

II. Scope of work:

**(a) Vehicles to be supplied:**

The Contractor shall supply seventy-five (75) bomb cart tractor trailers (TT) as detailed below for handling laden and empty any ISO containers.

The tractor trailers should be roadworthy and capable to transport 2 x 20' empty and laden containers. Trailers to be fitted with under-run protection guards in the rear and on both the sides. The guides on the chassis & Centre marking shall be made clearly visible with radium paint and 3M quality reflective stickers which to be regularly maintained to the crane operators of Quay Crane, Rubber Tyred Gantry Crane & Rail Mounted Gantry Crane. The numerical identity numbers of the tractor & trailer shall be clearly visible from all directions and shall be in a pattern prescribed by GPPL Operation team.

**Broad scope of work:**

The scope of work includes round the clock movement of all types and all sizes of empty and/or loaded containers including Reefer containers within the Port limits but not limited to the following:

- (i) Transportation of loaded containers from/to ships at GPPL terminal from/to the nominated empty/loaded stacks/yard within the terminal as per the guidelines of GPPL staff irrespective of the interval of time that may elapse between different parts of operation.
- (ii) Transportation of damaged containers for repair and vice versa.
- (iii) Any other transportation moves not hitherto covered within the Port.
- (iv) Transportation of empty/loaded containers from/to rail side to any point inside the yard.
- (v) Transportation of OOG containers & Special containers as and when necessary.
- (vi) The terminal tractors will be used for haulage of empty and laden containers between the vessels and the container stacking yard, between the rail handling site and the container stacking yard, for internal yard repositioning, empty yard, container scanner etc.

**(b) Number of trailers to be deployed:**

The number of tractor trailers to be provided per shift commencing .....

GPPL and the Contractor shall ensure sufficient number of vehicles suitable for the operation without hampering the productivity during the given tenure, which could range from 1 to 8 hooks & or advised by the GPPL Management team at any given time depending on the size of the vessel and number of vessels.

Above estimate is indicative only. For both operations, trailers allocation shall be as per GPPL's instructions. All vehicles should be owned by the Vendor. For subletting equipment/vehicle, prior permission needed from GPPL.

**(d) Specific requirements:**

1. The provision of vehicle includes fuel, driver, and full maintenance of vehicle.
2. The contractor will have to allow GPPL to install vehicle mounted radio data equipment/s in each tractor trailers which includes but not limited to Vehicle mounted Terminal (VMT) and Asset Digitization device (AD)
3. All tractor trailers should have Onboard Diagnostic Port (OBD) for connecting with AD device.
4. All tractor trailers to be fitted with Speed Governors with speed locked at 40 kmph.
5. The services must be provided on a 24 x 7 basis, where the Contractor has to ensure hot seat change of operator with no impact to the operation.
6. All tractor trailer drivers will be required to be licensed by GPPL. GPPL will perform assessment test of each driver before the license is granted. The new driver induction should follow the contractor management system.
7. Drivers involved in transportation of hazardous goods shall be well versed & trained to handle the emergencies. Necessary training/s as mandated by port authority in addition to Local, State, National and International regulatory bodies shall be arranged by the Contractor on own cost.
8. Only one person is allowed to be in the tractor trailer during the Terminal operations. Prior permission to be taken from Port for extra person allowed to travel for training and/or other special purpose. Adequate seat with 3-point contact seat belt to be ensured.
9. GPPL has the right to deny access to the Terminal to any of the Contractors' staff in case of misbehavior, not following instructions, not following traffic rules, and other issues impacting the safety, security, and operations of the Terminal.
10. Drivers should be able to read and understand signs and instructions given by the Terminal.
11. Drivers when out of the vehicle should wear boiler suits, (ISO standard) safety shoes and helmets always as per Safety PPE matrix will be provided by GPPL.
12. Any driver found under the influence of alcohol or drugs shall be asked to leave the Port premises immediately and will not be allowed to enter again. Random tests to be carried out by the vendor and notified to GPPL for non-conformance.
13. The Contractor will supply the tractor trailers as planned by GPPL at each shift for the duration of that shift.
14. For breakdowns during operations, the Contractor shall immediately provide a replacement vehicle within 15 minutes. The Contractor should further guarantee reliability and availability at 99.5% of the shift.
15. Fueling to be carried out at the location/area provided by GPPL without impacting operations - Suitable diesel tanker to be arranged with necessary permits and safety arrangements as per HSSE Standards
16. The Contractor will ensure tractor trailers under all circumstances provide service to the cranes without delay while being employed in the shift.
17. Speed limits should be as per guideline of GPPL safety rule.
18. The Contractor has to provide a Shift in-charge per shift per Zone with car as one point contact to GPPL.
19. The Contractor will ensure tractor trailers are maintained in a safe working condition all the time.
20. The tractor trailers will have to be numbered for easy identification as specified by GPPL. The numbers shall easily be visible in front, sides and top of the driver's cabin.
21. Tractor trailers will have to be equipped with LED flashlights at both corners on top of the cabin. Reverse alarms, hand brake, indicator lights to be provide on the vehicle, front bumper protection to be provided as per the design agreed with GPPL management.

22. Tractor trailers should be as per GPPL technical specifications and fabricated as per international standards. Age limit of the Tractor trailers to be maintained to 7 years or as per GPPL standard. No trailer beyond the age limit will be allowed to deploy in operation,
23. Tractor trailers shall be roadworthy and free from all liabilities arising out of RTO taxes & other taxes.
24. Failure to provide service as per GPPL guidelines will result in penalty being imposed.
25. All welding done on the tractor trailers should be continuous running weld.
26. Three-point seat belt should be fitted in all the vehicles.
27. Pre-operational checks as per GPPL specified checklist should be carried in each trailer at the starting of each shift. The completed checklist should be readily available for inspection.
28. OEM recommended planned maintenance procedures and proper systems to monitor and carry out maintenance of trailers, chassis, and other accessories to be in place. Spares & replacement of any part/s shall be done with OEM approved / recommended part/s only. Monthly Planned maintenance of trailers should be submitted to GPPL on 30<sup>th</sup> of every preceding month. The maintenance record of all trailers should be available for inspection on demand by GPPL staff.
29. The maintenance area should be properly maintained in line with 5S as per GPPL requirement.
30. The performance of the Contractor will be measured as per the following Key Performance Indicators  
KPI will be measured based on occurrence/ non-occurrence of events in the areas listed:
  - a. Continuous provision of the services based on a shift system to the satisfaction of GPPL employees/Representatives. The declared trailers should be continuously available for operation during the shift.
  - b. Availability of suitable drivers/Supervisors for 24 hours a day, 365 days a year to perform services in this agreement. No duty hours to be extended beyond 8 hours as per HR regulation.
  - c. Breakdown / non-availability of any trailer should be informed to GPPL within 15 minutes of breakdown.
  - d. Compliance to Safety/Operations rules laid down by the Terminal.
  - e. Compliance with Central/State Labour laws & maintaining proper registers/records.
  - f. Nil Accidents.
  - g. Near misses / observations should be reported immediately to GPPL.
  - h. Contractor will be responsible to execute the performance as per the Operational productivity/performance KPIs set by GPPL.
31. All vehicles to be subjected to periodic checks as per procedure laid by GPPL, shift wise checklist to be maintained and to be acted upon for any abnormalities. Regular toolbox to be conducted and recorded.
32. No vehicle can leave the Port without the approval of GPPL.
33. Before the drivers are deployed on site, they must satisfactorily pass a medical test. The test is to be carried out by a doctor nominated by GPPL, at the cost of the Contractor.
34. In the event of the contract being terminated on any account, the Contractor is obligated to provide services as determined by GPPL (maximum up to 1 month) and as per the terms of the contract.
35. Joint Venture or Subcontracting will be limited to man-power supply only with prior written approval from port authorities.
36. If permitted to subcontract by GPPL, Contractor shall be fully responsible for all work performed by the subcontractor/s.
37. GPPL reserves the right to acquire said services/similar services from other contractors.

38. Contractor shall ensure that Confidential trade and business information received from terminal for business purpose shall not be disclosed to any third party under any circumstances unless prior written permission from terminal authorities.
39. Contractor shall ensure that all necessary licenses/permits are in place for the infrastructure, assets and personnel deployed by the Contractor in terminal premises at his/her own expense.
40. It's Contractors responsibility to ensure all personnel, equipment's & vehicles deployed by the Contractor for any damages to own or third-party vehicles/assets.
41. Truck Trollies must be equipped with 3 axles to carry 2 x 20' full containers safely. Trollies more than 5 years old shall be subject to NDT (Non-Destructive Testing) once in a year by the vendor at own expense, by competent approved agency / company for carrying out such test and submit report to GPPL (Engineering and HSSE). On failing to pass the NDT, the trolley shall be removed from operations and replacement shall be provided within the period as mentioned in the contract for vehicle breakdown. If unable to provide replacement, penalty shall be applicable as per contract.
42. All vehicles shall be subject to inspection by GPPL (Engineering & HSSE) at least once every month or immediately after any incident or observation. The vendor shall make the vehicles available for inspection in his / her premises. If any abnormality (cracks, deformation etc.) observed on the main load bearing structures during the inspection, the vehicle shall be removed from operations and considered as breakdown. The vendor shall arrange for inspections / tests for the vehicle by the competent approved agency and provide certificate of fitness to use. On failing to pass the inspection by external competent agency, the vehicle shall be replaced as mentioned in the above paragraph. If unable to provide replacement, penalty shall be applicable as per contract.
43. Trailers shall be equipped with basic safety requirements as follow:
  1. Laminated safety glass/plastic for all sides and must be FOPS tested.
  2. A guard frame to protect back side of the truck cabin from being hit.
  3. 3-Point Seatbelt in high visibility color or Reflective sleeve
  4. Condition of Seat (suitable for 3-point seatbelt)
  5. Few TTs with Additional seat with seatbelts for trainee drivers
  6. Contractor should have their Safety Management System.
  7. Driver annual Health Check-up/on joining of work.
  8. Haz Goods Training / Endorsement on Driving license
  9. Maintenance area – Environment compliance of dry and wet waste handling as per GPCB and CPCB guideline.

(E) This Contract is subject to you agreeing to;

Third Party Code of Conduct  
Contractor Safety Guidelines  
Job Specific Safety Guidelines  
Consequence Management

**Contract Labor & Compliance:**

1. Appointment letters should be available with all the contract workmen.
2. Labour Licence under CLRA, 1970
3. Monthly wage registers and all other registers as per Contract Labour (Regulation and abolition act), 1970 to be maintained.
4. Registration in Organe system (CLMS) to maintain their In-time and out-time will be mandatory.
5. Payment of Overtime as per Statue
6. Annual Returns as per CLRA to be done.
7. Labour Cess payment
8. Return submission to Employment Exchange as per provisions.
9. Payment of Wages on or before 7<sup>th</sup> of each following month
10. Payment of PF on or before 15<sup>th</sup> of each following month
11. Payment of Bonus at the rate 8.33% during Diwali
12. Payment of Gratuity as per the Act, this provision should be made however can be billed only upon submission of actuals in a reimbursement basis.
13. Valid WC Policy for each driver
14. Monthly issuance of wage slips to each contract labour.
15. Wages to be transferred only in the bank accounts.
16. Labour Welfare fund to be remitted as per provisions.
17. P.Tax to be submitted as per the provisions
18. Leaves or payment in lieu of leaves to be done as per relevant provisions of Labour Law

All documents will be shared to GPPL management.

## Safety and PPE matrix



## Penalty clauses

Penalty for violation of safety

| Particular   | Amount/Remarks   |
|--|--|
| Person working more than permitted hours (as per government laws) in a stretch       | Rs. 3000/- per person per shift, if the same is repetitive, Rs 5000/- per person per shift |
| Person without required PPEs and Uniform   | Rs 1000/- per incident per person  |
| Not using of seat belt while driving   | Rs. 1000/- per incident per person   |
| Use of mobile phone while driving  | Rs 1000/- per incident per person  |
| Running of vehicle above fixed Speed limit   | Rs 1000/- per incident   |
| Leaving Engine on without handbrake  | Rs 1000/- per incident   |
| Chewing and spitting of tobacco, Gutka, Mava or any such substances in the port area | Rs 500/- per incident per person   |
| Violation of safety rule: Not complying to APMT/GPPL safety standards                | Rs 5000/- per near miss/case   |
| Carrying of personnel in open space vehicle  | Rs 5000/- per near miss  |

## Penalty for unsatisfactory performance

| Sl. | Nature of Non-Conformity              | Applicable Penalty                       |
|-----|---------------------------------------|--|
| 1   | Unsatisfactory Performance            | Rs 50000/- per incident                  |
| 2   | Non-availability/idling of TT         | Rs 500 per TT, per hour or part there of |
| 3   | Missing Supervisor/Supervisory lapse  | Rs 1000/- per supervisor per shift       |
| 4   | Not following Standard Procedures     | Rs 1000/- per incident                   |
| 5   | Driver or Supervisor sleeping on duty | Rs 1000/- per person per incident        |
| 6   | No reliever/Hot seat exchange         | Rs 500/- per hour per TT                 |
| 7   | Non-reporting of Accident/Incident    | Rs. 2000/- per incident                  |

## **Indemnity for asset damages – Responsibility of contractor for loss or damages**

- i) Subject to the provisions contained herein the contractor shall be responsible to make good all liabilities brought upon GPPL on account of loss or damages to the port assets, containers, cargo, and/or any third party losses resulting from any act of failure, non-performance, omission or negligence of the contractor or non-availability of required number tractor trailers or not supplying replacement trailer(s) by the contractor's own trailer(s) or hired one temporarily for breakdown, the contractor shall make good all such liabilities by way of payment of penal charges upon receipt of a demand from GPPL to do so. The containers, cargo therein and any other third-party claims etc. arising out of any acts, or omissions directly attributable to the contractor for and during the period of operation of this agreement at maximum amount of Rs. 20,000,00/- (Rupees twenty lacs only) per event.
- ii) Imposition of such liabilities on the contractor shall not in any way relieve him from any of this obligation under this agreement, including termination of this agreement. The entire amount claimed by GPPL shall be payable immediately on demand failing which an interest on the amount outstanding at the rate of 24% per annum shall be payable to GPPL by the contractor. GPPL may, without prejudice to any other method of recovery, deduct the amount of such damages from payments against subsequent monthly bills that may become due to the contractor.
- iii) The contractor shall take insurance in the joint names of the Gujarat Pipavav Port Limited. And the contractor, covering Third Party Liability (TPL) against any damage or loss or injury mentioned in clause (i). Such insurance shall be effected with an Indian Insurance Company and to be approved by GPPL. The contractor shall furnish the copy of the policy of insurance to GPPL on demand. The insurance shall not absolve the contractor from any other liabilities and any other recourse that GPPL may have.
- iv) The contractor hereby agrees to pay insurance premium and Road Tax as applicable in Gujarat for all trailers playing under their banner and a copy of all such documents are to be submitted to the Motor Transport Department of the Port or HSSE department for scrutiny.
- v) The contractor shall be responsible to carry out applicable legal procedure required to be done for missed out or loss of VHF radio set or any other asset(s). Contractor shall submit FIR copy and related documents to GPPL.
- vi) The contractor and/or his representatives will be granted permits for the purpose of work, on receipt of a formal written request. The contractor will be fully responsible for any injury (whether fatal or otherwise) of himself or his representatives or by any loss or damages to property or any other loss, damage, costs, and expenses whatsoever caused.



