



क.रा.बी.नि.
E.S.I.C.

कामगार राज्य बीमा महामंडळ
(श्रम व रोजगार मंत्रालय, भारत सरकार)
कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & employment. Govt. of India)



उप प्रादेशिक कार्यालय/उप क्षेत्रीय कार्यालय/ SUB-REGIONAL
OFFICE
पंचदीप भवन, गणेशपेठ, नागपूर, महाराष्ट्र - 440018
पंचदीप भवन, गणेशपेठ, नागपूर, महाराष्ट्र - 440018
PANCHDEEP BHAWAN, GANESHPETH, NAGPUR, MAHARASHTRA - 440018
☎: 2720141, 2726219, 2726365, 2729075, Fax: 0712-2729359

No.23/D/12/19/Cashless/CRI/2020

Dated: - 13/01/2023

To,

VSPM Dental
College &
Hospital
Hingna, Nagpur.

**Subject: - Agreement to extend facility to ESI Corporation Employees,
Pensioners and their dependents.**

Sir/Madam,

Please find enclosed herewith copy of agreement duly signed by you and Dy.
Director In charge ESI Corporation, Sub Regional Office, Nagpur for your records.

I am to request you to provide cashless treatment to ESIC Employees, Pensioners and
their dependents, as per terms and conditions of the agreement on CGHS rates. w.e.f
01/09/2022, Bills may be submitted in duplicate with all relevant treatment papers and
reports.

Your cooperation will be appreciated.

Yours faithfully,

(Bhawana Patil)
Asst. Director (CRI)

सहा. निदेशक
Asstt. Director



महाराष्ट्र MAHARASHTRA

2022

11AA 273730

Sub Treasury Officer
Hingna

02 AUG 2022

Sub Treasury Officer
Hingna

M. Band
क्र. नं. XE02003
AGREEMENT लास गो. बोकडे
मुद्रांक विक्रेता सा. नं. 36/94
BETWEEN ए.एस.आय. कार्यालय परिसर, हिंगणा

DIRECTOR GENERAL E.S.I CORPORATION

AND

DEAN, VSPM'S DENTAL COLLEGE & RESEARCH CENTRE, DIGDOH HILLS, HINGNA
ROAD, NAGPUR. 440019.

This Agreement is made on the 08th day of August 2022 between The Director General, Employees State Insurance Corporation acting through Dy. Director i/c, Sub Regional Office, Ganeshpeth, Nagpur - 440018, having its Hqrs Office at Panchdeep Bhawan, G.I.C Road, New Delhi (hereinafter called ESIC, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors the office and assigns) of the First Party

AND

DEAN, VSPM'S DENTAL COLLEGE & RESEARCH CENTRE of the Second Party,

WHEREAS, the ESIC proposes to provide Primary, Secondary, Super specialty treatment (including diagnostic) for both OPD and IPD for all specialties to the ESIC staff and Pensioners and their dependents.

U. Kulkarni
DEAN

VSPM'S Dental College &
Research Centre, Digdoh Hills
Hingna Road, Nagpur-440019

V. K. Kundal
विकास कुण्डल
VIKAS KUNDAL
उप निदेशक (प्रभारी)
DEPUTY DIRECTOR (I/C)
ए.एस.आय. कार्यालय परिसर, हिंगणा

AND WHEREAS, **Second Party** offered to give **Dental Treatment** to the ESIC Staff and Pensioners employees who will be carrying ESIC identity card and referral letter from the Sub Regional Office Nagpur.

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

1. DEFINITIONS & INTERPRETATIONS

The following terms and expressions shall have the following meanings for purposes of This Agreement

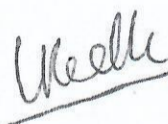
- 1.1 "**Agreement**" shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this shall mean the ESI Card, issues by ESIC.
- 1.2 "**Benefit**" shall mean be the extent or degree of services the beneficiaries-are entitled to receive as per the rules on the subject.
- 1.3 "**Card**" shall mean the ESIC Card, issued by any competent authority of ESIC.
- 1.4 "**ESIC Identity Card**" shall mean an ESIC Staff having an ESIC Identity Card issued By competent authority of ESIC.
- 1.5 "**Empanelment**" shall mean the hospital/diagnostic centre authorized by the ESIC treatment purpose for a particular period.
- 1.6 "**Hospital**" shall mean **VSPM's Dental College & Research Centre** while performing under this Agreement providing **Dental** investigation, treatment and the healthcare of human beings
- 1.7 "**Recognition of Hospital**" shall mean the Hospital empanelled by the ESIC for a particular period for providing treatment facilities and procedures etc. to the ESIC staff, pensioners and their dependents at the rates laid down.
- 1.8 "**De-recognition of Hospital**" shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing Dental treatment to or not following the good industry practices of the health care for the ESIC staff, pensioners & their dependents after following certain procedure of inquiry.
- 1.9 "**Party**" shall mean the ESIC or the **VSPM's Dental College & Research Centre** and
- 1.10 "**Parties**" shall mean both the ESIC and the **VSPM's Dental College & Research Centre**.
- 1.11(a) "**Package Rates**" mean rates for package of treatment of standard set of procedures that are administered to the patient while undergoing treatment for a pre-diagnosed disease - condition for the specified time period as per CGHS approved rates.
(b) No additional charge on account of extended period shall be allowed if that extension is due to any improperly conducted procedure.

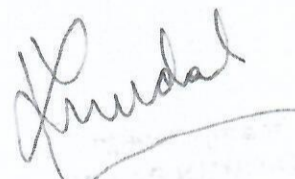
Annexure - I shall be deemed to be an internal part of this Agreement.

2. SERVICE AREA: -

The **VSPM's Dental College & Research Centre / Diagnostic Centre / Institution** shall provide treatment facilities to ESIC Staff and Pensioners employees and their dependents who will be carrying identity card and a referral letter from the ESIC, Sub Regional Office, Nagpur

3. SERVICE CHARGES


DEAN
VSPM'S Dental College &
Research Centre, Digdoh Hills
Hingna Road, Nagpur-440019


DEPUTY DIRECTOR (EC)
S.R.O., ESI CORPORATION, NAGPUR.

The VSPM's Dental College & Research Centre, shall charge as per the rates for a particular procedure/package deal as prescribed by the CGHS, / ESIC Rates/AIIMS Rates & Guidelines, which shall be an integral part of this Agreement

4. BILLING

Bills should be supported by:

- i. Copies of Individual patient discharge summary showing the details of treatment given and procedure done.
- ii. Vouchers for consumables which are not included in the package rate
- iii. Stickers/Carbons for implants, stents etc. which are not part of the procedure
Package Bills /vouchers for investigations (other than routine investigation) which are Not included in package (both OPD and Indoor) must be supported with investigation reports.

**B) Certain discount on Drugs/Treatment/procedures/Devices has been finalized.
These are as under:**

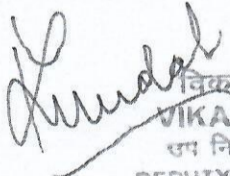
- I. Procedure for which package under CGHS/AIIMS/ESIC Rates not available- 15% discounts on hospital rates or as per guidelines issued by the Corporation from time to time.
- II. For devices/stents etc. not described under CGHS Rules – 15% discounts on MRP (Maximum Retail Price) or as per guidelines issued by the Corporation from time to time.
- III. For drugs not available in the CGHS/ESIC Package/Procedure – 10% discounts on the MRP.

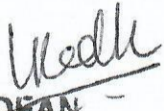
The procedure for submission / payment of bills will be as under:

On production of referral letter together with valid Identity Card and in case of Pensioners, valid letter for referral with Pensioners' Identity Card/Dental Card, the Empanelled Hospital is required to provide credit facilities to the ESIC Employees & Pensioners or his family members. No patient shall be directly examined or admitted without the production of Identity Card/Dental Card and without Referral letter from the competent authority except under emergency. **In case of emergency, patient may be admitted and the hospital shall get the referral letters from the concerned authorities the very next working day. However, even in case of emergency, the production of Valid Identity Card/Dental Card would be mandatory.** The bills shall be sent directly to the Dy. Director I/c, ESIC, Sub Regional Office, Nagpur who will admit, verify and sanction the payment, so that those can be settled by the concerned office of the ESI Corporation within 60 days from the date of receipt of the bills in respective offices.

5. DURATON

The Agreement shall remain in force for a period of 05 years or till it is modified or revoked, whichever is earlier. The Agreement may be extended for subsequent periods as required


विकास कुण्डल
VIKAS KUNDAL
उप निदेशक (प्रमारी)
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उ.क्षे.का. कराबी, निगम, नागपुर.
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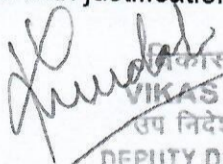
by ESIC, subject to fulfilment of all terms and conditions of this Agreement and with mutual consent

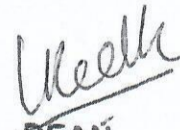
6. DENTAL AUDIT OF BILLS

The Dental audit of the bills of the hospital will be conducted by the ESIC or any authority designated by ESIC for that purpose within 60 days of discharge of the ESI beneficiary from Hospital

7. GENERAL CONDITIONS

- 7.1 The package rate will be calculated as per the duration specified in the tender Document under the treatment requirements". 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 or due to any improper procedure and is not justified.
- 7.2 The procedure and packages rates for any procedure and other Dental treatment for ESIC Staff and pensioners under this Agreement shall not be increased during the Validity period of this Agreement.
- 7.3 The empanelled Hospital shall provide services only for which it has been empanelled rates that will be fixed from time to time and shall be binding.
- 7.4 The Hospital shall submit all the Dental records in digital format.
- 7.5 The Hospital agrees that any liability arising due to any default or negligence in providing or performance of the Dental service shall be borne exclusively by the hospital who shall alone be responsible for the defect and/or deficiencies in rendering such services
- 7.6 The Hospital agrees that during the in-patient treatment of the ESIC Staff & pensioners the Hospital will not ask the EIC employee or pensioners or his attendant to purchase separately the medicines/sundries/equipment or accessories from outside and will provide the treatment within the package deal rate, 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, Dental audit or inspections carried out by ESIC teams.
- 7.7 The Hospital will submit an annual report regarding number of referrals received, admitted, bills submitted to the ESI and payment received, details of monthly report submitted to the Dy. Director I/c, Sub Regional Office, Ganeshpeth, Nagpur – 440018
- Annual audit report of the hospitals/centres will also be submitted along with the statement.
- 7.8 The Hospital will not make any commercial publicity projecting the name of ESIC. However, the fact of empanelment under ESIC shall be displayed at the premises of the empanelled centre, indicating that the charges will be as per CGHS approved rates.
- 7.9 In case of Referrals, the hospital will investigate /treat the ESIC Employees & Pensioners only for the condition for which they are approved by ESIC. In case of unforeseen emergencies during admission for approved purpose/procedure, necessary life saving measures be taken and concerned authorities may be informed accordingly later with justification


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S.R.O., ESI CORPORATION, NAGPUR.


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Research Centre, Digdoh Hills
Hingna Road, Nagpur-440019

7.10 The hospital will not refer the patient to other specialist/other hospital without prior permission of ESIC. Prior intimation shall be given by the ESIC whenever patient needs further referral

8. DUTIES AND RESPONSIBILITIES OF HOSPITAL / CENTERS

It shall be the duty and responsibility of the Hospital at all times, to obtain, maintain and sustain the valid registration, recognition and high quality and standard of its services and healthcare and to have all statutory / mandatory licences, permits or approvals of the concerned authorities under or as per the existing laws.

9. HOSPITAL'S/CENTER 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 ESIC. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanours, negligence, misconduct or deficiency in services, if any

10. TERMINATION FOR DEFAULT

10.1 The Employees State Insurance Corporation, without prejudice to any other remedy for breach of Agreement, by written notice for default sent to the Hospital terminate the Agreement in whole or part.

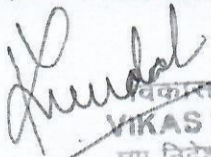
a. If the Hospital fails to provide any or all of the services for which has been recognized within the period(s) specified in the Agreement, or within any extension thereof if granted by the ESIC as the case may be, pursuant to Condition of Agreement, or

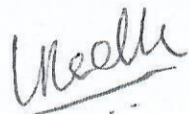
b. If the Hospital's fails to perform any other obligation(s) under the Agreement.

c. If the Hospital in the judgement of the ESIC has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

10.2 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.

10.3 In case of any violation of the provisions of the Agreement by the Hospital such as (but not limited to), refusal of service, refusal of credit facilities to eligible beneficiaries and direct charging from the ESIC staff and pensioners undertaking unnecessary procedures, prescribing unnecessary drugs / tests, deficient or defective service, over billing and negligence in treatment, the ESIC shall have the right to de-empanel the hospital as the case may be.


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उप निदेशक (प्रमारी)
DEPUTY DIRECTOR (I/C)
उ.क्षे.का. क.रा.बी. नियम, नागपुर
S.R.O., ESIC CORPORATION, NAGPUR


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VSPM'S Dental College &
Research Centre, Digdoh Hills
Hingna Road, Nagpur-440019

11. INDEMNITY

The Hospital shall at all times, indemnify and keep ESIC indemnified 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 ESIC in consequence to any action or suit being brought against the ESIC, along with (or otherwise), Hospital as a party for anything done or purported to be done in the course of the execution of this Agreement. The Hospital will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the ESIC from all demands of responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct.

The Hospital will pay all indemnities arising from such incidents without any extra cost to ESIC and will not hold the ESIC responsible or obligated. The ESIC 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.

12. PAYMENT

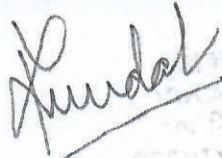
- 12.1 The payment will be made to the hospital within a period of 60 days from the date of submission of the bill accompanied with all necessary and supporting documents.
- 12.2 TDS will be deducted as per the provisions of the IT Act 1961, as amended time to time,

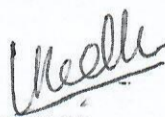
13. ARBITRATION

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 Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration by the Dy. Director i/c, ESI Corporation, SRO Nagpur, 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 Nagpur or as decided by the appellate authority.

14. MISCELLANEOUS

- 14.1 Nothing under this Agreement shall be constructed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the ESIC and the Hospital.
- 14.2 The Hospital shall not represent or hold itself out as agent of the ESIC.
- 14.3 The ESIC will not be responsible in any way for any negligence or misconduct of the Hospital and its employees for any accident, injury or damages sustained or suffered by any ESI beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course under this Agreement or otherwise.
- 14.4 The Hospital shall notify the ESIC of any material change in their status and them


K. K. KUNDAL
DEPUTY DIRECTOR (I/C),
E.S.I. CORPORATION, NAGPUR


DEAN
VSPM'S Dental College &
Research Centre, Digdoh Hills
Mingna Road, Nagpur-440010

shareholdings or that of any Guarantor of the Hospital in particular where such change would have an impact on the performance of obligation under this Agreement.

14.5 This Agreement can be modified or altered only on written agreement signed by both the parties.

14.6 Should the hospital 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 hospital or their heirs and legal representatives from the liability in respect of the services provided by the Hospital during the period when the Agreement was in force.

14.7 The hospital shall bear all expenses incidental to the preparation and stamping of this agreement.

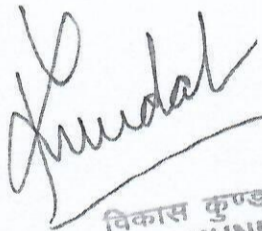
15. NOTICES

15.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to other party's address as below

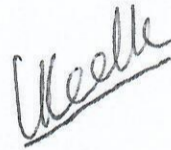
ESIC: Dy. Director I/c ESI Corporation, Sub Regional Office, Ganeshpeth, Nagpur – 440018

HOSPITAL: **VSPM's Dental College & Research Centre.**

15.2 A notice shall be effective when served or on the notices effective date, whichever is later. Registered communication shall be deemed to have been served even if it returned with remarks like refused, left, premises locked etc.



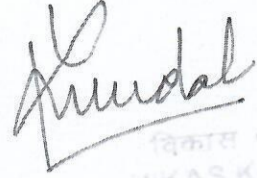
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S.R.O., ESI CORPORATION, NAGPUR.



DEAN
VSPM's Dental College &
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Singna Road, Nagpur-440019

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

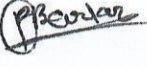
Signed by




Shri/Smt:-
Dy. Director I/c,
E.S.I. Corporation, Sub Regional
Office, Panchdeep Bhawan,
Ganeshpeth Nagpur - 440018
For and on behalf of
Director General, ESI Corporation,
Panchdeep Bhawan, C.I.G Road,
New Delhi - 02

In the Presence of

In the Presence of
(Witnesses)

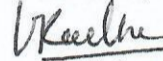
1. Prashant Borikar 
Assistant

2. Bhawanrao Patil 
Asst. Director

SEAL & STAMP OF PROPRIETOR



Signed by



For and on behalf of Institution,
DEAN
VSPM'S Dental College &
Research Centre, Digdoh Hills
Hingna Road, Nagpur-440019

In the Presence of
(Witnesses)

1. Ashwini Ch

2. Bhanuwantrao