

Revised SLA for NMS**5. SLA for NMS –****5.1 Penalty (Delivery & Installation/implementation)**

S.No.	Classification	Stipulated time	Penalty for delay per week or part thereof	Maximum penalty
1	Completion of Milestone 1 as in revised section 3.21 Project timeline.	12 Weeks from date of purchase order.	0.5% of purchase order value of line item number 1 of commercial bid	6 % of purchase order value of line item number 1 of commercial bid
2	Completion of Milestone 2 as in revised section 3.21 Project timeline.	24 Weeks from date of purchase order.	1% of purchase order value of line item number 1 of commercial bid	10 % of purchase order value of line item number 1 of commercial bid
3	Completion of Milestone 3 as in revised section 3.21 Project timeline.	30 Weeks from date of purchase order.	Rs 5000/-	1 % of purchase order value of line item number 1 of commercial bid
4	Completion of Milestone 4 as in revised section 3.21 Project timeline.	24 Weeks from date of purchase order.	1 % of purchase order value of line item number 4 of commercial bid	20 % of purchase order value of line item number 4 of commercial bid

In case Milestone 2 and Milestone 3 are not completed within 35 weeks from date of purchase order, LIC in its discretion may consider termination of the Contract.

5.2 Penalty During AMC Period:

The successful bidder shall resolve within the stipulated time as listed below for any queries or issues related NMS & Ticketing after placing the call by LIC Network team. If bidders fail to resolve the issue shall attract penalty.

Classification	Stipulated time	Penalty per completed hour beyond stipulated Resolution Time
NMS Application down	2 hours	Rs.1000/-
Application not giving desired results.	4 hours	Rs.1000/-
If any bug need to fix or any configuration error	8 hours	Rs.1000/-
Reports / Statistic are giving error	4hours	Rs.1000/-
Absence of L1 resource without replacement.	0 days	1.5 X (Annual cost of L1)/(12 X Number of working days in the relevant month) for each day of absence
Report/dashboard customization request	2 days	5000/- per working day of delay.

(#)Resolution Time starts from the time the call is logged. For the purpose of SLA, a day means the period from the commencement of business hours to close of business hours at a particular location. An hour means duration of 60 minutes during the business hours of a location.

The Bidder is expected to complete the responsibilities that have been assigned as per the implementation timelines mentioned in Section: Project implemented period. The bidder is required to adhere to the Service Level Agreements as mentioned below for the operations phase.

SLAs for Solution Uptime (excluding planned down time)

S.no.	Service Area	Service Level	Penalty
	NMS Solution Uptime	Uptime % calculated on monthly basis for NMS.	Penalty as mentioned below of overall Monthly NMS operation Cost*.
1		Above 99.9%	NA
2		98% to 99.9%	2%
3		95% to 97.99%	4%
4		90% to 94.99%	6%
5		80% to 89.99%	8%
6		70% to 79.99%	10%
7		Less than 70%	100%

NMS Operations Cost includes: sum of costs against line items 2 and 3 mentioned in Commercial Bid form.

Uptime: The percentage uptime shall be calculated on monthly basis as follows:
$$\text{Availability} = \frac{(\text{Total number of Hours in month} - \text{Total Outage Hours in month})}{\text{Total Number of Hours in month}} \times 100$$

Penalties for AMC and L1 support shall be calculated on monthly basis and shall be capped at 100 % of the proportional invoice for the respective month.

The vendor shall provide a system to calculate all SLAs mentioned above. LIC shall, however, verify the same independently, and LIC's decision in this regard shall be final.

LIC may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes LIC's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.