



Section-G: Service Level Agreement (SLA)

This Service-Level Agreement is intended to provide LIC with optimal services by the bidder. This document covers the service availability; the service levels etc. for LIC's offices for this Contract. The SLA document is intended to be a "living document". It will serve as the foundation for continuous optimization of service level and performance measurement process throughout the term of the contract. Any modification to the SLA will be made upon mutual agreement of the parties.

General Conditions:

- 1) Working hour window for site-uptime and SLA calculations:
 - (a) For DC/DR/ZO/CO => 9 AM To 9 PM i.e. 12 working hours per working day.
 - (b) For Branches/SOs/other-offices => 10 AM To 6 PM (i.e. 8 working hours per working day).
- 2) Total working hours in a quarter will be calculated as:
 - (a) For DC/DR/ZO/CO => (M1+M2+M3) x 12.
 - (b) For Branches/SOs/other-offices => (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.

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

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

Level of Site uptime per quarter	Downtime Penalty
Committed SLA > 99.50 %	-NIL-
> 98.00 % but <= 99.50 %	5 % of Quarterly Charges for the site
> 96.50 % but <= 98.00 %	10 % of Quarterly Charges for the site
> 95.00 % but <= 96.50 %	25 % of Quarterly Charges for the site
> 93.50 % but <= 95.00 %	50 % of Quarterly Charges for the site
> 90.00 % but <= 93.50 %	60 % of Quarterly Charges for the site
< 90.00 %	100 % of Quarterly charges for the site and LIC also reserve 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 surrender the link
In case the packet loss/drop/latency/jitter 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 20 locations selected randomly across each zone.



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

1. Delay in delivery of services:

SN	Description	Penalty
1	Delay in commissioning of backhaul links, as per the specifications, beyond twelve weeks from the date of receipt of the purchase order.	2 % of the annual charges of links ordered for that location per week of delay or part thereof, for that location.
2	Delay in commissioning of links other than backhaul links, as per the specifications, beyond twenty weeks from the date of receipt of the purchase order.	2 % of the annual charges of links ordered for that location per week of delay or part thereof, for that location.
3	Delay in commissioning of new links after the main project is rolled out beyond ten weeks from the date of receipt of purchase order.	2 % of the annual charges of links ordered for that location per week of delay or part thereof, for that location.
4	Delay in request for details of information from LIC beyond one week from the date of receipt of LIC's letter about bidder's selection as successful bidder.	0.1 % of the total PO value for every week of delay or part thereof.
5	Delay in submission of HLD and LLD beyond two weeks from the date of acceptance of the purchase order.	0.1 % of the total PO value for every week of delay or part thereof.
6	In case the packet loss/drop is greater than the committed parameter.	Rs. 200.00 per event in working hour window as mentioned above
7	Shifting of Links within five weeks of receipt of intimation	Rs. 500.00 per day of delay or a part thereof.
8	Upgradation/Down gradation of Links within three weeks of receipt of intimation	Rs. 500.00 per day of delay or a part thereof.
9	Migration of links to a different technology within ten days of receipt of intimation	Rs. 500.00 per day of delay or a part thereof.
10	If there are more than 10 branches/satellite offices or 10% branches/satellite offices within a Data Centre (whichever is lower) , which are concurrently down for more than three hours on any particular day, in addition to downtime penalties extra penalties will be charged.	Rs. 50,000/- per instance
11	If there are more than 25% branches/satellite offices within a Data Centre, which are concurrently down for more than three hours on any particular day, in addition to downtime penalties extra penalties will be charged.	Rs. 100,000/- per instance.
12	If there are more than 50% branches/satellite offices within a Data Centre, which are concurrently down for more than three hours on any particular day, in addition to downtime penalties extra penalties will be charged.	Rs. 200,000/- per instance.

13	If details of NOC and BCP are not provided within six weeks.	Rs. 100,000/- per month
14	If the Web-Portal is not provided as per the Scope of Work within eight weeks	Rs. 100,000/- per month
15	The details of SDM are not communicated to LIC within 2 weeks of receipt of PO	Rs.500/- per day.
16	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.
17	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. 500/- per day per Zonal Office or Central Office for the delayed part
18	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 and Divisional Office.
19	Delay in providing complete escalation matrix for offsite support beyond 4 weeks from date of issue of PO	Rs. 500/- per day.
20	Delay in posting of on-site support Personnel beyond 12 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.
21	If CV and certified documents of the proposed candidates are not submitted within 8 weeks from date of PurchaseOrder (PO)	Rs.500/- per day per candidate.
22	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.
23	If the on-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalisation.	0.5 % of the Annual on-site charges for the first incident, to be incremented by 0.5% 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, bidder will be given a buffer of not more than 30 days to suitably replace the Personnel.
24	In case vendor wants to change the onsite support person, minimum of one-and-half month (45 days) advance notice shall be given by the vendor to LIC. If not done, penalty will be imposed.	Penalty of Rs.1,000/- per instance.



25	In case vendor 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 be imposed	5% per day of the relevant onsite support.
----	---	--

Exclusions from downtime calculation/delays include the following:

- 1) Downtime because of LAN cabling faults at LIC
- 2) Scheduled downtimes (which are approved by LIC) on account of preventive maintenance, system testing, system upgrades etc.
- 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. (Cable cut due to road widening or any development/restructuring activity will not be considered as Force Majeure)
- 5) Downtime due to any device/appliance not managed by the Vendor.
- 6) For the purpose of commissioning any delay attributable to LIC shall not be taken into account for the purpose of calculation of penalties. However, the bidder has to intimate any such delay in writing and obtain a SNR certificate from Manager (IT) of the concerned Division .

Penalty caps:

- ❖ The total penalty for commissioning of links shall not exceed 10% of the PO value for each location.
- ❖ The total penalty for delay in commissioning of new links after the main project is rolled out beyond ten weeks from the date of receipt of purchase order shall not exceed 10 % of the PO Value for each location.
- ❖ The total penalty for quarterly payments shall not exceed 75% of the quarterly charges for the location.
- ❖ The total penalty for onsite support shall not exceed 20 % of the quarterly onsite support charges for a particular site. This shall exclude the penalty related to the absence of onsite engineer, where the recovery will have no cap and be based on actuals.