

Service Level Agreement (SLA) Based Crane Service Contract Agreement

The Service Provider shall provide round-the-clock (24x7) Crane(30Mt) Operational Services (Crane Services) for the designated road stretch under the "Project Name." The Farana Crane (30 MT capacity) shall be provided by the Employer, while the Service Provider shall be responsible for deploying trained manpower, and for providing and maintaining the required equipment necessary for the proper operation of the crane Service.

The Service Provider shall ensure that the Crane Service remains fully operational at all times and complies with the Service Level Agreement (SLA) requirements specified under this Contract.

1. Responsibility Matrix

Item	Responsibility
Farana Crane (30 MT capacity)	The Employer shall provide "Farana Crane (30 MT capacity) complying with the minimum specifications prescribed under IRC: SP-84-2019, Section 12, Clause 12.11 and Annexure-D, read together with NHAJ Circular No. RW/G-23012/01/2019-W&A (Pt. III) dated 09.02.2021 and 22.03.2021 and NHAJ Policy Guidelines No. 12.36/2024 dated 12.12.2024, including any amendments issued from time to time.
Fuel	Fuel for running hours for crane shall be in the scope of the Employer. However, the service provider shall maintain an average mileage of 6 ltr/hr. for the Crane. In case the service provider fails to maintain the prescribed average mileage, the cost of excess fuel consumption shall be recovered at the prevailing market rate and deducted from the current bill of the service provider.
Farana Crane (30 MT capacity) Monthly Servicing	The Employer shall provide scheduled servicing of the vehicle as and when required. Any minor repair required during the operational period shall be the responsibility of the Service Provider.
Drivers	Service Provider shall deploy trained and valid licensed drivers for the operation of the Crane Vehicle.
Equipment for Crane	The Employer shall provide the equipment on a one-time basis at the commencement of the service. The Service Provider shall ensure that all equipment as provided by the employer are properly maintained and replenished

Item	Responsibility
	from time to time based on actual consumption, so as to maintain the required inventory levels at all times.
Operation & Incident Response	Service Provider shall be responsible for 24x7 crane operation, emergency response, and coordination during incidents along the Project stretch
Cleaning, Upkeep and Minor Maintenance of Vehicle	The Service Provider shall be responsible for regular cleaning, maintaining hygiene, proper upkeep, and minor maintenance of the Crane Vehicle to ensure that it remains in good operational condition at all times.

2. Crane Requirements and Responsibilities

Crane, along with medical devices, on-board equipment, and manpower, shall conform to the standard specifications issued vide Ministry's Letter No. RW/G-23017/01/2019-W&A (Pt.III) dated 09.07.2021 and as mentioned in this agreement.

The roles and responsibilities of Crane include, but are not limited to, the following:

- Recovery crane shall be operational 24 hours per day.
- Recovery Crane should be optimally located along the highway stretch (typically near black spots / accident-prone areas) to minimize response time to incidents.
- **Incident Detection / Notification:**
Whenever an incident is detected on the highway, as notify by the Employer/ local Command Centre / 1033 Call Centre/ Route Patrol Vehicle, providing details of the incident and requesting appropriate response support.

3. Service Level Agreement (SLA) Monitoring

- 3.1 The Service Provider shall monitor and maintain the stated Service Levels to provide quality service to the Employer and motorists for the entire duration of the contract period, even if the traffic on the highway stretches increases.
- 3.2 The Service Level parameters shall be monitored on a monthly basis as per the individual Service Level parameter requirements.
- 3.3 Payments to the Contractor shall be linked to compliance with the SLA metrics as mentioned in the agreement.
- 3.4 SLAs shall be subject to redefinition to the extent necessitated by field experience at the user units and developments in technology practices globally.
- 3.5 During the contract period, any changes to the SLA, in terms of addition, alteration, or deletion of certain parameters, shall be based on mutual consent of all parties, i.e., the Employer and the Service Provider, with a minimum thirty (30) days' notice.
- 3.6 The Service provider shall provide the required evident to measure the SLA parameters.
- 3.7 The Service provider shall ensure that the requisite permissions are granted to the employer for carrying out the audit process on a regular basis.

- 3.8 Penalties, if any, for non-compliance with SLAs shall be adjusted in the monthly payments. The final payment shall be released after all SLA deductions.
- 3.9 If the overall penalty applicable for any three consecutive months during the contract period is 20% or above (i.e., the service point score is less than 80 for three consecutive months), the Employer shall issue a warning notice.
- 3.10 Once a warning notice has been issued, if it is observed that the overall penalty in any subsequent three (3) consecutive months is again 20% or above (i.e., the service point score is less than 80), the Employer shall have the right to impose an additional penalty equivalent to the maximum monthly amount payable to the Service Provider for the services. Further, the Employer shall also have the right to terminate the Contract by giving a notice period of fifteen (15) days to the Service Provider.

4. Criteria, SLAs (Service Level Agreements) and Evaluation Metrics

The criteria, SLAs (Service Level Agreements), and evaluation metrics shall be as follows:

(i) Crane Response Time

Crane Response Time shall be defined as the time interval between Incident Detection and the Rescue Crane reaching the incident scene.

For incidents occurring within 25 km from the station/post, the Crane response time shall not exceed 30 minutes of call and clear the disable/accidented vehicle.

For incidents beyond 25 km and up to 50 km from the station/post, the Crane response time shall be proportionately increased up to 60 minutes of call and clear the disable/accidented vehicle.

This SLA of response time shall not be applicable in cases where the Crane is already attending a previous call which has not yet been concluded, and a new call is transferred to the same Crane.

Evaluation Criteria

Compliance Level	Points
95% or more cases	60 Points
90% – 94.99% cases	50 Points
85% – 89.99% cases	40 Points
Less than 85% cases	0 Points

(ii) Maintain the Equipment

The Service Provider shall at all times maintain the equipment as specified in the Agreement. The crane operator shall regularly check the availability and condition of all medicines and equipment and submit a report to the Employer.

The Service Level Agreement (SLA) shall be evaluated on a monthly basis in terms of the number of days the Rescue Crane Service remains compliant with the required standards.

Evaluation Criteria

Compliance Level	Points
25 Days or More	10 Points
22 Days – 25 Days	07 Points
20 Days – 22 Days	05 Points
Less than 20 Days	0 Points

(iii) Cleanliness and Maintenance of Rescue Crane

The Service Provider shall ensure the interior cleanliness of the Rescue Crane Vehicle before the start of each shift. The exterior of the Rescue Crane shall be kept clean at all times.

The Rescue Crane shall be wiped and cleaned daily at the end of each shift. Additionally, the vehicle shall be thoroughly washed at least twice a week before the commencement of the first shift of the day.

The Service Level Agreement (SLA) shall be evaluated based on the number of days the Crane Service remains compliant with the required standards.

Evaluation Criteria

Compliance Level	Points
28 Days or More	10 Points
25 Days – 27 Days	7 Points
Less than 25 Days	0 Points

(iv) Manpower Present

The Service Provider shall ensure the deployment of adequate and qualified manpower for the operation of the Rescue Crane throughout the Contract period.

Each Rescue Crane Vehicle shall be deployed with the following minimum manpower at all times:

One (1) trained Driver, qualification as mentioned in the agreement.

The Rescue Crane Service shall be available 24 hours a day and 7 days a week throughout the Project stretch. The Service Provider shall ensure that the required manpower is present during all operational shifts without interruption.

In case of absence, leave, or emergency, the Service Provider shall arrange immediate replacement manpower to ensure uninterrupted Crane services.

The Service Level Agreement (SLA) shall be evaluated based on the number of shift the Rescue Crane remains compliant with the required standards.

Evaluation Criteria

Compliance Level	Points
85 shift or more	20 Points
80 shift – 85 Shift	17 Points

Compliance Level	Points
Less than 80 shift	0 Points

V. Non-Attendance of Dispatch Call from 1033 Command Centre/Employer Representative

If the Crane does not attend a dispatch call/message received from the 1033 Command Centre/ Employer Representative, a penalty of ₹1,000 per call shall be levied on the Contractor. However, relaxation for non-attendance of up to two calls per month may be allowed on technical grounds.

5. Payment Disincentive Criteria

The performance of the Contractor shall be evaluated monthly by:

- Adding the points accumulated for Crane Response Time, and
- Maintained Medicine and Equipment, and
- Cleanliness and Maintenance of Rescue Crane, and
- Manpower present at shift and
- Recording the number of dispatch calls not attended by the Contractor.

The Contractor shall be scored on a scale of 1 to 100 points.

Payment to the Contractor shall be based on the **total points accumulated in a month** as per the following criteria:

Total Points	Payment for Crane Services
90 – 100 Points	100% Payment
85 – 89 Points	90% Payment
80 – 84 Points	80% Payment
50 – 79 Points	65% Payment
Less than 50 Points	0% Payment

In addition to the above:

- A penalty of ₹1,000 per unattended call shall be levied on the Contractor over and above the payment deductions mentioned above.
- A penalty any driver/operator is found not wearing the prescribed uniform and/or not carrying a valid ID card during duty, a penalty of INR 100 per person per shift shall be levied and deducted from the invoice.
- In case of any accident involving the vehicle by the negligence of the driver, the cost of repairs, as determined at the prevailing market rate, shall be deducted from the payments due to the Service Provider (if service provider does not repair the vehicle within 1 days)

6. Rescue Crane manpower Qualification

Crane Drivers—The Service Provider shall provide drivers for each crane, who shall be good, reliable, licensed, and experienced drivers, capable of operating the Crane(30Mt) Vehicles and providing rescue services and qualified in compliance with the requirements

Crane Driver Qualifications

- (a) The Drivers should have a valid license to drive a Farana Crane and Towing Crane vehicle
- (b) Drivers should be able to read, write, and maintain logbooks.
- (c) Basic training of employees should include fields such as
 - i. Vehicle driving along multiple shifts
 - ii. Minor repairing of vehicle
 - iii. Vehicle and equipment use and maintenance
 - iv. Radio and communication
 - v. Defensive driving
 - vi. Extinguishing vehicle fires
 - vii. Work site protection

Crane Driver Responsibilities

- (a) Regularly check and maintain the Crane, ensuring it is in good working condition (fuel levels, engine condition, tire pressure, lights, horn (forward and reverse), wipers, etc.).
- (b) Perform daily maintenance checks and troubleshoot operational issues.
- (c) Understand and adhere to workplace safety policies and regulations
- (d) Communicate effectively with the construction team to coordinate operations.
- (e) Study and understand weight limits, communication signals, and emergency procedures.
- (f) Always maintain a clean and safe work environment.
- (g) Inspect the vehicle before each shift to ensure it's safe to operate.
- (h) Report any mechanical issues.
- (i) Use mapping technology to determine the most efficient route between locations.

7. HR Compliance

- 7.1 Contractor shall ensure compliance with all applicable laws of India, including labour laws, such as Payment of Minimum Wages (Central or State whichever is higher) according to category and zones including labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc. in relation to its personnel. Contractor shall initially provide a copy of all its registration required under the laws of India for SPV's verification and subsequently submit a copy of the payments made to the statutory authorities on a monthly basis to the SPV for its verification and records. Contractor agrees to provide copies of the relevant documents /Statutory Registers to SPV as required by SPV at any time without demur.
- 7.2 HR non-compliance with HR requirements, an amount equivalent to 9% of the value of work executed in the current bill (excluding GST) shall be withheld from the invoice, applicable

from the second bill onwards, subject to a maximum cap of 5% of the total Contract Value.

7.3

However, no HR-related withholding shall be applicable to the current bill, if HR compliance has been duly submitted and accepted in the last paid invoice, the HR compliance amount shall not be withheld in the current bill.

7.4 For Incident Management contracts, HR compliances shall be monitored on a quarterly basis. In case HR non-compliance continues for six consecutive months, the contract shall be liable for termination.

7.5 The Service Provider shall provide backup documents regarding labour compliance, if any, as and when asked by the Client, within 3 (three) working days of such request.

8. General Terms & Conditions

8.1 The Service Provider shall maintain and update logbooks indicating trip details, working hours, breakdowns, and maintenance days, duly signed by the concerned Employers' personnel using the Vehicle or the Client's representative.

8.2 The Service Provider shall maintain and update an accident register detailing each accident/incident, including victim(s), date, time, location, tasks performed, first aid given, medical treatment provided, injury and/or fatality, and any other relevant details.

8.3 The logbook shall also record the quantity, rate, and date of each fuel refill.

8.4 The logbook and accident register shall be submitted to the Client's representative as and when required.

8.5 The Service Provider shall submit monthly invoices, duly approved by the Project Manager of the Project, along with the logbook and VTS/GPS report for certification by the Client on or before the 5th (fifth) day of each month for the services rendered in the previous month.

8.6 If the Service Provider is an MSME vendor, it shall be clearly mentioned on the invoice. A copy of the valid Udyam Certificate shall be attached with each payment request.

8.7 The Client shall make payment within 45 (forty-five) days from the receipt of an undisputed invoice along with all necessary supporting documents from the Service Provider.

8.8 All payments shall be subject to applicable tax deductions. Payments shall be released net of GST, which will be paid upon submission of proof of GST payment.

8.9 All payments made to the Service Provider under this Contract shall be in Indian Rupees (INR) against invoices duly approved and certified by the Client.

- 8.10 The contract rate/value shall include drivers' & Operator wages, overtime charges (if any), accommodation, food, mobile phone expenses, insurance costs, depreciation, and any other incidental expenses.
- 8.11 The services provided by the Service Provider are exempt under GST. However, if any taxes become applicable under the prevailing laws, the same shall be charged over and above the agreed amount at actuals. GST amounts mentioned in invoices shall be payable only upon submission of proof of GST payment and verification on the GST portal.
- 8.12 The Client shall be entitled, at any time, to request a detailed bifurcation of the monthly fees charged, including a breakdown of costs for drivers and operator.
- 8.13 Escalation at the rate of 5% per annum shall be applicable on the Crane Service charges under this Contract, effective from the completion of the first year and applicable for each subsequent year of the Contract period.
- 8.14 Fuel for running hours for crane shall be in the scope of the Employer. However, the service provider shall maintain an average mileage of 6 ltr/hr. for the Crane. In case the service provider fails to maintain the prescribed average mileage, the cost of excess fuel consumption shall be recovered at the prevailing market rate and deducted from the current bill of the service provider.
- 8.15 In the event of any misconduct, negligence, indiscipline, or inappropriate behaviour by the staff deployed by the Service Provider, the Employer shall have the right to report the matter to the Service Provider. Upon such notice, the Service Provider shall take immediate corrective action, including replacement of the concerned staff, if required, within a reasonable time not exceeding 48 hours. The Service Provider shall ensure that all personnel deployed for the services maintain proper discipline, professional conduct, and comply with all instructions issued by the Employer from time to time during the execution of the services. If such misconduct is repeated or not rectified promptly, the Employer shall have the right to impose penalties as per the provisions of this Contract or take appropriate action as deemed necessary.

9. Termination Clause

9.1 Termination for Default

The Employer shall have the right to terminate the Contract by giving **15 (fifteen) days' written notice** to the Service Provider in case the Service Provider fails to perform the services in accordance with the terms and conditions of this Contract or commits a material breach of any provision of the Agreement.

9.2 Termination for Repeated Non-Performance

If the Service Provider fails to meet the prescribed **Service Level Agreement (SLA)** requirements or if the penalty exceeds **20% of the monthly service amount for three (3) consecutive months**, the Employer shall have the right to terminate the Contract after issuing a written notice of **15 (fifteen) days**.

9.3 Termination for Convenience

The Employer may terminate this Contract **at its discretion** by providing **30 (thirty) days' written notice** to the Service Provider without assigning any reason.

9.4 Termination by Service Provider

The Service Provider may terminate the Contract by giving **30 (thirty) days' prior written notice** to the Employer, subject to completion of all ongoing obligations and settlement of pending dues.

9.5 Settlement upon Termination

Upon termination of the Contract, the Service Provider shall submit all pending records, Vehicle, logbooks, equipment, and documents related to the services. Payment shall be made only for the services satisfactorily rendered up to the effective date of termination, subject to deductions, if any, as per the Contract and handing over process.

10. Crane Vehicle Hand Over and Takeover Process

10.1 The Employer shall hand over the Crane Vehicle to the Service Provider at the commencement of the Contract in good working condition along with all necessary documents, equipment, and accessories.

10.2 A joint inspection of the Crane Vehicle shall be carried out by representatives of the Employer and the Service Provider at the time of handover. The condition of the vehicle, equipment, and accessories shall be recorded in a Vehicle Handover Report, duly signed by both parties.

10.3 The Service Provider shall be responsible for the proper operation, safekeeping, and maintenance of the Crane Vehicle during the Contract period in accordance with the terms and conditions of this Agreement.

10.4 Upon completion or termination of the Contract, the Service Provider shall hand over the Crane Vehicle to the Employer in good working condition along with all documents, equipment, and medicines originally provided at the time of handover, subject to normal wear and tear.

10.5 A joint inspection shall again be conducted at the time of vehicle takeover by the Employer, and a Vehicle Takeover Report shall be prepared and signed by both parties.

10.6 Any damage to the vehicle, equipment, or accessories beyond normal wear and tears shall be assessed and the cost of repair or replacement shall be recovered from the Service Provider.

11. Indemnity and Liability

11.1 The Service Provider shall indemnify and keep indemnified the Employer, its officers, employees, and representatives against any and all claims, losses, damages, liabilities, penalties, or expenses arising out of or in connection with the performance of the services under this Contract due to negligence, misconduct, or breach of obligations by the Service Provider or its personnel.

- 11.2 The Service Provider shall be solely responsible for any injury, loss, damage, or accident caused to any person, property, or third party arising out of the operation of the Crane Vehicle or the services provided under this Contract.
- 11.3 The Service Provider shall ensure that all personnel deployed for the services comply with applicable laws, rules, and regulations, including safety requirements and medical service standards.
- 11.4 The Employer shall not be held liable for any claims, compensation, damages, or legal proceedings arising due to the acts, omissions, negligence, or misconduct of the Service Provider or its employees during the execution of the services.
- 11.5 The Service Provider shall maintain valid insurance coverage for its personnel and shall comply with all statutory obligations applicable under the relevant laws during the Contract period.