

## Service Level Provisions during Warranty of 2 Years.

### I. INTRODUCTION:

This document stipulates the nature and level of service and support required from the Supplier/ Authorized Service Provider during the Warranty Period for the maintenance of MPDs installed at BPCL sites. This document also specifies the required uptime for the equipment supplied, the compensation charges, the level of training and other terms and conditions applicable during the Warranty Period.

### II. SCOPE OF THE SERVICE LEVEL AGREEMENT:

a. The Warranty of the equipment shall include Breakdown Maintenance and servicing of MPDs at various locations across the country. This will include maintenance and servicing of all mechanical, electrical, electronic components, subassemblies and replacement of faulty parts including Calibration of MPD along with Legal Metrology (Calibration fees to Legal Metrology shall be paid by BPCL). All materials/ spare parts etc required for maintenance of the equipment during the Warranty period shall be done at the Supplier's cost and no expenses will be borne by BPCL except items mentioned under clause No VI(g). It will be supplier/ authorized Service Provider's responsibility to replace such excluded spares from their inventory for which the supplier/authorized service provider will be paid extra. However this will be taken into down time calculations post approval from BPCL.

b. The supplier / service provider shall ensure that the uptime for the MPD supplied is at least 99 %. Penalty charges will be recovered from the supplier /service provider at the rate of Rs 300 per nozzle day, if the down time exceeds 1%. This will be calculated over the whole warranty period. Calculation will be as under

$$\text{Downtime ( \% )} = \frac{\text{(Total downtime of all the nozzles put together, purchased through this PO in days)}}{\text{Total no of nozzles bought thru this PO x 2x 365 days}} \times 100$$

Total no of nozzles bought thru this PO x 2x 365 days

Downtime means the time elapsed between logging a call/placing of service request and satisfactory resolution /rectification of nozzles from which sales is closed.

Please refer a case study "A" represented below for 100 nozzles for calculating and recovering the penalty charges for the down time of Nozzles from the Supplier/Service Provider.

The concept of calculation and recovery of the penalty charges would be as shown in the case study "A" and the same would be applicable the warranty period of MPDs .

“A” - A Case study is represented below for 100 nozzles.

Permitted total down time (i.e.1%) for entire warranty period, put together for all the nozzles will be

$$(100 \times 2 \times 365) / 100 = 730 \text{ nozzle days}$$

Example 1 :

Say- total down time for entire warranty period is 800 nozzle days.

Therefore, down time is more than 1 % and hence penalty of  $(800 - 730) \times 300 = \text{Rs } 21,000/-$  will be recovered from the supplier/service provider.

Example 2 :

Say – total down time for entire warranty period is 500 nozzle days. Since it is less than permitted 730 nozzle days for 100 nozzles no penalty will be recovered.

- c. Service requests/call logging will be done through BROMA ( BHARAT RETAIL OUTLET MAINTENACE APPLICATION ) . In case of some unavoidable circumstances complaint may be lodged telephonically or through e-mail However closure of complaint should be done through BROMA only.
- d. All power handling devices including transformer and power correction / protection will be on separate board (Power/ SMPS card) so as to enable replacement of only power/SMPS card in the event of any power related failures. BPC has installed high quality UPS at all their ROs, from which power is fed to electronics of MPDs. Hence warranty and post warranty AMC will cover all items including all electronics. In nut shell, all spares during warranty and post warranty AMC will be on vendor’s account, regardless of the reason for such spares failure. All exceptions to this rule is listed in Service Level Contract appended.

### III. NON PERFORMANCE DURING WARRANTY PERIOD :

- a. In the event of the suppliers or their service providers performance level is not acceptable to BPCL, during warranty period, due to competency or time parameters, BPCL reserves the right to get service done from any other agency. In the event of BPCL nominating the Service Provider agency, the supplier shall impart necessary training to the Service Provider personnel at their works/ in India at no extra cost to

BPCL so that they have the required skill level and competency to provide good maintenance services and support to BPCL during warranty period.

- b. In the event of BPCL appointing the Service Provider for Maintenance of MPDs during the warranty period, the supplier is bound to supply the spare parts to our representatives at the same fixed price which is applicable to the Supplier's authorised Service Provider.
- c. In the event of BPC appointing Service Provider as explained in para (a) above, the total maintenance cost will be borne / paid by supplier.

#### IV. GENERAL TERMS AND CONDITIONS

- a. Electricity, water and compressed air if required for carrying out maintenance at the R.O. will be provided by Bharat Petroleum Corporation, free of cost.
- b. The Supplier/ Service Provider will ensure that their service representatives while working at BPCL outlets will observe all safety rules and regulations and statutory acts of Central/State Governments/Municipal Corporations or any other Government bodies. The Supplier/ Service Provider shall furnish all labour, material, equipment, tools and tackles required for the rectification / maintenance job.

#### V. RESPONSIBILITY:

The supplier will be solely responsible for any omission/ delay on the part of his Service Provider during the Warranty period and will be liable to pay Compensation charges as stipulated earlier.

#### VI. CONTRACT EXCLUSIONS

- a. Any work on equipment casings, including deterioration of glass, fiber acrylic panels, and routine painting of the exterior.
- b. Electrical cables external to the MPDs.
- c. Buried or inaccessible tanks, runs of pipelines and fittings including non availability of product.
- d. Testing of lines and tanks. All modifications to the equipment.
- e. All accident-damaged repairs arising as a result of vandalism and damage arising out of natural calamities.
- f. Weight & Measures appointments, fee, expenses and penalties, if any.
- g. Printer consumables, CFL lamps and tube lights.

(It means that BPCL will not make the payment for any defects in Extended Hoses and reels Nozzles & nozzles accessories, Breakaway couplings, Swivel and Shear Valves , during the warranty period).

- h. Repairs/Maintenance of Power Conditioners i.e. UPS.