

### **Scope of Work – Hiring of Trailers**

- 1) **Hiring of Trailers (30Ton and 50Ton capacity) for a period of one year**, on rate contract basis for the use of material movement within factory premises of BHEL- Hyderabad including NPP yard and other factory areas.
- 2) **Definition of Operation:** Contractor shall deploy roadworthy Trailer(s) along with crew (driver+ helper) including fuel and maintenance costs irrespective of number of job movements, for 8 hr of operation in a day.
- 3) Trailer capacity is measured in GVW (Gross vehicle weight)
- 4) The Trailers should be in good working condition. The supply ,operation and maintenance will be under contractors scope
- 5) Supply of fuel, lubricating oil, etc. and driver, cleaner / assistant and any other resources required for trailer operation shall be in contractor's scope.
- 6) Tentative number of operations is as below in one year period from the date of issue of PO. Payment will be done on actual number of operations completed only.

| Trailer capacity (GVW) | No. of operations |
|------------------------|-------------------|
| 30 Ton                 | 15                |
| 50 Ton                 | 34                |

- 7) Contractor shall provide Trailer(s) (along with driver(s) having valid license, till the end of the contract period.
- 8) Contractor should provide – Trailers in good condition (Fit as per RTA rules) for carrying / shifting of material, finished goods, ..etc between shops and factory premises. He should submit valid fitness certificate of the vehicle being provided to BHEL under contractual terms.
- 9) The contractor shall arrange to provide necessary documents like insurance copy, valid driving licence of trailer operator
- 10) The contractor will take comprehensive insurance for the vehicle as well as personnel deployed at his own cost.
- 11) Trailer should have flat bed, so that when rotors, Jobs are kept it with stand, job is not tilted/shaken during movement of job. Necessary care has to be taken to put flat plate in case any irregular surface of trailer bed is in contractor's scope. Tying with slings (wire rope sling, chain sling, .etc) so that job is not moving/shaking during transportation is in contractor's scope. However BHEL-respective shop personnel should co-ordinate the activity.



Bed of trailer should be flat

- 12) Loading and Unloading of job onto Trailer is in BHEL-indenting shop scope.

- 13) The requirement of Trailer(s) will be intimated one day in advance and trailer(s) should be kept in operation without fail.
- 14) As and when the job has to be carried out, the contractor will be informed i.e. contract will be on call basis. The job is not of perennial nature hence the contractor should mobilise according to the identified jobs only when he receives requisition / call.
- 15) There is no minimum amount of job guaranteed under this contract. Job will be given to you as & when the need arises.
- 16) No other person except Contractor's authorized representative will be allowed in BHEL premises.
- 17) Contractor is solely responsible for the payment of wages/salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regard.
- 18) Within BHEL premises, the contractor's personnel should not do any work other than their normal duties. The contractor shall make available relief Trailer(s) immediately in the event of any breakdown or accident. Such relief Trailer(s) will be subject to the same conditions of maintenance and compliance with statutory requirements as those covered by the contract. The breakdown/overhauling/preventive maintenance hours will not be counted in hours of operation.
- 19) The Transport contractor should obtain at his own cost, all required permits, licenses, pollution certificate, Fitness certificate etc., and its renewals for running his Trailers(s) without break or any type of difficulty during the entire contract period. Failure to maintain these requirements will entail BHEL for cancellation of the contract and forfeit the Security Deposit.
- 20) If the transport contractor is not able to provide his Trailer(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.
- 21) Transport contractor is fully responsible for safe material handling.
- 22) Follow all safety rules and regulation as per BHEL safety standards.
- 23) The transport contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL.
  - a. All claims for injury or damage to any person property caused by his negligence or negligence of his employees while on operation are to be settled by contractor.
  - b. Failure in observance of labour and industrial laws by the contractor
  - c. All claims by way of compensation and all other types of unforeseen claims which may occur in the course of contract incurred by contractor
  - d. All payments by way of compensation or otherwise which BHEL may be called upon to make under the provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim preferred by such workmen and or against all action, claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of this contract by the transport contractor, their workmen servants or agents shall be recovered from contractor
  - e. For all claims, payments and losses that BHEL may have to make or suffer on account thereof the transport contractor shall wherever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.

- 24) On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall intimate within 24 hours of the happening of such an accident intimate in writing to the company official in-charge of the work.
- 25) 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.
- 26) Soon after the acceptance of the PO, the transport contractor shall enter into an agreement with M/s BHEL, RC Puram, Hyderabad – 502032. The agreement shall be entered on Non-judicial stamp paper of the value of Rs.200/- to be purchased by the transport contractor at his own cost.
- 27) The Contractor shall engage a driver having experience of minimum of two (2) years in driving vehicles and in possession of valid license. The driver should not smoke/drink while on duty and should keep the vehicle neat and clean.
- 28) It is the responsibility of the contractor to engage sufficient number of drivers depending on the operational hours a day.
- 29) In case the contractor does not carry out the contractual/statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the efficiency/anomaly within three days failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
- 30) Work shall be done on any day with the written permission and approval by competent authority. The contractor shall comply with the provisions of the Factories Act Rules framed there under if the same are applicable.
- 31) The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract and forfeiture of security deposit.
- 32) All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance scope of work.
- 33) In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
- 34) **PENALTY CLAUSE:** A penalty equivalent to payment per day shall be recovered from the bills or the SD apart from hourly/daily proportional cutting in case the vehicle/driver does not report on any day(s) or is under break down or the vehicle does not carry out the work as instructed by the BHEL nominated person.
- 35) All other terms and conditions aer as per NIT.