

# Service Level Agreement

## Technical specification for Road Construction

- 1) **Construction & Road repair will be such a way that there is no traffic hindrance. Appropriate Safety measures to be take while execution with the top priority of the contractor. All the local issue while executing the contract to be taken care by Vendors at his risk and cost.**
- 2) **The bitumen used for construction will be VG 30(50/70) should be procured only from IOCL. Invoice and test certificate for the same to be submitted to MPL before you start the job. This will be mandatory to process the RA Bills.**
- 3) **Quality assurance plan (QAP) to be submitted before start of Job. Any Deviation in quality will attract Penalty to be decided by EIC.**
- 4) **Aggregate and Bitumen used for construction should be tested as per QAP before and report to be submitted to MPL. Material used to be tested at NABL Lab as instructed by MPL at Vendor Cost.**
- 5) **Skilled person for the job to be engage and an Engineer need to be deployed.**
- 6) **Following machinery to be used during construction and they should be under good condition.**
  - i) Paver machine
  - ii) Hot mix plant.
  - iii) Vibratory roller.
  - iv) Level machine.
  - v) Mini Hot mix plant for minor repair.

However enough manpower and machinery along with tools and tackles shall be augmented to execute the job as per Contract.

- 7) **It will be mandatory to do DBM and Premix Carpet from hot mix plant which need to be approved by Engineer in charge. Also, the Minimum bitumen content for DBM should be Minimum 4.5% and Bitumen content for 50mm BM will be Minimum 5.0% by weight as per MORTH Specification. MPL Reserve the Right for Internal testing, particularly Bitumen extraction test. Any deviation of Bitumen as per design mix will attract penalty.**
- 8) **Any Concrete work to be executed only from Batching plant. The batch report needs to be submitted to process the RA Bills.**
- 9) **Reinforcement bar to be procured only from SAIL, Tata Steel and Jindal will be accepted along with test certificate.**
- 10) **Cement to be procured from approved vendor of Tata power like ACC, Novoco etc. All test certificates be submitted to process the RA Bills.**
- 11) **All term and specification as per MORTH Standards to be followed while execution.**
- 12) **Contractor will submit monthly RA bill once in a month for the work executed in the preceding month and shall be paid within 30 days of submission of bill complete in all respect after verification and certification by EIC.**
- 13) **Design Mix of concrete from approved laboratory/ Institute need to be submitted before start of any concrete job.**
- 14) **IS-456 Specification need to be followed for concrete job.**

### General Condition of Contract

- a. Normally work will be done in general shift starting from 08.00 hrs. However, in case of emergency work must be executed as per EIC.
- b. Scope of the work includes repair/rectification/replacement/modifications and development work as per the BOQ.
- c. Work will be executed anywhere in the plant/Outside area and at any elevation as per required quantum.
- d. Any debris/waste generated out of the work executed needs to be cleaned as per instruction of EIC.
- e. Immediate compliance for the defect identified should be ensured.
- f. Vendor must keep minimum stock of materials to ensure fast compliance.
- g. Any new work identified by the EIC should be executed immediately.
- h. Vendor must arrange all tools and tackles as per requirement of work.
- i. The contractor shall maintain a register in which daily work done will be recorded and to be certified by the engineer in charge or his nominated representative.
- j. MPL management can utilize resources to any part of the plant area and surroundings for similar jobs as per requirement and in case of emergency situation.
- k. The contractor/representative should make himself available daily 15 minutes before starting the shift to receive the instruction from Engineer-in-Charge/representative and leave the site at the end of shift after reporting status and obtaining his signature.
- l. The contractor in his absence is expected to authorize his representative to receive instructions in all the shifts from Engineer-in-Charge/representative on duty.
- m. The payment of wages to workers should be carried out monthly by 07th of every month.
- n. Contractor will submit monthly RA bill once in a month for the work executed in the preceding month and shall be paid within 30 days of submission of bill complete in all respect after verification and certification by EIC.
- o. The contractor shall be responsible for all risks involved, liabilities and obligations arising out of this contract, and all the provisions of law in force from time to time. The performance of the contractor will be reviewed, and if found unsatisfactory the contract may be terminated by the MPL.
- p. MPL may engage the other contractor at the cost and risk of existing contractor, if the assigned work is not carried out quickly and effectively. Two times the cost of the work will be recovered from the contractor's RA bill. The contractor will be given 07(Seven) days' notice Period before engaging such agency.**
- q. Any liability arising out of failure to comply with statutory government rules, regulation, and laws such as labour laws, labour license, factory acts, P.F. acts etc. will be taken care by contractor himself. MPL management will not be responsible for any such act violence by contractor.
- r. In case of any dispute with respect to the work order, terms and conditions, the decision of Station Head (PP) will be final.
- s. Security norms and gate entry procedure shall be strictly adhered to.
- t. The contractor shall provide I-cards to all employees/supervisor/site in charge/labourers which shall be randomly inspected.
- u. Health check-up of workmen must be carried out and report should be submitted to HR department
- v. All the materials supplied by the contractor as per scope of work shall be of the best quality which can be checked by EIC from time to time.

- w. Bidder should visit the site to understand and familiarize themselves thoroughly with the site condition / equipment's and system before submitting the tender as work is to be carried out at MPL site.
- x. **Rates quoted should be firm for entire contract period. No price escalation will be counted for billing purpose except for Bituminous Items. MPL will ask for Rate analysis for any line item if they found variation in price more than Plus minis 15%**
- y. Subletting the contract to another agency is not permitted.
- z. MPL reserve the right to increase/decrease the quantum of jobs to be performed.
- aa. **Any line item can be executed to any quantity. Quantity provided is tentative and indicative only.**

#### Penalty Clause.

- 1) **Penalty will be deducted for the work not executed or unsatisfactory work at the rate of quoted price plus 25% for that portion proportionately OR as decided by EIC .**
- 2) The contractor shall be responsible for risk involved, liabilities and obligation arising out of this contract under any provision of law enforced from time to time.
- 3) The contractor and his manpower shall have to follow all safety rules while working. To ensure that there is no accident which may cause loss of life and property. For this purpose, the contractor must provide proper safety training and instructions to the personnel working under him and ensure proper use of safety equipment's by them. In case of repetitive violations penalty may be imposed.
- 4) In case department receives any written complaint from workers regarding non-payment of wages, the amount payable to them will be recovered from the contractor's bill and will be paid to them. In case the contractor further fails to pay the wages to the workers, department will make such payments to the workers and charge 10% administrative overhead charge from the contractor on this account and may forfeit the security deposit also.

#### **WORK MEASUREMENT / CERTIFICATION**

The contractor should be fully conversant with modern practices and should be able to carry out the job independently. The contractor shall therefore engage qualified/experienced resources.

The Contractor shall be required to furnish satisfactory job completion report to MPL on daily basis. The monthly bills shall be released based on certified reports of the work.