

## **Tripartite Supplementary Conveyance Deed**

This Supplementary Conveyance Deed is made and executed on \_\_\_\_\_ 2015 between

1. High Court of Judicature at Allahabad, through Sri \_\_\_\_\_, Registrar General (hereinafter referred to as "**High Court**" which expression shall include its successors in office) of the one Part and
2. (a) (Bidder), (hereinafter referred to as "\_\_\_\_\_") which expression shall unless repugnant to the context thereof includes its nominees, legal representatives, successors and permitted assignees) and,  
  
(b) (OEM) having its registered office at (\_\_\_\_\_) through Sri \_\_\_\_\_, Authorised signatory, (hereinafter referred to as "\_\_\_\_\_") which expression shall unless repugnant to the context thereof includes its nominees, legal representatives, successors and permitted assignees) of the other Part.

WHEREAS (\_\_\_Bidder\_\_\_) has agreed for the supply, installation and onsite comprehensive maintenance of UPS's for the Allahabad High Court and its Bench at Lucknow (\_\_\_details of items\_\_\_), other ancillary and allied equipments as per technical specifications mentioned in Annexure-I of Conveyance Deed dated \_\_\_\_\_ signed between **High Court** and (\_\_\_Bidder\_\_\_), in the High Court and its Bench at Lucknow.

AND WHEREAS (\_\_\_OEM\_\_\_) agrees to provide Three years Comprehensive Onsite Service Support of the products mentioned below at clause **A** either directly or through (\_\_\_Bidder\_\_\_) or its any other channel partner as per the Terms and Conditions of the Deed dated \_\_\_\_\_ signed between Allahabad High Court and (\_\_\_Bidder\_\_\_). In case (\_\_\_Bidder\_\_\_) defaults in providing requisite service support for the UPS's supplied and fulfilling other obligations as per deed dated \_\_\_\_\_, then Performance Bank Guarantee submitted by (\_\_\_Bidder\_\_\_) shall be invoked and the amount shall be forfeited.

In such case, (\_\_\_OEM\_\_\_) shall provide requisite Three years Comprehensive Onsite Service Support on all (\_\_\_OEM's \_\_\_) UPS's at no additional cost, either directly or through any other channel partner or any other alternative arrangement in accordance with the Terms and Conditions of the Deed dated \_\_\_\_\_.

NOW, THEREFORE, the parties hereto agree as follows:

**A. Product Details :**

Warranty on following \_\_\_OEM's\_\_\_ products (detailed specification mentioned in Annexure-I of Deed dated \_\_\_\_\_) shall be as under:

S.N.	Item Description	Quantity	Item No. of Annexure-I of Conveyance Deed dated _____	Warranty
1.				3 years Onsite

Short Term Tender Notice No. CC-1/2015

				Comprehensive
2.				3 years Onsite Comprehensive
3.				3 years Onsite Comprehensive

B. In case of any problem with (\_\_\_OEM\_\_\_) products, complaints shall be directly lodged on (\_\_\_OEM\_\_\_) by (\_\_\_Bidder\_\_\_) on Toll free numbers or through any other mode such as email/fax/letter/messenger/telephone or collection of complaint from complaint register maintained at HIGH COURT by their service engineer/ web-enabled services and (\_\_\_OEM\_\_\_) shall extend Service Support as per Terms and Conditions of the Deed dated\_\_\_\_\_.

C. In case of default on the part of in providing satisfactory Service Support, Support will be provided directly by (\_\_\_OEM\_\_\_) or by other authorized Service Providers at Allahabad and Lucknow or any other alternative arrangement as (\_\_\_OEM\_\_\_) deems proper.

Address of (___OEM___) and other channel partner of for providing Service Support at Allahabad	Contact Person	Phone Nos. & Email Address
1. (___OEM___) _____ ----- _____	Mr. _____	Ph. Fax. E-mail:
2. _____		
3. _____		

In Witness whereof, the parties hereto have set and subscribed their respective hands on the day and year first hereinabove written.

( Sri _____ ) Authorised Signatory (___OEM___)  Date: Place:	( Sri _____ ) Authorised Signatory (___Bidder___)  Date: Place:	(Sri _____) Registrar General High Court of Judicature at Allahabad  Date: Place:
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