

Issued to M/s. _____

REQUEST FOR PROPOSAL
FOR
HIRING OF TAXI FOR SPMU, NHM-U.P.



RFP Reference: SPMU/PROC/TAXI/HQ/2015-16/04 dated 01.04.2016

NATIONAL HEALTH MISSION, UTTAR PRADESH

Mission Director, NHM

19-A Vishal Complex, Vidhan Sabha Marg

Lucknow (U.P.) India

STATE PROGRAMME MANAGEMENT UNIT,
NATIONAL HEALTH MISSION, U.P.
19- VISHAL COMPLEX, VIDHAN SABHA MARG, LUCKNOW
TENDER DOCUMENT FOR
Hiring of Compact Sedan diesel cars on monthly/ daily basis
INVITATION TO BID

Sealed Bids are invited from firms (on official letterheads) duly filled in Annexure- A & B for award of Hiring of cars on monthly/ daily basis and for at SPMU, NHM Uttar Pradesh, Lucknow.

S No.	Description of work	Type of vehicle	Estimated cost	EMD	Last date & Time of sale of bidding documents	Last date & time of bid submission	Date & Time of Bid Opening
1	Hiring of 30 nos. cars on monthly/ daily basis	Compact sedan (Tata Indigo)	10000000.00	200000.00	13.04.2016	18.04.2016 till 11.00 am	18.04.2016 till 03.00 pm
		Sedan (Swift Dzire/Toyota ETIOS, Mahindra Verito, etc.)					
	On requirement	Outstation taxis					

Tender form along with details of conditions can be obtained from the office on any working day from 2:00 P.M. to 4:00 P.M. on payment of non refundable fee of Rs. 1000/- (Rupees One Thousand only) by way of Demand Draft/ Bankers cheque drawn in favour of State Health Society, Uttar Pradesh payable at Lucknow, mentioning name and full postal address of the firm. Tender form can also be downloaded from the website upnrhm.gov.in. Such bidders, downloading the form from website will have to submit tender fees in the form of Demand Draft/ Bankers Cheque in favour of State Health Society, Uttar Pradesh payable at Lucknow along with tender document. Rates of type of vehicle shall be quoted separately for monthly and daily basis as per format provided in **Annexure B**

1. The Service Provider is required to submit the Technical and Financial Bid in two separate sealed covers clearly super scribed "Technical Bid for "Hiring of Diesel cars on monthly/ daily basis" and "Financial Bid for "Hiring of Diesel cars on monthly/ daily basis". The Bids in a sealed cover super scribed "Bids for "Hiring of Diesel cars on monthly/ daily basis" should reach the office of "Mission Director, National Health Mission, Uttar Pradesh, 19-A Vishal Complex, Vidhan Sabha Marg, Lucknow- 226001" before **11.00 am on 18.04.2016**.
2. Technical Bids will be opened at **03.00 pm on 18.04.2016**, in the presence of such bidders or their duly authorized representatives as may be present. As a token of acceptance of all the terms and condition mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Tenders of unsigned documents will be rejected. The price bid of those bidders will be opened who fulfill all the requirements of the technical bid.

MISSION DIRECTOR,
NATIONAL HEALTH MISSION- U.P.

TENDER DATA

1.	Purpose of RFP	“Hiring of Compact Sedan diesel cars (Tata /Indigo/ /Swift Dzire/Verito , etc.) on monthly/ daily basis”
2.	Tender No and Date of Issue	SPMU/PROC/TAXI/HQ/2015-16/01 Dated- 01.04.2016
3.	Earnest Money Deposit	Rs.2,00,000/- (Rupees Two lacs only)
4.	Tender Fee	Rs. 1000.00 (Rupees Only Thousand only)
5.	Last Date for Submission	18.04.2016 till 11.00 am
6.	Bid Validity	90 days from the date of submission of the bid
7.	Address for Submission	Mission Director , NHM U.P. State Programme Management Unit 19 A,Vishal Complex , Vidhan Sabha Marg Lucknow-226001
8.	Date of Opening of Technical bid	18.04.2016 at 03.00 pm
9.	Date of Opening of commercial bid	To be notified at a later date after the Technical evaluation is completed. Shortlisted Service Provider shall be notified in writing or through mail.
10.	Contact for any queries	gmiepro.nrhmun@gmail.com

Eligibility Criteria

- Service Provider should be a registered travel agency with RTO and its registered office should be located at Lucknow.
- Taxis should be registered as taxi with RTO with valid permit.
- Service Provider should be registered with Service Tax Department / Income Tax Department.
- Service Provider with annual turnover of Rs-30 lacs or above in last three years i.e. FY 2012-13, 2013-14, 2014-15.
- Service Providers that are providing similar services to reputed institutions/ govt. departments (copy of Service contracts are to be enclosed)
- Experience with government departments / public sector undertakings shall be given preference.
- Drivers provided shall have valid driving license.

Sub Contracting: The bidder may engage sub contractors meeting the eligibility criteria and terms and conditions set in bidding documents to provide the services required. However the percentage of subcontracting allowed will be 40% only. The evaluation of bid will take into consideration the subcontractors nominated in the bid. The bidder shall provide a notarized affidavit that the subcontractor has not been nominated for bidders other than itself in this tender. The bidder may nominate the names of drivers of sub contractor and taxi registered in the name of sub contractor to meet the Technical Qualification criteria.

The Bidder shall provide a detailed list of all nominated sub-contractors and a record of their experience and qualifications as desired in technical qualification criteria.

The SPMU, NHM- U.P., may require the Bidders to provide more information about sub-contractors nominated in their Bids. If NHM U.P. Determines that any nominated sub-contractor is ineligible or unsuitable to carry out the assigned task, the NHM U.P may request the Applicant to propose an acceptable substitute.

Bidders will not be permitted to change the sub-contractors nominated in their Bids without the prior written consent of the SPMU, NHM- U.P.

A list of all nominated sub-contractors and a detailed description of the services to be carried out by the nominated sub-contractors shall be provided by the bidder. The Bidder shall provide the name and address of all nominated sub-contractors.

If the Bidder proposes to use nominated sub-contractors, the following information should also be supplied for the sub-contractor(s).

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

TERMS AND CONDITIONS

1. The 'TECHNICAL BID' must contain the following.

- a) Brief profile of the Service Provider and sub contractors..
 - b) Attested copy of registration as travel agency
 - c) Attested photocopy of Audited Balance Sheet with P&L account for the last three years for turnover / financial status etc.
 - d) Attested photocopy of Taxi registration (RC) of 18 or more cars in the name of owner and remaining 12 cars in the name of partner agency or others., make model should be 2011 or later.
 - e) Attested photocopy of paper regarding Insurance of all the vehicles.
 - f) Attested Photocopy of commercial permit of all the vehicles, make model should be 2011 or later.
 - g) EMD for Rs 2,00,000/- (Two lacs only) in the shape of DD/ Bankers Cheque or pay order drawn on any bank, in favour of "State Health Society Uttar Pradesh" payable at Lucknow.
 - h) Affidavit from Notary about non-blacklisting of your agency and subcontractors as per format provided at annexure -E
 - i) RFP document duly signed and stamped by the bidder as a token of acceptance to all our terms and conditions.
 - j) List of Departments where worked during the last one year
 - k) Attested copy of PAN Card & Registration with Service Tax department.
 - l) ANTI-COLLUSION CERTIFICATE on the letter head as per format provided at annexure -E
2. The bidder should quote the rates in figures as well as in words. Alteration, if any, unless legibly attested by the supplier, with their full signatures shall invalidate the bid. Each page of document should be signed by the supplier himself/themselves or his/their authorized agent on his/ their behalf. In case the agent signs the document, the authority letter in his favour must be enclosed with the quotation.
 3. The bidder should take care that the rates /amounts are written in such a way that interpolation is not possible. No blank should be left which would otherwise make the bid liable for rejection.
 4. The price offered by the bidder shall be valid for a minimum period of 01 years from the date of issue of award of contract and it's acceptance by the agency.
 5. The tenure of the hiring of services can be extended for a further period of 2 years on annual performance basis on the same terms and conditions provided both parties are agreeable to the same.
 6. The agency submitting his bid would be deemed to have considered and accepted all the terms and conditions. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the bids.
 7. SPMU-NHM reserves the right to cancel/reject full or any part of the tender, without assigning any reason.
 8. Except with prior permission of SPMU-NHM, the bidder shall not assign the work to any other /firm/ agency, unless permission in writing is taken from SPMU-NHM.
 9. Any action on the part of the bidder to influence anybody of SPMU-NHM will make his bid liable to rejection.
 10. SPMU-NHM may, in writing, make any revision or change in the order, including additions or deletions from the quantities mentioned in the tender document that shall be communicated by SPMU-NHM.
 11. SPMU-NHM reserves the right to cancel the rate contract in whole or any part thereof and shall be entitled to revise the rate contract wholly or in part by a written notice to the selected agency bidder, if:-
 - (a) The agency fails to comply with the terms of the order including specifications and other requirements;
 - (b) The agency becomes bankrupt or goes into liquidation;
 - (c) The agency fails to provide the cars on time.
 - (d) a receiver is appointed for any of the property owned by the agency
 12. Upon receipt of the said cancellation notice, the agency shall not provide any services connected with the rate contract.

13. The Service Provider must have been actively engaged in the execution of a minimum of two contracts of a similar services and complexity comparable to this tender within the last five years immediately prior to the submission of the Bid.
14. Earnest money of Rs.2,00,000/- (Rs.Two lacs only)shall be paid in the shape of bank draft/Bankers Cheque drawn on any nationalised bank in favour of “State Health Society Uttar Pradesh”, payable at Lucknow valid for 90 days from the date of opening of technical bids , along with Technical Bid. SPMU-NHM reserves the right to forfeit the earnest money if any wrong declaration/ commitment by the bidder is found at any stage or fails to execute the rate contract, if awarded
15. The security /EMD furnished by the bidders will bear no interest. The EMD of unsuccessful bidders shall be returned back within 30 days of opening of financial bids and of successful bidders will be returned upon submission of Performance Security as mentioned in clause 28.
16. The price shall remain firm and will not be subject to escalation of any description during the execution of the rate contract. The rate/s offered by you shall include all applicable taxes/duties (Central and State) as per given scope of works. Also the rate/s offered by you shall be inclusive of all fuel charges, cost of driver and maintenance charges of the cars provided by you and no other charges will be payable to you by SPMU-NHM. There will be no change in the price in respect to change in the cost of materials, labour / transportation and/or variations in taxes, duties and other levies on raw materials and components that may take place while the rate contract is under execution, even if the execution of the contract is delayed beyond the period mutually agreed upon. However incase of increase or decrease in diesel prices, price escalation clause as per clause 30 will be applicable.
17. SPMU, NHM may at its discretion increase or decrease the no. of taxis running daily by quantity equal to 25% of the required 30 taxis.
18. The taxis provided by the successful bidder shall be strictly in accordance with specifications and scope of works stated, any alterations of those conditions shall not be made without consent of SPMU-NHM in writing. Any unauthorized deviation from the quality of the taxis as well as scope of works shall not be permitted.
19. Payment shall be released on monthly basis for monthly taxis. For outstation /Local taxis the payment shall be released against submission of bill fortnightly along with copy of log book/ duty slip duly signed by the officers using the taxi.
20. SPMU-NHM reserves the right to empanel any number of suitable agencies at the lowest responsive rates after negotiation.
21. In case of any complaint by the user of the taxi, suitable penalty shall be imposed as decided by SPMU-NHM.
21. Parking and toll tax will be paid extra on production of receipts.
22. The driver and taxi assigned to an officer cannot be changed without prior permission of the officer concerned.
23. The agency will ensure that there is enough fuel in the taxi and our officer should not be asked for cash for the same.
24. The Attested photocopy of driving license of the drivers shall be submitted to us.
25. TDS as applicable will be deducted at source as per Income Tax Act.
26. The schedule and time communicated by SPMU-NHM shall be strictly followed by the selected agency. In case of delay in executions of the order beyond the schedule time, SPMU-NHM reserves the right to
 - (a) Hire the taxi elsewhere at the cost and risk of the agency plus Rs. 1000/- per day shall be deducted from the bill as penalty
 - (b) Cancel the contract without prejudice to the right under (a) at above and also forfeit the earnest money / security deposit.

Settlement of Disputes

Amicable Settlement:-

- The parties shall use their best efforts to settle amicably all disputes arising out of, or in connection with this Contract.

Arbitration:-

- If any dispute arises between the parties in connection with or arise out of, the Contract which is not resolved amicably within the period of 30 days, thereafter matter shall be referred to the Arbitration within two weeks by either of the parties under the provision of Arbitration and Conciliation Act, 1996.
- The place of arbitration shall be, in Lucknow, Uttar Pradesh.

27. Conditional bids shall not be considered and will be outrightly rejected in every instance.

28. **Performance Security** The successful tenderer will have to deposit performance security of Rs. 10,00,000/- (Rs. Ten lakhs only) in the form of Bankers cheque/Demand Draft/Bank Guarantee of a reputed Bank within 7 days from award of Contract along with Service Contract Agreement as in **Annexure F**. The performance bank guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the firm. In case the contract is further extended beyond the initial period, the performance bank guarantee will have to be accordingly renewed by the successful tenderer.

29. The Price Adjustment in case of Fuel hike/reduction will be as per Adjustment formula at **Annexure C**. For the purpose of Price Adjustment the fuel component is considered as 40% of the running cost.

30. The Service Provider will indemnify SPMU, NHM, UP, Lucknow to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. due to Agencies' violation of any patents and copy rights.

31. SPMU, NHM, UP, Lucknow can terminate the services contract, for, at anytime by giving one month notice for repeated breach of the Service Levels or Terms and Conditions, as provided in the Service Level Agreement, by the Service Provider.

32. **FORCE MAJEURE:** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

33. **JURISDICTION:** The courts at Lucknow alone shall have the jurisdiction in any matter arising out of Correlating to this tender.

Scope of Work

Sl. No.	Particulars	Scope of works
1.	<p>Monthly Taxis (AC / Non-AC)</p> <p>Compact Sedan (Indigo/ Verito /Dezire etc.) (One Rate for all)</p> <p>Model 2011 and later</p>	<ul style="list-style-type: none"> • Timing – 12 hours per day • Reporting – Full month (irrespective of holidays/weekends) • Meter reading – From Garage to garage (maximum 20 km extra will be allowed to and fro from garage to work place per day apart from actual meter reading) • Minimum kms per month - 1600 • Log book/Duty slip – giving full details of time, mileage etc. and signed by concerned officer. • White seat covers shall be provided with all taxis • Seat covers must be changed and washed regularly • Meter shall be in proper working condition & Log Book should be maintained by the driver • The driver and taxi assigned to an officer cannot be changed without prior permission of the officer concerned. • The drivers of all vehicles shall wear proper uniform. • In case of vehicle is under repair or has met with an accident, the service provider shall immediately provide alternative vehicle, failing which SPMU NHM shall deduct a sum of Rs. 1000/- and shall also recover the cost incurred by SPMU for hiring alternative vehicle from the market from the contracted amount
2	<p>Outstation Taxis (AC and Non-AC)</p> <p>(minimum 200 kms. per day)</p>	<ul style="list-style-type: none"> • Beyond 200 kms. the rate shall be applicable on per km. basis • Night halt charges shall be applicable • Duty slip – giving full details of time, mileage etc. and signed by concerned officer.
3.	<p>Local taxis (AC and Non-AC)</p>	<ul style="list-style-type: none"> • Full Day (12 Hrs 80 kms) • Half Day (4 Hrs 40 kms) • Quarter Day (2 Hrs 20 kms) • Rate per km beyond 80 km • Rate per hr. beyond 12 hrs. • Airport Pickup • Airport Drop • Railway Pickup • Railway Drop
4	<p>General Conditions for Monthly, outstation and local taxis</p>	<ul style="list-style-type: none"> • The agency will ensure that there is enough fuel in the taxi and our officer should not be asked for cash for the same. • The attested photocopy of driving license of the drivers shall be submitted to us. • The taxis should be available for inspection on request before assigning the contract.

		<ul style="list-style-type: none"> • Mobile/telephone numbers of drivers of monthly taxis should be provided to the user/officer concerned and the driver of the taxi is required to be in contact with the user/officer directly once in the morning and once in the evening • The driver and taxi assigned to user/officer in case of monthly taxis cannot be changed without prior permission of the user/officer concerned.
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EVALUATION OF BIDS

1. TECHNICAL BID EVALUATION

- a) The Technical Bid form is given in Annexure – I which shall be used by the bidder to provide the technical bid pertaining to the bidder’s firm/company.
- b) SPMU, NHM, UP, Lucknow will review the technical bids of the bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the discretion of SPMU, NHM, UP, Lucknow.
- c) SPMU, NHM, UP, Lucknow may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.
- d) Technical evaluation would be carried out and all bidders who qualify the technical evaluation will be short listed for commercial evaluation.

2. FINANCIAL BID EVALUATION

- a) The Financial Bid form is given in Annexure – II which shall be used by the bidder to provide the financial bid pertaining to the bidder’s firm/company.
- b) SPMU, NHM, UP, Lucknow will award the contract to the successful bidder (s) whose bid is determined to be substantially responsive and has been determined as the Lowest Financial bid (L1).

c) Arithmetic errors correction:

Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:

- If there is discrepancy in the unit price quoted in figures and words, the unit price or in words, shall be taken as correct.

d) SPMU, NHM, UP, Lucknow may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

e) Sub-contracting:

After award of the Contract, the subcontracting of any part of the work, except for those sub-contractors nominated in the Bid, shall require the prior written consent of the SPMU, NHM-U.P. Notwithstanding such consent, the operator shall remain responsible for the acts, defaults, and neglects of all sub-contractors during Contract implementation.

STATE PROGRAMME MANAGEMENT UNIT,
NATIONAL HEALTH MISSION,U.P.
19A,VIDHAN SABHA MARG, LUCKNOW

Technical Bid Evaluation Form for Rate contract of Taxis

Under RFP no. SPMU/PRO /HQ-Taxi/2015-16/04

Dated- 01.04.2016

Sl. No.	Particulars	Response (Yes/No)	Page No.	
			From	To
1	EMD for Rs.2,00,000/- (Rs-Two Lacs only) in the shape of DD or pay Order drawn on any bank, in favour of State Health Society, Uttar Pradesh payable at Lucknow.			
2	Brief profile of the agency and sub contractors			
3	Attested copy of registration of travel agency and sub contractors			
4	Attested photocopy of Audited Balance Sheet with annual turnover of Rs. 30,00,000/- or above in last three years.			
5	Attested photocopy of Taxi registration as tourist permit from RTO, make model should be 2011 or later.(Including that of sub contractors)			
6	Attested photocopy of papers regarding Insurance and Fitness for all vehicles.			
7	Affidavit from Notary about non-blacklisting of your agency & subcontractors proposed.			
8	Short-term Tender document duly signed and stamped by the bidder as a token of acceptance to all our terms and conditions.			
9	List of Departments and Govt. establishments where worked during the last one year			
10	Attested copy of PAN Card & Registration with Service Tax Department			
11	Details of Subcontracting			
12	Whether 60% vehicles are owned by the bidder.			
13	ANTI-COLLUSION CERTIFICATE			

Signature of authorized signatory

Name of the firm

Address

Phone Number

ANNEXURE- B

Financial Bid
For Rate contract of Taxis
RFP no. SPMU/PRO /HQ-Taxi/2015-16/04 Dated- 01.04.2016
For Compact Sedan(Indigo/ /Verito/Dezire etc.)
(One Rate for all)

Sl. No.	MONTHLY TAXIS	AC	Non-AC
	Particulars	Rate	Rate
1	Monthly rental (12 Hours Daily Full month & minimum 1600 kms) garage to garage		
2	Rate per extra km (after 1600 kms)		
3	Rate per extra Hour (after 12 hours per day)		
4	Rate of Night Halt (after 11.00 p.m and before 5.00 a.m.)		

Sl. No.	OUTSTATION TAXIS	AC	Non-AC
	Particulars	Rate	Rate
1	Rate up to 200 Km per day		
2	Rate per Km beyond 200 km		
3	Night Halt Charges		

Sl. No.	LOCAL TAXIS	AC	Non-AC
	Particulars	Rate	Rate
1	Full Day Charges (12 Hrs 80 Kms)		
2	Half Day Charges (4 Hrs 40 Kms)		
3	Quarter Day Charges (2 Hrs 20 Kms)		
4	Rate per Km beyond 80 Kms		
5	Rate per Hour beyond 12 Hrs		
5	Airport Pickup		
6	Airport Drop		
7	Railway Pickup		
8	Railway Drop		

**(For Innova /Tavera /Scorpio/Xylo or Other 7 Seater Taxi)
(One Rate for all)**

Sl. No.	OUTSTATION TAXIS	AC	Non-AC
	Particulars	Rate	Rate
1	Rate up to 200 Km per day		
2	Rate per Km beyond 200 km		
3	Night Halt Charges		

Signature:
 Name of Firm:

 Address:

 Phone No:.....
 Mobile Nos:
 Fax No:

Sample of the fuel Calculator

For Example

Fuel Calculator in case of Fuel Hike								
Location	Prevailing Fuel (Diesel) Price	New (Diesel) Price	Increase	% Increase	Fuel Component	Current Rate	Actual Revision	Actual Revised Rate
U.P.	40.00	45.00	5.00	12.5%	40%	20,000	1000	21000

Calculation : $20,000 \times 12.5\% \times 40\% = 1000$

Fuel Calculator in case of Fuel Reduction								
Location	Prevailing Fuel (Diesel) Price	New (Diesel) Price	Decrease	% Decrease	Fuel Component	Current Rate	Actual Revision	Actual Revised Rate
U.P.	40.00	45.00	5.00	12.5%	40%	20,000	1000	19000

Calculation : $20,000 \times 12.5\% \times 40\% = 1000$

FORMAT FOR ANTI-COLLUSION CERTIFICATE

(On the letter head of the Bidder)

ANTI-COLLUSION CERTIFICATE

I/We hereby certify and confirm that in the preparation and submission of this Proposal,

I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.

I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of201_.

Name of the Bidder.

Signature of the Authorised Representative

Name of the Authorised Representative

FORMAT 4 AFFIDAVIT (To be furnished by the Bidder)

(On Non – judicial stamp paper duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.

2. The undersigned hereby certifies that neither our Company/ Society/ Trust/ Firm M/s_____ nor any of its Directors/ President/ Chairperson/ Trustee have abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.

3. The undersigned also hereby certifies that neither our Company/ Society/ Trust/ Firm M/s _____nor any of its directors/ President/ Chairperson/ Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.

4. The undersigned further certifies that
 - a) Our Company/Society/Trust/Firm has not been punished for any offence and/or
 - b) the Director/ President/ Chairman/ Trustee of our Company/ Society/ Trust/ Firm..... have/has neither been convicted of any offence nor any criminal case(s) is/are pending before any Competent Court.

5. The undersigned hereby authorise(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by National Health Mission U.P.to verify this statement or regarding my (our) competence and general reputation.

6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the National Health Mission U.P. Lucknow, Uttar Pradesh,

Signed by an authorised Officer of the
Company/Society/Trust/Firm

Title of Officer

Name of Company/Society/ Firm

Date

AGREEMENT FOR HIRING OF VEHICLE

This agreement is made on this _____ day of _____ 20_____ between M/s _____ (herein after called the Agency/Firm whose term includes its successors and assignees) whose registered office is at _____ and is acting through its authorized official _____, AND _____ / Mission Director, NHM, U.P., (herein after called the Employer whose term includes its successors and assignees) Whose office is situated at_ 19-A Vishal Complex ,Vidhan Sabha Marg, Lucknow-226001. The Agency/Firm will provide__ Taxis on hire basis as per terms and conditions herein contained, and rates as mentioned in Annexure- B.

Now these present witnesses and it is hereby agreed and declared by and between the parties to these present as following.

1. The Agency/Firm shall during the period of this contract that is to say from _____ 20_ to _____ 20_ or until this contract is determined by such notice as herein after mentioned, will provide 30 vehicle, on the rates accepted as described in the schedule vide Annexure- A to this agreement. It is agreed by the Agency/Firm that number of vehicles required is likely to change and may be demanded according to the exigencies of service by the Employer.
2. The Agency/Firm shall comply with all the terms and conditions of tender/calling of quotation notice which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The Agency/Firm agrees with the Employer and with each authority competent to order that every contract of hire order should be subject to the terms of this agreement for vehicle hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle hire shall prevail.
4. Agency/Firm will provide 30 vehicle to Employer and registered for the purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Agency/Firm.
5. The Agency/Firm should provide the particular model or make of vehicle as agreed upon in the contract which shall not be changed under any circumstances. The credentials of the driver of the vehicle shall be verified by the police and driver shall not normally be changed during the course of contract. The driver shall always hold a valid driving license and shall be liable for any traffic rule violation. The Employer only reserves the right to substitute the vehicle / driver which the Agency / Firm shall comply. If for any reason whatsoever the Employer is not happy with the conditions of the vehicle provided or the driver, the Agency/Firm office will be informed immediately and they should accept the liability to replace it as per requirement. If for any reason the Agency/Firm is not in a position to provide a substitute vehicle / driver as demanded by the Employer , then the Employer will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Agency/Firm.
6. Agency/Firm will submit bills to the General Manager Head Quarters SPMU, NHM, U.P on monthly basis for release of payment by the Employer.
7. The driver of the vehicle shall be provided with the duty slips/ Log book by the Agency/Firm where date, time kms reading and places visited are to be filled in and signed by the Employer officials. On the basis of these duty slips, the bills shall be raised to General Manager Head Quarters by the Agency/Firm. Counting of distance will be from Garage to Garage.

8. If the Agency/Firm fails to provide the vehicle to the Employer and if the service is not found satisfactory enough, the Employer shall have the right to terminate the contract in whole or part.

9. In the event of any mechanical failure/ breakdown of vehicle after it's reporting duty, the Agency/Firm shall arrange for replacement by another vehicle. Non compliance may attract penalty of Rs.1000/-_(Rs. one thousand only per day) in addition to non-payment of prescribed hiring charges for the number of days which the vehicle remained out of hiring.

10. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Agency/Firm. Employer shall have no liability whatsoever.

11. That Agency/Firm is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Agency/Firm . Employer will not be liable for any loss, damages, etc. suffered / to be suffered by Agency / Firm or third party as the case may be.

12. If for any reason the Employer is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Agency/Firm in writing. The Agency without raising any dispute on such assessment by the Employer regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another vehicle on receipt of such complaint.

13. The Agency/Firm shall also be liable for all fines, *penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use* of the vehicle during the hire period and any toll charges or entry Taxes payable locally and the Agency / Firm accordingly indemnifies the Employer against all such liability.

14. The Agency / Firm will ensure that they will not supply the vehicles to Employer which are either owned by employees of Employer or their near relatives as defined in Sch-IV of Company Act 1959.

15. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Mission Director, SPMU, NHM, U.P.

16. If the Agency/Firm institutes any legal proceedings against the Employer to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Lucknow.

Signed_____

Signed_____

For and on behalf of the SPMU, NHM, U.P

For and on behalf of the Agency

Name (caps)_____

Name (caps)_____

Position_____

Position_____

Date_____

Date_____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.