

Section-G: Revised Service Level Agreement (SLA)

Once the Bid of the successful bidder is accepted by LIC, the Bidder shall enter into a Service Level Agreement (SLA) with the LIC in the LIC's prescribed format, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.

The contract will be for a period of 5 years. The overall penalty including LD is capped at maximum 10% of TCO; beyond which LIC may invoke Termination of Contract, as per LIC's discretion. Further, LIC may terminate the contract (fully/partially) and may invoke the BG to recover any amount due to LIC. LIC reserves its right to recover the amounts by any mode such as adjusting from any payments to be made by the LIC to the company.

Regulatory authority may inspect facilities of successful bidder for 2 years beyond the contract period and successful bidder shall extend full cooperation in carrying out of such inspection.

Bidder must arrange the resource ONSITE for this project failing to which LIC will impose penalty as per mentioned below, per resource per day during contract period. In case of absence of any of the resources, standby manpower shall be provided by the bidder of equivalent or higher qualification to meet the agreed strength for each team. If LIC is not satisfied with the performance of the standby personnel, LIC may not accept such standby manpower.

SN.	Description/ Deliverable	Penalty
1	Phase 1 - Delivery of Comprehensive Gap and Applicability Assessment - Applicability Assessment Report, Comprehensive DPDP Gap Assessment Report, Data Protection Impact Assessment (DPIA) Report, Risk Classification and Risk Categorization Matrix, Impact Analysis, Prioritized Remediation Roadmap Mapped to DPDP Act Provisions	0.2 % of the total PO value per week of delay
2	Phase 2 - Data Discovery and Mapping - Enterprise Personal Data Inventory, Data Flow Diagrams, Single Source of Truth, Cross-Border Data Processing Mapping	0.2 % of the total PO value per week of delay
3	Phase 3 - DPDP Framework, Policy and Design - Approved DPDP Governance Framework, DPO Governance Framework, Policies, Guidelines, and Standard Operating Procedures (SOPs), Privacy Notices and Consent Artefacts, DPIA Templates. Identification of Data and Process Owners, Data Principal Rights Policy	0.2 % of the total PO value per week of delay
4	Phase 4 - PMC (Project Management Consultant) - RFP for Procurement of Privacy Automation Tool (e.g. Consent Management System, Data Principal Rights Management, Data Protection Impact Assessment (DPIA) Automation, Data Breach Management, Grievance Redressal Management, Privacy Controls Implementation, Compliance Reporting and Dashboards)	0.2 % of the total PO value per week of delay
5	Phase 5 - Implementation and Technology Enablement - Record of Processing Activities (ROPA) Register, Implementation and Integration Reports, Privacy Automation Tool Documentation, Integration of Privacy Automation Tools with LIC Applications, Third-Party Privacy Clause Implementation, Privacy by Design for New Initiatives	0.2 % of the total PO value per week of delay
6	Phase 6 - Operations, Training and Compliance Assurance - DPDP Training Completion Reports, Compliance Dashboards	0.2 % of the total PO value per week of delay

	(Governance, DPIA, and Related Metrics), Incident Management and Response Framework, Audit Support Artefacts.	
7	Phase 7 - Post Implementation - Post-Implementation Training, Compliance Monitoring and PMC Activities, Periodic Data Privacy Audit, Updation of Data Inventory and Data Flow Diagrams (DFD), Periodic Data Protection Impact Assessment (DPIA), Data Breach Management, Implementation of New Developments as per DPDP Act Requirements. PMC Maintenance and sustenance	0.2 % of the total PO value per week of delay
8	The details of Project Manager are not communicated to LIC within 1 week of receipt of PO	Rs. 500/- per day subject to maximum of Rs. 5000/-
9	Delay in posting of on-site support Personnel beyond 2 weeks from the date of issue of purchase order for security products.	Rs. 500/- per day per resource subject to maximum of Rs. 5,00,000/-
14	Delay in providing complete escalation matrix for on-site support beyond 1 week from date of issue of PO	Rs. 500/- per day subject to maximum of Rs. 5000/-
15	If the first (introductory) meeting is not held within 1 week from the date of receipt of the first Purchase Order and/or escalation matrix is not submitted.	Rs. 500/- per day subject to maximum of Rs. 5000/-
16	If structured weekly meetings are not held (by the Project Manager) with ED (ERM)/ CISO/ DPO/ Secy (ERM-IT-CSD)/ Dy.Secy (ERM-IT-CSD), ERM-IT-CSD Section.	Rs.500/- for each meeting not held.
17	If CV and certified documents of the proposed candidates are not submitted within 1 week from date of Purchase Order (PO)	Rs.500/- per day per resource.
18	The on-site Personnel should be present in LIC's premises as per the RFP conditions.	Double the proportionate amount for the relevant onsite support charges will be deducted for any non-compliance.
19	If the on-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalisation.	10 % of the Annual on-site charges for the first incident, to be incremented by 5% for each repetition. The number of such occurrences shall be reckoned from the date of purchase order for on-site support. The Personnel may have to be changed, if LIC so requests. If LIC requests for a change, SI will be given a buffer of not more than 30days to suitably replace the Personnel.
20	In case bidder wants to change the onsite support person, minimum of one-and-half month (45 days) advance notice shall be given by the bidder to LIC. If not done, penalty will be imposed.	Penalty of Rs.1,000/- per instance.
21	In case bidder wants to change the onsite person, an overlapping period of at least 21 days has to be there between the new and old onsite support person. If not done, penalty will	1% per day of the relevant onsite support.

	be imposed	
22	In case LIC wishes to get the onsite person changed, if replacement from the identified pool is not provided within 30 days	1% per day of the relevant onsite support.
23	If the training is not conducted within five days of intimation to the vendor.	Rs.1000/- per day subject to a maximum of Rs.50, 000/- .
24	If the onsite resource goes on leave for more than five working days continuously, suitable substitute (mutually agreed) has to be provided. In case the same is not provided.	Rs. 1000/- per working day from the sixth working day subject to a maximum of Rs. 50,000/-

Penalty caps:

- ❖ The maximum penalty applicable for each phase of project implementation shall be capped at 10% of that phase as per Commercials.
- ❖ Penalty will not be applicable if there is delay due to issues pertaining to LIC. However the same has to be documented and mutually agreed upon.
- ❖ The Vendor will adhere to all the provisions of the Digital Personal Data Protection Act, 2023 and Digital Personal Data Protection Rules 2025 and further amendments by Central Govt from time to time.