

Section-G: 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 14 weeks from the date of receipt of the purchase order.	0.2 % of the total PO value per day of delay
2	Delay in implementation of all devices beyond 16 weeks from the date of receipt of the purchase order.	0.2 % of the total PO value per day of delay
3	Delay in submission of HLD and LLD beyond 8 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 1 day 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 4 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.	0.1% of the total PO value per every 1 hour of delay or part thereof.
7	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.
8	Failure to prevent attacks for which the solutions have been procured.	20% of the Quarterly onsite and offsite support charges for each attack reported.
9	The details of SDM are not communicated to LIC within 8 weeks of receipt of PO	Rs.500/- per day subject to a maximum amount of Rs.10,000/-
10	Delay in posting of SDM beyond 10 weeks from the date of issue of purchase order for security products.	Rs.1000/- per day subject to a maximum amount of Rs.1,00,000/-
11	If CV and certified documents of the proposed onsite support (excluding SDM) are not submitted within 8 weeks from date of Purchase Order (PO)	Rs.500/- per day subject to a maximum amount of Rs.10,000/-
12	Delay in posting of on-site support Personnel beyond 10 weeks from the date of issue of purchase order for security products.	Rs.1000/- per day subject to a maximum amount of Rs.1,00,000/-
13	Delay in providing details and posting of offsite support Personnel beyond 10 weeks from the date of issue of purchase order for security products.	Rs.1000/- per day subject to a maximum amount of Rs.1,00,000/-
14	Delay in providing complete escalation matrix for offsite support beyond 6 weeks from date of issue of PO	Rs.500/- per day subject to a maximum amount of Rs.10,000/-
15	If the first (introductory) meeting is not held within 6 weeks from the date of receipt of the first Purchase Order and/or escalation matrix is not submitted.	Rs.500/- per day subject to a maximum amount of Rs.50,000/-

16	If structured weekly meetings are not held during the implementation period (by the Service Delivery Manager) with ED (IT/BPR)/ Secy (IT/BPR)/ Dy.Secy(IT/BPR)/ Asst.Secy.(IT/BPR), Network Section, CO, Mumbai.	Rs.500/- per day subject to a maximum amount of Rs.50,000/-
17	The onsite L1 & L2 support 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.
18	If the onsite L1/L2 support leaves before expiry of 1 year for reasons other than death and hospitalisation.	10 % of the Total Quarterly 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.
19	In case vendor wants to change the onsite L1/L2 support, 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.	Rs.1, 000/- per instance.
20	In case vendor wants to change the onsite L1/L2 support, 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	Rs.1, 000/- per instance.
21	In case LIC wishes to get the onsite L1/L2 support changed, if suitable replacement is not provided within 30 days.	Rs.5, 000/- per instance.
22	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.
23	OEM Audit is not conducted within a month of receipt of communication from LIC	Rs.500/- per working day subject to maximum amount of Rs.1, 00,000/-.
24	OEM Audit report is not provided within 7 working days	Rs.500/- per working day subject to maximum amount of Rs.1, 00,000/-.
25	OEM Audit report is not complied within 15 working days	Rs.500/- per working day subject to maximum amount of Rs.1, 00,000/-.
26	If the LIC's firewall system uptime for any of the four locations is below 99.9% calculated on monthly basis.	2% of the Monthly onsite and offsite support charges for every 0.1% decrease of system uptime. This will be calculated on monthly basis and any deductions will be made from the next payment due.

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 related issues, 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.
7. Equipment damaged due to water seepage or stolen from the location.
8. Access not available at site for the bidder engineer to check the issue.

Penalty caps:

- ❖ The total penalty for delivery and installation shall not exceed 10% of the PO value.
- ❖ The total penalty for onsite and offsite support shall not exceed 50% of the quarterly charges payable for onsite and offsite support for reasons other than absence. In case of absence of onsite support, actual amount will be deducted up to 100% of the quarterly charges payable.