1. The Vendor warrants that the Products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and / or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor that may develop under normal use of the supplied Products in the conditions prevailing in India.

2. Warranty for Hardware Components: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 60 months from date of installation or 63 months from date of delivery, whichever is earlier. Support for the product should be 24x7 with 4 hrs CTR.

3. On-site comprehensive warranty : The warranty would be on-site and comprehensive in nature and back to back support from the OEM. Vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a specified warranty period. Vendor will provide support for operating systems and other preinstalled software components during the warranty period of the hardware on which these software & operating system will be installed. Vendor shall replace worn out or defective parts including all plastic parts of the Equipment at his own cost including the cost of transport.

4. During the term of the Contract, Vendor will maintain the equipment in perfect working order and condition and for this purpose will provide the following maintenance services:

(a) Free maintenance services during the period of warranty and AMC (if opted). Certified & qualified personnel who have expertise in the hardware and system software supplied by Vendor will provide these services.

(b) Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during 24x7x365 working hours. In cases where unserviceable parts of the Equipment need replacement, the Vendor shall replace such parts, at no extra cost to the BFSL, with brand new parts or those equivalent to new parts in performance. For this purpose, the Vendor shall keep sufficient stock of spares at its premises.

(c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor’s maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 30 minutes.

(d) Vendor shall ensure that faults and failures intimated by the BFSL as above are set right within 4 hours of being informed.

(e) Vendor shall ensure that the full configuration of the Equipment is available to BFSL in proper working condition viz. uptime of 99.999 % of the time on a 24 x 7 x 365 basis.

(f) For purpose of calculating penalty, uptime is calculated as under:

Uptime (%) = Sum of total hours during month - Sum of downtime hours during month X 100 / Sum of total hours during the month ( Total hours during the month = No. of days x 24 hours )

(g) Penalties for SLA uptime shall be as under:

|  |  |  |
| --- | --- | --- |
| S/N | Uptime Range | Penalty (per hr per instance) |
| 1 | 99.5 % and above | NIL |
| 2 | Below 99 % and greater than or  equal to 97% | Rs. 15,000/- per hr per instance (after 4 hrs of  downtime) |
| 3 | Below 97 % and greater than or  equal to 95% | Rs. 20,000/- per hr per instance (after 6 hrs of  downtime) |
| 4 | Less than 95 % | Bank reserves the right to terminate the contract and invoke PBG |

\* Penalty will be calculated on a monthly basis and bidder will be penalized by BFSL.

\* Penalty calculation for uptime is independent of penalty calculation for vendor response at site & problem resolution.

(h) Vendor shall ensure that the Mean Time between Failures (MTBF) (including any malfunctioning, breakdown or fault) in the Equipment or any part thereof, during Contract period, not more than four occasions in preceding 90 days, it shall be replaced by equivalent/ superior new Equipment or part thereof by Vendor immediately at free of cost during warranty and AMC period.

(i) Preventive maintenance: 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 installation once within the first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Vendor recognizes the BFSL’s operational needs and agrees that the BFSL shall have the right to require Vendor to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.

(j) All engineering changes generally adopted hereafter by Vendor for Equipment similar to that covered by the Contract, shall be made to the Equipment at no cost to the BFSL.

(k) Qualified maintenance engineers totally familiar with the Equipment shall perform all repairs and maintenance service described herein.

(l) The BFSL shall maintain a register at its site in which, the BFSL’s operator/supervisor shall record each event of failure and /of malfunction of the Equipment. Vendor’s engineer shall enter the details of the action taken in such register. 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 BFSL’s official. The original of the field call report shall be handed over to the BFSL’s official.

(m) The VENDOR shall provide replacement equipment if any equipment is out of the premises for repairs.

5. if and any hard disk or storage device is required to be replaced, the same shall not be handed over to vendor and same will continue to remain in possession of the BFSL and will be BFSL property.

6. Subject to the security requirement, 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 RFP.

7. If BFSL desires to shift the Equipment to a new site and install it thereof, the Vendor shall be informed of the same. The BFSL shall bear the reasonable mutually agreed charges for such shifting and Vendor shall provide necessary arrangement to the BFSL in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Vendor.

8. The BFSL 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 RFP.

9. If, in any month, Vendor does not fulfil the provisions of clauses 4 (b), (c), (d), (e) and (h) only the proportionate maintenance charges for that period during the month will be considered payable by the BFSL without prejudice to the right of the BFSL to terminate the contract. In such event Vendor was credited without deducting the proportionate maintenance charges for that month, the BFSL can deduct the same from future payments payable or Vendor shall refund the amount forthwith to BFSL on demand by the BFSL.

10. Future additions of Hardware / Software:

(a) The BFSL would have the right to:

i. Shift supplied systems to an alternative site of its choice.

ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another vendor.

iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Vendor, or third party, or developed in-house. Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase Vendor cost of performing repair and maintenance service.

(b) The warranty terms would not be considered as violated if any of 10(a) above takes place. Should there be a fault in the operations of the system, Vendor, would not unreasonably assume that the causes lie with those components / software not acquired from them.

11. Delivery Schedule & Penalty for Delayed Deliveries

Description Timeline

Delivery Within 5 - 6 weeks from the date of issue of Purchase Order

Installation & Commissioning Within 3 weeks from the date of delivery of the material at site.

Suitable penalty will be levied for any delay, beyond the timelines specified in delivery

or installation due to reasons attributable to vendor

a. For Delivery: In case of delay beyond the period mentioned in para above, a penalty of .2 % on complete PO value for each week of delay of the total cost of undelivered quantities for first 2 weeks of delay and 0.5% for each week for delay beyond two weeks subject to a maximum of 3 % except for FORCE MAJUERE.

b. For Installation: In case of delay in installation beyond the period mentioned in para above, a penalty of 0.5% for each week of delay of the total cost of the uninstalled quantities. Beyond two weeks subject to a maximum of 3 % be levied.

c. Supply of lower configuration of the ordered product: For each quantity of such product delivered with lower configuration, in addition to other remedial measures, 5% penalty of cost payable for each ordered product to be levied.

For calculation of liquidated damages/ penalty, part of a week will be considered as full week.