



**WEST CENTRAL RAILWAY  
MEDICAL DEPARTMENT KOTA DIVISION**

No.KTT/MD/2019/EMR/EOI

Date- 20.12.2019

**EXPRESSION OF INTEREST (EOI)**

Chief Medical Superintendent, West Central Railway -Kota, Raj. Invites Expression of Interest (EOI) from reputed Hospital for setting up, Operation and Maintaining A Free Emergency Medical Facility Center at kota, Gangapur City, Bayana, Bharatpur, Sawai Madhopur, Shamgarh, Bundi & Baran Railway Station for Railway Passengers under CSR initiatives.

Interested Hospitals may get details of EOI and term & conditions from [www.wcr.indianrailways.gov.in](http://www.wcr.indianrailways.gov.in) or from following address.

Last date for submission of EOI is upto 15:00 Hours on date-22.01.2020

dy. 20/12/19 -  
CMS/KOTA

Office Address:  
Chief Medical Superintendent  
Divisional Railway Hospital  
Kota . Pin-324002  
Tele Fax No.0744-2467060  
Email ID- [kotadrhwr@gmail.com](mailto:kotadrhwr@gmail.com)

पश्चिम मध्य रेलवे  
चिकित्सा विभाग कोटा मंडल

सं. केटीटी/एमडी/2019/ईएमआर (ई.ओ.आई.)

दि.20.12.2019

एक्पेशन ऑफ इन्ट्रेस्ट ( ई.ओ.आई. )

मुख्य चिकित्सा अधीक्षक, पश्चिम मध्य रेलवे कोटा राज. रूचि की अभिव्यक्ति ( ई.ओ.आई.)  
प्रतिष्ठित चिकित्सालयों से कोटा गंगापुरसिटी, बयाना, भरतपुर, सवाईमाधोपुर, शामगढ, बूंदी,  
तथा बांरा रेलवे स्टेशनों पर यात्रियों को आपातकालीन निशुल्क चिकित्सा सुविधा प्रदान करने  
के लिए सी.एस.आर. (Corporate Social Responsibility) के अंतर्गत आपातकालीन  
चिकित्सा सुविधा केंद्र स्थापित एवं संचालित करने हेतु रूचि की अभिव्यक्ति आमंत्रित की  
जाती है।

इच्छुक चिकित्सालय रूचि की अभिव्यक्ति (ई.ओ.आई.) नियमों एवं शर्तों का विस्तृत  
विवरण वेबसाइट [www.wcr.indianrailways.gov.in](http://www.wcr.indianrailways.gov.in) पर देख सकते हैं अथवा निम्न कार्यालय  
से प्राप्त कर सकते हैं।

रूचि की अभिव्यक्ति जमा करवाने की अंतिम तिथि दिनांक 22.01.2020.....को  
समय 15:00 बजे तक निर्धारित है।

कार्यालय का पता:-

मुख्य चिकित्सा अधीक्षक,  
मंडल रेलवे चिकित्सालय, कोटा, प0म0रे0  
पिन कोड-324002  
फेक्स सं. 0744-2467060

सा मुखर्जी  
मुख्य चिकित्सा अधीक्षक,  
पश्चिम मध्य रेलवे कोटा राज  
20/12/19.



## WEST CENTRAL RAILWAY

No. KTT/MD/2019/EMR/EOI

Date: 16/12/ 2019

### EXPRESSION OF INTEREST (EOI)

For and On behalf of President of India, Chief Medical Superintendent Divisional Railway Hospital Kota invites EOI for **"Setting up, Operating and Maintaining a free Emergency Medical Facility Centre (EMFC)"** at KOTA, GANGAPUR CITY, BAYANA, BHARATPUR, SAWAIMADHOPUR, SHAMGARH, BUNDI AND BARAN Railway stations over Kota division for Railway Passengers under CSR initiatives.

Interested parties may submit their EOI on their letter heads along with the information sought in a sealed envelope to the office of "Chief Medical Superintendent, Divisional Railway Hospital, Kota-324002."

#### A. Aim and Objectives:

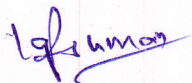
1. The objective is for setting up. Operating and Maintaining a free EMFC in Railway premises at KOTA, GANGAPUR CITY, BAYANA, BHARATPUR, SAWAI MADHOPUR, SHAMGARH, BUNDI AND BARAN Railway stations under CSR initiatives.
2. The EMFC shall provide free emergency medical assistance to the bonafide railway passengers and shall be operative on round the clock basis throughout the year.
3. The EMFC shall provide initial emergency treatment/ first aid facility and requisite treatment, as required, shall be provided at hospitals of the patients/passengers choice.

#### B. Obligation of Railways:

1. Provision of space, electricity and water free of charges to the party for operating the EMFC.
2. The period of MOU shall be of **five (05) years** which could be extendable for a further period of **two year**, Subject to 1<sup>st</sup> satisfactory performance at the sole discretion of the Railway.
3. Provision of free parking Space for battery operated car and Ambulance for transportation of patients/ passenger from station platform to hospitals/EMFC.

#### C. Obligation of Hospital-or Eanization/party operating the EMFC

1. Emergency Medical Facility centre (EMEC) at nominated stations as per plan approved by railways will be set up by the applicant completely at its own cost and resources at the space provided by Railway free of cost.
2. Deployment of one emergency trained doctor and two trained paramedical staff on round the clock for providing medical assistance to the passengers approaching





the EMFC. The personnel employed shall provide all possible first aid/ emergency and other medical assistance/ succor to such passengers.

3. The party shall provide a medical box. The inventories of Medical Box are mentioned in Annexure "A".
4. The party shall also provide a well equipped ambulance with driver and other support staff, round the clock basis provided with cardiac life support and necessary medical equipment for transportation of the injured/sick passengers to the nearest hospital. The hospital to which the patient will be transported shall be as per the choice of the patient/ passenger or his caretaker/ relative. Party shall in no case insist upon transporting them to their own hospital.
5. A battery operated Car along with driver with stretcher should be provided on round the clock basis for transporting injured/sick passengers from platforms to the EMFC.
6. The EMFC shall be equipped with necessary emergency/ life saving medical infrastructure facilities and equipment such as ECG, defibrillator facilities resuscitation facilities, nebulizer etc and adequate quantity of life saving drugs, oxygen etc and emergency medicines to meet the immediate needs of passengers before shifting them to a hospital for further care.
7. The party shall its Doctors and para-medicos for assisting in providing immediate relief to support the Railway's **SPART** team, in case of any unforeseen event / accident occurring in West Central Railway's network.
8. The party may conduct CSR activities like organizing health camps, disaster management exercise, basic life support related training and educational activities etc at regular intervals in close coordination with Railway Medical and Commercial authorities.
9. The party may display health related messages and slogans inside the Centre to educate and sensitize the passengers who visit the centre.

#### **D. Other Conditions:**

1. The party/ hospital shall in no way canvas/ promote their hospital or display advertisements/ sponsored/ third party logos, etc at EMFC.
2. Railway shall be indemnified of all claims/ dispute arising on account of the usage of the service or the EMFC by the passengers, in regards any type of loss occurring to passengers, its own staff, Railway property etc during the course of operating the EMFC. Railways will not be responsible in any way for any outcome arising out of the medical attention provided at the Centre.
3. No investment except mentioned in Para B above, shall be made by Railways.
4. No commercial activity shall be permissible in EMFC and all services shall be pro-bono. Any violation shall attract immediate termination.
5. All taxes (Central, State and Municipal), as applicable, shall be borne by the party

#### **E. Terms and Conditions of MOU:**

1. The interested parties/ organization may visit the nominated stations for Identifying and suggesting prospective locations/ site of setting up of EMFC. For this purpose, Station Directors or his authorized representative shall associate on Railway's behalf. Party may like to suggest the proposed layout/ design, placement of

*17/5/2018*



- equipment, furniture, tables etc., for its optimum utilization of identified of identified space along with their proposal. However it is explicitly clarified that final identification of site/ location shall be the sole prerogative of Railway.
2. The MOU may be terminated by either party by giving two month notice and the hospital will be permitted to take back any equipment installed by them on termination there upon. No financials or other claims shall be entertained anywhere including courts by any party on account of termination of MOU by either party.
  3. Successful interested party submitting EOI will have to execute a Memorandum of Understanding (MOU) between Railway and the hospital/ organization to be executed and signed by Railway and Licensee hospital for a period of five (05) years prior to commencement of work of setting up of the EMFC
  4. Railway reserves the right to alter/ modify/ amend/ cancel or reject any or all proposals submitted in response to EOI at any stage assigning any reason whatsoever.
  5. Any dispute arising out this contract will be settled by Divisional Railway Manager, WCR, Kota whose decision will be final and binding on both the parties.

**F. Eligibility/ credentials of the Applicants:**

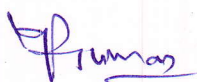
1. Applica should be a Company, LLP, Partnership firm Trust or Co-operative who is accredited with National Accreditation Board for Hospital & Healthcare Providers (NABH). Copy of the accreditation certificate should be provided along with the proposal.
2. Audited P&L Account and Balance-sheet for last three completed Financial Years i.e. FY 2016-2017 & FY 2017-2018 and FY 2018-2019
3. Turn-over of applicant from various activities, duly certified by Chartered Accountant for each last three financial years should be provided to establish its credential for undertaking this work.
4. Power of Attorney (in original) on behalf of hospital/ organization in favour of signatory of participating in EOI in case applying on behalf of Company, LLP, Partnership firm, Trust or Co-operative should be provided.
5. Copy of PAN Card in case of Company, LLP, Partnership firm, Trust, Co-operative and Aadhaar Card of the applicant having the Power of Attorney in sign thereof
6. **Name and fall address of the hospital and its approximate distance operated** by the applicant which is nearest to the stations of KOTA, GANGAPUR CITY, BAYANA, BHARATPUR, SAWAI MADHOPUR, SHAMGARH, BUNDI AND BARAN Address proof of the registered office.

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## Annexure "A"

SN	Items for Medical Box	Quantity
1	Set of six wooden polymer extensible splints (St. John Ambulance type)	1 Set
2	Sterile adhesive strip dressing (standard size)	20 Nos.
3	Rubber tourniquet	05 Nos.
4	Roller bandages (130 cm x4 Mtr) gauze	10 Nos.
5	Triangular bandages (130 cm x 90 cm x 90 cm)	04 Nos.
6	Antiseptic cream 25 gms.	05 tubes
7	Injury card	01 No.
8	Safety pin set of 10	02 set
9	Cotton wool 100 gms	01 packet
10	Sterilized Absorbent Gauze Pad (7.5 x 75)	15
11	Sterilized Absorbent Cotton Wool 25 gsm)	10
12	Adhesive Plaster (2.5 x 45 meters)	02
13	Splints. Wooden/ polymer set of 6	01 set
14	Scissors Dressing	01
15	Rubber 1 Tourniquet	01
16	Oral Airway ( Guedel Oro-Pharyngeal) size: 0,2,4,6	02 each size
17	Tab. Paracetamol 500 mg	50 tabs in strips
18	Tab. Pantoprazole 40 mg	30 tabs in strips
19	Tab. Dicyclomine Hcl	30 tabs in strips
20	Tab. Antacid	30 tabs in strips
21	Tab. Diazepam 5 mg	30 tabs in strips
22	Tab. Ibuprofen (400 mg)/ Diclofenace sodium (50 mg.)	20 Nos.
23	Tab. Domeperidone (dispersible tablet) 10 mg	20 Nos.
24	Tab Levocetrazine 5 mg	20 tablets
25	Tab. Isosorbide dinitrate (sub-lingual)	30 tabs in strips
26	Savlon-100 ml	02 Nos.
27	Antiseptic Spray Dressing	02 Nos.
28	Oral Rehydration Powder	20 pacs
29	Normal Saline Plastic bottle 500 ml	05 Nos.
30	Saline Ampoules 5 ml	10 Nos.
31	Disposable IV set	05 Nos.
32	Disposable Syringes 2 CC. 5 CC, 10 CC	05 Nos of each
33	Needles size 20	10 Nos.
34	Needles size 24	10 Nos.
35	First Aid Box Card for accountal	02 Nos.
36	Injection Pheniramine Maleate 25 mg	10 amps.
37	Injection Ranitidine	10 amps.
38	Injection Deriphylline	02 amps.





SN	Items for Medical Box	Quantity
39	Injection Diazepam	05 amps.
40	Injection Drotaverine	05 amps.
41	Injection Frusemide	05 amps.
42	Injection Hydrocortisone 100 mg	05vails
42	Injection Atropine 01 ml	05 amps.
44	Injection 25% Dextrose	05 amps.
45	Injection Ondansetron 4 mg	05 amps.
46	Injection Diclofenace Sodium (1ml/75 mg)	05 amps.
47	Disposable Spirit Swabs	20 Nos.
48	Injection Paracetamol (Plastic bottle)	02 amps.
49	Disposable Sterile Gloves 7.5"	10 No.
50	B.P. Apparatus (aneroid type)	01 No
51	Adult cuff	01 No
52	Peadiatric cuff	01 No.
53	Stethoscope	01 No.
54	Tab. Amlodipine (5 mg.)	10 Nos.
55	Salbutamol metered dose inhaler	02 Nos
56	Tab Non-enteric coated Aspirin 300-350 mg	10 Tab.
57	AFD with 4 pads	01 No
58	Newborn Delivery kit	02 Nos
59	Hard Cervical Collar	02 Nos.
60	Injection Adrenaline 1:1000	10 Nos
61	Portable Oxygen Cylinder aluminum "AA" type reusable with accessories	02 Nos
62	Flowmeter	02 Nos
63	Oxygen face mask with tubings	04 Nos
64	Povidon Iodine lotioe 100 ml	01 bottle
65	Suction pump-foot/ hand operated (portable)	01 No.
66	Sanction Catheter	
	12"	10 Nos.
	14"	10 Nos.
67	Band Aid Strips Wash Proof (1.9x7.2cms)	20Nos.
68	Surgi Pad 7.5 cms x 20 cms	10 Nos.
69	Anti-Inflammatory spray	01 No
70	Antiseptic spray dressing	01 No.
71	Pencil torch with batteries	01 No
72	Xylometazoline nasal drop (0.1%)	01 vial
73	Intravenous Cannula 20" 24"	05 each
74	Laryngoscope with set of 3 different sine blades with batteries	01 no.
75	Diclofenac Syrup	01 vial

*Signature*



SN	Items for Medical Box	Quantity
76	.Anti-Spasmodic Syrup	01 vial
77	Anti-Spasmodic drop	01 vial
78	Syp Paracetamol	05 Nos.
79	Syp Domperidone	05 Nos.
80	Syp Pheniramine	05 Nos.
81	Ambu Bag Adult and child with mask	01 No each
82	Endotracheal Tube disposable (sizes 3, 4, 5, 6, 7 mm)	02 no of each size
83	Curved Artery Forceps 6"	01 No
84	Scissor Surgical Mayos 6"	01 No
85	Needle holder medium size straight	01 No
86	Toothed dissecting forceps medium size	01 No
87	Chromic eatgut 1-0 with cutting needle	02 No
88	Silk sutures 1-0 with cutting needle	02 No
89	Injection 2 % Xylocaine	02 vials
90	Digital Thermometer	01 No

Note: All contents of medical box to be kept in a customized box and periodically checked for expiry and replacement as and when required.

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**DRAFT AGREEMENT**

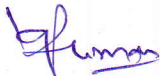
**FOR OPERATION OF EMERGENCY MEDICAL SERVICE AT KOTA RAILWAY STATION, WCR:**

Between the West Central Railway, having its Divisional office at KOTA and represented by chief Medical Superintendent, KOTA, WCR, herein afterwards called the "Railway Administration" (Which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative and assigns) of the one part and **DIVISION RAILWAY HOSPITAL KOTA**, represented by Medical Superintendent/Administrator of the other part herein after called the Emergency Medical Service Provider" which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the License)

WHEREAS the authority its entitles in "Law to grant License at its **KOTA** Railway Station for the purpose of Operation of Emergency Medical Room so as to provide amenities and facilities to the passengers and visitors at stations and is in possession of space, more fully described in the schedule here under and in the plan annexed to this agreement, herein after referred to as the Premises.

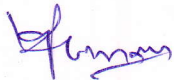
WHEREAS the Emergency Medical Service Provider i.e. **DIVISION RAILWAY HOSPITAL KOTA** is desirous to render the services to the Railway Administration on the terms and conditions mentioned hereunder:

1. That the license for the said facility shall be valid for the period of 05 (Five) years from ..... unless terminated earlier on account of following:
  - a. By giving 60 day notice in writing from either side without assigning any reason.
  - b. Terminated by railway Administration on a short notice or account of unsatisfactory performance.
  - c. Termination on expiry of the specified time period allotted for unresolved internal dispute.
2. Emergency Medical Service, provider shall pay the authority every quarter in advance by way of quarterly license fee of **Rs.2500 /- (Rupees Two Thousand Five Hundred Only)** on or before 15<sup>th</sup> day of English Calendar month preceding the quarter to which it relates.
3. That the Emergency Medical Service Provider shall pay .... Assessments, outgoings and other taxes including Service Tax as livable on the License in Laws.





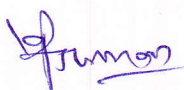
4. That the Emergency Medical Service Provider shall make payment of License fee etc. by Demand Draft/ Pay Order drawn on local banks drawn in favor of "Sr.DFM, KOTA DIVISION WEST CENTRAL RAILWAY, KOTA".
5. That in the event of failure to pay the license fee and other charges by due dates, simple interest @ 12% P.A be payable, as per West Central Railway credit policy, on all delayed payments without prejudice to the Railway Administration's other rights and remedies.
6. EMD which will be converted into Security Deposit Rs.01 lakh in the form of FDR/BG in the name of Sr.DFM, KOTA DIVISION WEST CENTRAL RAILWAY, KOTA The Railway administration may without prejudice to other rights and remedies are entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional, sum immediately as he may be called upon by the Railway Administration to pay, so that the Security Deposit shall at all times during the continuance of this presents, be for the same amount. On the expiration or earlier determination of the License by valid notice as prescribed in Agreement, The Administration shall return the Security Deposit or part thereof which has not been --- as aforesaid, to him without any interest.
7. The primary aim of Emergency Medical Room at the Railway station is to provide "First Aid Medical Assistance" **free of Cost to the bonafide railway passengers** who have been **injured due to falling from main/ run over cases/ etc. during the course of their train journey.**
8. The Emergency Service Provider shall provide Emergency Medical Services **round the clock** in the Emergency Medical Room at the Railway station, for which **one Doctor** with minimum qualification of MBBS and **two trained Paramedical staff** shall be made available by the Emergency Service provider.
9. The License shall arrange to assist the station authorities to bring the victim from site to EMR, as per requirement.
10. Railway Administration shall provide the space for Emergency Medical Room. Electricity and water shall be provided by the Railway Administration free of cost. The Emergency Service Provider shall not have any claim on the Railway property/premises what so ever.
11. However, the arrangement for stretcher, wheelchair, reclining bed, stools, necessary medical kit and other requisite medicine/injections (As per Annexure-I) shall be made available by the Emergency Service Provider with whom the contract is entered into.
12. The concerned on duty Railway station in charge shall organize immediate shifting of the bonafide injured passenger from the site of the accident to Emergency Medical Room with the





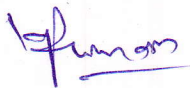
assistance from Emergency Service Provider. **The bonafide injured railway passenger shall be attended on top priority by the Doctor on duty**, who shall render the requisite medical emergency treatment in a professional manner and arrange to shift the bonafide injured railway passenger to the nearest Govt./Civil or Pvt. Hospital/Trauma centre having the requisite facilities for further treatment if there is no Govt. Hospital nearby, only then the patient has to be shifted to the Pvt. Hospital.

13. Doctor on duty shall make arrangement for shifting the injured person to the Govt./Civil Hospital or Trauma Centre where all Medical facilities, viz. Operation Theatre, Anesthetists, Physician, Surgeon, Orthopedist, trained Paramedical staff, ICU, CITI Scan, MRI etc are available for further medical treatment to save the valuable life. Arrangements of ambulance shall be endured by the Emergency Service Provider, using the services of 108 Ambulance service or any other means with trained Doctors who can give basic lift support to the injured bonafide Railway passenger till he/ she is reached to the nearest Hospital/Trauma Centre. A list of such close by Hospitals/Trauma Centre along with telephone numbers shall be made available at these Medical Emergency Rooms by Emergency Medical Service Provider. The Emergency Service Provider is responsible for the safe keep/preservation of the severed limb etc, if any and shall arrange to send it along with the injured to the Govt./Civil Hospital, duly preserved and packed as required for further medical treatment.
14. Emergency Service Provider shall do all the above emergency medical treatment/ First Aid required to save the life of the bonafide injured railway passengers/commuters within the golden hours of accident **Free of cost**. i.e. Emergency Service Providers shall not charge anything towards the medical attention and cost of medicine/injections, etc. provided to the bonafide injured railway passengers/commuters requiring such medical aid arising out of falling from train/ run over cases etc.
15. The onus of mis-management or any medico legal aspect shall lie with the licensee.
16. The Licenses shall stock all essential medicines which could be required in case of emergency/ trauma care as recommended by the expert committee of AIIMS (Annexure - I ).
17. The licensee shall make all arrangement for safe keep of the severed limb and shall arrange to send it along with the injured to the hospital in safe preserved manner as required under medical practice i.e. with ice packs etc.



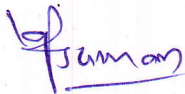


18. The Emergency Service Provider is permitted to set up a small PHARMACY in the Emergency Medical Room (EMR) for **sale of medicines at the prescribed rates to the other bonafide railway passenger/commuters.** The medicines/injections etc. required for the treatment of the **bonafide injured railway passengers shall be provided free of cost only.**
19. The Emergency service Provider, when not attending to the bonafide injured railway passenger, may extend **private consultancy to the other bonafide railway passengers/commuters, who may like to avail the facility, on payment of the consultation fees as deemed appropriate by the Emergency Service Provider but not more than CGHS rates.** The rates for such services shall be prominently displayed inside the EMR. However, top priority should be given to the emergency treatment to the bonafide injured railway passenger when he/she is brought into the Emergency Medical Room for Emergency Treatment .
20. The Licensee shall maintain such regular and proper account books, alongwith other supporting documents regarding sales effected by the licensee in the said premise and said accounts/ documents shall all times be kept open for inspection by the Railway Administration in such manner as may be prescribed. The licensee shall send a report of cases of injury/death of Railway accidents and other attended by the License on quarterly basis to Chief Medical Superintendent Kota.
21. West Central Railway Administration shall allow the Emergency Medical Service Provider to advertise the services of nearest and concerned hospitals by displaying their name board as per West Central Railway specifications at strategic locations depicting "MEDICAL FACILITY PROVIDED BY **DIVISION RAILWAY HOSPITAL KOTA IN THE NAME IN ASSOCIATION WITH WEST CENTRAL RAILWAY**". It may be noted that the goodwill accrued from the advertisement may also help to enhance/promote the business of the hospital in the long run.
22. The Emergency Service Provider is only a licensee of the Emergency Medical Room and he/she shall have no claim/right to the railway property. He/she shall not utilize the space for any other purpose or for carrying out any other activity other than what has been agreed to as per the Contract and License Agreement.
23. The Licensee shall not erect or display any advertisement of signboard except after obtaining the prior approval in writing form Railway Administration.
24. All times during the currency of the Agreement it shall be the responsibility of the License to obtain fire insurance coverage including theft and burglary in respect of all the movable and





- immovable assets stored for use in the premises and Railway Administration shall not be responsible for any loss or damage caused to the Licensee on any account whatsoever.
25. The Emergency Service Provider should endure that the disposal of Bio-Medical wastes is done through nearest Hospital as per BMW Guidelines.
  26. That the Emergency Medical Service provider shall equip him with all necessary permits License and such other permissions also may be required under the law in force at any time with regard to the operation of the subject license.
  27. That the Emergency Medical Service provider shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the license in the said premises and said accounts/documents shall all the times be kept open for the inspection by Authority in such manner as may be prescribed.
  28. That Railway Administration shall provide bare a room with water supply and electricity connections for the subject and other expenses of any kind for establishment and rendering of the services shall be incurred by the Emergency Medical Service provider.
  29. All the times during the currency of the agreement, it shall be the responsibility of the Emergency Medical Service provider to obtain proper fire insurance coverage including theft and burglary in respect of all the movable and immovable assets stored or used in the premise and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.
  30. That the Railway Administration reserves to itself the right to change the location of the premise at any time and may at its discretion to call upon the Emergency Medical Service provider to vacate the site and may give him an alternative premise for the purpose of this license. In such a case, the licensee shall be bound to vacate the entire premises immediately and accept the saved alternate premises, expenditure on such shifting shall be borne by him and the license shall not be entitled to claim any compensation.
  31. The emergency Medical Service provider shall use the premises for the bonafide purpose as provided in the Agreement, more particularly described in the enclosed schedule, for the use of all staff, passengers and bonafide visitors to the **KOTA** Railway station and for no other purpose.
  32. The Emergency Medical Service provider shall not erect, or display any advertisement or signboard except after obtaining the prior approval in writing of the authority.
  33. The Emergency Medical Service provider shall not terminate license before the expiry of the period of the license except by giving 60 days notice in writing, otherwise the license shall be liable to pay to the authority (without any demur or question) such amount of money as the authority may decide as due to it by the licensee. The license can be terminated by the authority by giving 60 days notice in writing assigning any reason thereto.





34. In the event of any default, failure, negligence or breach, in the opinion of the authority on the part of the Emergency Medical Service provider in complying with all or any of the Conditions of the license agreement, The Authority will be entitled and be at liberty to determine the license forthwith and resume possession of the premises without payment of any compensation of damages and also forfeit in full or in part the amount deposited by the license for due performance of Agreement.
35. The Licensee, his servants and agents shall be entitled to use all ways, Paths and passages as may from time to time be maintained on the said station subject to such rules and regulations as may be imposed by the lawful authorities.
36. The licensee paying the license fee and performing the covenants herein contained and on his part to be performed shall and may peacefully possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said term without any lawful interruption form or by the Railway Administration or any person claiming under the authority.
37. Any notice required to be served on the licensee under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or his authorized representative or agent, similarly, any notice to be given to the Railway Administration under this Agreement shall be deemed to have been served if delivered at sent by Registered post to the Railway Administrant Should invariably acknowledge the notice. The period of notice given under this Agreement will count form the date of receipt of notice by either side.
38. The Licensee shall not, unless with the written consent of the Railway Administration create a sub - contract of any description with regard to this license or part thereof, nor shall be without such written consent a aforesaid, assign or transfer his License or any part thereof.
39. The Licensee shall use the premises only for the purpose indicated in this Agreement and for on other purpose whatsoever.
40. The Licensee, his agents and servants shall observe, perform and comply with all rules and regulation of the shop and Establishment Act, Factories Act, Industrial Disputes law & the provisions of any statutory law applicable to the Licensee in force from time to time and to the business which the licensee is allowed to carryon under this Agreement and to the Area in which the said premises are located.
41. The Licensee shall indemnify the authority form/against any claims made or damages suffered by the authority by reason of and default on the part of the licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this agreement and to the area on which the premises are located.
42. The authority shall not be responsible in any way for loss or damage by any means causes to the licensee stock or property.
43. The licensee shall at his own cost maintain the premises in a proper state of clean lines and abide by such directions as may be given by the authority and such other departments as may be

*Signature*



entrusted by the rules and regulation with the works of inspections and enforcement about the conditions of sanitation, cleanliness and hygiene. If the premises is not maintained in reasonably, clean condition by the licensee, Authority shall have powers to get the premises cleaned at the risk & cost of the licensee and recover liquidated damages at the rate of Rs.500/- per day for each default up to 07 days and thereafter Rs.1000/- per day can take other actions including termination of the license.

44. The licensee shall employ only such servants as shall have good character and as well behaved and skilful in their business. He shall furnish the authority in writing with the names, parentage, age, residence and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the authority shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the authority and shall. confirm to such directions as may be issued by the authority in respect to points or routes of entry to and exit from the premises and in respect to the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the police to the satisfaction of the authority, before the employment.
45. The Railway Administration, its servants and agents shall at all times have the absolute right of entry into the said premises.
46. In the event of any default, failure, negligence or breach, in the opinion of the Railway Administration on the part of the licensee in complying with all or any of the condition of the license agreement Railway Administration will be entitled and be at liberty to impose suitable penalty and or determine the license forthwith and resume possession of the premises without payment of any compensation or damages and also forfeit in full the amount deposited by the licensee for due performance of Agreement.
47. The licensee shall indemnify the Railway Administration against any claim made or damages suffered by the Administration by reason of any default on the part of Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of this Agreement and to the area in which premises are located.

#### 48. ARBITRATION CLAUSE.

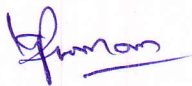
- A. In the event of any questions, dispute or difference arising under these conditions of or in connection with the contract (except as to any matters the decision of which especially provided





for these conditions) the same shall be referred to sole Arbitrator. A Railway office to be appointed as the Arbitrator by the General Manager, West Central Railway. The office to be appointed as Arbitrator, however, will not be one of those who in the course of duty as a Railway Servant has expressed views on all or any of the others matters under dispute or difference. The Award of the arbitrator shall be final and binding on the parties of this contract.

- B. In the event of arbitrator denying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority to appoint the another arbitrator in place of the outgoing arbitrator in the matter aforesaid.
  - C. It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator.
  - D. The cost of arbitrator shall be borne by the respective party. The cost of arbitration shall inter-alia include fee of the arbitrator as per the rate fixed by the Railway Administration from time to time.
  - E. Where the award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date.
  - F. Subject as aforesaid, the Arbitrator Act, 1996 and the rules there under and any statutory modifications there of shall apply to the Arbitration proceedings under this clause.
  - G. The venue of Arbitration shall be the place from which the acceptance letter is issued/ the contract agreement is signed or such other places as the Arbitrator at his discretion may determine.
49. The policy Guideline of Ministry of Railway on the Subject if any in future , shall be applicable.
50. All employees engaged by MSP shall be provided with uniform & issued identity cards bearing their name and countersigned by the station Director, JBP
52. All employees engaged by City Hospital, Kota will be paid salary/remuneration, if any by City Hospital. Railway will have no financial liabilities what so ever, regarding this.
53. EMSP Shall Maintain a battery operated cart for ferrying sick, infirm physically challenged at Kota station .
54. EMSP shall display health related messages inside the centre to educate the passengers.
55. EMSP shall submit a monthly statement of passengers attended at the centre to station Director & ACMS /Admn./Kota Division.





56. Railway shall not be responsible for any outcome arising due to medical aid provided at the centre.
61. Railway shall be indemnified of any claims/dispute arising on account of the usage of the services at the centre by the passengers.
62. Any dispute arising out of the MoU shall be settled by DRM/KOTA Division and his decision will be final & both parties shall abide by the said decision.
63. Any bonafide passenger who is attended on the train for any emergency should be provided medical care as per Railway Board Guidelines. The receipt of the consultation fee shall be issued by the TTE onboard in the form of EFT. The cost of medicines may be charged on actual basis by the EMSP.
64. **Fees as per extant CGHS rates may be charged with receipt**, in case of consultation by bonafide passengers for ailment which is not for an emergency.
65. Bonafide passengers requiring advanced medical care should be shifted to the nearest hospital by ambulance provided by the EMSP.
66. Railway beneficiaries may be shifted to causality, DIVISION RAILWAY HOSPITAL KOTA / Private empanelled hospital at Kota in consultation with causality/DIVISION RAILWAY HOSPITAL KOTA for issue of referral letter.
67. In case of any assistance/clarification/information required from medical department of Kota Division- On duty Doctor in the casualty of Central Hospital, WCR may be contacted (Phone No. Rly & P&T 0744- 2467150).
68. Nodal Officer from Medical Department, Kota Division will be Dr. Kamal P Suman DMO/KOTA & Dr. Satyaveer Singh DMO/GGC in KOTA Division WCR for co-ordination & monitoring.
69. In infrastructure, facilities & services provided to passengers by MSP will be evaluated annually by a committee of JAG and above officers of Commercial, Engineering & Medical Departments and approval of ADRM (C&S) for continuation of contract.
70. EMSP is allowed to notification display of availability of Emergency Medical Services on every Platform regarding vide publicity for users, so that maximum passengers get benefit for the services.





However No commercial advertisement should be displayed in favor of EMSP on this notification display.

71. The place provided by the Railway should not be used for any unlawful activities.

72. All the latest Term & conditions and guidelines issued by the Railway Board in this regard will be followed scrupulously.

73. In case any bonafide passenger/any other passenger injured at Railway station premises is refused to attend by EMSP provision for suitable penalty/claims as applicable shall be borne by the EMSP.

Date :

Authorised signatory for

City Hospital & Research Centre Pvt. Ltd.

*dy.*  
CMS/ Kota.  
20/12/12.

*Refman*