GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD

No.2016/H/Treatment Facility **New Delhi, Dated -23.03.2018**

General Managers,
All Indian Railways including PUs & RDSO.

Sub:- Medical care of rail passengers in emergency during the journey.

****

The issue of providing commensurate medical care to rail passengers in emergency during the journey, has been engaging attention of Ministry of Railways (Railway Board) for quite some time. The issue was also deliberated by Hon'ble Supreme Court in Civil Appeal No.3224 of 2006.

In compliance of order passed by Hon'ble Supreme Court, Board has decided to amend the contents of First Aid Boxes/ Augmented First Aid Boxes presently being provided in all passenger carrying trains and at all railway stations, in supersession of all existing orders:-

1. The contents of First Aid Boxes (Renamed as Medical Boxes) provided in all passengers carrying trains and at all Railway stations will be modified as per report submitted by the expert Committee constituted by All India Institute of Medical Sciences (AIIMS), New Delhi, (Annexure – A). However, detailed procedure of providing First Aid Boxes in trains and at the railway stations as laid down in Paras 704 and 706 of IRMM 2000 will remain unchanged.

2. The Medical Boxes will be provided in all passenger carrying trains by Railways. However, for providing the Medical Boxes the under mentioned arrangements would be made:-

(a) Railways may explore possibility for engagement of Emergency Medical Rooms (EMRs) by medical professional groups on Central Railway Model (Annexure – B) on tendering basis. Such EMRs will be made liable to make arrangement of Medical Boxes as recommended by AIIMS.

(b) At stations where professional groups are not interested to establish EMRs, Railway will provide Medical Boxes as per AIIMS recommendations.

This has the approval of the Board (MS, MT, FC and CRB) and issues with the concurrence of Finance Directorate in the Ministry of Railways.

(R. S. Shukla)
Joint Director, Health
Railway Board

... 2/-

Copy to:

1. Principal Chief Medical Directors/ CMOs, All Indian Railways including PUs & RDSO.
2. Principal Financial Advisors, All Indian Railways including PUs & RDSO.
3. Principal Chief Commercial Managers, All Indian Railways including PUs & RDSO.

(R. S. Shukla)
Joint Director, Health
Railway Board

Copy to:

1. Principal Directors of Audit, All Indian Railways including PUs & RDSO.
2. C&AG (Railways), Room No.224, Rail Bhawan, New Delhi.

For Financial Commissioner/Railways

(3)

o.2016/H/Treatment Facility **New Delhi, Dated:- 23.03.2018**

Copy to:-

1. Chief Personnel Officer, All Indian Railways/PUs including RDSO.
2. Computer of facilitation Centre, Room No.5, Near Fate No.1, Rail Bhawan.
3. Directors of CTIs, RSC/Baroda, IRICEN/Pune, IRIEEN/Nasik, IRISET, Secunderabad, IRIMEE/Jamalpur and IREITEM/Lucknow.

(R.S. Shukla)
Joint Director/Health
Railway Board.

No.2016/H/Treatment Facility **New Delhi, Dated:- .03.2018**

Copy to:-

1. The General Secretary, AIRF, Room No.253, Rail Bhawan, New Delhi.
2. The General Secretary, NFIR, Room No.256-E, Rail Bhawan New Delhi.
3. All Members of Departmental Council and National Council and Secretary, Staff Side, National Council, 13-C, Ferozshah Road, New Delhi.
4. The Secretary General, FROA & IRPOA, Room No.256-A & 268, Railway Board.
5. The General Secretary, All India RPF Association, Room No.256-D, Rail Bhawan, New Delhi.
6. The Secretary, RBSS Group 'A' Officers Association, Room No.256-D, Rail Bhawan, New Delhi.
7. The Secretary, RBSS Group 'B' Officers Association, Rail Bhawan, New Delhi.
8. The Secretary, RBMSA, Rail Bhawan, New Delhi.
9. The Secretary, Railway Board Group 'D' Employees Association, Rail Bhawan, New Delhi.
10. The Secretary, Railway Board Promotee Officers Association, Room No.341-C, Rail Bhawan, New Delhi.
11. The General Secretary, All India SC/ST Railway Employees Association, Room No.8 Ground Floor, Rail Bhawan, New Delhi.
12. General Secretary, Retired Railway Employees Welfare Association (Regd.), 490A/16, Gurudwara Road, Gurgaon.

For Secretary, Railway Board

No.2016/H/Treatment Facility **New Delhi, Dated:-23.03.2018**

Copy to:-

TG- I, TG-III and Coachning Branches of Railway Board.

(4)

Annexure A

विशेष संदेश-वाहक द्वारा
BY SPECIAL MESSENGER

Office of DG (RHS)
E-Office No. 370999
Date 01/01/2018

तार का पता– "मेडिनस्ट"
TELEGRAM - "MEDINST"
दूरभाष : २६५८८५००, २६५८८७००, २६५८६६००
Telephones : 26588500, 26588700, 26589900

अखिल भारतीय आयुर्विज्ञान संस्थान
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
अन्सारी नगर, नई दिल्ली–११००२६ (भारत)
ANSARI NAGAR, NEW DELHI - 110029

No.F.2-43/Medical Board/2017-Estt.(H.)

संदर्भ सं॰ / Ref. No.....

दिनांक / Date ..01.01.2018..

To

The Director General
Railway Health Services,
Railway Board, Ministry of Railways, Govt. of India,
Rail Bhawan, New Delhi – 110001.
(Kind Attn.: - Dr. Amitava Dutta, Executive Director/H(G).

DG/RHS for immediate action
1/1/18
DH
1/1/18
JD/Health

Subject: Report of the expert body/committee of experts constituted at AIIMS to examine the issue of providing the emergency medical facility in Trains in compliance with orders of Hon'ble Supreme Court of India vide Civil Appeal No. 3224 of 2006 titled Union of India Versus Ram Dutt Sharma.

Sir,

Please refer to the letter No.2009/H/7/5 dated 31.10.2017 regarding subject noted above.

In this regard please find enclosed herewith an original report of the medical board constituted at AIIMS to examine the issue of providing the emergency medical facility in Trains in compliance with orders of Hon'ble Supreme Court of India vide Civil Appeal No. 3224 of 2006 titled Union of India Versus Ram Dutt Sharma, for your kind perusal.

Thanking you,

Yours sincerely,

MEDICAL SUPERINTENDENT
चिकित्सा अधीक्षक
Medical Superintendent
अ॰भा॰आ॰सं॰ नई दिल्ली.
A.I.I.M.S. New Delhi-110029

Encl.: As above.

C.C.: Dr. Praveen Aggarwal, Prof. & Head, Deptt. of Emergency Medicine, AIIMS. (Chairperson, Medical Board).

(5)

18/1

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
Ansari Nagar, New Delhi - 110029

No.F.2-43/Medical Board/2017-Estt.(H.) Dated: 27.12.2017

Subject: Report of the expert body/committee of experts constituted at AIIMS to examine the issue of providing the emergency medical facility in Trains in compliance with orders of Hon'ble Supreme Court of India vide Civil Appeal No. 3224 of 2006 titled Union of India Versus Ram Dutt Sharma.

****

An expert body/committee of experts was constituted by the Director, AIIMS on subject noted above. The Board consists of the following members:

1.	Dr. Praveen Aggarwal Prof. & Head, Deptt. of Emergency Medicine	**Chairperson**
2.	Dr. L.R. Murmu Professor, Deptt. of Emergency Medicine (Surgery)	Member
3.	Dr. Rakesh Lodha Professor, Deptt. of Pediatrics	Member
4.	Dr. Atul Gupta ACHD / Physician / Northern Railway, Central Hospital	Members nominated by Ministry of Railways
5.	Dr. S. Singhal ACHD / Surgeon / Northern Railway, Central Hospital	
6.	Dr. Praval Pant Director / Health / Railway Board (Co-ordinator from railway side)	
7.	Dr. Abhinav Wankar Department of Hospital Administration	Member Secy.

The meeting of the committee was held on **Wednesday, 22nd November 2017 at 02:30 P.M.** in VIP Consultation Room No. 13, M.S. Office Wing, ground floor, AIIMS, New Delhi and on **Friday, 22nd December 2017 at 3:00 P.M.** in M.S. Seminar Room, AIIMS, New Delhi. All the members of the committee were present.

The Committee at the outset discussed the present medical facilities in the trains. After discussion following facilities are suggested:

1. Training pertaining to first aid to be made mandatory for all running and station staff at the time of joining. The same to be renewed periodically in every 3 years.
2. Medical boxes to be provided in all stations and all trains. The inventories of Medical Box are mentioned in Annexure I. Folding stretcher to be provided at all stations.
3. Help should be sought by railway staff from qualified medical doctor travelling in train or available at the nearest station.
4. Medical facility and utilization to be reviewed after 3 years.

Annexure I

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	5 Nos.
4.	Roller bandages (7.5 cm x 4 Mtr) gauze	10 Nos.
5.	Triangular bandages (130 cm x 90 cm x 90 cm)	4 Nos.
6.	Antiseptic cream 25 gms	5 tubes
7.	Injury card	1 No
8.	Safety pin set of 10	2 set
9.	Cotton wool 100 gms	1 packet
10.	Sterile Absorbent Gauze Pad (7.5x7.5)	15
11.	Sterilised Absorbent Cotton Wool (25 gms)	10
12.	Adhesive Plaster (2.5x4/5 metres)	2
13.	Splints, Wooden/polymer set of 6	1 set
14.	Scissors Dressing	1
15.	Rubber Tourniquet	1
16.	Oral Airway (Guedel Oro-Pharyngeal) size: 0, 2, 4, 6	2 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)/Diclofenac sodium (50 mg)	20 Nos
23.	Tab. Domeperidone (dispersible tablet)10 mg	20Nos
24.	Tab. Levocetirizine 5 mg	20 tablets
25.	Tab. Isosorbide dinitrate (sub-lingual)	30 tabs in strips
26.	Savlon – 100 ml	2
27.	Antiseptic Spray Dressing	2 Nos
28.	Oral Rehydration Powder	20 pacs
29.	Normal Saline plastic bottle 500ml	5 Nos
30.	Saline Ampoules 5ml	10 nos
31.	Disposable iv set	5 Nos
32.	Disposable syringes 2 cc ,5cc,10cc	5 Nos of each size
33.	Needles size 20	10 Nos.
34.	Needles size 24	10 Nos
35.	First Aid Box Card for accountal	2Nos.
36.	Injection Pheniramine Maleate 25 mg	10 amps
37.	Injection Ranitidine	10 amps
38.	Injection Deriphylline	2 amps
39.	Injection Diazepam	5 amps
40.	Injection Drotaverine	5 amps
41.	Injection Frusemide	5 amps
42.	Inj Hydrocortisone 100 mg	5 vials

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43.	Inj Atropine 1 ml	5 amps
44.	Inj 25 % Dextrose	5 amps
45.	Inj. Ondansetron 4mg	5. amps
46.	Inj. Diclofenac sodium (1ml/75 mg)	5 amps
47.	Disposable Spirit Swabs	20 Nos.
48.	Inj Paracetamol (Plastic bottle)	2 amps
49.	Disposable sterile gloves 7 .5"	10 Nos
50.	B.P. Apparatus (aneroid type)	1 Nos
	Adult cuff	1 Nos
	Paediatric cuff	1Nos
51.	Stethoscope	1 Nos
52.	Tab Amlodipine (5 mg)	10 Nos
53.	Salbutamol metered dose inhaler	2 Nos
54.	Tab Non-enteric coated Aspirin 300-350 mg	10 tabs
55.	AED with 4 pads	1 Nos
56.	Newborn Delivery kit	2 Nos
57.	Hard Cervical collar	2 Nos
58.	Inj Adrenaline 1:1000	10 Nos
59.	Portable Oxygen Cylinder aluminium "AA" type reusable with accessories	2 Nos
60.	Flowmeter	2 Nos
61.	Oxygen Face mask with tubings	4 Nos
	Adult	2 Nos
	Paediatric	2 Nos
62.	Povidone Iodine lotion 100 ml	1 bottle
63.	Suction pump-foot/hand operated (portable)	1 No
64.	Suction Catheter	
	12"	10 Nos
	14"	10 Nos
65.	Band Aid Strips wash proof (1.9 x 7.2 cms)	20 Nos
66.	Surgi Pad 7.5 cms x 20 cm	10 Nos
67.	Anti –Inflammatory spray	1 No
68.	Antiseptic spray dressing	1No
69.	Pencil torch with batteries	1No
70.	Xylometazoline nasal drop (0.1%)	1 vial
71.	Intravenous Cannula 20 "24 "	5 each
72.	Laryngoscope with set of 3 different size blades with batteries	1 No
73.	Diclofenac Syrup	1 vial
74.	Anti-Spasmodic Syrup	1 vial
75.	Anti-spasmodic drop	1 vial
76.	Syp Paracetamol	5 Nos.
77.	Syp Domperidone	5 Nos
78.	Syp Pheniramine	5 Nos
79.	Ambu Bag Adult and child with mask	1 No each
80.	Endotracheal Tube disposable (sizes 3, 4, 5, 6, 7 mm)	2 Nos of each size
81.	Curved Artery Forceps 6 "	1 No
82.	Scissor Surgical Mayos 6 "	1 No

83.	Needle holder medium size straight	1 No
84.	Toothed dissecting forceps, medium size	1 No
85.	Chromic catgut 1-0 with cutting needle	2 Nos
86.	Silk sutures 1-0 with cutting needle	2 Nos
87.	Inj 2 % Xylocaine	2 vials
88.	Digital Thermometer	1No

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

(Dr. Prayeen Aggarwal) **Chairperson**

(Dr. L.R. Murmu) **Member**

(Dr. Rakesh Lodha) **Member**

(Dr. Atul Gupta) **Member**

(Dr. S. Singhal) **Member**

(Dr. Praval Pant) **Member**

(Dr. Abhinav Wankar) **Member Secy.**

(9)

Annexure-A No. 16

CENTRAL RLY.

Office of the Chief Medical Superintendant Divisional Railway Hospital Central Kalyan.

Ref. No. : DRH KYN / PIL / EMR / GC, CLA, VDLR, DR and MLND / 2017

Date : 04 /04/2017

The Director
Magicdil Healthcare LLP,
Vikas Centre, Dr. C. G. Road,
Near Vasant Cinema, Chembur (E),
Mumbai - 400 078.

Sir / Madam,

Sub. : **Letter of Acceptance for Expression of Interest for operation of emergency Medical Room at Vadala Road.**

Ref. : **Your offer dated 08/03/2017.**

Central Railway administration is pleased to inform you that, your offer of **Rs. 2,300/- (Rupees Two Thousand Three Hundred Only)** towards yearly license fees for the Operation of Emergency Medical Room at **Vadala Road Station** has been duly accepted by the competent Authority.

You are requested to start the service at the earliest, positively within 15 days.

The EMD of **Rs. 1,00,000/- (Rupees One Lacks Only)** submitted along with the EOI is converted into Security Deposit. The security deposit shall not carry any interest. The security deposit is refundable after successful completion of contract.

Until a formal Agreement is executed, the Terms and Conditions by which the contact will govern is enclosed herewith as **Annexure - I, II and III.**

Yours sincerely,

Chief Medical Superintendent Divisional
Railway Hospital Central Kalyan.

मुख्य चिकित्सा अधीक्षक
Chief Medical Superintendent
मध्य रेलवे हॉस्पिटल, कल्याण
Central Railway Divisional Hospital, Kalyan

(10)

Annexure III

Checked and vetted

SR Tawde
CHA/683
19/04

AGREEMENT

FOR

FOR OPERATION OF EMERGENCY MEDICAL ROOM

AT VADALA RD STATION, CENTRAL RAILWAY, MUMBAI

THIS AGREEMENT made this THWS day of 20th April, 20[illegible] between the Central Railway, having its Headquarter Office it CSTM Mumbai-400 001 and represented by Chief Medical Superintendent, Divisional Railway Hospital, Kalyan, herein afterwards called the "Railway Administration" (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representatives, successors and assigns) of the one part, and Magicdil Healthcare represented by Medical Superintendent/Administrator of the other part hereinafter 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 Licensee)

For M.D.C. Co-Op. Bank Ltd. Mumbai District Central Co-Op. Bank Ltd. Fort Branch, Murphee Bank Bhavan, 29-D.D.N. Road, Fort, Mumbai-400001.
Mr. A. V. TIWARI
Authorised Signatory

भारत 85640 INDIA NON JUDICIAL Rs 600 SIX HUNDRED RUPEES MAHARASHTRA 155264 SPECIAL ADHESIVE STAMP DUTY APR 19 2017

DOCTOR
MAGICDIL HEALTH LLP

मुख्य चिकित्सा अधीक्षक
Chief Medical Superintendent
मध्य रेलवे हॉस्पिटल, कल्याण
Central Railway Divisional Hospital, Kalyan

(17)

16/2

WHEREAS the Authority is entitled in "Law" to grant License at its VADALA ROAD 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 hereunder and in the plan annexed to this agreement, hereinafter referred to as the Premises.

WHEREAS the Emergency Medical Service Provider i.e. Magicdil Health LLP. 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 MAY 2017 to APRIL 2022 unless terminated earlier on account of following :

   a) By giving 60 days notice in writing from either side without assigning any reason.

   b) Terminated by Railway Administration on a short notice on 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.** 2300/- **(Rupees** Two thousand three Hundred **Only)** on or before **15th day** of English Calendar month preceding the quarter to which it relates.
3. That the Emergency Medical Service Provider shall pay all rates, assessments, outgoings and other taxes including Service Tax as leviable on the Licensee 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 **"CHIEF CASHIER, CENTRAL RAILWAY, MUMBAI CST".**

DOCTOR ... LLP

मुख्य चिकित्सा अधीक्षक
Chief Medical Superintendent

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 Central Railway credit policy, on all delayed payments without prejudice to the Railway Administration's other rights and remedies.
6. The EMD of Rs. 1 lakh submitted along with the Tender is converted into Security Deposit. The Security Deposit shall not carry any interest. The Security Deposit is refundable after successful completion of contract. In the event of the Licensee committing any breach of the Terms and Conditions herein. 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 forfeited 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 train/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 one/two trained Paramedical staff shall be made available by the Emergency Service provider.
9. The Licensee shall arrange to assist the station authorities in bringing the victim from site to EMR, as per requirement.
10. Railway Administration shall provide the space for Emergency Medical Room with necessary furniture. The Emergency Service Provider shall not have any claim on the Railway Property /

DOCTOR
MAGICDIL HEALTH LLP

मुख्य चिकित्सा अधीक्षक
Chief Medical Superintendent
मध्य रेलवे हॉस्पिटल, कल्याण
Central Railway Divisional Hospital, Kalyan

Premises whatsoever. Electricity and water shall be provided by the Railway Administration free of cost.

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 incharge shall organise 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, Anaesthetist, Physician, Surgeon, Orthopaedist, trained Paramedical staff, ICU, CITI Scan, MRI etc. are available for further medical treatment to save the valuable life. Arrangements of ambulance shall be ensured by the Emergency Service Provider, using the services of 108 Ambulance service or any other means with trained Doctors who can give basic life 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 Centers 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 emerge medical treatment /First Aid required to save the life of the bonafi 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 medicines /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 cost of treatment of the bonafide injured Railway passengers at the nearest Private hospital, if Govt./Civil Hospital are not located nearby, shall be borne by the Railways at prevalent Central Government Health Services (CGHS) rates for the initial 48 hrs or till the patient stabilises, whichever is earlier.

16. The onus of mis-management or any medico legal aspect shall lie with the Licensee.

17. The Licensee shall stock all essential medicines which could be required in case of emergency/trauma care.

18. The licensee shall make all arrangement for safe keep of the severed limb and shall arrange to send it alongwith the injured to the hospital in safe preserved manner as required under medical practice i.e. with ice packs etc.

19. 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 passengers/commuters. The medicines/injections etc. required for the treatment of the bonafide injured railway passengers shall be provided Free of Cost only.

20. 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.

21. 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 Licensee on quarterly basis to Chief Medical Superintendent, Kalyan.

22. 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 Central Railway specifications at strategic locations depicting "MEDICAL FACILITY PROVIDED BY MAGICDIL HEALTH LLP IN THE NAME & STYLE ONERUPEECLINIC IN ASSOCIATION WITH 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.

23. 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 utilise 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.

24. The Licensee shall not erect or display any advertisement or signboard except after obtaining the prior approval in writing from Railway Administration.

25. All times during the currency of the Agreement it shall be the responsibility of the Licensee to obtain proper 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.

26. The Emergency Service Provider should ensure that the disposal of Bio-Medical wastes is done through nearest Health Unit.

27. That the Emergency Medical Service provider shall equip himself with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject license.

28. That the Emergency Medical Service provider shall maintain such regular and proper account books along with other supporting documents regarding sales effected by the licensee 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.

29. 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.

30. 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 premises and authority shall not be responsible for any loss or damage caused to the licensee on any accounts whatsoever.

31. That the Railway Administration reserves to itself the right to change the location of the premises 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 premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation.

32. 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 Thane Railway station and for no other purpose.

33. The Emergency Medical Service provider shall not erect, or display any advertisement or signboards except after obtaining the prior approval in writing of the Authority.

34. The Emergency Medical Service provider shall not terminate the 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.

35. 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 or damages and also forfeit in full or in part the amount deposited by the licensee for due performance of Agreement.

36. 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.

37. 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 from or by the Railway Administration or any person claiming under the Authority

38. 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 authorised 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 or sent by Registered post to the Railway Administrion should invariably acknowledge the notice. The

period of notice given under this Agreement will count from the date of receipt of notice by either side.

39. 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.

40. The Licensee shall use the premises only for the purpose indicated in this Agreement and for no other purpose whatsoever

41. The Licensee, his agents and servants shall observe, perform and comply with all rules and regulations of the shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and 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.

42. The Licensee shall indemnify the Authority from/ 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.

43. The authority shall not be responsible in any way for loss or damage by any means causes to the Licensee's stock or property.

44. The Licensee shall at his own cost maintain the premises in a proper state of cleanliness and abide by such directions as may be given by the Authority and such other departments as may be entrusted by the rules and regulations 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 upto 7 days and thereafter Rs. 1000/- per day and can take other actions including termination of the license.

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45. 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 beat 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 of points or routes of entry to and exit from the premises and in respect of 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.

46. The Railway Administration, its servants and agents shall at all times have the absolute right of entry into the said premises.

47. The award letter no. DRM KYN/PI LIEMR/GC, CLA, VDLR, DR, and MLND/2017 dated 04/04/2017 shall also form a part of the license agreement.

48. 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 conditions of the license Agreement, the 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 or in part the amount deposited by the licensee for due performance of Agreement.

49. 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.

50. **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 Officer to be appointed as the Arbitrator by the General Manager, Central Railway. The officer 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 Arbitration shall be borne by the respective party. The cost of Arbitrator 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 Arbitration Act, 1996 land the rules there under and any statutory modifications thereof 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.

51. The Policy Guidelines of Ministry of Railways on the subject if any in future, shall be applicable.

52. SCHEDULE OF PREMISES

1. Space measuring : STRUCTURE OF 20 Sqr. mtr.
2. Location at : _____
3. Purpose : Operation of Medical Emergency small pharmacy and small portable laboratory.

Signature:	Signature:
Name: Dr. Amol Ghule Dr. Pooja Banger	Name:
Desgn: Partners	Desgn.:
Seal: DOCTOR MAGICDIL HEALTH LLP	मुख्य चिकित्सा अधीक्षक Chief Medical Superintendent मध्य रेलवे हॉस्पिटल, कल्याण Central Railway Divisional Hospital, Kalyan
WITNESSES. Yashwant D. Rende 1. Rende 2.	WITNESSES. 1. 2.

cond

मुख्य चिकित्सा अधीक्षक
Chief Medical Superintendent Divisional Railway Hospital, Kalyan
Chief Medical Superintendent
मध्य रेलवे हॉस्पिटल, कल्याण
Central Railway Divisional Hospital, Kalyan

S R Tawade
CLAIMS