



**MAHARASHTRA METRO RAIL CORPORATION LIMITED (MAHA-METRO)**

**PUNE METRO RAIL PROJECT**

**BID DOCUMENTS**

**FOR**

**DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING & COMMISSIONING AND COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF EMV BASED OPEN LOOP AUTOMATED FARE COLLECTION SYSTEM FOR PUNE METRO RAIL PROJECT AND INTEGRATION WITH OTHER PUBLIC TRANSPORT SYSTEMS PROJECT.**

**TENDER NO.**

**P1AFC01/2019**

**PART 3:**

**ANNEXURE-X-Service Level Agreement**

**MAHARASHTRA METRO RAIL CORPORATION LTD**  
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## Annexure: Service level agreements

### Introduction

- (i) This document details the expected service levels for various services to be provided by the Contractor. Performance of the Contractor services shall be measured against the service level agreements and Key Performance Indicators (KPIs) as explained and detailed in this document.
- (ii) The service level targets define the levels of service to be provided by Contractor to the Employer for the duration of this contract from the date of opening of a Section for revenue services or until the stated SLA targets are amended.
- (iii) The objectives of SLA governance Model are to:
  - a. Provide clear reference to service ownership, accountability, roles and/or responsibilities.
  - b. Present a clear, concise and measurable description of service provisioning at each level.
  - c. Match perceptions of expected service provisioning with actual service support and delivery.
- (iv) The SLAs are intended to:
  - a. Make explicit the expectations that the Employer has for performance
  - b. Help Employer control and ensure the planned levels and performance of services
  - c. Trigger a process that brings Employer and Managed Services Provider's management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target.

### Definitions

- (i) For generic definitions, please refer to Volume 3 – General and Particular Conditions.
- (ii) Below are definitions specific to SLA
  - a. “Peak Hours” means the following periods of time during the revenue services hours of Maha Metro -Pune Metro Project
    - i. 0700hours to 1100 hours on all days except Sundays or Public holidays
    - ii. 1700hours to 2100 hours on all days except Sundays or Public holidays
  - b. “Non-Peak Hours” means the period of time during the revenue services hours of Maha Metro Pune Metro that is classified as Peak Hours

### Reporting procedures

- (i) To the extent possible SLA reporting should be based on automated logs with minimal manual intervention.
- (ii) Well-defined processes should be implemented for those SLAs that require manual intervention for measurement and reporting.
- (iii) The SLA performance reports in an agreed upon format should be made available on-line.

- (iv) The reports will include “actual versus target” SLA performance, a variance analysis and discussion of appropriate issues or significant events.
- (v) SLA reports will be distributed to authorized management personnel as directed by Employer.

## **Issue management procedures**

### **General**

This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Employer and Contractor. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.

### **Issue management process**

- (i) Either Engineer or Contractor may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- (ii) A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- (iii) In the event a significant business issue is still unresolved, the arbitration procedures described in the Contract will be used.

## **Management escalation procedures and contact map**

- (i) The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved. Implementing this procedure ensures that Employer and Contractor’s management are communicating at the appropriate levels.
- (ii) Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.
  - a. Either Employer or Contractor can initiate the procedure
  - b. The “moving party” should promptly notify the other party that management escalation will be initiated
  - c. Management escalation will be defined as shown in the contact map below
  - d. Escalation will be one level at a time and concurrently

## Contact Map

Name	Designation	Party	Contact
		Employer(Employer)	
		Contractor	

## SLA Change Control

### General

- (i) It is acknowledged that the SLAs may change as Employer's business needs evolve over the course of the contract period.
- (ii) This document defines the following management procedures:
  - a) A process for negotiating changes to the SLA.
  - b) An issue management process for documenting and resolving particularly difficult issues.
  - c) Employer and Contractor's management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- (iii) Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by the Employer and Contractor.
- (iv) Employer or the Contractor can request a change in SLAs.
- (v) Changes will be documented as an addendum to this document and, consequently, the Contract.
- (vi) If there is any confusion or conflict between the Contract and this document, the Tender and its addendums, the Contract will supersede.

### SLA Change Process

- (i) The parties may amend this SLA by mutual agreement in accordance with the process described below.
- (ii) Changes can be proposed by either party.
- (iii) **The Contractor's representative will initiate an SLA review at least bi-annually.** Normally, the forum for negotiating SLA changes will be Employer's monthly meetings or the Technology and Architecture Review Board. Employer and Contractor will review the Service Levels and mutually agree whether to:
  - a. Add to, delete or change the Services to be measured and the corresponding Service Levels to reflect changes in Employer's business operations; and
  - b. Improve the existing Service Levels, where warranted, to reflect operational or technical improvements.
- (iv) Unresolved issues will be addressed using the issue management process.

- (v) The Contractor's representative will maintain and distribute current copies of the SLA document as directed by Employer. Additional copies of the current SLA will be available at all times to authorized parties.

### **Service Levels for a New Service, Optional Service or Additional Services**

- (i) With respect to a New Service, Optional Service or Additional Services, Contractor and Employer will establish initial Service Levels following full implementation of such Services which will apply during the initial 90-day period of Contractor providing such New Service, Optional Service or Additional Services.
- (ii) To the extent appropriate, such initial Service Levels will be the same as or similar to existing Service Levels for the same or similar Services.
- (iii) During such 90 days, Contractor and Employer will conduct a process for **Measurement and Validation of Service Levels** to validate the initial Service Levels and agree upon the actual Service Levels.
- (iv) The finalized service levels shall be documented and implemented in adherence with the SLA version control process.

### **SLA Version Control**

- (i) All negotiated SLA changes will require changing the version control number.
- (ii) SLAs shall be documented for new services, optional services and additional services following the completion of measurement and validation for those SLAs.
- (iii) As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

### **Application of Liquidated Damages**

- (i) A maximum level of performance Liquidated Damages are established and described below.
- (ii) The framework for performance Liquidated Damages as a result of not meeting the Service Level Targets are detailed below.
- (iii) A monthly performance evaluation will be conducted.
- (iv) Liquidated Damages associated with the month shall apply.
- (v) Breach of SLAs target shall result in various severity level based on the business impact the component causes to Contractor services.

### SERVICE LEVELS

Activation of SLA: The SLAs specified in this section shall be activated from the date of opening of a Section for revenue services.

S. No.	Measurement	Definition	Target	Penalty
1	Non-availability of AFC systems leading to Downtime of a gate	“Downtime” is the time the services and facilities are not available to the Employer and excludes the scheduled outages planned in advance	For more than 15 Minutes (Fifteen minutes) cumulatively during Peak Hours in a day for gates in a station	a. INR 1 Lakh per day per station  b. Additional INR 50,000 per day per station for every additional 15 minutes cumulative during Peak Hours for gates in a station
			For more than 45 Minutes (Forty Five Minutes) cumulatively during Non-Peak Hours in a day for gates in a station	a. INR 1 Lakh per day per station  b. Additional INR 50,000 per day per station for every additional 45 minutes cumulative during Non-Peak Hours for gates in a station
2	Non-availability of smart card acceptance infrastructure	Downtime of Card reader terminals at Gates, TOM and TVM at a station	For more than 15 Minutes (Fifteen minutes) cumulatively during Peak Hours in a day for gates in a station	a. INR 1 Lakh per day per station  b. Additional INR 50,000 per day per station for every additional 15 minutes cumulative during Peak Hours for gates in a station
			For more than 45 Minutes (Forty Five Minutes) cumulatively during Non-Peak Hours in a day for gates in a station	a. INR 1 Lakh per day per station  b. Additional INR 50,000 per day per station for every additional

S. No.	Measurement	Definition	Target	Penalty
				45 minutes cumulative during Non-Peak Hours for gates in a station
3	Delay in settlement of Fare Box revenues, Non-Fare Box Revenue and Annual Premium beyond declared period	Delay from the schedule date in 'days' for transfer of payments by Contractor to Employer towards collection of Fare Box Revenue, payment of Annual Premium and Non-Fare Box Revenue	For every day's delay up to 30 days For every day's delay beyond 30 days	a. Levy of interest at annual rate of 24% for the delay period a. Levy of interest at annual rate of 24% for the delay period b. Forfeiture of Revenue Security

