## Appendix-III

## **Tripartite Supplementary Conveyance Deed**

This Supplementary Conveyance Deed is made and executed on \_\_\_\_\_ 2007 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
- (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, commissioning and maintenance of (\_\_\_details of items\_\_\_\_), other ancillary and allied equipments as per technical specifications mentioned in Annexure-I of Deed dated \_\_\_\_\_signed between **High Court** and (\_\_\_Bidder\_\_\_), in the High Court and its Bench at Lucknow.

AND WHEREAS (\_\_\_OEM\_\_\_) agrees to provide 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 equipments/ software 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 Service Support on all (\_\_\_OEM's \_\_\_\_) Products 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 Comprehensive
2.				3 years Onsite Comprehensive
3.				3 years Onsite Comprehensive
4.				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 e-mail/ fax/ 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 or any other alternative arrangement as (\_\_\_OEM\_\_\_) deems proper.

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

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