

## **Service Level Agreement (SLA)**

This SLA describes the service levels that have been established for the services offered by the Vendor to LIC. The Vendor shall ensure that all services and systems perform without defect or interruption as the SLAs specified in RFP. 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:

Sl	Description	Penalty
1	Delivery, installation, integration and commissioning (with the current set up) of the ordered equipment should be completed within 49 days from the date of issue of Purchase order. The DOA cases shall be dealt with in the allowed 49 days period from the date of issue of the purchase order	0.2% of the cost of all the items ordered for that location, per day from the 50 <sup>th</sup> day till the date of installation/integration subject to a maximum of 10% of the total cost of items for that location under the PO.
2	In case of malfunctioning/breakdown of appliances, hardware, hardware components accessories, systems software, and/or any products, the relevant defect should be attended immediately and rectified/replaced within 8 working hours of the receipt/notice of the complaint.	0.5% of the cost of the impacted equipments per each hour of delay beyond 8 working hours or part thereof subject to a maximum of 10% of the total cost of impacted equipments for that location under the PO.
3	In case a call remains unresolved more than 3-days then LIC reserves the right to get it repaired or hire such equipment.	The cost of such incurred towards the same will be adjusted against any amount payable. However, the Warranty will continue for such equipment
4	In case of 3 consecutive failure of any equipment during the warranty period, the bidder will have to replace the equipment with an equal or higher configuration unconditionally at no extra cost within 15 days after the resolution of the equipment as per the Service Levels.	In case the bidder fails to replace the equipment, the cost of the equipment would be adjusted against any amount payable or PBG

**Exclusions:** In case of Partial/Full damage or loss of the equipment due to reasons beyond the control of LIC like (i) accident (ii) causes external to the equipment such as electrical power, fluctuations and failures etc. (iii) Theft, Fires, floods, windstorms, riots, strikes, acts of state or acts of enemy or negligence by LIC etc. the vendor would not be penalized. In case of disputes in the reason of failures, the onus of such proof will be on the vendor.

- a) For damaged/lost/burnt/irreparable equipment, LIC shall claim insurance amount from the General Insurance Company, vendor may have to give quotation for the new equipment / components to LIC on their letter head and supporting documents (if any required) to facilitate smooth settlement of insurance claim. The quotation from vendor shall be given based on the LIC-approved-rates
- **b)** Any equipment will be considered burnt/irreparable, only when the vendor is able to show burnt marks on the equipment/circuit-board etc. to the onsite LIC-officials and the same is accepted by the General Insurance Company for settlement of claim to LIC.
- c) In cases where vendor is reporting damages to the equipment due to external reasons, such as, power fluctuation etc. where such damages are not visually noticeable, in such cases the onus of proving the same will be on the vendor. Vendor has to submit necessary OEM-TAC number and report from the OEM certifying that the equipment is irreparable.



## **Penalty caps:**

The total penalty for delivery and installation shall not exceed 10% of the PO value.

All penalties deducted for violation of SLAs shall be invoked from the PBG/any amount payable to the vendor. It may also be required by vendor to deposit the penalty amount to LIC.

This section lists the minimum service level required to be maintained by the Bidder on award of the contract. The Bidder has to enter into a service level agreement with LIC before the award of the contract as per the format provided by LIC.

Defective equipment shall be replaced by the vendor at his own cost, including the cost of transport if any. The new releases (minor / major) IOS, versions, bug fixes etc. for the hardware and system software will be supplied to LIC at no extra charge, with necessary documentation.

Calls can be logged through e-mail/telephone call/web interface or any other methodology which may be mutually decided with the vendor.

All response times mentioned above includes travel time of Engineers also.

The Bidder shall provide to the engineer all normal toolkit and test equipment needed for the installation and support of the hardware.

To complete the work at the site / branch within the stipulated timeframe, Successful Bidder's/ Vendor's engineers have to visit the site multiple times at no extra cost.

The Bidders should keep spare units at appropriate locations to meet the Service Level Agreement (SLA) requirements. The address & number of units reserved should be indicated in the offer. This stock will be subject to periodic inspection by LIC. Non-compliance will invite penal action or disqualifications.

LIC reserves the right to levy / waive off penalty considering various circumstances at that point in time.