

## **EOI (Expression of Interest)**

**Sub:** For Pathological tests / Investigation Service Provider for Railway Patients of Central Hospital, South Western Railway, Gadag Road, Hubli-580020 through MOU (Memorandum of Understanding).

**Ref:** Ministry of Railways/Rail Board's Letter No.2011/H/6-4/Policy Dtd.03.02.2015.

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Medical Director, Central Hospital, South Western Railway, Gadag Road, Hubli-580020 hereby invites "Expression of Interest (EOI)" from the interested and reputed diagnostic centers/ hospitals for short-listing the interested parties to provide Pathological tests/ investigation facility to the railway beneficiaries of Central Hospital, South Western Railway, Gadag Road, Hubli-580020 as per the Annexure A. The successful service provider (s) will formulate a mutual agreement with the Medical Director and will work on the basis of terms and condition of the MOU (Memorandum of Understanding) immediately from the date of finalization of the MOU.

The responses on the prescribed format (as enclosed in annexure-B) may be submitted to The Medical Director, Central Hospital, South Western Railway, Gadag Road, Hubli-580020 on or before

### **SPECIAL TERMS AND CONDITIONS:**

1. Testing Centre must be NABL accredited, and preferably having ISO 9001-2008 certification. Testing Center should have all necessary valid documents issued by regulatory bodies to operate such centers minimum 2 years experience with NABL Accredited.
2. Testing facilities may be available in house. Rare investigations, if done from other center must be mentioned in detail.
3. All tests must be carried out by highest model. For all the tests listed in CGHS-2014 Bengaluru and other non listed Special Investigations as per the Annexure-I. List of instruments available in the testing center may be submitted with EOI.
4. Name and educational qualification of Doctors, Technicians etc., who are appointed/engaged at the testing center, may be submitted with EOI.
5. The firm should depute their representative to Central Hospital/SWR forenoon session from 7.30a.m. onwards along with the consumables/ materials vacutainers for collection of samples at their own cost. For emergency cases outside working hours samples are to be collected whenever required.
6. The firm's representative will collect the pathology samples/ specimen etc., from the Lab Central Hospital, Hubballi, and prepare in proper cold storage transport.
7. Routine reports to be delivered within 24 hours in Central Hospital, Hubballi, in duplicate. However, special investigation reports are to be delivered within stipulated time as per NABL guidelines.
8. The test reports will be delivered to the Pathology Department, Central Hospital, South Western Railway, Hubballi. The delivery of report shall be done under clear signature of receipt.
9. There shall be alternative backup arrangements in case of mechanical failure and testing not to be refused on these ground.
10. MOU will be valid for 02 (Two) years.
11. Preferential treatment should be given to the Railway beneficiaries with free ambulance service to be provided to Railway Patients.
12. The contract is covered by Railways General condition of contract (Service) South Western Railway (GCC) of 2018. In the event of any conflict or inconsistency between general terms and conditions of contract and special terms and conditions of contract, the later will prevail.

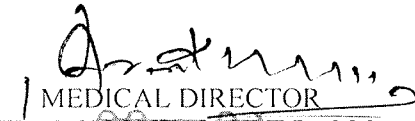
13. (a) Penalty clause: Failure to comply with contractual obligations will invite imposing of penalty ranging from Rs.500/- to Rs.5,000/- per each act of omission or commission to be delivered by Medical Director/Central hospital/Hubballi, Additional Chief Health Director/Admn/Hubballi. The administration shall have the right to terminate the contract if in their opinion (shall be final on the parties) found not conforming to the condition inspite of the previous warning given to the service provider to act according to the terms.  
(b) For any other breach, violation or contravention of any terms and conditions Rs.5,000/- will be imposed.
14. Registration with GST department.
15. (a) The service provider is responsible for the payment of minimum wages as prescribed by the minimum wages Act and Rules, ESI, EPF to the labourers employed by him and also for any payment under the payment of wages Act under from time to time.  
(b) Service provider shall indemnify Railway in case of any damages/compensation awarded by any consumer forum, court or tribunal, in connection with or arising out of this contract.
16. We agree to a Performance Bank Guarantee of 2 Lakhs (Rupees Two Lakhs only) valid for a period of 30 months i.e. six months beyond empanelment period and ensure efficient service and to safeguard against any default. (PBG for charitable Organization would be 50% of above amount).
17. The services will be cashless for the patients duly referred by the Medical Director, Central Hospital, South Western Railway, Gadag Road, Hubballi. Bills should be submitted every month to the Office of the Medical Director, Central Hospital, South Western Railway, Gadag Road, Hubli-580 020, along with a copy of the referral letter along with the serial code No of CGHS or Non CGHS with % of discount offered for Railways in the Bill. Payment will be arranged by the Railway administration through RTGS/ NEFT. Details about the Bank name, Account No., Branch Name, Pan No. IFSC Code etc., to be provided for this purpose in a separate sheet of paper every month while submitting the bill. Payment of GST shall be made by the provider & Railway shall not be responsible for GST payment.
18. The rate offered by the centers will be as per CGHS 2014 Bengaluru rate, (NABL) rates. vide letter No.16-2/2013-14/Dev/Empanelment/Vol-II/3134 dtd.14.11.2014 or by AIIMS rate/ any other Government Hospital (incl Railway) rate as per current revised rate available at AIIMS site for those tests which are not available in CGHS Hospital list or the centre's own rate when both CGHS Bengaluru rate or AIIMS rate not available and of % of discount for Railways along with the list. The rate discount quoted should be uniform on all items rate list.
19. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para 03 & 04 of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this clause for service of South Western Railway subject to Arbitration clause in the agreement the jurisdiction of court of Hubballi/Dharwad shall only be applicable.
20. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Railway and Scan Centre, upon or in relation to or in connection with or arising out of the Agreement, shall be referred to for arbitration.

In case where agree to waive the applicability of sec 12(5) of the Arbitration and conciliation (Amendment) Act,2015 in writing after the disputes having arisen between them, shall be referred to Arbitrator by the Chief Medical Director of the Zone, 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. The claimant shall clearly state whether they are agreeable to waive the applicability of sec 12(5) of the Arbitration

Act,2015 has not been waived off, disputes or differences may be referred to a sole Arbitrator appointed by General Manager South Western Railway. For this purpose a panel of at least 3 names of retired Railway Officers not below the rank of SAG Officer will be sent to the claimant within 60 days from receiving a valid demand for arbitration clearly specifying that applicability sec.12(5) of the Arbitration and conciliation (Amendment) Act,2015 has not been waived off. The claimant will be asked to suggest to the General Manager at least 2 names of the panel for appoint as the sole arbitrator within 30 days and the GM shall appoint 1 out of them as Sole Arbitrator within 30 days. Subject to the above, the provisions of Arbitration and conciliation act and statutory modifications from time to time shall apply to the arbitral proceedings.

On receiving the EOIs, a nominated team of doctors from the Railways will inspect the Diagnostic Centers, if necessary. On being the selected for empanelment, the diagnostic centers will be informed over phone or email / and by speed post. The diagnostic centers may depute their authorized representative for signing of MOU.

SIGNATURE.....  
HEAD OF THE INSTITUTION.....  
ADDRESS:.....  
.....  
PHONE NUMBER:.....  
E MAIL ID:.....  
SEAL / STAMP

  
MEDICAL DIRECTOR  
CENTRAL HOSPITAL HUBBALLI 29/12/21  
MEDICAL DIRECTOR  
ಕೇಂದ್ರೀಯ ಆಸ್ಪತ್ರೆ  
CENTRAL HOSPITAL  
ವ.ಪ. ರೇಲ್ವೆ, ಹುಬ್ಬಳ್ಳಿ - ೨  
HUBBALLI

**ANNEXURE-A**

| <b>I</b> | <b>For CGHS Listed items</b>          | <b>Willingness</b> |  |
|----------|---------------------------------------|--------------------|--|
|          | As per CGHS Rates for NABL Accredited | YES / NO           |  |

| <b>II</b> | <b>For Non CGHS Listed items</b> | <b>--</b> | <b>% of discount on Hospital Rates.<br/>(Rate discount quoted should be uniform on all items)</b> |
|-----------|----------------------------------|-----------|---|
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SIGNATURE.....  
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EOI (Expression of Interest) for Pathological tests/ Investigation Service, Provider for Railway Patients of Central Hospital, South Western Railway, Gadag Road, Hubli-580 020 through MOU (Memorandum of Understanding).

**ANNEXURE-B**  
**PRESCRIBED FORMAT FOR APPLICATION**

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01. Name of the Hospital Diagnostic Centers/Organization /Address/Telephone Number/ Email ID

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02. Experience of working in the MOU Format in Private Sector/ Govt Sector/Attach Details.....

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03. Proposed Rate for Various Pathological Tests/ Investigation As per CGHS (NABL) 2014 Bengaluru .....

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04. Proposed Rate for various Pathological Tests/Investigation for non CGHS listed rates along with rate of discount.....

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05. Details of the Machines in use.....

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06. Proposed Terms & Conditions for operation of the Pathological Tests/Investigation Facility.....

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07. Any Other useful information the testing centre wants to give regarding Operation of Pathological tests/Investigation.....

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SIGNATURE.....

HEAD OF THE INSTITUTION.....

ADDRESS:.....

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PHONE NUMBER:.....

E MAIL ID:.....

SEAL / STAMP

SOUTH WESTERN RAILWAY

SOUTH WESTERN RAILWAY