dhiraj Hospital, Vadodara

Attested CTC

*[Handwritten signature]*  
30/11/2023



**Vice-Chancellor**  
**Sumandeep Vidyapeeth**  
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