

Section-G : Revised Service Level Agreement (SLA)

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 products, services, On-Site support and offsite support:

SN	Description	Penalty
1	Delivery of all software & hardware security products including the servers/desktops etc. needed as per the expected deliverables within 7 weeks from the date of receipt of the purchase order.	1 % of the total PO value per week of delay or part thereof.
2	Delay in implementation of all devices beyond 9 weeks from the date of receipt of the purchase order.	1 % of the total PO value per week of delay or part thereof.
3	Delay in submission of HLD and LLD beyond 5 weeks from the date of issue of purchase order.	0.2% of the total PO value for every week of delay or part thereof.
4	In case of a breakdown of appliances, hardware, hardware components accessories, systems software, and/or any products, the relevant defect should be attended immediately and rectified within 2 days of the receipt/notice of the complaint.	0.1% of the total PO value per each hour of delay or part thereof.
5	In case of a malfunctioning of appliances, hardware, hardware components accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 5 hours of the receipt/notice of the complaint.	0.1% of the total PO value per every 6 hours of delay or part thereof.
6	In case both the appliances/hardware in the HA mode are down and the system is completely down the defect should be attended and rectified within 4 hours of receipt of notice.	2% of the total PO value per every 1 hour of delay or part thereof.
7	Construction/implementation of security portal with authentication for various security reports, best-practices, common vulnerabilities etc. beyond 20 weeks in consultation with LIC.	5% of the Annual remote-monitoring charges and on-site charges for each week of delay or part thereof.
8	Ensure that any technical issues escalated, but not resolved by the on-site Personnel/vendor, should be closed/ resolved within 1 day.	2% of the Quarterly on-site charges per each day of delay or part thereof.
9	Failure to prevent attacks for which the solutions have been procured.	20% of the Quarterly onsite and offsite support charges for each attack reported.

10	The details of SDM are not communicated to LIC within 3 weeks of receipt of PO	Rs.1, 000/- per day.
11	Delay in posting of on-site support Personnel beyond 5 weeks from the date of issue of purchase order for security products.	0.5% of the purchase order value per week of delay or part thereof.
12	Delay in posting of offsite support Personnel beyond 5 weeks from the date of issue of purchase order for security products.	0.5% of the purchase order value per week of delay or part thereof.
13	Delay in providing details for offsite support beyond 5 weeks from date of issue of PO	Rs.1,000/- per day.
14	Delay in providing complete escalation matrix for offsite support beyond 4 weeks from date of issue of PO	Rs.1,000/- per day.
15	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 part
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.1,000/- for each meeting not held.
17	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.
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 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.5,000/- per instance.

21	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.
22	In case LIC wishes to get the onsite person changed, if replacement from the identified pool is not provided within 30 days.	5% per day of the relevant onsite support.
23	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 charges from yearly on-site & remote monitoring services for each week of delay or part thereof.
24	If the LIC's firewall system uptime for any of the three locations is below 99.9% calculated on monthly basis.	2% of the onsite and offsite support charges of every 0.1% decrease of system uptime.

Exclusions from downtime calculation include the following:

1. Downtime because of LAN cabling faults.
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. beyond control of Vendor Managed Services.
4. Force Majeure conditions defined above or any condition not foreseen but mutually agreed by both the parties.
5. Link outages owing to ISPs.
6. Downtime due to any device/appliance not managed by the Vendor.

Penalty caps:

- ❖ The total penalty for delivery and installation shall not exceed 20% of the PO value.
- ❖ The total penalty for onsite and offsite support shall not exceed the PO value of onsite and offsite support