

Revised Service Level Agreements (SLAs)

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

- Project Phase level SLA:**

SN	Description	Penalty
1	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
2	Request for the details of hardware to LIC within 2 weeks of PO.	Rs.500/- per week of delay or part thereof subject to maximum of Rs.5000/-
3	Request for details of information from LIC within 6 weeks from the date of purchase.	Rs.500/- per week of delay or part thereof subject to maximum of Rs.5000/-
4	Delivery of all hardware and software solution needed as per the expected deliverables*within the defined timeline. *The delivery of the last hardware/ software solution will be deemed as the date of delivery of all equipment and penalty will be applicable accordingly.	0.25% of the value of the undelivered solution (hardware + software) per week of delay or a part thereof.
5	Delay in implementation of all devices beyond the expected deliverables** within the defined timeline. **The implementation of the last hardware/ software solution will be deemed as the date of delivery of all equipment and penalty will be applicable accordingly.	0.25% of the value of the unimplemented solution (hardware + software) per week of delay or a part thereof.
6	Delay in submission of implementation Plan,	Rs.500/- per week subject to maximum of

	HLD and LLD beyond 8 weeks from the date of issue of purchase order.	Rs.5000/-
7	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.	0.01% of the PO value for the respective hardware and software component per each hour of delay or part thereof.
8	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 6 hours of the receipt/notice of the complaint.	0.01% of the PO value for the respective hardware and software component per every 6 hours of delay or part thereof.
9	In case any of the system is completely down the defect should be attended and rectified within 8 hours of receipt of notice.	0.02% of the PO value of particular solutions per every 1 hour of delay or part thereof.
10	Ensure that any technical issues escalated, but not resolved by the on-site Personnel/vendor, should be closed/resolved within 1 day.	1% of the Quarterly on-site charges for deployed personnel per each day of delay or part thereof.
11	Failure to ensure collection of all logs for which the solutions have been procured.	2% of the Quarterly onsite support charges for each instance reported.
12	The details of Project Coordinator are not communicated to LIC within 3 weeks of receipt of PO	Rs.1,000/- per day.
13	Delay in posting of on-site support Personnel as per Resource Deployment section beyond 8 weeks from the date of issue of purchase order for security products.	0.02% of the PO value for deployed personnel 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.1,000/- for each meeting not held.
15	If CV and certified documents of the proposed candidates as per Resource Deployment section are not submitted within 6 weeks from date of Purchase Order (PO)	Rs.500/- per day per candidate subject to a maximum of Rs.5000/-
16	The on-site Personnel or his designated substitute 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.
17	If the on-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalization.	2 % 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 30 days to suitably replace the Personnel.
18	In case vendor wants to change the onsite support person, minimum of 21 days	Penalty of Rs.2,000/- per instance.

	advance notice shall be given by the vendor to LIC. If not done, penalty will be imposed.	
19	In case vendor wants to change the onsite person, an overlapping period of at least 14 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.
20	Delay in integration of devices to SIEM solution, after sign-off, which could not be integrated in the initial phase beyond three weeks.	Rs.500/- for each device for delay of every week subject to maximum of Rs.5000/-
21	<p>Hardware/software components not delivered/installed beyond 45 weeks, from the date of the Purchase order, will be dealt with as follows:</p> <ul style="list-style-type: none"> <input type="checkbox"/> LIC may cancel the purchase order placed which will be conveyed to the vendor in writing <input type="checkbox"/> The penalty clause as mentioned in point above will be applicable. <input type="checkbox"/> Deductions of penalty will be made from any amount payable to the vendor by LIC. <input type="checkbox"/> Any other amounts that may become recoverable from the vendor will be recovered from any available Bank Guarantee(s)/Performance LIC Guarantees under this bid. <input type="checkbox"/> Recovery of further amounts over and above the available LIC Guarantee(s) etc. will be subject to adjudication at Mumbai. <input type="checkbox"/> Termination of contract and blacklisting. 	In case of cancellation of orders due to delay in deliveries/installations or deficiency in services etc., besides the penalty being charged, the vendor may also be blacklisted by Life Insurance Corporation of India & may not be allowed to participate in any tenders for a period to be decided by LIC. Also, a lump sum amount as deemed fit by LIC (within the limits of PBG) will be imposed as penalty on the vendor to make good of losses suffered by LIC in terms of business loss and for making alternate arrangements to a maximum of 10% of the cost of that item(s).

• **Penalties on Non-Performance of SLA during contract period:**

Penalty mentioned below will be percentage of Quarterly charges of particular solution/service, except for those items where other percentage has been explicitly mentioned.

Sr. No.	Service Level Category	Description	Penalty
1	System Availability (Each solution)- Uptime percentage is calculated on a monthly basis for the solutions. In the event of any hardware issues, the Bidder must guarantee the availability of replacement devices to meet the SLAs.	Uptime of 99.5 % and below	1% of the onsite and offsite support charges of every 0.1% decrease of system uptime.

Sr. No.	Service Level Category	Description	Penalty
2	<p>SOC Monitoring-</p> <p>24x7x365 monitoring of security events generated from all in-scope devices.</p> <p>The categorization of events into Critical, High, Medium, and Low priority will be carried out collaboratively in consultation with the selected bidder.</p>	<p>Critical events should be notified within 30 minutes of the event identification and resolution within 1 hour.</p> <p>Updates should be provided over email at intervals of every 30 minutes or as per the LIC's preferences, as mutually agreed upon with the bidder, until the incident closure.</p> <p>Penalty for missing will be as follows:</p>	<p>100% compliance</p> <p>i. 1-3 events: 3%</p> <p>ii. 3-6 events: 5%</p> <p>iii. 6-10 events: 7%</p> <p>iv. 11 and above events: 10%</p>
		<p>High priority events should be notified within 1 hour of the event identification and resolution within 4 hours.</p> <p>Updates should be provided over email at intervals of every 1 hour or as per the LIC's preferences, as mutually agreed upon with the bidder, until the incident closure.</p> <p>Penalty for missing will be as follows:</p>	<p>100% compliance</p> <p>i. 1-3 events : 2%</p> <p>ii. 3-6 events : 4%</p> <p>iii. 6-10 events : 6%</p> <p>iv. 11 and above events : 10%</p>
		<p>Medium priority events should be notified within 4 hours of the event identification and resolution within 2 business days.</p> <p>Updates should be provided over email at intervals of every 4 hours or as per the LIC's preferences, as mutually agreed upon with the bidder, until the incident closure.</p> <p>Penalty for missing will be as follows:</p>	<p>95% compliance</p> <p>i. 1-3 events : 1%</p> <p>ii. 3-6 events : 2%</p> <p>iii. 6-10 events : 3%</p> <p>iv. 11 and above events : 5%</p>
		<p>Low priority events should be notified within 12 hours of the event identification and resolution within 5 business days.</p> <p>Updates should be provided over email at intervals of every 8 hours or as per the LIC's preferences, as mutually agreed upon with the bidder, until the incident closure.</p> <p>Penalty for missing will be as follows:</p>	<p>92% compliance</p> <p>i. 1-3 events : 0.5%</p> <p>ii. 3-6 events : 1%</p> <p>iii. 6-10 events : 2%</p> <p>iv. 11 and above events : 3%</p>
3	<p>SOC solution management- Version/ Release/Upgrades / Patches</p>	<p>The bidder should notify the LIC team and guarantee that the entire SOC stack, including firmware, software, middleware, etc., are kept up to date with the latest firmware, patches, upgrades, releases, versions, etc., in accordance with the LIC's policy (N-1).</p>	<p>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</p>

Sr. No.	Service Level Category	Description	Penalty
			penalty of 0.5% of the charges to be paid for the quarter for the on-site support & remote monitoring services for each week of delay or part thereof.
4	Audit of Next gen SOC solutions	<p>The SOC solution infrastructure may undergo auditing by LIC and/or third-party entities.</p> <p>The OEM is required to conduct the audit at the end of implementation and once in end of every year during the contract period.</p>	<p>Audit findings and the remediation actions after each audit should be completed within 3 months.</p> <p>A 1% penalty will be imposed for each week of delay in addressing critical and important findings.</p> <p>A 1% penalty will be applied for each recurring finding.</p> <p>The maximum penalty per audit is set at 10% of quarterly charges.</p>
5	<p>Report and Dashboard Compliance-</p> <p>Periodic reports to be provided as per requirements of LIC.</p>	<p>Daily Reports: By 10 AM everyday</p> <p>Weekly Reports: By 10 AM, Monday</p> <p>Monthly Reports: By 5th day of every month (n) for 1st day of (n-1) month to last day of (n-1) month.</p> <p>Ad hoc reports: Detailed RCAs for security incidents. To be decided mutually with LIC.</p>	<p>Delay in reporting daily report exceeding 1 hour will result in a 0.25% penalty.</p> <p>Delay in reporting both weekly and monthly reports exceeding 3 days will result in a 0.5% penalty.</p> <p>Delay in reporting Ad hoc / any report asked by LIC exceeding 2 days will result in a 0.5% penalty.</p>

Sr. No.	Service Level Category	Description	Penalty
6	Ongoing Operational Enhancement and Reporting Requirements	The Bidder is required to continuously enhance operations, providing LIC with quarterly or semi-annual Gap Analysis reports outlining new improvements, action plans, and their respective progress, which may encompass fine-tuning rules, process adjustments, training for enhanced efficiency and SLA performance, and the introduction of new correlation rules to identify threat patterns, among other areas.	Achieve a 2% reduction in event response time on a quarterly basis. Achieve a 5% reduction in the reporting timeline for critical and high-priority events on a quarterly basis. A 2% penalty will be imposed for failure to reduce false positives and for not fine-tuning policies, rules, and correlation rules.
7	Manpower services	Availability of the minimum required workforce as per this RFP, with adjustments and additions as mutually agreed upon over time.	Double the proportionate amount for the relevant onsite support charges will be deducted for any non-compliance.
8	Open OEM Support tickets/cases	Unable to close the OEM support tickets within 2 weeks without any workaround.	A penalty of 1% per week for non-compliance after the timelines.
9	Health Check-up observations closure	Unable to close Health Check-up observations within 2 weeks.	A penalty of 1% per week for non-compliance after the timelines.
10	Security Bug/ vulnerability / enhancements etc. – Rectification of security and operational bug/ Vulnerability/ enhancements	Critical issue within 2 working days from observation reported/detected. Non-critical issue within 6 working days from observation reported/detected.	A penalty of 2% per week for non-compliance after the timelines. A penalty of 1% per week for non-compliance after the timelines.
11	Closure of OEM Support tickets	Unable to close the OEM support tickets within 2 weeks without any workaround.	A penalty of 1% per week for non-compliance after the timelines.
12	SOAR Playbook	Achieve a playbook success rate of no less than 95%.	A penalty of 3 % on not achieving the success rate.

Sr. No.	Service Level Category	Description	Penalty
13	SOAR Automation	Automate at least 90% of eligible incident response actions.	A penalty of 5 % on not achieving the success rate.
14	Threat intelligence accuracy	Threat intel feeds should have confidence more than 90% and should be incorporated into all possible alerts/alert flow/ incident response.	A penalty of 3 % on not achieving the accuracy rate.
15	Security Intelligence Services	Advisories within 12 hours of any new major global threats & vulnerabilities disclosures.	A penalty of 1% per week for non-compliance after the timelines
16	PCAP data accuracy	Ensure data integrity with no more than 1% packet loss. Retain captured PCAP data for 5 days for incident response in near real time and metadata for 180 days for trend analysis.	A penalty of 2 % on not achieving the accuracy rate.
17	Data retrieval from offline storage	All solutions must guarantee the capability to retrieve data wherever applicable within 72 hours from their offline storage mechanism.	A penalty of 2 % on non-compliance after the timelines.
18	SOC	Alerts will be generated with 95% accuracy while maintaining a false positive of no more than 5%.	A penalty of 5 % on not achieving the accuracy rate.

• **Penalties on Non-Performance of SLA during contract period:**

Penalty mentioned below will be applicable, except for those items where other percentage has been explicitly mentioned.

SN	Description	Penalty
1	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.	0.01% of the total PO value per each hour of delay or part thereof.
2	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 8 hours of the receipt/notice of the complaint.	0.01% of the total PO value per every 6 hours of delay or part thereof.
3	In case the system is completely down the defect should be attended and rectified within 8 hours of receipt of notice.	0.02% of the total PO value per every 1 hour of delay or part thereof.
4	Ensure that any technical issues escalated, but not resolved by the on-site Personnel/vendor, should be closed/ resolved within 1 day.	1% of the Quarterly on-site charges per each day of delay or part thereof.

SN	Description	Penalty
5	Failure to ensure collection of all logs for which the solutions have been procured.	2% of the Quarterly onsite support charges for each instance reported.
6	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.

- **SLA of Existing SOC:**

SN	Description	Penalty
1	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.	0.01% of the PO value for SIEM solution per each hour of delay or part thereof.
2	In case the system is completely down the defect should be attended and rectified within 8 hours of receipt of notice.	0.02% of the total PO value per every 1 hour of delay or part thereof.
3	Ensure that any technical issues escalated, but not resolved by the on-site Personnel/vendor, should be closed/ resolved within 1 day.	1% of the Quarterly on-site charges per each day of delay or part thereof.
4	Failure to ensure collection of all logs for which the solutions have been procured.	2% of the Quarterly onsite support charges for each instance reported.
5	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.

- **EDR Implementation SLA**

S.No	SLA Parameter	Definition	Target Service Level
1	Implementation Time	The period within which the EDR solution will be fully implemented and operational post-contract signing	To be implemented as per the defined timeline in RFP.
2	Uptime	The percentage of time the EDR system is expected to be operational and available.	99.99% per month
3	Incident Resource Time	The time it takes for the service provider to respond to different incident priority levels.	Resolution Time Severity 1 - 30Mins Severity 2 - 2 Hrs.

			Severity 3 - 8Hrs
4	Change Management	Successful implementation of change within 24 hrs. post approval	99%
5	Data Retention Period	The duration of logs and data are retained within the SIEM system before rotation or archiving.	100%
6	Backup Frequency	How often data should be backed up to ensure recoverability.	Daily
7	Backup Restoration Drills	To Check the backup restoration effectiveness	Quarterly
8	Software updates	Frequency of applying software updates, patches, and security fixes.	Monthly
9	Configuration Management	Real-time tracking & alerting of any configuration changes	1
10	Reinstallation/ Repair	Process for reinstallation or repairing in the event of system failure	Within 24 hours
11	Reporting Frequency	Frequency and content of security reports, incident summaries, and performance metrics.	Daily, Weekly and Monthly reports
12	EDR Solution Integration with SIEM	The EDR solution should be integrated with SIEM before go live.	100% device coverage

• **Key Performance Indicators (KPI) :**

- Endpoint Detection & Response Agent (EDR) Installation Compliance : >=99% (Measured monthly)
- Endpoint Detection & Response Agent (EDR) version/definition update : >=99% (Measured monthly)

Service Level	Service Definition	Target	Frequency
Incident Resolution time - S1 under bidder scope	Incident Resolution time - closure of the Severity 1 incident (email/ticket) from the time ticket is opened	3 hours	Monthly
Incident Resolution time - S2 under bidder scope	Incident Resolution time - closure of the Severity 2 incident (email/ticket) from the time ticket is opened	12 hours	Monthly
Incident Resolution time - S3 and S4 under bidder scope	Incident Resolution time - closure of the Severity 3 and 4 incident (email/ticket) from the time ticket is opened	48 hours	Monthly

- Exclusions from downtime calculation include the following:
 - Downtime because of LAN cabling faults.
 - Scheduled downtimes (which are approved by LIC) on account of preventive maintenance, system testing, system upgrades etc.
 - All failures due to source power unavailability and power conditioning, UPS failure etc. beyond control of Vendor Managed Services.
 - Force Majeure conditions defined above, or any condition not foreseen but mutually agreed by both the parties.
 - Link outages owing to ISPs.

- Downtime due to any device/appliance not managed by the Vendor.
- Penalty caps:
 - The total penalty for delivery and installation shall not exceed 10% of the PO value.
 - The total penalty for onsite support shall not exceed 100% of the quarterly charges payable for onsite support for reasons other than absence.

Note: Penalty will not be applicable if there is delay due to issues pertaining to LIC.