



Section-G: Service Level Agreement (SLA)

Successful vendor(s) will have to agree to the defined SLA and Milestone schedule and non-compliance of which will result in application of penalties/liquidated damages as per penalty clauses given below. It will form part of the contract.

The successful bidder will provide a SLA management tool for providing the SLA reports.

The penalty so calculated will either be adjusted with the payments or will be separately realized from the bidder.

Cumulative penalty during the contract period for breach of SLA mentioned above shall be capped at 10% of the contract value (TCO).

The liquidated damages (LD)/penalties shall be deducted / recovered by LIC from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to LIC's right to levy any other penalty were provided for under the contract.

All the above are independent of each other and are applicable separately and concurrently. LD/penalty is not applicable for the reasons attributable to LIC and Force Majeure.

The Service Level Agreement for Operational issues (related to both software and hardware) will be finalized with the successful bidder at the time of signing of contract, based on the service delivery model proposed by the Bidder.

LIC reserves the right to extend the maintenance and support services for up to additional two years (i.e. 6th and 7th year) at a mutually agreed rate.

The bidder has to ensure adherence to SLAs given in this RFP. Non-adherence will attract penalties as given below:

Implementation SLA

SN	Description	Penalty
1	Request for details of information from LIC	Rs 1000 per week of delay subject to maximum of Rs. 5,000/-.
2	Submission of Scope of Work and Implementation Plan	Rs 1000 per week of delay subject to maximum of Rs. 5,000/-.
3	The details of Service Delivery Manager are not communicated to LIC within 3 weeks of receipt of PO	Rs.1, 000/- per day of delay subject to maximum of Rs. 5,000/-.
4	If CV and certified documents of the proposed candidates are not submitted within 3 weeks from date of Purchase Order (PO)	Rs.1,000/- per day per candidate subject to maximum of Rs. 5,000/-.
5	Delay in posting of on-site support Personnel beyond 6 weeks from the date of issue of purchase order for security products.	Rs.1, 000/- per day of delay subject to maximum of Rs. 10, 00,000/-.

6	If the first (introductory) meeting is not held within 2 weeks from the date of receipt of the first Purchase Order and/or escalation matrix is not submitted.	Rs.1,000/- per day for the delayed subject to maximum of Rs. 50,000/-.
7	Delay in submission of HLD and LLD beyond 6 weeks from the date of issue of purchase order.	0.02% of the total PO value for every week of delay.
8	Delay in delivery of all Hardware solutions needed as per the expected deliverables within the defined timeline.	0.25 % of the total PO value of the hardware per week of delay or part thereof.
9	Delay in delivery of all software/appliances solutions needed as per the expected deliverables within the defined timeline.	0.25 % of the total value of the delayed software/appliances per week of delay or part thereof.
10	Incase of a breakdown of appliances, hardware, components accessories, systems software, and/or any products, the relevant defect should be attended immediately and rectified within 4 hours of the receipt/notice of the complaint.	0.01% of the annual onsite charges for each hour of delay or part thereof.
11	Incase of a malfunctioning of appliances, accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 4 hours of the receipt/notice of the complaint.	0.01% of the annual onsite charges for every 4 hours of delay or part thereof.
12	If structured weekly meetings during the implementation phase up to go-live are not held (by the Service Delivery/ Project Manager) with ED(ERM)/CISO/DPO.	Rs.1,000/- for each meeting not held.
13	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.
14	If the on-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalization	10 % of the quarterly 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 30 days to suitably replace the Personnel.

15	In case vendor wants to change the onsite support person, minimum of one-and-half month(45days)advance notice shall be given by the vendor to LIC. If not done, penalty will be imposed.	Penalty of Rs. 5, 000/- per instance.
16	In case the vendor wants to change the onsite person,an overlapping period of atleast 21 days has to be there between the new and old onsite support person. If not done, penalty will be imposed.	5% per day of the relevant onsite support.

Reporting & Dashboard SLA

Sr. no	Service Category	Description	Penalty
1.	Service Availability (Uptime)	a) < 4 hours for modules mentioned below: 1. Data Privacy Notice Management 2. Consent Management 3. Cookie Consent Management 4. Data Principal Rights Management 5. Personal Data Breach Management	2% of the quarterly onsite charges for each hour of delay subject to a maximum of 10% of the quarterly onsite charges.
2.	Service Availability (Uptime)	a) < 8 hours for modules mentioned below: 1. Data Discovery & Mapping 2. Data Protection Impact Assessment 3. Records of Processing Activities 4. Third Party Vendor Risk Management 5. Compliance	2% of the quarterly onsite charges for each hour of delay subject to a maximum of 10% of the quarterly onsite charges.

Sr. no	Service Category	Description	Penalty
		Reporting & Dashboards 6. Workflow Management 7. DPDP Program Management Portal	
3.	Solution management- Version/ Release/Upgrades / Patches	The bidder should notify the LIC team and guarantee that the entire stack, including firmware, software, etc., are kept up to date with the latest firmware, patches, upgrades, releases, versions, etc., in accordance with the LIC's policy (N-1).	If the patches /signature files are not deployed within a period of 7 working days of LIC from the release of latest version/update by OEM, it will attract a penalty of 1% of the charges from quarterly on-site charges for each week of delay or part thereof subject to a maximum of 10% of the quarterly onsite charges.
4.	Audit of In scope solution	The proposed solution infrastructure may undergo auditing by LIC and/or third-party entities.	Audit findings should be closed in mutually agreed timeframe. A 1% penalty of quarterly charges will be imposed for each week of delay in addressing critical and important findings subject to a maximum of 10% of the quarterly onsite charges. A 1% penalty will be applied for each recurring finding.
5.	Report and Dashboard Compliance- Periodic reports to be provided as per requirements of LIC	Daily Reports: To be decided mutually. Weekly Reports: To be decided mutually. Monthly Reports: By 4th day of every month (n) for 1st day of (n- 1) month to last day of (n-1) month. Ad hoc reports: Detailed RCAs for	Delay in reporting daily report exceeding 1 hour will result in a 0.5% penalty of quarterly onsite charges for each day of delay subject to a maximum of 5% of the quarterly onsite charges. Delay in reporting both weekly and monthly reports exceeding 3 days will result in a 0.5% penalty of

Sr. no	Service Category	Description	Penalty
		security incidents. To be decided mutually.	quarterly onsite charges for each day of delay subject to a maximum of 5% of the quarterly onsite charges. Delay in reporting Ad-hoc reports exceeding 2 days will result in a 0.5% penalty of quarterly onsite charges for each day of delay subject to a maximum of 5% of the quarterly onsite charges.
6.	Manpower services	Availability of the minimum required workforce as per this RFP, with adjustments and additions as mutually agreed in writing upon over time.	Penalty for resources with the specified qualifications and certifications in the RFP for each day: ○ The daily manpower charge for each day of resource absence ○ Additionally, 5% of the daily resource charge for each day of resource absence
7.	Security Bug/ vulnerability/ enhancements etc. – Rectification of security and operational bug/Vulnerability/ enhancements	Critical issue within 2 working days from observation reported/detected.	A penalty of 2% per week of the quarterly onsite charges for non-compliance after the timelines subject to a maximum of 5% of the quarterly onsite charges.
		Non-critical issue within 6 working Days from observation reported/detected.	A penalty of 1% of the quarterly onsite charges per week for non-compliance after the timelines subject to a maximum of 5% of the quarterly onsite charges..
8.	In case of malfunctioning and/ or breakdown of appliances, hardware, hardware components accessories, systems software, and/ or any products	The relevant defect should be attended immediately and rectified within 5 hours in case of malfunctioning or 2 days in case of breakdown of the receipt/ notice of the	0.1% of the total PO value per each hour of delay or part thereof 0.1% of the total PO value per every 6 hours of delay or part thereof

Sr. no	Service Category	Description	Penalty
		complaint.	
9.	Consent Management	Consent transaction response ≤ 3 seconds	1) SLA Compliance $\geq 99\%$: No penalty 2) SLA Compliance 98% to $<99\%$: 2% of the quarterly onsite charges. 3) SLA Compliance 95% to $<98\%$: 5% of the quarterly onsite charges. 4) SLA Compliance $<95\%$: 10% of the quarterly onsite charges. 5) Repeated non-compliance for 3 consecutive months: LIC may require corrective action and/or replace the resource/team at vendor's cost.
10.	Data Principal Rights Management	Request registration immediate; acknowledgement ≤ 15 minutes	
11.	Personal Data Breach Management	Alert and incident creation ≤ 15 minutes	
12.	Compliance Dashboard	Dashboard availability $\geq 99\%$; status changes reflected ≤ 1 working day; report generation ≤ 5 minutes.	