



उत्तर प्रदेश UTTAR PRADESH



**AGREEMENT FOR HIRING FOR OUTSOURCED VEHICLES UNDER RBSK AND
SUPPORTIVE SUPERVISION IN THE BALLIA DISTRICT**

Tender No. : ID 2018 - DGMH - 193556_3

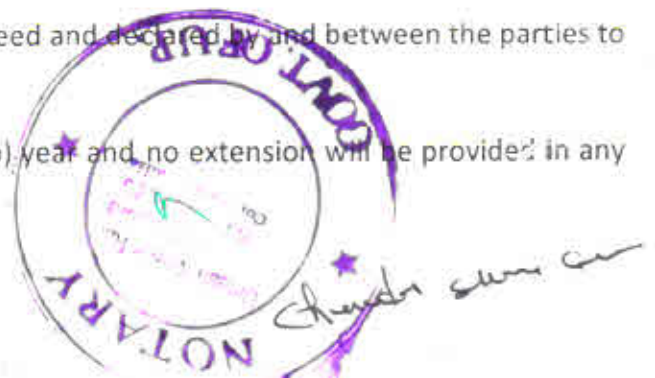
Dated:

REF NO - 001 / NHM / RBSK

This agreement is made on this 4.6.2018 day of 2018 between M/s SHIVANSH TRAVELS (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at Shop No.- 24, Jeevan Plaza, Viram Khand-5, Gomati Nagar, Lucknow and acting through its authorized official Sh. _____, and DISTRICT HEALTH SOCIETY BALLIA (U.P.) (Herein after called the D.H.S. whose term includes its successors and assignees) whose office is functioning under general supervision of Chief Medical Officer Ballia and acting through its authorized official/C.M.O. Ballia Dr. S. P. Rai. The Service Provider will provide Commercial vehicles fully equipped with G.P.R.S. System on hiring basis for use on the terms and conditions herein contained, and rates as mentioned in tender.

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

1. This agreement is valid for a period of (Two) year and no extension will be provided in any case.



- 2 The Service Provider shall during the period of this contract that is to say from ~~4.6.18~~ to ~~31.3.20~~ until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than January - 2015, year model, on the rate accepted as described in schedule vide appendix-I to this agreement. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by DHS Ballia.
- 3 The Service Provider shall produce his G.S.T. detail before signing of agreement.
- 4 The Attested photocopy of driving license of the drivers and self attested copy of registration certificate of vehicles shall be submitted by service provider.
- 5 TDS as applicable will be deducted at source as per Income Tax Act.
- 6 It would be sole responsibility of service provider to make all statutory instrumental arrangement as per guidelines issued by Mission director NHM.
- 7 Driver of the vehicle should posses transport driving license only.
- 8 The vehicle should not be changed by the Contractor without the permission of the department.
- 9 The service provider shall comply with all mandatory requirements for staff like EPF / ESI etc. as applicable and should be supervised by service provider Regularly.
- 10 The Service Provider shall ensure the proper maintenance and upkeep of the vehicles including good tyre conditions, proper battery condition and other parts of the vehicle to the satisfaction of the office.
- 11 During the period of the contract, the vehicle shall be at the disposal of the department for 8 hours per day (excluding sundey) on including 25 days in a month's. However the vehicle can be called at any time in case of any emergency/important duty.
- 12 All expenses relating to salary and allowance of the driver, overtime payment, maintenance of vehicle, insurance, petrol/Diesel, oil or any other expenditure retaliated or incidental o the vehicle and the driver, will be borne by he Service Provider.
- 13 All legal obligations in respect of the vehicle i.e. Insurance, Road Tax, RTO registration and permission etc. as well as Salary, EPF, ESI etc. in respect of the driver should be fulfilled and borne by the Service Provider and will be the sole responsibility of the Service Provider.
- 14 The driver deployed by the Service Provider should fulfill following conditions : a) The driver should have valid license with the minimum experience of three years of driving the class of vehicle offered for here. B. The driver of a particular vehicle should not be frequently changed, C) Driver on duty should be provided with mobile phone by the Service provider, at his cost, for easy communication. The expenses for mobile phone will not be borne by the department. D) Drive should be decent and well behaved and driver shall be bound to carry out he instruction of the department as well as of the controlling officer of the vehicle.
- 15 The Service Provider shall Comply with all the terms and conditions of TENDER documents, guide lines issued by National health Mission, Letter no. SPMU/RBSK/07/217-18/4276-75 dated 01-08-217 issued by Principal Secretary Medical Health and Family Planning government of U.P. and other direction issued from times to time by the authorities concerned.

[Handwritten signature]



[Handwritten signature]

16. The TENDER documents contained which are part and parcel of this agreement and forms integral part of this agreement.
17. The concerned authorities of DHS shall place an order for their requirement and will receive acknowledgement from the Service Provider for supply of vehicles. It is anticipated that the Service Provider will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
18. The Service Provider agrees with the DHS 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.
19. Service Provider will provide vehicles to DHS not older than year January – 2015 model and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.
20. The Contractor should provide the particular model or make of vehicle as agreed upon in the contract. The DHS Ballia only reserve the right to substitute it with another similar vehicle. If not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the DHS then the DHS 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 Service Provider.
21. The Service Provider will submit bills to the DHS Ballia on monthly basis for release of payment by DHS Ballia.
22. The driver of the vehicle shall be provided with the Identity card and duty slips by the Service Provider where date, time, Kms. reading and places visited are to be filled in and signed by the users/ DHS officials. On the basis of these duty slips, the bills shall be raised to DHS by the Service Provider. Counting of distance will be from garage, but chargeable distance in this respect shall not be more than 5 kms in each way between user delivery address and the garage/normal parking place.
23. If the Service Provider fails to provide the vehicle to DHS Ballia and if the service is not found satisfactory enough, the DHS Ballia shall have the right to terminate the contract in whole or part.
24. In the event of any mechanical failure/ break down of vehicle after its reporting duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty.
25. In the event of failure on the part of contractor to supply vehicles as mentioned in the preceding paragraph, penalty shall be imposed accordingly.
26. In case of any accident resulting in loss or damage to property or life, the sole responsibility should vest with the Service Provider and DHS Ballia or the State of U.P. shall have no liability whatsoever.

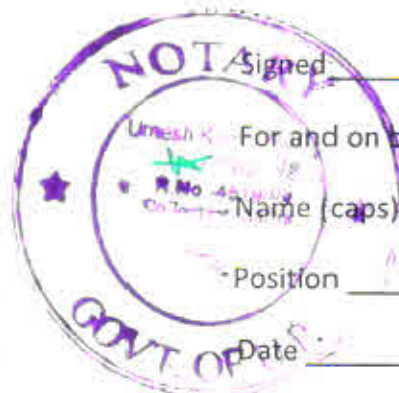
[Handwritten signature]



[Handwritten signature]

27. The concerned Tender Document shall form part and parcel of this Agreement and integral part of this agreement.
28. That Service Provider 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 Service Provider. DHS Ballia will not be liable for any loss, damages, etc. suffered/ to be suffered by Service Provider or third party as the case may be.
29. If for any reason the DHS Ballia 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 Service Provider in writing. The Service Provider without raising any dispute on such assessment by the DHS Ballia regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
30. The Service Provider 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 Contractor accordingly indemnifies the DHS Ballia against all such liability.
31. The Service Provider shall not act as a broker for other hire companies or any individual and the contract will be valid only if the firm signing the contract supplies the vehicles themselves from their own fleet.
32. The Service Provider will also ensure that they will not supply the vehicles to DHS Ballia which are either owned by employees of DHS Ballia or their near relatives as defined in Sch-IV of Company Act, 1959 and as per the TENDER Documents.
33. In case of breach of terms and condition of tender, directions issued by N.H.M., Government of U.P., Government of India or other authorities, this agreement can be cancelled forthwith and no compensation should be awarded to the service provider in any case and penalty may be imposed against the service provider.
34. The parties shall use their best efforts to settle amicably all disputes arising out of, or in connection with this Contract.
35. 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.
36. The place of arbitration shall be Azamgarh District and Arbitrator shall be Commissioner Azamgarh Division, Azamgarh.

Signed _____
 For and on behalf of the DHS
 Name (caps) _____
 Position _____
 Date _____



Signed Chandra shekh sanyal
 For and on behalf of the Service Provider
 Name (caps) _____
 Position _____
 Date _____

(Seal)

[Handwritten signature]

In the presence of Witnesses

(Seal)

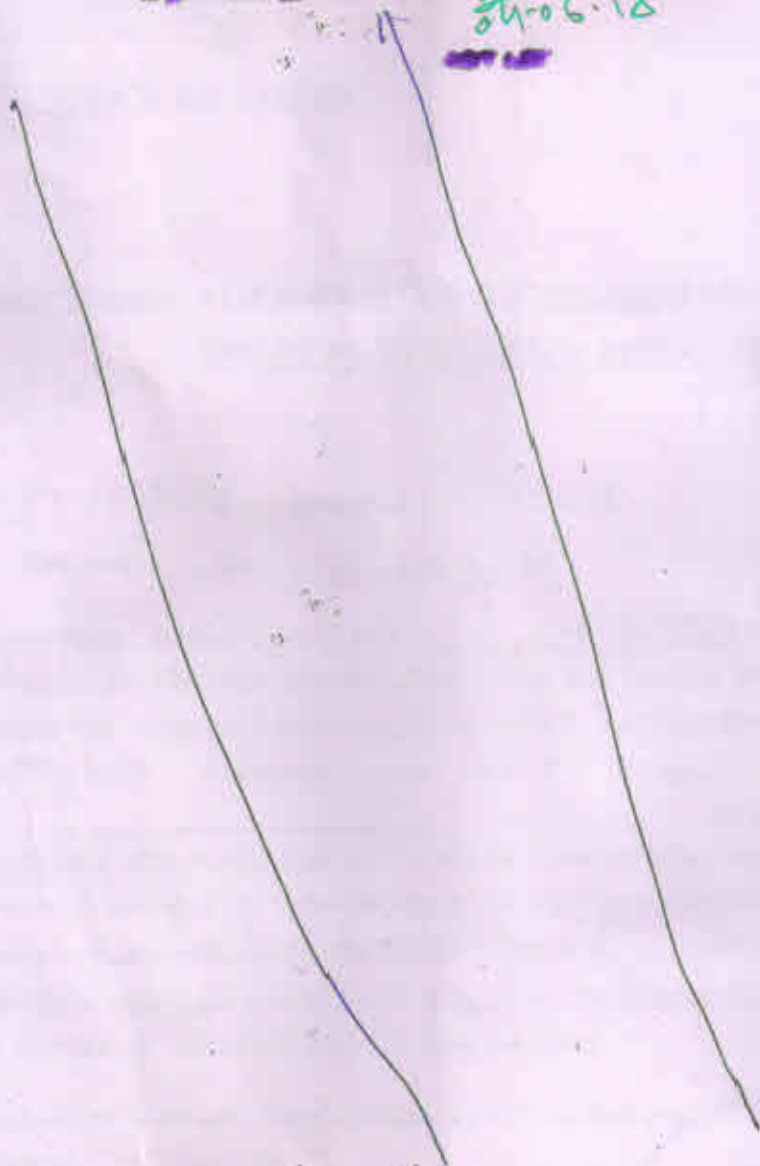
[Handwritten signature]

In the presence of Witnesses

1.

[Faded typed text with handwritten annotations]
04-06-18
The content of the document is as follows:
Identified by Sri
04-06-18

2.



[Handwritten signature]

[Handwritten text]
Anand Kumar

Current Status of SS Vehicle 2018-19
National Health Mission-BALLIA
(Monitoring Vehicle)

SL.No	Name of District	No. of	Name of Block	Registration No. of Vehicle	Type of Vehicle	Contract Period		Name of Agency	Mobile No.	Remark
						From	To			
1	BALLIA	17	Sohaw (Narahi)	UP32HN3075	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
2			Siar	UP32HN3640	Indica	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
3			Navanagar (Baghuri)	UP32HN3627	Tata Zest	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
4			Pandah	UP32HN9617	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
5			Bairia (Kotwa)	UP32EN9620	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
6			Murli Chhapra	UP32EN8972	Bolero	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
7			Bansdih	UP32GY8888	Innova	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
8			Dubhar	UP32HR0012	Innova	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
9			Maniyar	UP32HN4001	Indica	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
10			Beruarbari	UP32HN3639	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
11			Hanumanganj (Vaina)	UP32HN5056	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
12			Reoti	UP32HN5090	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
13			Chilkahar	UP32HN3974	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
14			Belahari (Sonwani)	UP32HN4274	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
15			Rasara (Saray Bharti)	UP32HN5088	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
16			Garwar (Ratsar)	UP32HN5524	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
17			Nagara	UP32HN4243	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
18			C.M.O. Office	UP32HN3740	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	
19			DPMU-Ballia	UP32HN3968	Indigo	04.06.2018	31.03.2020	Shivansh Travels	9838112666	