

## Section-G: Service Level Agreement (SLA)

Definition of uptime:

Working days: Seven days a week (Monday to Sunday)

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

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

The vendor has to ensure adherence to time-schedules given in this RFP. Non-adherence will attract penalties as given below: The Bidder shall attend to calls/messages/mails and arrange to solve the problems within the stipulated time lines as mentioned in the SLA.

### **PENALTIES FOR DOWNTIME of LINKS :**

Levy of penalties is without prejudice to other rights and remedies available under this agreement:

Level of Network uptime per month	Downtime Penalty
Committed SLA >= 99.95 %	-NIL-
>= 99.45% but < 99.95%	7.5% of Quarterly Charges
>= 98.95% but < 99.45%	15 % of Quarterly Charges
>= 98.45% but < 98.95%	20% of Quarterly Charges
>= 97.95% but < 98.45%	25 % of Quarterly Charges
< 97.95 %	30 % of Quarterly charges and LIC also reserves the right to terminate the contract.
	Further if the number of time the link is down during a month exceeds 3, LIC reserves the right to terminate the link
PACKET LOSS / DROP: In case the packet loss/drop is greater than the committed parameter.	Rs. 1000.00 per event in business hours ( 8AM to 8 PM) Rs. 500.00 per event beyond business hours

### **Penalty for Delay in delivery of services:**

SN	Description	Penalty
1	Delay in Implementation of the DDoS solution, as per the specification, beyond 10 weeks. (links , equipment and cloud scrubbing)	0.5 % of the total Contract Value per week of delay or part thereof subject to a maximum of 10% of the contract value.
2	Delay in request for details of information from LIC beyond 3 week from the date of receipt of LIC's letter about bidder's selection as successful bidder.	0.05 % of the total Contract Value for every week of delay or part thereof.
3	Delay in providing /24 Public IP addresses (IPv4) and /48 Public IP addresses (IPv6) for the link beyond 6weeks.	0.05 % of the total Contract Value for every week of delay or part thereof.
4	Delay in submission of HLD and LLD beyond 6 weeks from the date of acceptance of the purchase order.	0.05 % of the total Contract Value for every week 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 8 hours of the receipt/notice of the complaint.	0.5% of the quarterly charges for every 2 hours of delay or part thereof.
6	In case the system is working in fail open mode for any reason , other than that scheduled by LIC the defect should be attended and rectified within 8 hours of receipt of notice	0.5% of the quarterly charges for every 1 hour of delay or part thereof.
7	In case the appliances/hardware is in down and the system is completely down the defect should be attended and rectified within 8 hours of receipt of notice.	0.5% of the quarterly charges for every 1 hour of delay or part thereof.
8	Failure to prevent attacks for which the solutions have been procured.	15% of the quarterly charges for each such attack reported.
9	Failure of auto-mitigation by the cloud DDoS platform (applicable for the link on which DDoS protection has been initially procured)	1% of the quarterly charges for every 1 hour of delay or part thereof.
10	15 minutes mitigation effectiveness for Layer 3/4 attacks - from the time that traffic arrives to the scrubbing center.(applicable for the link on which DDoS protection has been initially procured)	1% of the quarterly charge for every 1 hour of delay or part thereof.
11	15 minute mitigation response from time of receiving a phone request or E-mail request for cloud service. .(applicable for the link on which DDoS protection has been initially procured)	1% of the quarterly charge for every 1 hour of delay or part thereof.
12	48 hour standard change time from verifying receipt of all necessary change information to change complete	Rs.1000 for every 1 hour of delay or part thereof.
13	The details of Project Manager/SDM are not communicated to LIC within 2 weeks of receipt of PO	Rs.500/- per day.
14	If structured weekly meetings are not held (by the Service Delivery Manager) with ED (IT)/Sec (IT)/ Asst.Secy. (IT), Network Section, CO, Mumbai.	Rs.500/- for each meeting not held.
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. 500/- per day for the delayed part
16	Delay in providing complete escalation matrix for offsite support beyond 8 weeks from date of issue of PO	Rs. 500/- per day.
17	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 quarterly charges for each week of delay or part thereof.
18	Delay in providing training to 2 LIC officials by OEM certified trainer in Mumbai, beyond three months of successful implementation of the DDoS solution.	Rs. 1000/- per day subject to maximum penalty of Rs. 100000/-.

Penalty for Offsite support:

1	If CV and certified documents of the proposed candidate is not submitted within 5 weeks from date of Purchase Order (PO)	Rs.500/- per day
2	The off-site Personnel should be stationed at Mumbai and to be present in LIC premises within 2 hours as and when required.	Double the proportionate amount for the relevant offsite support charges will be deducted for any non-compliance.
3	If the off-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalisation.	10 % of the Annual off-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 off-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.
4	In case vendor wants to change the offsite 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.
5	In case vendor wants to change the offsite person, an overlapping period of at least 21 days has to be there between the new and old offsite support person. If not done, penalty will be imposed	1% per day of the relevant offsite support.
6	In case LIC wishes to get the offsite person changed, if replacement from the identified pool is not provided within 30 days.	1% per day of the relevant offsite support.

Exclusions from downtime calculation 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.
5. Downtime due to any device/appliance managed by the LIC.

Penalty caps:

- ❖ The total penalty for delivery and installation of ILL with DDoS shall not exceed 10% of the Contract value.
- ❖ The total penalty for quarterly payments for ILL with DDoS shall not exceed 100 % of the quarterly charges.
- ❖ The total penalty for offsite support shall not exceed 50% of the quarterly charges payable for offsite support.