

Revised Service Level Agreement (SLA)

Section-G: Service Level Agreement (SLA)

The vendor shall be responsible for end to end uptime of the Video Conferencing Solution. A single SLA with respect to video uptime, whether it is for network failure, network device failure (active or passive component), and video bridge related issues or video end point, display unit etc. issues shall be applicable.

Definition of video site-uptime:

Working days: Six days a week (Monday to Saturday)

- Working hour window (for video site-uptime and SLA calculations for all room based solution => 10 AM To 6 PM (i.e. 8 working hours per working day).
- Total working hours in a quarter will be calculated as (M1+M2+M3) x 8, Where M1, M2 & M3 will be the working days in the respective months in the respective quarter. Sundays/LIC-Holidays will be excluded from the working days/hours.
- Total outage hours shall be defined as the total hours lost (when service is not available) during the working hour window.
- A site will be defined as every location where the room based solution or desktop solution for which the hardware has been provided by the bidder. If there are four room based solution in the same building they would be counted as four sites.

Video Site-Uptime Calculation: The percentage uptime shall be calculated on quarterly basis as follows:

$$\text{Availability (in \%)} = \frac{(\text{Total no of working hours in quarter} - \text{Total Outage Hours in quarter})}{(\text{Total No of working hours in quarter})} \times 100$$

The vendor has to ensure adherence to time-schedules given in this RFP. Non-adherence will attract penalties as given below:

Penalties for downtime of Sites :

Levy of penalties is without prejudice to other rights and remedies available under this agreement:

Level of Video uptime per month	Downtime Penalty
Committed SLA>=99.90 %	-NIL-
>=99.40% but <99.90%	5% of Quarterly Charges for the site
>=98.90% but <99.40%	10 % of Quarterly Charges for the site
>=98.40% but <98.90%	15 % of Quarterly Charges for the site
>=97.90% but <98.40%	20 % of Quarterly Charges for the site
<97.90 %	25 % of Quarterly charges for the site and LIC also reserves the right to terminate the contract.
	Further if the number of time the site is down during a month exceeds 3, LIC reserves the right to terminate the contract.
PACKET LOSS / DROP: In case the packet loss/drop is greater than the committed parameter.	Rs. 200.00 per event in the working hour window as defined above. The test for these parameters shall be conducted every quarter before settlement of the bill, at 10 locations selected randomly across each zone

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If the downtime for two successive months is less than 95%, then an additional of 2% penalty of quarterly charges will be charged.

For the purpose of maintenance and support SLA, the video sites (room based solution and desktop solution for which the hardware has been provided by the bidder) are categorized as under.

Category A – Select locations in Mumbai, Pune, Delhi, Kanpur, Agra, Patna, Jamshedpur, Kolkata, Bhopal, Hyderabad, Chennai, and Bangalore.

Category B – All remaining locations

1. Delay in delivery of services:

SN	Description	Penalty
1	Delay in commissioning of links, as per the specifications, beyond 12 weeks from the date of receipt of the purchase order.	0.2% of the annual charges of links ordered for that location, per day till the date of installation/integration subject to a maximum of 10% of the total annual charges for that location.
2	Delay in request for details of information from LIC beyond 1 week from the date of receipt of LIC's letter about bidder's selection as successful bidder.	0.005% of the total Contract Value for every week of delay or part thereof.
3	Delay in submission of HLD and LLD beyond 3 weeks from the date of acceptance of the purchase order.	0.005% of the total Contract Value for every week of delay or part thereof.
4	Delay in installing, commissioning, redeployment of the managed VC solution, as per the specification, beyond 16 weeks.	0.2% of the total annual charges of the managed VC solution for that location per day till the date of installation/commissioning/redeployment subject to a maximum of 10% of the total annual charges for that location.
5	72 hour standard change time from verifying receipt of all necessary change information to complete the change requested	Rs. 500 for every 1 working hours of delay or part thereof.
6	The bidder is expected to continuously monitor the endpoint availability. In case of a breakdown of any part of the entire solution/complete breakdown at Category-A sites, the relevant defect should be attended immediately and rectified within 6 working hours of the receipt/notice/identification of the complaint/identification of the fault through NOC/VNOC.	Rs. 1000 for every 1 working hour of delay or part thereof in addition to other applicable penalties.
7	In case of a malfunctioning of the video solution/performance issues at Category-A sites the relevant defect should be attended immediately and rectified within 6 working hours of the receipt/notice of the complaint.	Rs. 1000 for every 1 working hour of delay or part thereof in addition to other applicable penalties.
8	In case of a malfunctioning of the video solution/performance issues at Category-B sites the relevant defect should be attended immediately and rectified within 6 working hours of the receipt/notice of the complaint.	Rs. 1000 for every 1 working hour of delay or part thereof in addition to other applicable penalties.
9	For all video solution other than room based solution and desktop solution for which the hardware has been provided by the bidder, the relevant defect has to be attended by the bidder and rectified within 48 hours of receipt of notice/complaint.	Rs. 1000 for every 24 hours of delay or part thereof.

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10	For all video solution other than room based solution and desktop solution for which the software/licenses have been provided by the bidder, the relevant defect has to be attended by the bidder and rectified within 48 hours of receipt of notice/complaint.	Rs. 1000 for every 72 hours of delay or part thereof.
SN	Description	Penalty
11	In SNR cases if installation is not done within the stipulated time-frame of 15 days.	Penalty of 0.3% of the total cost of the item(s) per day will be applicable from the 16th day onwards, subject to a maximum of 10% of the cost of that item(s).
12	The details of Project Manager/SDM are not communicated to LIC within 2 weeks of receipt of PO	Rs.500/- per day.
13	Delay in posting of on-site support Personnel beyond 10 weeks from the date of issue of purchase order for onsite support.	0.5% of the purchase order value for onsite support per week of delay or part thereof.
14	If structured weekly meetings are not held (by the Service Delivery Manager) with ED (IT)/Secy (IT)/ Dy. Secy (IT)/ Asst. Secy.(IT), Network Section, CO, Mumbai.	Rs.500/- for each meeting not held.
15	If the first (introductory) meeting at Central Office and Zonal Offices is not held within 2 weeks from the date of receipt of the first Purchase Order and/or escalation matrix is not submitted.	Rs. 500/- per day per Zonal Office or Central Office for the delayed part
16	If structured quarterly meetings are not held and latest contact details of service engineers, SPOCs and escalation matrix not submitted on quarterly basis to the RM(IT)s, and Central Office, Mumbai	Rs.500/- for default for per quarter per Zonal Office.
17	Delay in providing complete escalation matrix for offsite support beyond 4 weeks from date of issue of PO.	Rs. 500/- per day.
18	The on-site Personnel should be present in LIC's premises as per the RFP conditions.	The proportionate amount for the relevant onsite support charges will be deducted for any non-compliance.
19	Delay in installation of patches	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 0.5% of the quarterly charges for each week of delay or part thereof.
20	Delay in providing training to 2 LIC officials by OEM certified trainer in Mumbai, beyond three months of successful implementation of the solution.	Rs. 1000/- per day subject to maximum penalty of Rs. 100,000/-.

Exclusions from downtime calculation include the following:

- 1) Downtime because of LAN cabling faults at LIC network
- 2) Scheduled downtimes (which are approved by LIC) on account of preventive maintenance, system testing, system upgrades etc.



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- 3) All failures due to source power unavailability and power conditioning, UPS failure etc. at LIC
- 4) Force Majeure conditions defined above or any condition not foreseen but mutually agreed by both the parties.
- 5) Downtime due to any device/appliance not managed by the vendor.

Penalty caps:

Delay in installing, commissioning, redeployment of the managed VC solution, as per the specification, beyond 16 weeks.

- ❖ The total penalty for installation and commissioning of the managed VC solution shall not exceed 10% of the total annual charges for that location.
- ❖ The total penalty for quarterly payments for the managed VC solution shall not exceed 50% of the quarterly charges.
- ❖ The total penalty for onsite support shall not exceed 10 % of the quarterly onsite support charges.

EXECUTIVE DIRECTOR (IT/BPR)