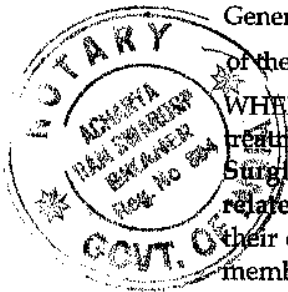


**MEMORANDUM OF UNDERSTANDING AGREEMENTT BETWEEN  
DIVISIONAL HOSPITAL, BIKANER (LALGARH), N. W. RAILWAY AND  
GENERAL MANAGER/DIRECTOR, KOTHARI MEDICAL & RESEARCH INSTITUTE,  
BIKANER**

This Agreement is made on the 17<sup>th</sup> day of October, 2014 between the President of India acting through Chief Medical Superintendent, Bikaner, North Western Railway [herein after called as CMS/Bikaner unless repugnant to the context or meaning thereof, be deemed to mean and include its successors the office and assigns) of the **First Part**

AND

General Manager/Director. Kothari Medical & Research Institute, Bikaner  
of the **Second Part**.

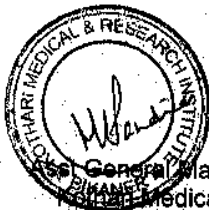


WHEREAS, Kothari Medical & Research Institute, Bikaner offered to provide treatment facilities with regard to 1. Haemodialysis 2. Neo natal ICU 3. Neuro-Surgical Emergencies & 4. Emergencies of Orthopedic Surgery services in related consultation, investigation and treatment to the railway employees and their eligible dependants and retired railway employees and their eligible family members, who are govern by RELHS rules, on the basis of comprehensive package rates of CGHS of B-2 class city for a period of ONE year on monthly billing system.

**ATTESTED**

**CENTRAL NOTARY  
BIKANER (RAJ)  
(INDIA)**

17.10.14 *AS*



General Manager, General Manager  
Kothari Medical & Research Institute

Chief Medical Superintendent  
Bikaner, N. W. Railway  
Bikaner, N. W. Railway

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

1. DEFINITIONS & INTERPRETATIONS

1.1 The following terms and expressions shall have the following meanings for purposes of this Agreement:

1.1.1 "Agreement" shall mean this Agreement and all Schedules, supplements, appendices, appendages and modifications thereof made in accordance with the terms of this Agreement.

1.1.2 "R.E.L.H.S" mean the Railway's Retired Employee Liberalized Health Scheme.

1.1.3 "CGHS" mean Central Government Health Services.

1.1.4 "Railway Beneficiary" shall mean a person who is eligible and referred for treatment.

1.1.5 "Coverage" shall mean the persons eligible as beneficiaries and referred for treatment, subject to such terms, conditions and limitations as may be prescribed.

1.1.6 "Empanelment" shall mean the hospital authorized by the MEMORANDUM OF AGREEMENT

1.1.7 "Hospital" shall mean the Kothari Medical & Research Institute, Bikaner while performing under this Agreement providing medical investigation, treatment and the healthcare of human beings.

1.1.8 "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 etc. as well as a bed for attendant. The room has to be air-conditioned.

1.1.9 "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.

1.1.10 "General ward" is defined as halls that accommodate four to ten patients.

The term "Package Rate" shall mean shall include a Railway beneficiary has been permitted by the competent authority or for treatment under emergency from the time of admission to the time of discharge, including but not limited to:- (i) Registration charges, (ii) Admission charges. (iii) Accommodation charges including patient's diet, (iv) Operation charges, (v) Injection charges, (vi) Dressing charges (vii) Doctor/consultant visit charges, (viii) Anesthesia's fee, (vi) Operation theatre charges, (x) Procedural charges/Surgeon's fee. (xi) Cost of surgical disposables and all sundries used during hospitalization, (xii) Cost of medicines (xiii) Related routine and essential investigations, (xiv) Physiotherapy charges etc, (xv) Nursing care and charges for its services. Prior permission of special investigation to be taken if required. The rates shall be as prescribed by CGHS as per Annexure-1 (Annexures shall be deemed to be an integral part of this Agreement) or lower as the case may be.



TESTED  
CENTRAL NOTARY  
BIKANER (RAJ.)  
INDIA  
6/2  
17/10/14  
17/10/14

## 2. SERVICE AREA

The Kothari Medical & Research Institute, Bikaner shall provide treatment facilities with regard to 1. Haemodialysis 2. Neo natal ICU 3. Neuro-Surgical Emergencies & 4. Emergencies of Orthopedic Surgery services in related consultation, investigation and treatment to the Railway employees and their eligible dependents and retired Railway employees who are governed by R.E.L.H.S Rules

## 3. SERVICE CHARGES

The Kothari Medical & Research Institute, Bikaner shall charge as per the comprehensive package rates of CGHS/Bikaner (B-II city) for a period of one year on monthly billing system. The rates for CGHS for B-II class city are enclosed as Annexure-1, which shall be an integral part of this Agreement.

1. There will be no upward change in rates for all cases (enclosed as annexure comprehensive package rate of B-2 class city) during the contract period.
2. The Schedule of charges for the treatment of the rates shall be as per the "Package Rates" fixed for and by CGHS.
  - (a) Cost of Implants is reimbursable in addition to package rates as per CGHS ceiling rates for implants or as per actual in case there is no CGHS prescribed ceiling rates.
  - (b) Hospital/empanelled shall not charge more than the package rates.
  - (c) Expenses on toiletries, cosmetics, telephone bills etc. are not reimbursable and are not included in package rates.

### 3. Room Rent/Bed Rate

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

General ward Rs. 500 /-per day  
Semi-Private ward Rs. 1000 /- per day  
Private ward Rs. 1500 /- per day  
Day Care (6-8 Hrs) Rs. 500 /- (same for all categories)

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

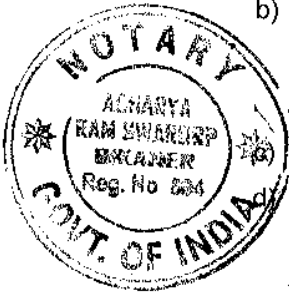
During the treatment in ICCU/ICU, no separate room rent will be admissible

Normally the treatment in higher Category of accommodation than the entitled category accommodation is not available, admission in the immediate higher category may be allowed till the entitled category Accommodation becomes available.

## 4. DURATION

The validity of this contract will be for a period of one year with effect from 28<sup>th</sup> October, 2014.

The Agreement shall remain in force for a period of one year or till it is modified or revoked, whichever is earlier. The Agreement may be extended for subsequent periods as required by Railway Administration subject to fulfillment of all the terms and conditions of this Agreement and with mutual consent.



**ATTESTED**  
CENTRAL NOTARY  
BIKANER (R.I.)

Chief Medical Superintendent  
Bikaner, N. W. Railway

17/10/14  
17/10/14

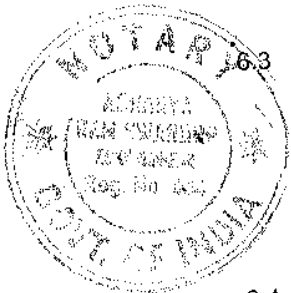
5. MEDICAL AUDIT OF BILLS

The medical audit of the bills of the hospital/center will be conducted by the Railway Administration or any authority designated by CMS/Bikaner within 90 days of discharge of the Railway beneficiary.

6. GENERAL CONDITIONS

6.1 Railway patients will be admitted with a proper reference letter from railway hospital of North Western Railway signed by any of two authorized doctors. The specimen signature of the authorized will be supplied duly countersigned by Chief Medical Superintendent, Bikaner, North Western Railway. In case of grave emergency patient is being admitted directly on production of valid Photo Medical identity card and advance payment, the relatives of the patients must obtain referral letter and submit to Kothari Medical & Research Institute, Bikaner within 48 hours thereafter the patient will be treated as referred case by North Western Railway. Copy of RELHS Card may be obtained from the concerned retired (RELHS) patient. The referral letter has to be countersigned by Chief Medical Superintendent, Bikaner, N. W. Railway. The reference letter should have photograph pasted on it clearly verified by treating doctor and accompanied by one photography to be pasted on discharge letter duly verified by the treating doctor of Kothari Medical & Research Institute, Bikaner. In the absence of Hospital Incharge, it must be signed by doctor looking after the work of Hospital Incharge. Referral letter shall be valid for 03 (three) days.

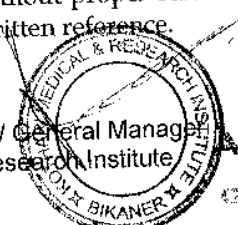
6.2 The empanelled hospital shall honor permission letter issued by competent authority and provide treatment investigation facilities only as specified in the permission letter. The investigations which are not included in current CGHS rate list for B-2 class city but performed at Kothari Medical & Research Institute, Bikaner during treatment of a patient will be charged at the rate of Govt. P.B.M. Hospital, Bikaner rates or as per the actual rates of the hospital which ever is less.



All Railway patient are to be admitted in General Ward unless is a specific endorsement for higher class accommodation is mentioned in the referred letter. The package rates prescribed in Annexure are for semi private ward for General ward there will be a decrease of 10 % in the rates and for private ward there will be an increase of 15 % of rates. The rates for investigation shall be as per the General Ward irrespective of entitlement

6.4 As already mentioned in the package, requirement of blood for the patient during the course of treatment it should be made available by the Kothari Medical & Research Institute, Bikaner without any additional cost on exchange basis. Only blood bank charges will be admissible.

6.5 For all package cases ( surgery or angioplasty ) further their First OPD follow- up after discharge from hospital be arranged in first 03 months free of cost by authorized doctor of Kothari Medical & Research Institute, Bikaner. First follow up should include specialist check-up and related routine investigations and expert follow up opinion. The patient should not be admitted directly at the time of follow up without proper reference letter or prior approval on phone follow by written reference.



Chief Medical Superintendent  
Bikaner, N.W. Railway

ATTESTED  
CENTRAL NOTARY  
17-10-14

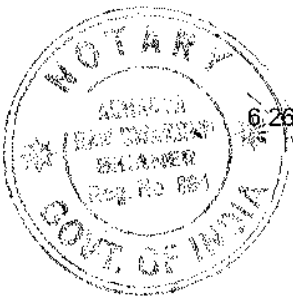
Asst. General Manager / General Manager  
Kothari Medical & Research Institute

- 6.6 The referring Physician / nominated doctor should be allowed to visit the patient in hospital and discuss case with treating doctors.
- 6.7 No separate charge for patient's attendants is to be levied and free passes will be given once to the attendants at the time of admission in ward without any deposit. Any passes issued may be taken back at the time of discharge of patient. In case some investigations are carried out at the request of patient or by the Kothari Medical & Research Institute, Bikaner without prior approval of Railway medical authority, amount of such investigation will not be paid and the same will be born by the patient.
- 6.8 Patient will not be eligible to get the drugs from Kothari Medical & Research Institute, Bikaner when he is undergoing OPD treatment. Any Charges for separate Nurse, Diet etc. will not be borne by the Railways and should be recovered from the patient. Similarly OPD patient of Railway will not be eligible for routine investigation from Kothari Medical & Research Institute, Bikaner, in case special investigation is preferred which is not available at Divisional Hospital, Bikaner will require prior sanction of Railway Medical authority and the rates will be charged as per approved CGHS rates.
- 6.9 In case of Indoor treatment referred other than package all medicines and consumables will be provided by Kothari Medical & Research Institute, Bikaner. The cost of medicines and other consumables will be on actual basis supported by bills. In case of package charges for medicine and consumables will be included in package deal only. Normally indoor patient should be supplied three days medicines at the time of discharge.
- 6.10 The Hospital empanelled rates for treatment procedure / test are lower than the CGHS prescribed rates shall charge as per actual.
- 6.11 During the treatment in ICCU/ICU, no separate room rent will be admissible, in the event of requiring ICU the preference should be giving to referred Railway Patients.
- 6.12 During the in-patient treatment to the Railway beneficiary, the Hospital will not ask the beneficiary or his 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. At the time of discharges the medicines should be preferably by prescribed by generic name.
- 6.13 If one or more minor procedures form part of a major treatment procedure, then package charges would be permissible for major procedure and only 50% of charges for minor procedure.
- 6.14 All investigations regarding fitness for the surgery will be done prior to the admission for only elective procedure and are part of the package. For any material / additional procedure / investigation other than the condition for which the patient was initially permitted, would require the permission of the competent authority.
- 6.15 No additional charge on account of extended period of stay shall be allowed if that extension is duo to infection on the consequences of surgical procedure or due to any improper procedure and is not justified.



ATTESTED  
 Chief Medical Superintendent  
 Bikaner New Railway  
 17/10/14

- 6.16 The rate being charged will not be more than what is being charged for same procedure from other (non-CGHS and non Central Govt.) patients or institutions. An authenticated list of rates being charged from other non-CGHS non-Central Govt. institutions if available will also be supplied within 10 days of this Agreement.
- 6.17 The procedure and package rates for any procedure and other medical treatment for Railway beneficiary employees under this Agreement shall not be increased during the validity period of this Agreement.
- 6.20 The empanelled Hospital shall provide services only for which it has been empanelled at rates that will be fixed from time to time and shall be binding.
- 6.21 The Hospital will intimate all instances of patients admitted on the basis of the Authority letter issued by the Railway's Central Hospital authorities in the prescribed format within one working day through fax / email (the number of which shall be notified) followed by post.
- 6.22 The Hospital shall provide reports on monthly basis by the 10th day of the succeeding calendar month in the prescribed format to the CMS/Bikaner in respect of the beneficiaries treated.
- 6.23 The Hospital shall submit all the medical records in digital format along with the paper format.
- 6.24 The Kothari Medical & Research Institute, Bikaner agrees that any liability arising due to any default or negligence in providing or performance of the medical services shall be borne exclusively by the Kothari Medical & Research Institute, Bikaner that shall alone be responsible for the defect and/or deficiencies in rendering such services.
- 6.25 The Hospital shall immediately communicate to Additional CMS/Bikaner about any change in the infrastructure / strength of staff. The empanelment will be temporarily withheld in case of shifting of the facility to any other location without prior permission of CMS/Bikaner. The new establishment of the Hospital, shall attract a fresh inspection for consideration of continuation of empanelment.
- 6.26 The Hospital will submit an annual report regarding number of referrals received, admitted, bills submitted to the Chief Medical Superintendent, Bikaner, North Western Railway and payment received, details of monthly report submitted to the Chief Medical Superintendent, Bikaner about changes in the strength of doctors/staff and infrastructure if any. Annual Audit report of the hospitals will also be submitted along with the statement.
- 6.27 Authorized signatory/representative of the hospital shall attend the periodic meetings held by CMS/Bikaner, required in connection with improvement of working conditions.
- 6.28 During the visit by CMS/Bikaner or any other authorized representative of the GM/NWR or CMS/Bikaner, the Hospital authorities will cooperate in carrying out the inspection.
- 6.29 The hospital will investigate / treat the Railway beneficiary patient for the condition for which they are referred with permission, and in the specialty and / or purpose for which they are approved by referred by Railway Doctor.



**ATTESTED**  
CENTRAL NOTARY  
BIKANER (RAILWAY)  
17.10.14

Chief Medical Superintendent  
Bikaner, N.W. Railway  
17.10.14

6.30 The Hospital shall not undertake treatment of referred cases in the system of medicine for which it is not empanelled. But it will provide necessary treatment to stabilize the patient and transport the patient safely to Railway Hospital or Hospital Referred by CMS/Bikaner under intimation to CMS/Bikaner.

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

6.32 For all implants used sticker should be available on file.

**7. DUTIES AND RESPONSIBILITIES OF HOSPITALS**

It shall be the duty and responsibility of the Kothari Medical & Research Institute, Bikaner, 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.

**8. NON ASSIGNMENT**

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

**9. HOSPITAL'S INTEGRITY AND OBLIGATIONS DURING AGREEMENT PERIOD**

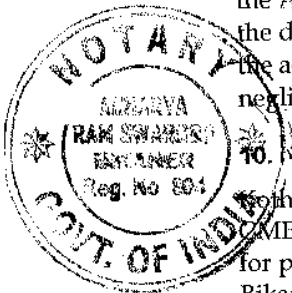
The Hospital is responsible for and obliged to conduct all contracted activities in accordance with the Agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Agreement. The Hospital is obliged to act within its own authority and abide by the directives issued by the CMS/Bikaner. The Hospital is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, negligence, misconduct or deficiency in services, if any.

**10. ACADEMIC CONTRIBUTION**

Kothari Medical & Research Institute will contribute to minimum two CME/Conferences in a year. Training of doctors, minimum two training programme for paramedical staff will also be organized by Kothari Medical & Research Institute, Bikaner on demand in the Kothari Medical & Research Institute. No charges for expenses will be levied for it.

**11. TERMINATION OF AGREEMENT**

CMS/Bikaner of N.W.Railway reserves the right to amend/withdraw/ cancel the above O.M. without assigning any reason.



**ATTESTED**  
CENTRAL NOTARY  
BIKANER (RAJ.)  
(INDIA)

Chief Medical Superintendent  
Bikaner, N.W. Railway  
17/10/14

**12. INDEMNITY**

The Hospital shall at all times, indemnify and keep indemnified CMS/Bikaner 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 CMS/Bikaner or Railway Administration in consequence to any action or suit being brought against the CMS/Bikaner or Railway Administration, 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 Center will at all times abide by the job safety measures and other statutory requirements prevalent in India and will keep free and indemnify the CMS/Bikaner or Railway Administration 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 Hospital will pay all indemnities arising from such incidents without any extra cost to CMS/Bikaner or Railway Administration and will not hold the CMS/Bikaner or Railway Administration or obligated. The CMS/Bikaner or Railway Administration 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

**13. PAYMENT**

- 1. (a) Payment will be made on monthly billing basis. Summary covering letter along with individual Bill should be submitted after patient is discharged from the hospital and a copy of discharge summary should be attached with bill for cross verification, payment will be made by cheques by Account department. Billing system will nor be discontinued for delay in payment due to unavoidable circumstances.

(i) Name of the Payee (as in the bank accounts)	Kothari Medical & Research Institute
(ii) Name of the Bank	Oriental Bank of Commerce
(iii) Bank Branch (Full Address	Gajner Road, Bikaner
(iv) IFSC Code Number	ORBC0105132
(v) Bank Account Number	51321011001232
(vi) type of Bank account	Current
(vii) MICR Code of the Bank	334022004
(viii) Mode of Electronic transfer available in the Bank	ECS



[b] Nominated Railway doctor may inspect the patient's records and bills of medicines as and when required. Administration of the Kothari Medical & Research Institute, Bikaner will co-operate in inspections and no deductions will be made unilaterally,

[c] No. additional charge on account of extended period of stay shall be allowed if that extension is due to infection or the consequences of surgical procedure or due to any improper procedure and is not justified. Normally package rates should cover normal variations & complications.



**ATTESTED**  
**GENERAL NOTARY**  
**BIKANER (INDIA)**

17/10/14

Asst General Manager / General Manager  
 Kothari Medical & Research Institute

Chief Medical Superintendent  
 Bikaner, N. W. Railway



[d] If any unrelated complications arising out during the treatment in package or otherwise, this should be immediately brought in the notice of CMS/Bikaner/N.W. Railway and prior approval of CMS/BKN be taken for further course of treatment.

[e] If period of treatment exceeds seven days, this should be immediately brought in the notice of CMS/BKN and prior approval of CMS/BKN be taken.

[f] Deduction of tax at source will be made as per extent provision of Govt. of India, Income Tax act 1961 amended time to time. If there is any exemption, necessary certificate may be produced in time.

#### 14 ARBITRATION

If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the CMS/Bikaner and the Hospital upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration, the arbitrator shall be the General Manager of North Western Railway or appointed by The General Manager- of North Western Railway. The decision of the Arbitrator will be final and binding. The provisions of the Arbitration and Conciliation Act 1996 and Railway GCC 1999 with updated connection shall apply to the arbitration proceedings. The venue at the arbitration proceedings shall be at Bikaner.

#### 15 MISCELLANEOUS

15.1 Nothing under this Agreement shall be construed as establishing or creating between the Parties any relationship of Master and Servant or Principal and Agent between the CMS/Bikaner or Railway Administration and the Hospital

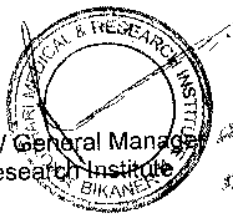
15.2 The Hospital shall not represent or hold itself out as agent of the North Western Railway.

15.3 The CMS/Bikaner or Railway Administration will not be responsible in any way for any negligence or misconduct of the Hospital and its employees far any accident injury or damage sustained or suffered by any Railway beneficiary any third party resulting from or by any operation conducted by and on the behalf of the Hospital or in the course of doing its work or perform their duties under this Agreement or otherwise.

The Hospital shall notify the Government of any material change in their status and their 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.

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

15.6 Should the hospital get wound up or partnership is dissolved, the CMS/Bikaner 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.



ATTESTED  
Chief Medical Superintendent  
Bikaner, N. W. Railway  
17/10/14



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

We have read the terms and condition of the contract carefully and hereunder affix our signature as the authorized representative of the concerned hospital. This agreement will remain valid for the one year subject to further extension by the competent railway authority.



General Manager  
Kothari Medical & Research Institute, Bikaner

Witness

17/10/14

Chief Medical Superintendent  
Bikaner, North Western Railway

Witness

1. Arun Hansawat

Kothari Medical & Research Institute  
Bikaner

2. KAMAL KUMAR BINANI

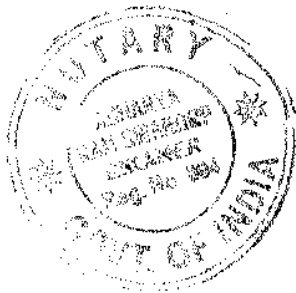
KOTHARI MEDICAL & RESEARCH INSTITUTE  
BIKANER

1. Dr. G.K. Das

S.D.M.O NWR Rly Hospital  
Lalpur Bikaner

2. Dr. Ashu Malik

S.D.D.S NWR Rly Hospital  
Jaipur Bikaner



Asst General Manager / General Manager  
Kothari Medical & Research Institute

ATTESTED

Chief Medical Superintendent  
Bikaner, N.W. Railway

17/10/14

17/10/14