

Major terms of SLA
Board room Screen replacement along with associated infrastructure at HO Boardroom.

1. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
 - a) All dates would be calculated from the date of handover of the site to the selected bidder.
 - b) In case of delay beyond delivery date mentioned in purchase order for implementation of the entire project subject to a maximum of 3% of overall implementation cost after which the order is liable to be cancelled.
 - c) Implementation of the entire Project will be considered upon users can have smooth VC and audio experience with as per the requirement document and operations of all the automation control as per standard data sheet of Bill of Quantity system mentioned for it.
 - d) Penalty of 1% of overall implementation cost per week to be levied on the service provider in case of delay in completion of project as mentioned in PO for completion of project.
 - e) The Bidder shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from 9:30 A.M. to 7.00 P.M. on all working days. In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the SBILIFE, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares at SBILIFE's premises and at the premises of The VENDOR.
 - f) The VENDOR shall provide repair and maintenance, in response to oral, including telephonic notice by SBILIFE immediately (not including intervening Sundays and SBILIFE holidays)
 - g) The VENDOR shall ensure that faults and failures intimated by SBILIFE as above are set right within six hours of being informed of the same.
 - h) The VENDOR shall ensure that the full configuration of the equipment is available to the SBILIFE in proper working condition for 99.5% of the time on a 24x7x365 basis.
 - i) Any equipment malfunctioning which effects the functioning of a specific meeting room or the entire system will considered as breakdown.
 - j) Any penalty due during the Warranty period will be adjusted against the AMC charges.

- k) The penalty to be recovered for default on uptime during AMC would be as under:

Uptime provided	Amount payable
99.5% and above	100% of half-yearly AMC charges
98% and above but below 99.5. %	95% of half-yearly AMC charges
96% and above but below 94%	90% of half-yearly AMC charges
94% and above but below 92%	85% of half-yearly AMC charges
Below 92%	80% of half-yearly AMC charges

$$\text{Uptime(\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month} \times 100}{\text{Sum of total hours during the month}}$$

- l) The VENDOR shall ensure that the meantime between failures (including any Malfunctioning, breakdown or fault) in the equipment or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- m) Preventive maintenance: the VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of the commencement of the maintenance period and once within the first 15 days of every subsequent month during the Concurrence of this agreement on a day and time to be mutually agreed upon. Notwithstanding the foregoing the VENDOR recognizes SBILIFE"s operational needs and agrees that SBILIFE shall have the right to require the VENDOR to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- n) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the SBILIFE.
- o) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- p) Additionally every time a preventive or corrective maintenance is carried out, the VENDOR"S engineer shall make effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the SBILIFE"s official. The original of the field call report shall be handed over to the SBILIFE"s official. The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.
2. Any worn or defective parts withdrawn from the equipment and replaced by the VENDOR shall become the property of the VENDOR and the parts replacing the withdrawn parts shall become the property of SBILIFE.
3. The VENDOR"s maintenance personnel shall, be given access to the equipment

when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.

4. However if SBILIFE desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE SBILIFE shall bear the charges for such shifting and and the VENDOR shall provide necessary arrangement to SBILIFE in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR. SBILIFE and VENDOR may agree to amend charges for the maintenance service after shifting of the equipment to the new site.
5. SBILIFE shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Agreement.
6. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach. If, in any month, the VENDOR does not fulfil the provisions of clauses 1.e to 1.f only the proportionate maintenance charges for that period during the month will be considered payable by SBILIFE without prejudice to the right of the SBILIFE to terminate the contract.
7. In such event the VENDOR was credited without deducting the proportionate maintenance charges for that month, the SBILIFE can deduct the same from future payments payable or the VENDOR shall refund the amount forthwith to SBILIFE on demand by SBILIFE.
8. On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the Equipment, the VENDOR shall indemnify/pay/reimburse the loss suffered by the SBILIFE.
9. **SUBCONTRACTING:**
The VENDOR will not subcontract or permit anyone other than the VENDOR personnel to perform any of the work, services or other performance required of the VENDOR under this agreement without the prior written consent of the SBILIFE.
10. **EQUIPMENT ATTACHMENTS:** SBILIFE shall have right to make changes and attachments to the equipment, provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.
11. **CONFIDENTIALITY:** The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to SBILIFE will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such

information, and not to release or disclose it to any other party. the VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreements are fully satisfied. In the event of any loss to the SBILIFE in divulging the information by the employees of the VENDOR, the SBILIFE shall be indemnified. The VENDOR agrees to maintain the confidentiality of the SBILIFE"s information after the termination of the agreement also. The VENDOR / SBILIFE will treat as confidential all data and information about the VENDOR /SBILIFE / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

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