



AMITY UNIVERSITY

— R A J A S T H A N —

Health Care Services

Link of the Website

<https://www.amity.edu/jaipur/other-facilities>

Contracts and other details is as on the next page -



CONTRACT : MEDICAL INSPECTION ROOM

This agreement is executed at JAIPUR on this 16th day of January 2023, to be effective from **01st December 22 to 30th November 2023.**

Between:

Amity University Rajasthan having residential Campus at Kant Kalwar, NH 11C , Jaipur-Delhi Highway, Jaipur -303002 hereinafter referred as "First Party".

And

Dr. Amit Bhatnagar (HUF), having his residence at 291B, Guru Jambheshwar Nagar, Lane No - 8, Vaishali Nagar, Jaipur hereinafter referred as "Service Provider". (PAN No AAPHA5511F)

WHEREAS the First party wishes to engage the Service Provider to run the Medical Inspection Room Services in the campus of First Party and the Service Provider is also desirous to provide the said services to the First Party.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED TO AND BY THE PARTIES HERETO AS UNDER:

1. NATURE OF RELATIONSHIP: The Service Provider is engaged as an independent contractor and relationship between the First Party and the Service Provider must not be construed as partnership or joint venture.

2. TERMS OF THIS AGREEMENT:

(a) This Agreement shall be valid w.e.f. 01 Dec 2022 and shall remain in force till 30th November 23.

(b) After expiry of the term of this Agreement, same may be extended for a further specified period unless either of the party is not desirous of renewing the same. The terms and conditions may undergo a change as per requirement for extension.

3. SCOPE OF SERVICES:

The scope of services shall be to run the M. I. Room of first party at Jaipur campus.

4. TERMS OF SERVICE

(a) The doctor should be MBBS with at least 2-3 years' experience and should not be in internship period.

(b) Profile and qualification details of all M. I. Room staff to be submitted to the management of Jaipur campus. M. I. Room staff should have an experience of at least 2 - 3 years and should not be in internship period.

Contd....2/-

23 JAN 2023

क्रमांक 2275 दिनांक

मुद्रांक पत्र

क्रमांक 31-10-2022/2023

पता

वास्ते

हस्ताक्षर हैता

हस्ताक्षर हैता
राजेश कुमार
स्टाम्प निकेता (अ. नं. 102)
F-260, वैशाली नगर, जयपुर

<p>हस्ताक्षर स्वरूप केन्द्र</p>	<p>30/-</p>
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(c) Staff of M. I. Room should be appropriately dressed like wearing of apron and gloves while carrying out treatment/examination in the M. I. Room.

5. **COMMERCIAL TERMS :**

(a) The Service Provider shall appoint, his staff to ensure 24 x 7 manning of the MI room. He will also ensure adequate rest for the staff and weekly offs to them without hampering the manning of MI room. One nursing staff will necessarily have to be a lady nurse and will have to reside in the Girl's Hostel in the accommodation provided. She should be available for the girl students residing in the hostel in case of any emergency. The combination of manning in the MI room can be worked out by the service provider, for the 24 hrs period. However, female girl student patients will be attended in the presence of the female nursing staff only.

(b) A Medical Officer should be available for consultation 24x6 days in a week, from Monday to Saturday. Sunday will be an off day, however, he will be required to attend to emergencies. The vendor can make alternate arrangements of another doctor to be available within one hour. Notwithstanding the above, weekly off day can also be decided mutually by the two parties.

(c) Free accommodation for the Medical Officer and Nursing Staff will be provided at the Campus. This will ensure availability in case of any emergency after specified working hours.

(d) The service provider will be responsible for first aid and to always keep available the required medicines for first aid.

(e) In M. I. Room elementary treatment and first aid will be given, no emergency will be handled unless time is extremely short & it becomes a necessity. Ambulance of first party will be used for casualty evacuation/referral cases. A nursing assistant will accompany all critical/serious cases to hospital.

(f) Service provider will also keep stock of generic/branded medicines in the MI Room, wherein students/faculty and staff may purchase the same at their own will. 10% discount will be provided on MRP. No free medicine will be provided in MI Room. Service provider will give the emergency dose also on payment. In case the student/faculty/staff are prescribed additional medicine, then it is their choice as to whether they buy it from the service provider/outside pharmacist.

(g) The Service Provider will arrange visit of Medical Specialist, Obs & Gynecologist twice a month. The visits will be usually on Sundays however the same could be changed with mutual consent.

h) Free health checkup camps to be held once in a month.

(i) Free Blood Sugar and ECG facility (24 Hrs) will be provided by the service provider, *on days of camp days.*

(j) The service provider will provide on call emergency specialty services and also Ambulance services in emergencies.

(kl) In emergency cases if any student admitted in the hospitals of service provider, the service provider will less 30% charges (excluding medicine 10% less) in the bill.

(l) The service provider will provide specific equipment like BP apparatus, Nebulizer, Blood Sugar, Pulseoximeter and other supportive instruments as required. Also provide Free consultation and medical camp by MD Physician frequently with one of the below listed facility :-

(i) ECG

(ii) Blood Sugar and some other investigations.

(iii) Spirometry (used to measure lungs function to assess Asthma, COPD for smokers and allergic patients).

(iv) Neuropathy (for chronic diabetic patients).

(m) The vendor will also provide an oxygen concentrator and ECG Machine.

(n) All registration and other documents of the doctor/para medical staff will be made available by the service provider for verification.

6. **Quality Assurance.**

- (a) Service provider will intimate mobile number of Doctor.
- (b) All staff will be in uniform.
- (c) Service provider will install CCTV in the Medical Room.
- (d) Weight Machine to be provided by Service Provider.
- (e) The following facilities will be provided by the first Party :-
 - (i) Internet in MI Room
 - (ii) Accommodation (Free) and laundry facility(on payment) for Doctor and Nurse.
 - (iii) Emergency medicines and usable items.
 - (iv) Patient Bed and Mattress with bed sheets and Pillows, curtains with laundry facility.
 - (v) Water and Electricity Supply
 - (vi) Oxygen Cylinders. Vendor to provide oxygen concentrator.
 - (vii) Furniture and Cup Boards.
 - (viii) Medical Instrument Tray.
 - (ix) Fridge for keeping sensitive medicines.
 - (x) PC

7. **(a) Payment Terms :**

The First Party will pay a consolidated amount Rs. 141750/- + GST per month (including charges for two physician, two Gynaecologist visits and one health check up camp in a month) for the aforesaid services against the submission of bill for the respective month, after deducting the statutory taxes as per law. The monthly bill of the current month duly supported by the corresponding attendance sheet (Photocopy) of MI Room Doctor and Staff must be submitted with the MI Room in charge on or before 5th of the following month duly signed by the MI Room Doctor.

(b) Penalty Clause :

In case of the following cases/circumstances, if the Management finds it true after conducting investigation, the Management of first party will impose suitable/proportionate penalty on the service provider. The penalty as imposed, will be deducted from the monthly bill, raised by the service provider:-

- (i) Penalty for any complaint of medical neglect like not attending the patient properly/sincerely.
- (ii) Delivering to or treating the patient with expired medicines/injection/ointment/drops etc.
- (iii) Lapses in services as per contract eg.
 - (aa) Absence of MI Room doctor beyond the weekly off, without a reliever being provided.
 - (ab) Doctor/Nursing Staff not on duty during duty Hrs in MI Room as laid down.
 - (ac) Any other negligence on the part of the Doctor/Nursing Staff on duty in MI Room.

8. **ELECTRICITY CHARGES & EQUIPMENT.** One Fridge and one AC will be installed in the MI Room by the University. All electricity charges as per actual consumption in M. I. Room will be borne by the University.

9. **Uniform Washing :** The uniform of Nursing Assistant and bed sheets of MI room will be washed at Campus Laundry free of charge.

10. **PERSONNEL AND COMPLIANCE WITH APPLICABLE LABOUR LAWS :**

- (a) It shall be the Service Provider's responsibility to supervise, direct and train his personnel. He will appoint competent and experienced staff in MI Room

(b) The Service Provider shall provide replacement during leave/sickness of any of the above essential staff. He will ensure all released labour laws are strictly implemented in M.I. Room.

(c) M. I. Room employees, agents and contractors are solely the employees, agents or contractors of the Service Provider and must not be considered to be the employees, agents or contractors of the first party. Compliance of all labour laws and payment of ESI & other charges as applicable will be the responsibility of the Service Provider.

11. **Statutory Compliance.** That the Second Party shall be responsible for the complete management and control of the MI Room and the Second Party shall scrupulously observe and follow all standards prescribed under the provisions of all labor laws, rules and regulations as are in force or introduced from time to time with respect to employment of personnel, payment of wages, compensation, welfare etc. all laws relating to GST, PF and ESI etc., and the First Party shall not in any manner be responsible or liable thereof.
12. **FIRE SAFETY.** Fire precautions and safety drills as intimated by first party should be continuously followed.
13. **Force Majeure.** First party shall in no way be responsible for any failure or losses suffered by second party due to any of the following clauses : Act of God, accident, riot , epidemic, action of war or terrorism, disturbance, communication breakdown etc.
14. **HYGIENE REGULATIONS:** The Service Provider shall supervise and ensure hygiene of the M. I. Room area. Housekeeping/maintenance of services of the premises will be under arrangements of the first party.
15. **TERMINATION:** The First Party or the Service Provider can terminate this agreement by giving 30 days prior notice to the other party without assigning any reason.
16. All disputes between both parties (i.e. First & Service Provider) will be subject to Jurisdiction of Jaipur City (Rajasthan).

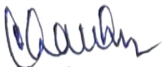


Gp Capt (Retd.) A Mudaliar
Director Administration
AMITY University Rajasthan
(Authorised Signatory)



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WITNESS :-



Vikas Chauhan, Dy. Director - Admin
Amity University Rajasthan, Jaipur