



B R SINGH HOSPITAL  
EASTERN RLY./SEALDAH

## EOI ( EXPRESSION OF INTEREST)

Sub: EOI ( Expression of Interest) towards entering into tie-up with CGHS empanelled private hospitals for treatment of Railway Beneficiaries of B.R.Singh Hospital , Eastern Railway, Sealdah through MoU ( Memorandum of Understanding ) on Bill Payment system.

\*\*\*\*\*

B.R.Singh Hospital/Eastern Railway/Sealdah is a 465 bedded super specialty Hospital.

Medical Director of B.R.Singh Hospital/Eastern Railway/Sealdah invites “ Expression of Interest (EOI)” from all the willing CGHS empanelled private hospitals located in Kolkata for entering into tie-up for railway patients of B.R.Singh Hospital , E.Rly./Sealdah.

For EOI , the Document & Format is to be collected from the office of the Medical Director/Eastern Railway/Sealdah or the same may also be downloaded from website “ [www.er.indianrailways.gov.in](http://www.er.indianrailways.gov.in)”.

The responses on the prescribed format may be submitted to the office of the Medical Director, B.R.Singh Hospital/Eastern Railway/Sealdah on and before 10.03.16.

For any further clarification the Medical Director , B.R.Singh Hospital, Eastern Railway, Sealdah may be contacted ( E-mail.ID- [md\\_brsh@rediffmail.com](mailto:md_brsh@rediffmail.com) ph.no.033-23502882)

(Dr. A.Das Choudhurai)  
Medical Director  
BRSH/SDAH

Sub: EOI ( Expression of Interest) towards entering into tie-up with CGHS empanelled private hospitals for treatment of Railway Beneficiaries of B.R.Singh Hospital , Eastern Railway, Sealdah through MoU ( Memorandum of Understanding ) on Bill Payment system.

Reference above this office proposes for floating EOI for various treatments and surgery under CGHS empanelled hospital for Rly. beneficiaries of E. Rly. The EOI is furnished below:

**EXPRESSION OF INTEREST  
FROM CGHS EMPANELLED PRIVATE HOSPITALS FOR TIE-UP FOR  
TREATMENT/PROCEDURE FOR RLY. BENEFICIARIES OF B.R.SINGH HOSPITAL  
INCLUDING SEALDAH DIVISION/EASTERN RAILWAY.**

Medical Director/B. R. Singh Hospital, Eastern Railway, Sealdah, Kolkata, for and on behalf of the President of India, calls for Enquiry inviting, the “**Expression of Interest**” from CGHS empanelled private centers for Treatment/ Investigations of beneficiaries of B.R.Singh Hospital of E.Rly. as under:-

- 1) **Scope of Enquiry:**  
Invitation of EOI from CGHS empanelled hospital for the purpose of “Tie-up for Cardiology, Neurology, Oncology, Ophthalmology, Gastroenterology & Nephrology other emergency condition procedure both treatment and investigations of Rly. Beneficiaries of E.Rly” at **CGHS rates at Kolkata for B.R.Singh Hospital, Sealdah.**
- 2) **Infrastructure to be provided by CGHS Empanelled Hospital:**  
“Tie-up for Cardiology, Neurology, Oncology, Ophthalmology, Gastrology & Nephrology both treatment and surgery for Rly. Beneficiaries of E.Rly, including MANPOWER/TECHNICIAN, MACHINERY & PLANTS, FURNITURE, ESTABLISHMENT PROCEDURES.
- 3) **Payment Terms:**  
The payment for the above will be paid by billing system through EFT as per **prevalent CGHS rates.**
- 4) **Interested Institutions should submit the following documents:**
  - a) Investors proposed terms & conditions clearly bringing out Investor’s & Railway’s roles & responsibilities.  
Details of the CGHS empanelment including validity period.
  - b) Technical Competence of the Hospital.
  - c) Details of key persons and other human resources to carry out the assignment.
  - d) Details about financial turnovers for last three years & financial health of the Hospital.
  - e) Unless emergency treatment/procedures one will be performed on basis of authorization letter from MD/CMS.
  - f) The agreement will remain in force for a period of 2 years or till it is modified or revoked.
  - g) They have to abide by other terms and condition of agreement which can be collected from office of MD/BRSH.

The EOI with complete details must reach in the Office of Medical Director, B. R. Singh Hospital, Sealdah, Eastern Railway, Kolkata- 700014 within 4.00 pm (IST) within 07 days from the date of publication of this advertisement. The proposal is to be submitted in a sealed envelope super scribed as “EOI FROM CGHS EMPANELLE PRIVATE PARTNERS FOR TIE-UP FOR Cardiology, Neurology, Oncology, Ophthalmology, Gastroenterology & Nephrology both treatments and investigations “FOR RLY. BENEFICIARIES OF B.R.SINGH HOSPITAL INCLUDING SEALDAH DIVISION/EASTERN RAILWAY.

Medical Director  
BRSH/SDAH

## Terms & Conditions

- 1) Should be a CGHS empanelled hospital and investigation centres located in Kolkata.
- 2) Should provide medical care in identified specialities (Annexure A) round the clock (24x7).
- 3) Provision of early registration, examination & admission for Railway patients referred by Medical Director, Eastern Railway/Kolkata.
- 4) For emergency cases, admission is to be done immediately.
- 5) Adequate medical attention is to be provided for serious patients, if required.
- 6) The hospital (s) recognized should display prominently in the website/notice boards etc. including specialties for which they are recognized for tie-up with Sealdah Division Railway so that Railway beneficiaries are well aware of the availability of such hospitals for referral.
- 7) The Railway beneficiaries may be referred to a particular CGHS empanelled hospitals as per his/her preference/choice.
- 8) All those CGHS empanelled who apply for in response to this EOI will be empanelled after scrutiny.
- 9) The rates to be charged by the CGHS empanelled hospitals should be as per CGHS prescribed rates based on the classification of the Hospitals NABH/ Non NABH . Those items/ procedure which are not covered under CGHS Rate List, the Hospital should offer some discounts for the same on their Hospital rates. The lowest rates quoted by hospitals will be applicable to all empanelled hospitals. The details about the tie-up rates are mentioned in Annexure "C"
- 10) The tie up arrangement will be for a period of two years or till it is empanelled under CGHS, whichever is earlier. If CGHS empanelment is cancelled during tie up period, the Hospital authorities should intimate Medical Director, Eastern Railway, Sealdah.
- 11) Bills should be sent in triplicate with original referral letter to Medical Director, Eastern Railway, Sealdah.
  - . Photocopy of Medical Identity card / RELHS Card of Railway beneficiaries, discharge summary, reports of investigations, original packets/bill of implants, documents showing visits of doctors, RBS, ECG done etc, summary of bill on monthly basis should also be enclosed.. Any extra procedures, need special permission, such original permission letters of Medical Director, Eastern Railway, Sealdah. should be attached to bill.
- 12) Bank details will also be required for necessary transfer of bill amount electronically to the account of tie up hospital.
- 13) That the draft agreement is also available with this document and the same will be implemented in future.

ANNEXURE –A

LIST OF IDENTIFIED AND NOMINATED SPECIALTIES REQUIRED FOR TIE UP

HOSPITALS :

Tie-up for Cardiology, Neurology, Oncology, Ophthalmology, Gastroenterology & Nephrology other emergency condition procedure both treatment and investigations of Rly. Beneficiaries of E.Rly” at **CGHS rates at Kolkata for B.R.Singh Hospital, Sealdah.**

[Type text]

ANNEXURE –B

PRESCRIBED FORMAT APPLICATION  
FOR  
EXPRESSION OF INTEREST (EOI) FOR ENTERING INTO TIE UP WITH  
CGHS EMPANELLED HOSPITALS IN KOLKATA FOR  
THE PATIENT OF B.R. SINGH HOSPITAL/SEALDAH

\*\*\*

1. NAME OF THE HOSPITAL/ ADDRESS/TELEPHONE NUMBER/E  
MAIL ID -----  
-----  
-----  
-----
  
2. EXPERIENCES OF WORKING IN THE MOU FORMAT IN PRIVATE  
SECTOR/GOVT. SECTOR/ATTACH DETAILS. -----  
-----  
-----
  
3. WE AGREE TO PROVIDE SERVICES AT CGHS/(NON-NABH/NABH) RATES  
AS PER APPLICABLE TO KOLKATA-2014-----  
-----
  
4. WE AGREE TO PROVIDE THE SERVICES TO THE RAILWAY  
BENEFICIARIES IN FOLLOWING DISCIPLINES (REF : ANNEXURE A OF  
EOI) -----  
-----  
-----  
-----
  
5. FOR THOSE SERVICES/INVESTIGATIONS/TREATMENT MODALITIES,  
WHICH ARE NOT LISTED IN THE CGHS RATE, OUR HOSPITAL WILL  
PROVIDE THE  
SERVICES ON HOSPITAL RATES -----% DISCOUNT, LIST OF WHICH  
ARE ENCLOSED -----  
-----  
-----  
-----
  
6. WE ALSO AGREE TO PROVIDE SERVICES ON BILL SYSTEM OF  
PAYMENT -----  
-----  
-----

[Type text]

7. OUR HOSPITAL OFFERS TO PROVIDE FREE AMBULANCE SERVICES (TYPE OF AMBULANCE) FOR ALL REFERRAL PATIENTS TO AND FRO AT KOLKATA -----

-

-----

-----

-----

8. WE HEREBY ENCLOSE A LIST OF THE FACILITIES, WHICH ARE AVAILABLE WITH OUR HOSPITAL AS PER ANNEXURE

-----

-----

-----

9. WE ENCLOSE THE IN HOUSE HUMAN RESOURCES/SPECIALISATIONS, WHICH ARE AVAILABLE WITH OUR HOSPITAL AS PER ANNEXURE. THE INFRASTRUCTURAL FACILITIES OF OUR HOSPITAL IS ALSO ENCLOSED AS PER ANNEXURE

10. WE ENCLOSE A COMPLETE TARIFF CHART OF OUR HOSPITAL COMPARING WITH CGHS RATES AS PER ANNEXURE

11. OUR HOSPITAL HAS BEEN RECOGNISED FOR TREATMENT OF THE FOLLOWING GOVT. ORGANISATION/SEMI-GOVT. ORGANISATION/ PRIVATE ORGANISATION AS PER ANNEXURE\_

12. WE HOPE OUR ORGANISATION WILL BE CONSIDERED FOR TIE-UP WITH B,R,SINGH HOSPITAL/KOLKATA FOR PROVIDING SERVICES TO THE RAILWAY BENEFICIARIES.

All documents are to be signed and stamped by the Authorized signatory on all pages.

SIGNATURE  
AUTHORIZED SIGNATORY  
(NAME- )

ADDRESS -----

-----

PHONE NUMBER-----

E MAIL ID-----

SEAL/STAMP

[Type text]

ANNEXURE –C

PROFORMA FOR QUOTATION OF RATES WITH CGHS EMPANELLED HOSPITALS/EASTERN RAILWAY, B.R.SINGH HOSPITAL,KOLKATA FOR EOI (Expression of Interest)

:

Sr.no.	Rate of items	Existing rate	Rate offered
1	For items covered under CGHS rate	CGHS rate KOLKATA – 2014 (NABH/Non NABH for hospitals)	
2	For items not covered under 1 as above	Existing hospital rates with discount (whichever is lower will be accepted for all)	

NOTE - For items under Sr. no. 2, the lowest rate quoted amongst empanelled hospitals will be applicable to all.

(Name and Signature with seal /rubber stamp)

ADDRESS -----

-----

PHONE NUMBER-----

E MAIL ID-----



## DETAILED TERMS & CONDITIONS

### 1. DEFINITIONS & INTERPRETATIONS

- 1.1 –The following terms and expressions shall have the following meanings for purposes of this tie up..
- 1.1.1 “Agreement” shall mean the Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this contract..
- 1.1.2 “Benefit” shall mean the extent or degree of service the beneficiaries are entitled to receive as per the rules on the subject.
- 1.1.3 “Railway Medical Card” shall mean the RMA Card issued by the Railway Authorities.
- 1.1.4 “RMA Card Holder” shall mean a person having a Railway Medical Card.
- 1.1.5 “Railway Beneficiary” shall mean a person who is eligible for coverage of Medical Services provided by Railways.
- 1.1.6 “Coverage” shall mean the types of persons to be eligible as the beneficiaries of the Railway health services, subject to the terms, conditions and limitations.
- 1.1.7 “Emergency” shall mean any condition or symptom resulting from any cause, arising suddenly and if not treated at the early convenience, be detrimental to the health of the patient or will jeopardize the life of the patient. “Empanelment” shall mean the hospitals, authorized by the Railway for treatment purposes for a particular period.
- 1.1.8 “Hospital” shall mean the tie up private hospital performing under the Agreement providing medical treatment and the healthcare of human beings.
- 1.1.9 “De-recognition of Hospital” shall mean debarring the hospital on account of adopting unethical practices or fraudulent means in providing medical treatment to or not following the good industry practices of the health care for the Railway beneficiaries after following certain procedure of inquiry.
- 1.1.10 “Party” shall mean either the Railway or the Hospital and “Parties” shall mean both the Railway and the Hospital.
- 1.1.11 “CGHS Package Rate” shall mean all inclusive - including lump sum cost of inpatient treatment/day-care/diagnostic procedure for which a Railway beneficiary permitted by the competent authority or for treatment under emergency has been from the time of admission to the time of discharge including (but not limited to) (i) Registration charges. (ii) Admission charges (iii) Accommodation charges including patients diet. (iv) Operation charges (v) Injection charges (vi) Dressing charges (vii)

Doctor/consultant visit charges (viii) ICU/ICCU charges. (ix) Monitoring charges.

(x) Transfusion charges and Blood processing charges (xi) Pre Anesthetic check up and Anesthesia charges. (xii) Operation theatre disposables and all sundries used during hospitalization. (xv) Cost of medicines and consumables (xvi) Related routine and essential investigations (xvii) Physiotherapy charges etc. (xviii) Nursing care charges etc.

Package rates also include two pre operative and two post operative consultations.

Cost of implants/stents/grants is reimbursable in addition to Package Rates as per CGHS ceiling rates or as per actual, whichever is lower.

In case of beneficiary demands a specific Brand of Stent/Implant and give his consent in writing, the difference in cost over and above the ceiling rate may be charged from the beneficiary, which is non-reimbursable / not payable by Railway.

During in-patient treatment of the Railway beneficiary, the hospital will not ask the beneficiary or his/her attendant to purchase separately the medicines/sundries/equipment or accessories from outside and will provide the treatment within the package rate, fixed by the CGHS which includes the cost of all the items. However, the following items are not admissible for reimbursement / payment.

- Toiletries
- Sanitary napkins
- Talcum powder
- Mouth fresheners
- Diet charges for patient attendant/s
- Telephone bills
- Any other item as decided by Railway

In cases of conservative treatment / where there is no CGHS package rate, calculation of admissible amount would be done item wise as per CGHS KOLKATA 2014 rate or as per hospital rates, whichever is less and if no CGHS rates then hospital rates (with discount as fixed).

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

- Up to 12 days for Specialized (Super Specialties) treatment Up to 7 days for other Major Surgeries
- Up to 3 days for Laparoscopic surgeries / Elective Angioplasty / Normal Delivery
- 1 day for day care / Minor (OPD) surgeries.

However, if the beneficiary has to stay in the hospital for his / her recovery for a period more than the period covered in package rates, in exceptional cases, supported by relevant medical records and certified as such by hospital, the additional bill amount may be allowed to the hospital, which shall be limited to accommodation charges as per entitlement investigations charges at approved rates, doctors visit charges (not more than 2 visits per day per visit by specialities / consultants) and cost of medicines for additional stay).

No additional charge on account of extended period of stay shall be allowed if that extension is due to infection on the consequences of surgical procedure / faulty investigation procedures etc.

The empanelled hospital cannot charge more than CGHS approved rates when a patient is admitted with valid Railway Medical Card with prior permission or under emergency. In case of any instance of overcharging the overcharged amount over and above CGHS rate (except inadmissible items and difference paid due to implant/stent of a specific brand chosen by the Railway beneficiary) shall be paid to the beneficiary and shall be recovered from the pending bills of the hospital.

If any empanelled hospital charges from Railway beneficiaries for any expenses incurred over and above the package rates vis-à-vis medicine consumables, sundry equipment and accessories etc. which are purchased from external sources, based on the 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.

Annexures –The applicable KOLKATA city - specific CGHS rates are attached as Annexure. They should be deemed to be an integrate part of this contract.

## 2. DURATION OF CONTRACT

The Contract shall remain in force for a period of 2 years or till it is modified or revoked, whichever is earlier. The contract may be extended for another year subject to fulfillment of all the terms and conditions of this contract and with mutual consent of both parties.

Notes –In case the hospital is derecognized by CGHS or the recognition is not extended for any reason then, unless and until specifically allowed by Railway, the Railway empanelment under this contract shall also be withdrawn.

## 3. CONDITIONS FOR PROVIDING

### TREATMENT/SERVICES A. GENERAL

#### CONDITONS

The hospitals shall be empanelled for identified specialties which are not available or not possible to be dealt in Railway Hospitals.

The Hospitals shall investigate/treat the Railway beneficiaries only for the condition for which the patient has been referred to them. No undue/unnecessary investigation shall be done by the hospital.

It is agreed that Railway beneficiaries shall be attended to on priority.

Railway has the right to monitor the treatment provided in the empanelled hospitals.

#### B. AUTHORIZATION LETTER FOR TREATMENT

The treatment/procedure shall be performed on the basis of the authorization letter issued by the MD.

#### C. INVESTIGATION PRIOR TO ADMISSION

All investigations regarding fitness for the surgery will be done prior to the admission for any elective procedure and are part of package.

#### D. ADDITIONAL PROCEDURE/INVESTIGATIONS

The hospital has been empanelled for treatment of the Railway beneficiaries. For any material/additional procedure/investigation other than the condition for which the authorization was initially given, would require the permission of the competent authority except under emergency.

#### E. PROCEDURE WHERE REFERRED CASE NEEDS TREATMENT IN A SPECIALTY (S) WHICH ARE NOT AVAILABLE IN THE HOSPITAL

The empanelled hospital shall not undertake treatment of referred cases in specialities which are not available in the hospital. But it will provide necessary treatment to stabilize the patient and transport the patient safely to the nearest Railway/Government/Empanelled Hospital under intimation to Railway Authorities. However, in such cases, the empanelled hospital will charge as per the CGHS rates only for the treatment provided.

#### F. CHANGES IN INFRASTRUCTURE/STAFF TO BE NOTIFIED TO RAILWAY

The Hospital shall immediately communicate to Railway Authorities about any change in the infrastructure / Shifting of premises. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of Railway. The new establishment of the same Hospital shall attract a fresh inspection, at the prescribed fee, for consideration of continuation of empanelment.

#### G. ANNUAL REPORT

The Hospital will submit an annual report regarding number of admitted Railway beneficiaries, bill submitted to the Railway and payment received. Annual audit report of the hospitals will also be submitted along with the statement. The Hospital shall submit all the medical records in digital format.

#### H. MEETINGS

Authorized signatory/representative of the empanelled health care organizations shall attend the periodic meetings held by Railway required in connection with improvement of working conditions and for redressal of grievances.

#### I. INSPECTIONS

During the visit by Railway officials, the empanelled health care organization's authorities will cooperate in carrying out the inspection.

#### J. NO COMMERCIAL PUBLICITY

The Hospital will not make any commercial publicity projecting the name of Railway or Government of India. However, the fact of empanelment under IRMD shall be displayed at the premises of the empanelled health Care Organization indicating that the charges will be as per CGHS approved rates.

#### 4. TREATMENT IN EMERGENCY

The following ailments may be treated as emergency related to the specialities for which MOU is being sought for. It is illustrative only and not exhaustive, depending on the condition of the patient.

- Acute Limb Ischemia, Rupture of Aneurysm, Medical and Surgical shock and peripheral circulatory failure.
- Cerebro-Vascular attack-Stokes, Sudden unconsciousness, Head injury, Respiratory failure, decompensated lung disease, Cerebro-Meningeal.
- Infections, Convulsions, Acute Paralysis, Acute Visual loss.
- Acute Abdomen pain.
- Road Traffic Accidents/ with injuries including fall.
- Severe Haemorrhage due to any cause.
- Acute poisoning.
- Acute Renal Failure
- Acute abdomen pain female including acute Obstetrical and Gynaecological emergencies.
- Electric shock. Any other life threatening condition.

In emergency the empanelled hospital will not refuse admission or demand an advance payment from the Railway beneficiary of his family member (s) and will provide credit facilities to the patient whether the patient is a serving employee or a pensioner, on production of a valid Railway Medical Card and the hospital shall submit the bill for reimbursement to the concerned Railway Authorities. The refusal to provide the treatment to bonafide Railway beneficiaries in emergency cases and other eligible categories of beneficiaries on credit basis, without valid ground, would attract disqualification for continuation of empanelment.

The nature and appropriateness of the emergency is subject to verification, which may be verified, inspected or medically audited by the nominated authority on random basis at its own direction.

The hospital will intimate all instances of patients admitted a emergencies without prior permission to Railway / Authorities within the prescribed time.

#### 5. ENTITLEMENTS FOR VARIOUS TYPES OF WARDS

The entitlements for various types of wards to the Railway beneficiaries shall be the same as in the case of CGHS beneficiaries. Accordingly, Railway beneficiaries are entitled to facilities of private, semi-private or general ward depending on their pay drawn in pay band/pension. These entitlements are amended from time to time and the latest order in this regard issued by M/s H&FW needs to be followed. The entitlement is as follows :-

SN	Pay drawn in Pay Band/Basic Pension	Entitlement
01	Up to Rs.13,950/-	General Ward
02	Rs.13,60/- to 19,530/-	Semi-private ward
03	Rs,19540/- and above	Private ward

- a. Private ward is defined as a hospital room where single patient is accommodated and which has an attached toilet (lavatory and bath). The room should have furnishings like wardrobe, dressing table, bed-side table, sofa-set, carpet etc. as well as a bed for attendant. The room has to be air-conditioned.

- b. Semi-Private Ward is defined as a hospital room where two to three patients are accommodated and which has attached toilet facilities and necessary furnishings.
- c. General ward is defined as a hall that accommodation four to ten patients. Treatment in higher category of accommodation than the entitled category is not permissible.

#### 6. APPROVED RATES TO BE CHARGED

The empanelled hospital shall charge from the Railway beneficiary as per the rates for a particular procedure / package deal as prescribed by the CGHS and attached as Annexure (rate list) which shall be an integral part of the contract. The rates notified by CGHS shall also be available on web site of Ministry of Health & Family Welfare at <http://msotransparent.nin.in/cghsnew/index.asp> or as per agreed rates with Railways whichever is lower.

The package rate will be calculated as specified in the tender document/ EOI. No additional charge on account of extended period of stay shall be allowed if, that extension is due to infection as a consequence of surgical procedure or due to any improper procedure and is not justified.

The procedure and package rates for any diagnostic investigation, surgical procedure and other medical treatment for Railway beneficiary under this Agreement shall be as per the latest CGHS rate of \_KOLKATA-2014 list during the validity period this Agreement. The empanelled health care organization agrees that during the in-patient treatment of the Railway beneficiary, the Hospital will not ask the beneficiary of his attendant to purchase separately the medicines/sundries/ equipment or accessories from outside and will provide the treatment within the package deal rate, fixed by the CGHS which includes the cost of all the items. Appropriate action, including removal from RAILWAY empanelment and / or termination of this Agreement, may be initiated on the basis of a complaint, medical audit or inspections carried out by Railway team. The hospital shall agree to charge CGHS rates to Railway beneficiaries on production of valid I-Card / Documentary proof, even though treatment is not sought as referred Railway beneficiary but they are attending in emergency.

#### 7. MODE OF PAYMENT FOR TREATMENT OF BENEFICIARIES

In respect of the referred Railway beneficiaries, services shall be undertaken/ provided on credit: No payment shall be sought from the them and the bills should be submitted to the Office of the MD/BRSH, Eastern Railway.

#### 8. MEDICAL AUDIT OF BILLS

There shall be a continuous Medical Audit of the services provided by the empanelled Private Hospital.

#### 9. DUTIES AND RESPONSIBILITIES OF EMPANELLED HEALTH CARE ORGANIZATIONS

It shall be the duty and responsibility of the empanelled 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 licenses, permits or approvals of the concerned authorities under or as per the existing laws.

#### 10. NON ASSIGNMENT

The empanelled Hospital shall not assign, in whole or in part, its obligations to perform under the agreement, except with the Railway's prior written consent and its sole discretions and on such terms and conditions as deemed fit by the Railway. Any such assignment shall not relieve the Hospital from any liability or obligation under this contract.

#### 11. EMPANELLED HEALTH CARE ORGANIZATION'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD

The empanelled Hospital is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and

b. For over-billing and unnecessary procedures, the extra amount so charged will be deducted from the pending future bills of the empanelled Hospital and the Railway shall have the right to issue a written Warning to the Health Care Organization not to do so in future. The Recurrence, if any, will lead to the stoppage of referred to that particular Health Care Organization or De-recognition from Railways.

#### 15. TERMINATION FOR DEFAULT

The Railway may, without prejudice to any other remedy for breach of Agreement by written notice of default sent to the Hospital terminate the Agreement in whole or part. If the empanelled Hospital fails to provide any or all of the services for which it has been empanelled within the period (s) specified in the Agreement or within any extension thereof if granted by the Railway pursuant to Condition of Agreement or if the Health Care Organization fails to perform any other obligation (s) under the Agreement.

If the hospital in the judgment of the Railway has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

In case of any wrong doings as specified in Memorandum of Agreement by one hospital Railway reserves the right to remove all empanelled hospitals of that practice group from its empanelled list of hospitals.

#### 16. INDEMNITY

The empanelled Hospital shall at all times, indemnify and keep indemnified Railway / the Government against all actions, suits, claims and demands brought or made against it in respect of anything done or purported to be done by the Health Care Organization in execution of or in connection with the services under this Agreement and against any loss of damage to Railway / the Government in consequence to any action or suit being brought against the Railway / the Government along with (or otherwise), Health Care Organization as a Party for anything done or purported to be done in the course of the execution of this Agreement. The Health Care Organization will at all times abide by the jobs safety measures and other statutory requirements prevalent in India and will keep free and indemnify the Railway from all demands or responsibilities arising from accidents or loss of life, the cause or result of which is the Hospital negligence or misconduct.

The Health Care Organization will pay all indemnities arising from such incidents without any extra cost to Railway and will not hold the Railway responsible or obligated Railway/ the Government may at its discretion and shall always be entirely at the cost of the Health Care Organization defend such suit, either jointly with the Health Care Organization enter or singly in case the latter chooses not to defend the case.

## 17. ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Railway and the Hospitals, upon or in relation to or in connection with or arising out of the Agreement shall be referred to for arbitration by the CMD of Eastern Railway who will give written award of his decision to the Parties. The decision of the CMD 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 the city of CMD office.

## 18. MISCELLANEOUS

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 Railway and the Health Care Organization. The Health Care Organization shall work or perform their duties under this Agreement or otherwise.

The Health Care Organization agrees that any liability arising due to any default or negligence is not represent or hold itself out as agent of the Railway.

The Railway will not be responsible in any way for any negligence or misconduct of the Health Care Organization and its employee for any accident, injury or damage sustained or suffered by any Railway beneficiary or any third party resulting from or by any operation conducted by and on behalf of the Hospital or in the course of doing its performance of the medical services shall be borne exclusively by the hospital who shall alone by responsible for the defect and/or deficiencies in rendering such services.

The Hospital shall notify the Government of any material change in their status and their shareholdings or that of any Guarantor of the in particular where such change would have an impact on the performance of obligation under this Agreement.

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

Should the Hospital get wound up or partnership is dissolved, The RAILWAY 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 Health Care Organization during the period when the Agreement was in force.

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

## 19. OTHER SERVICES TO BE PROVIDED

The empanelled hospital will on the request of RAILWAY, agree to provide training to RAILWAY medical, Para-medical and nursing staff.

## 20. EXIT FROM THE PENEL

The Rates fixed by the CGHS for KOLKATA 2014 shall continue to hold good unless revised by CGHS. In case the notified rates are not acceptable to the empanelled health care organization, or for any other reason, the health care organization no longer wishes to continue on the list under Railway, it can apply for exclusion from the panel by giving one month notice. Patients already admitted shall continue to be treated as per agreed rates between the two parties.



21. NOTICES

21.1. 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 the other Party's address as below.

\*\*\*

( The End )