

Bharat Heavy Electricals Limited
Ramachandrapuram : : Hyderabad – 502032
M&S – DIVISION
SCOPE OF WORK (ANNEXURE-I)

Tender No.: M&S/P&C/2022/36, dt.: 22.08.2022

Name of Work: Hiring of 12T Hydra Cranes (3 Nos.)

Terms & conditions for entering into rate contract for “Hiring of 12 Ton Hydra cranes (3 Nos.)” for a period of 1 year on rate contract basis for the use of BHEL, RCPuram, Hyderabad – 32.

1. The Transport contractor(s) shall be in possession of 12 Ton Capacity Hydra crane(s) at the time of submitting techno-commercial offer and Hydra mobile crane should be registered in their name else the offer would be rejected.
2. Operation means –Supply of Hydra 12T (with telescopic boom and hydraulic winch) for 8hr/day (excluding lunch break) for material handling needs - along with driver, including fuel and in good running condition. Crane and all accessories must be in good working condition. During contract period, if Hydra is engaged more than 8 hrs/day, it will be treated as extra operation proportionately (Eg. 10 hrs of deployment of Hydra is treated as 1.25 operation). Extra operation also will be paid at same rates only.
3. The vehicle shall be at the operational disposal of BHEL-Tpt. Section personnel, during the entire contract period, as per the operations recommended. M&S –Tpt. Section will also inform vendor (by phone/mail etc. communication) on loading details/ dept. allocation of operations.
4. The Hydra Crane(s) Shall be of 2011 or later model and shall be supplied along with a driver. The driver should possess a valid LMV driving license as per MV act.
5. Contractor(s) should submit the document proof of the Hydra Mobile crane (as above). However the successful bidder should produce the hydra mobile crane for inspection along with valid original documents as per the date mentioned in the Service order, within 10 days time –for vendor having ownership of vehicles. In case vendor submitted ‘Undertaking’ - he should produce vehicles in one month time.
6. All entries in the tender should be clearly written in ink and all corrections are to be duly attested by the tenderer. Issue of tender documents does not mean that the bidder fulfils the qualifying requirements of the contract.
7. No other person except Contractor’s authorized representative will be allowed in BHEL premises. Within BHEL premises, the contractor’s personnel should not do any work other than their normal duties.

8. The contractor should provide all the necessary tools and equipment required for successful operation and maintenance of Hydra mobile crane.
9. The contractor shall make available relief Hydra mobile crane(s) (similar or higher capacity model) immediately in the event of any breakdown or accident. Such relief Hydra crane will be subject to the same conditions of maintenance and compliance with statutory requirements as those covered by the contract.
10. The breakdown/overhauling/preventive maintenance hours will not be counted in hours of operation.
11. The contractor shall maintain regular contact with the designated employee of BHEL and shall interact on matters relating to the work awarded under this contract.
12. Contractor is solely responsible for payment of wages / salaries and allowance to his personnel. BHEL will have no liability for whatsoever in this regard.
13. The contractor shall arrange alternate driver immediately in case the actual driver falls ill, is on leave or absconds from duty, meeting all requirements as actual driver.
14. The Transport contractor should obtain at his own cost all required applicable valid documents like RC, driving license, insurance, permits, licenses, pollution certificate, Fitness, etc.
15. The contractor shall in his absence keep competent agent constantly on the works any and directions or explanations given by contact signing officer or his representative to such agent shall be held to have given by the contractor himself.
16. If the transport contractor is not able to provide Hydra crane(s) continuously, alternate arrangement will be made by BHEL and the extra cost incurred will be recovered from the transport contractors pending bills or from security deposit.
16. The contractor should maintain – loading forms duly attested by user, for all the Hydra being used in factory during the contract period. Bills will be cleared on submission of such loading forms.
17. The Hydra shall be registered: duly insured ie., comprehensive insurance and the same should be renewed from time to time during the contract period at his own cost. Transport contractor will be fully responsible for the safe movement of the crane.
18. The transport contractor should abide by the company's CISF security rules and shall provide Safety PPEs (Personal protective equipment) to the drivers.
19. At any point of time BHEL will not be responsible for or compensate for any loss or damage either to the person or to the Hydra crane arising out of accident or complication arising out of such contingencies like theft, fire, riots, strike and terrorism damage whether inside or outside BHEL premises while engaged.

20. The transport contractor is directly responsible for injuries/death of occupants or other users arising due to accident or otherwise of Hydra crane during the contractual period.

21. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly including his failure to give the intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm the provisions of the said act in regard to such accident.

22. Any amount recoverable from transport contractor towards the loss/damage will be recovered from the outstanding payments due or from security deposit. In case the amount is insufficient for such recoveries, transport contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into parallel contracts for the same period or any part thereof.

23. BHEL reserves the right to refuse/cancel the tender at any stage without assigning any reasons thereof irrespective of the fact whether the accepted tender is lowest or not with a notice period of 30 days.

24. BHEL reserves the right to engage / refuse the vehicle if the driver or the vehicle engaged does not confirm to any of the regulations of MV act or TSMV rules or Blacklisted contractor of BHEL, Hyderabad.

25. *Penalty* – For non-supply of vehicle as per instructions from Tpt. section, two times the cost of one operation will be imposed for each day on vendor.