

HIGH COURT OF JUDICATURE AT ALLAHABAD

Short Term Tender Notice

Sealed tenders are invited from reputed Original Equipment Manufacturers (OEM's) of laptops and/or their channel partners and/or their authorized dealers/agents/suppliers of laptops, for **supply, installation, comprehensive onsite maintenance services of Laptops and other related accessories** at Allahabad High Court.

A copy of the bid document may be obtained from **Computer Centre, Allahabad High Court, Allahabad (U.P.)** on deposit of Rs. 2000.00 (Two thousand only) in cash/Demand Draft as bid document fee (non-refundable) on any working day.

The bid document is also available on the official website of Allahabad High Court <http://www.allahabadhighcourt.in> to enable the bidders to use this document for submitting their bids in High Court, Allahabad against the tender notice. The bidders who will submit their bids on downloaded bid documents, will submit bid document fee (non-refundable) of Rs. 2000.00 (Rupees Two Thousand only) in the form of account payee Bank Draft.

Demand Draft is to be made from any nationalized bank in favour of "Registrar General, Allahabad High Court", payable at Allahabad.

Interested and eligible bidders may submit their bid addressed to **Computer Centre, Allahabad High Court, Allahabad, U.P. - 211001 on or before 24.03.2014 (by 2.30 p.m.)**.

Important information & Dates:

- | | |
|----------------------------------------------------------------|---------------------------|
| i. Quantity of Laptops (approx.) | : 2000 nos. |
| ii. Earnest Money (in Rs.) | : 12,43,000.00 |
| iii. Cost of tender documents (non-refundable) in Rs. | : 2,000.00 |
| iv. Last Date and time for submission of bids | : 24.03.2014 by 2.30 p.m. |
| v. Date of opening of "Terms and Conditions" & "Technical Bid" | : 24.03.2014 at 4.30 p.m. |
| vi. Date of Opening of "Financial Bid" | : 25.03.2014 at 4.30 p.m. |

The Registrar General, High Court, Allahabad reserves the right to reject any or all of the bids so received without assigning any reasons whatsoever.

Sd/-

Registrar General

Short Term Tender Notice No. - CC-3/2014

**HIGH COURT OF JUDICATURE AT ALLAHABAD,
ALLAHABAD (U.P.) - 211001**



Tender Document

FOR
THE SUPPLY, INSTALLATION AND THEIR COMPREHENSIVE ONSITE WARRANTY
MAINTENANCE SERVICES OF LAPTOPS

Issued By –

**Registrar General,
High Court of Judicature at Allahabad,
Allahabad (U.P.).**

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SECTION – I

Notice Inviting Tender

Sealed tenders are invited from **reputed Original Equipment Manufacturers of laptops and/or their channel partners and/or their authorized dealers/agents/suppliers of laptops** for the supply, installation and comprehensive onsite maintenance warranty of Laptops at High Court of Judicature at Allahabad, Allahabad (U.P.). **Bids are required to be submitted for both of the options (option - 1 & option - 2) of Section III :Schedule of the requirement of the tender document.**

Quantity and Earnest Money Deposit (EMD) for items as mentioned in Section –III

Items	Quantity	Tender Document Fees (in Rs.)	EMD Amount (in Rs.)
Laptops	2000*	2,000.00	12,43,000.00

**The requirements is likely to be increase or decrease*

Important information & Dates: -

Last Date and time for submission of bids	24.03.2014 by 2.30 p.m.
Date of opening of “Terms and Conditions” & “Technical Bid”	24.03.2014 at 4.30 p.m.
Date of Opening of “Financial Bid”	25.03.2014 at 4.30 p.m.

Note:

1. The tender documents can be obtained from **Computer Centre, High Court of Judicature at Allahabad, Allahabad, U.P. - 211001** on deposit of **Rs.2000.00 (Rupees Two Thousand only)** in **cash/Demand Draft as bid document fee (non-refundable)** on any working day.
2. The tender document is also available on the official web site of Allahabad High Court **www.allahabadhighcourt.in** to enable the bidders to use this document for submitting their bids in High Court, Allahabad against the tender notice. The bidders who will submit their bids on downloaded bid documents, will submit bid document fee (non-refundable) of Rs. 2000 (Rupees Two Thousand only) in the form of account payee Bank Draft payable at Allahabad in favour of "**Registrar General, High Court, Allahabad**".
3. This tender document fee of Rs.2000.00 will be non-refundable to the bidders. In case of any ambiguity, the original tender document available at High Court, Allahabad or on the web site of the High Court shall be treated as final tender document.

SECTION – II: Terms and Conditions

1. DEFINITIONS

1(i) “Purchaser” means **High Court of Judicature at Allahabad, Allahabad, U.P. – 211001.**

1(ii). “The Tenderer or Bidder” means an individual or the firm who participates in this tender.

1(iii) “The Goods/Services” means all the hardware, softwares, licenses, and services under the bid.

1(iv) “Letter of Intent” means the written communication to the successful bidder of the intention of the Purchaser of the goods/services as per the purchase order read with the bid document.

1(v) “Purchase Order” means the written order signed by the Purchaser for the purchase of goods/services after the Letter of Intent has been accepted by the successful bidder. It shall include all the attachment and appendices thereto and all the documents incorporated by the reference therein.

1(vi).The records, terms and expressions not significantly defined herein or in the bid documents shall have same meaning assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clause Act, 1897 as the case may be. The headnotes are for guidance only and shall not affect the interpretation or construction of any provision thereof and in the bid document.

2. ELIGIBILITY TO BID

2(i) The bidder should be a **reputed Original Equipment Manufacturers of laptops and/or their channel partners and/or their authorized dealers/agents/suppliers of laptops.** If the bidder is not an OEM, then bidder having valid MAF (Manufacture Authorization Form) / Authorization letter (to participate in this bid) with OEMs will only be eligible to bid. The MAF / Authorization letter must indicate the commitment of OEM for meeting all the contractual obligations and shall be required to be submitted *in Technical Bid envelope* at the time of bid.

2(ii)The bidder company should have turnover of at least Rs. 6.0 crores in last three financial years and for that certified copies of certificates from Chartered Accountant or copies of relevant page(s) of Profit & Loss account of the company are required to be submitted. The bids of the bidders whose company's turnover in last three financial years is not Rs. 6.0 crores or who do not submit certified copies of certificates from Chartered Accountant or copies of relevant page(s) of Profit & Loss account shall be rejected. (The proof must be submitted in “Terms & Conditions” Bid envelope at the time of bid).

2(iii).The bidder is not black listed by any department of Government of Uttar Pradesh or by any department of Government of India.

3. COST OF BIDDING

3(i) The bidder shall bear all the costs associated with the preparation and submission of his bid(s). The Purchaser, in no case, will be responsible or liable for any cost(s), regardless of the conduct of the process.

4. THE BID DOCUMENT

4(i) The bid document can be obtained from Computer Centre, High Court of Judicature at Allahabad, Allahabad, U.P. - 211001 on deposit of Rs.2000.00 (Rupees Two Thousand only) as bid document fee (non-refundable) on any working day.

4(ii) The bid document is also available on the official web site of Allahabad High Court www.allahabadhighcourt.in to enable the bidders to use this document for submitting their bids in High Court, Allahabad against the tender notice. The bidders who will submit their bids on downloaded bid documents, will submit bid document fee (non-refundable) of Rs. 2000.00 (Rupees Two Thousand only) in the form of account payee Bank Draft payable at Allahabad in favour of "Registrar General, High Court, Allahabad".

4(iii) This tender document fee of Rs.2000.00 will be non-refundable to the bidders. In case of any ambiguity, the original tender document available in High Court, Allahabad or on the web site of High Court shall be treated as final tender document.

4(iv) The tenders submitted on downloaded tender documents without enclosing tender document fee (non-refundable) of Rs.2000.00 (Rupees Two Thousand Only) in the form of account payee Bank Draft shall not be accepted and will be summarily rejected.

4(v) The bidding procedure, terms & conditions of the contract and the goods/services proposed to be purchased are described in the bid document, which comprise the following:

Section-I: Notice Inviting Tender

Section-II: Terms and Conditions.

Section-III: Schedule of Requirement

Section-IV: General Information

Section-V: Technical Bid.

Section-VI: Financial Bid.

4(vi) The bidder shall examine all the forms, instructions, terms & conditions and specifications in the bid document. The failure to furnish all information required as per the bid document or submission of bids not substantively responsive to the bid document shall be at the bidder's own risk and liable to summary rejection.

5. AMENDMENT TO THE BID DOCUMENT

5(i) At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid document by amendments.

6. NOTIFICATION OF AMENDMENT IN THE BID

6(i) The amendments to the bid document if any shall be published as a corrigendum on the website of High Court at www.allahabadhighcourt.in

6(ii) In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise of "Terms & Conditions", "Technical Bid" and "Financial Bid" and the bidder shall seal the Terms and Conditions, Technical Bid and the Financial Bid in separate (inner) envelopes. All the three sealed envelopes will further be sealed in an outer envelope. All the envelopes (Inner and outer) should be sealed separately by the personal seal of the bidder.

It shall have the following components:

(I) Documentary evidence established in accordance with the clause 2,10 & 30 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted. (*to be submitted in Terms and Conditions envelope*).

- (ii) Bid security furnished in accordance with clause 12. *(to be submitted in Terms and Conditions Bid envelope)*
- (iii) Power-of-attorney as per clause 14(i). *(to be submitted in Terms and Conditions envelope)*
- (iv) Permanent Account Number (PAN) received from Income Tax department. *(to be submitted in Terms and Condition envelope)*
- (v) Sales Tax Certificates (CST & MST). *(to be submitted in Terms and Condition envelope).*
- (vi) General Information form as mentioned in Section IV *(to be submitted in Terms and Condition envelope).*
- (vii) Affidavit that the bidder's firm has not been black listed by any department of Government of U.P./Government of India *(to be submitted in Terms and Condition envelope).*
- (viii) A Clause by Clause compliance as per clause 11(ii)(c) and other documents as per clause 11. *(to be submitted in Technical Bid envelope)*
- (ix) Technical Bid Form as per Section V. *(to be submitted in Technical Bid envelope)*
- (x) A bid form and price schedule completed in accordance with clause 8 & 9. *(to be submitted in Financial Bid envelope)*
- (xi) Proof of submission of Tender Document fee and EMD.

8. BID FORM

8(i) The bidder shall complete the General Information form in all respect. The Technical Bid form and Financial Bid for the appropriate Schedule of Requirement for which he is bidding complete in all respect as per section VI.

9. BID PRICES

9(i) The bidder shall give the total composite price inclusive of all kinds of Levies & Taxes i.e. Sales Tax, Octroi/Entry Tax & Excise, packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section – VI. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser. The price comparison shall be based on total prices of items.

9(ii) Prices indicated in the Price schedule shall be entered in the following manner:

(a). The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges/Octroi, already paid or payable by the supplier shall be quoted separately item wise.

(b). The supplier shall quote as per price schedule given in Section - VI for all the items given in schedule of requirement.

(c). It is mandatory to quote for all components of the price viz. Ex.Factory Price, Excise duty, Customs duty, Sales Tax etc. The bidder cannot show second sale.

9(iii). The Basic Unit Price quoted by the bidder shall remain fixed during the entire period of Conveyance Deed and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsible and rejected.

9(iv). The prices quoted by the bidder shall be in detailed breakup to enable the Purchaser to arrive at the price of equipment/system offered.

9(v). The price approved by the Purchaser for procurement will be inclusive of Levies and Taxes, Octroi/Entry Tax, packing, forwarding, freight and insurance as mentioned in para 9(i) above. Breakup in various heads like excise duty, sales tax, insurance, freight and other taxes paid/payable as per clause 9(ii)(a) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled delivery period.

9(vi) "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

9(vii) The Purchaser shall provide Form-32/Form-39 (Road Permit).

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10(i) The bidder shall furnish, as part of the bid document establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of bid document.

(a). Certificate of Incorporation.

(b). Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

(c). Valid Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.

(d). Approval from Reserve Bank of India/ SIA in case of foreign collaboration, if applicable.

10(ii)

(a) The bidder shall furnish Annual Report and/ or a certificate from its bankers as evidence that he has financial capability to execute the Conveyance Deed.

(b) The bidder shall furnish documentary evidence about technical and production capability necessary to execute the Conveyance Deed.

10(iii) In order to enable the Purchaser to assess the provenness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENT

11(i) Pursuant to clause 7, the bidder shall furnish, as part of his (Technical) bid, documents establishing the conformity of his bid to the bid document of all goods and services which he proposes to supply under the contract.

11(ii) The documentary evidences of the "goods and services" conformity to the bid document may be, in the form of printed leaflets, literature, drawings, data etc. and the bidder shall furnish along with the Technical Bid as per the format mentioned in Section – V:

(a) A detailed description of goods with essential technical and performance characteristics;

(b) A list, giving full particulars including available sources and current prices of all spare parts, special tools etc. necessary for the proper and continuous functioning of the goods for a period of one year following commencement of use of the goods

by the purchaser, and

(c) A clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the technical specifications and commercial conditions be mentioned in the format mentioned in Section – V. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical specifications (Section-VI), Commercial Conditions (Section-III) and Special Conditions (Section-IV) shall not be considered.

11(iii) For the purpose of compliance to be furnished pursuant to the clause 11(ii)(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12. EARNEST MONEY DEPOSIT AS BID SECURITY, PERFORMANCE BANK GUARANTEE AND PAYMENT TERMS.

12(i) Pursuant to clause 7, the bidder shall furnish, as part of his bid, Earnest Money Deposit as bid security of amount in Section – I against each item for which bid is being submitted. **The bidders (small scale units), who are registered with DI (SPS) or National Small Scale Industries Corporation are also required to furnish the bid security.**

12(ii) The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to clause 12(vii)

12(iii) The bid security shall be in the form of account payee Bank Draft payable at Allahabad in favour of Registrar General, High Court, Allahabad and the same shall be valid for Three months. The Bank Draft be kept inside the sealed envelope marked "Terms and Conditions".

12(iv) The bid not secured in accordance with clause 12(i) & 12(iii) shall be rejected by the Purchaser being non-responsive at the bid opening stage.

12(v) The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.

12(vi) The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent (LOI) satisfactorily in accordance with clause 27 and furnishing the performance security as Bank Guarantee (PBG of 10% of total Purchase Order value valid for six months beyond the warranty period of 1 year).

12(vii) The bid security may be forfeited:

(a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form **or** if the bidder is not able to provide the consent of OEM for signing the tripartite agreement **or** if the bidder is not able to provide proper authorization from OEM of items for which the bid is being submitted **or**

(b) In the case of successful bidder, if the bidder fails:

(A) To sign the contract in accordance with clause 28 or

(B) To furnish performance security in accordance with clause 27.

(c) In the above cases, i.e. 12(vii) (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of Letter of Intent (LOI).

The bidder will not approach the court against the decision of the Purchaser in this regard.

12(viii) **Within 15 days of the receipt of Letter of Intent (LOI) from the Purchaser, the successful Bidder shall furnish the performance security in the form of performance bank guarantee (PBG) for an amount of 10% of the value of the Purchase Order to be procured from State Bank of India or its associate banks or any nationalized bank of India or scheduled bank located in India in favour of Registrar General, High Court, Allahabad and valid for six months beyond the full warranty period of one year from the date of successful supply and installation of all the supplied items (Laptops & other accessories) in the prescribed format. The successful bidder may submit bank guarantee accordingly.**

12(ix) Payment for the items to be supplied by the bidder against the purchase order shall be made by Purchaser as follows: -

90% amount of the total order value will be paid to the bidder within one month of physical delivery against all the ordered items at High Court of Judicature at Allahabad, submission of delivery challans and furnishing of the performance bank guarantee amount equal to 10% of total order value in favour of Purchaser on the format prescribed by the Purchaser.

Remaining 10% amount of the total order value will be released to the bidder within one month after satisfactory installation, successful acceptance test and satisfactory operation of all the supplied items.

Payment shall be released on receipt of the original bills in triplicate complete in all respect and original delivery challans of all the items. **No payment shall be released for part delivery of the hardware, software and other related accessories against the purchase order.**

13. PERIOD OF VALIDITY OF BIDS

13(i) Bid shall remain valid for 120 days from the date of opening of financial bids prescribed by the purchaser pursuant to clause 19(i). A bid valid for a shorter period shall be rejected by the purchaser being non-responsible.

13(ii) In exceptional circumstances, the purchaser may request the consent of the bidder for an extension of the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID

14(i) **Terms and Conditions, Technical Bid and Financial Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization (in Terms and Conditions envelope) shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.**

14(ii). **The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.**

15. SEALING AND MARKING OF BIDS.

15(i) The bidder shall seal the Terms and Conditions, Technical Bid and the Financial Bid in separate (inner) envelopes. All the three sealed envelopes will further be sealed in an outer envelope. All the envelopes (Inner and outer) should be sealed separately by the personal seal of the bidder.

15(ii) The bid should be submitted in following manner:

(a) The envelopes shall be addressed to **Computer Centre, High Court of Judicature at Allahabad, Allahabad, U.P. – 211001.**

(b) The envelope shall bear 'TENDER DOCUMENT (tender number) FOR SUPPLY OF LAPTOPS'.

(c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared 'late' or rejected.

(d) Tender may be sent by registered post/speed post or delivered in person on above mentioned address (address is given in clause 15(ii)(a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder. The purchaser shall not be responsible if the bids are delivered elsewhere.

(e) Bids delivered in person on the day of tender opening shall be delivered up to 24.03.2014 by 2.30 p.m. the venue (address is given in clause 15(ii)(f) below) of the tender opening. The purchaser shall not be responsible if the bids are delivered elsewhere.

15(iii) If all the envelopes are not sealed and marked as required in clause 15(i) and 15(ii), the bid shall be rejected.

16. SUBMISSION OF BIDS

16(i) Bids must be received by the Purchaser at the address specified in clause 15.2 not later than 24.03.2014 by 2.30 p.m. on due date.

16(ii) The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bid document in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

16(iii) The bidder shall submit his bid offer against a set of bid document purchased by him for all or some of the schedules in schedules of requirement mentioned in Section - III of the bid document. Bidder may include alternate offer, for all the schedules or some of the schedules as mentioned in schedules of requirements. However, not more than one independent and complete offer shall be permitted from the bidder.

16(iv) All the items mentioned in a particular schedule in Section - III in Schedules of requirement has to be quoted for.

17. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, shall be rejected and returned unopened to the bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS

18(i) The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.

18(ii) The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

18(iii) Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY PURCHASER

19(i) The purchaser shall open bids in the presence of bidders or their authorized representatives who chose to attend, on due date. The bidder's representatives, who are present shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

19(ii) A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

19(iii) The bidder's names, technical bid, financial bid, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

19(iv) The date fixed for opening of bids, if subsequently declared as holiday by the Purchaser, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

19(v) Terms and Conditions envelop and then Technical Bid envelopes for the bidders who have accepted Terms and Conditions will be opened on 24.03.2014 at 4.30 p.m.

19(vi) The Financial Bid envelopes of only technically qualified bidders will be opened on 25.03.2014 at 4.30 p.m.

20. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification can be in oral or in writing and the response shall be in writing only. However, no post bid clarification at the initiative of the bidder shall be entertained.

21. PRELIMINARY EVALUATION

21(i) Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21(ii) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. **If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.**

21(iii) Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the bid document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the bid document without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21(iv) A bid determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21(v) The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder.

21(vi) The purchaser reserves the right to see demonstration of goods and services quoted in the bids.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

22(i) The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22(ii) The evaluation and comparison of responsive bids shall be done on the composite price of the goods offered, inclusive of all kinds of Levies & Taxes i.e. Sales tax & Excise duty, Octroi/Entry tax, packing, forwarding, freight and insurance etc., as indicated in the bid document.

22(iii) Technical specifications of the Goods/Services and the leaflets/supporting document enclosed to confirm them.

22(iv) Bidder's turnover in last three financial years.

22(v) Bidder's installation base and after Sales Service support networks in U.P.

22(vi) For uniform comparative analysis, MNC & Indigenous brands shall be compared separately.

22(vii) Weightage may be given to the bidders offering additional bundled softwares/accessories along with the laptops, if all other parameters/rates of technical evaluation and financial evaluation are equal.

23. CONTACTING THE PURCHASER

23(i) Subject to clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23(ii) Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods (laptops) have been type approved/ validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

(i) The Purchaser will have the right to increase or decrease the quantity of goods (laptops)

and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

(ii) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplied from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of 1st LOI at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of the contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

27. ISSUE OF LETTER OF INTENT (LOI)

27(i) The issue of an LOI shall constitute the intention of the purchaser to enter into contract with the bidder.

27(ii) The bidder shall within 15 days of issue of the LOI, give his acceptance (by signing each page of LOI) along with performance security in conformity with Annexure – I provided with the bid document.

28. SIGNING OF CONTRACT

28(i) The issue of Purchase Order shall constitute the award of contract on the bidder.

28(ii) Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12.

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the purchaser may make the award to any other bidder at the discretion of the purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS

The supplier shall have Quality Management System supported and evidenced by the following:

- A Quality Policy.
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing the purchaser in the matters of Quality.
- Procedure for controlling design/production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- System of Inward Good inspection as mentioned in clause 34.
- System to calibrate and maintain required measuring and test equipment.
- System for tracing the cause for non-conformance (trace ability) and segregating product which don't conform to specifications.

- Configuration management and change-control mechanism.
- A quality plan for the product.
- Periodical internal quality audits.
- A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate issued by "TEC" shall be furnished as a part of *Terms & Conditions Bid*.

31. SUMMARY REJECTION OF BIDS

While all the conditions specified in the bid document are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid document. Non-compliance of any one of which shall result in outright rejection of the bid.

31(i) Clause 15(i) of Section-II: The bids will be recorded/returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.

31(ii) Clauses 12(i), 12(ii) & 13(i) of Section-II: The bids will be rejected at opening stage if bid security is not submitted as per clauses 12(i) & 12(ii) and bid validity is less than the period prescribed in clause 13(i) mentioned above.

31(iii) Clause 2 & 10 of Section-II: If the eligibility condition as per clause 2 of Section-II is not met and/or documents prescribed to establish the eligibility as per clause 10 of Section-II are not enclosed, the bids will be rejected without further evaluation.

31(iv) Clause 11.2 (c) of Section-II: If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.

31(v) Section-IV, Section-V & Section-VI, Technical Specifications: Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, the specification of the parameter should be given and reference to the enclosed documents showing compliances must be given.

31(vi) Section-VI, Price Schedule: Prices are not filled in as prescribed in price schedule.

31(vii) Section-II clause 9(v) on discount which is reproduced below:

"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".

31(viii) If the bid does not contain required Bid Document Fee and the EMD.

32. DISQUALIFICATION FOR HABITUAL DEFAULTER

Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose equipment do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

33. BLACKLISTING OF DEFAULTING BIDDER

33(i) Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

34. PRE-DISPATCH INSPECTION AND ACCEPTANCE TEST

34(i) Pre-Dispatch Inspection of all the ordered items (laptops) shall be carried out (within six weeks from the date of issuance of the Purchase Order) by a team of technical experts nominated by HIGH COURT at factory site/warehouse/sale point etc. of SELLER, prior to delivery of the items at High Court of Judicature at Allahabad. The SELLER will also provide a detailed list indicating the Machine/Serial no., MAC etc. of individual Laptop & other accessories duly signed by the SELLER during the above Inspection. Acceptance will be conducted by team of technical experts sent by Purchaser in presence of the Bidder on all the ordered items to ascertain that the items to be delivered are as per ordered technical specifications and of the acceptable quality. A set of all the diagnostic tools and techniques to test Laptops, other items and softwares shall be provided by the Bidder to the team of technical experts sent by Purchaser along with the physical inspection and testing schedule prior to inviting Purchaser for inspection and testing of the items. The items must be as per ordered technical specifications or higher technical specifications only. No incomplete systems will be accepted under any circumstances. The systems should also contain same subsystems (brand/make) as quoted in the tender. It shall be the exclusive responsibility of the Bidder to provide appropriate device drivers alongwith the systems. Failure to fulfill any of above mentioned conditions will lead to the rejection of the items during inspection and acceptance testing of the items. The items which will be inspected and accepted during Pre-Dispatch Inspection by the team of technical experts nominated by Purchaser shall be packed by the Bidder and the representatives of Purchaser will put a unique number, their seal and signature on each of the packet. The Bidder will deliver the sealed packets at High Court of Judicature at Allahabad after pre dispatch inspection.

34(ii) If at any stage during Pre-Dispatch Inspection, it is found that laptops and other related items are not ready or not of acceptable quality, Purchaser reserves the right to cancel the Purchase Order and forfeit the Earnest Money Deposit.

34(iii) Acceptance Test of all the items shall be conducted after delivery of all laptops at High Court of Judicature at Allahabad and fulfillment of all requirements as per the Terms and Conditions of the Conveyance Deed to ensure that items are same which were inspected before dispatch: are as per technical specifications mentioned in Purchase Order and or delivered in good working condition.

34(iv)The vendor will make all the arrangements for lodging, fooding and local transportation etc. of the team of officers sent by HIGH COURT for Pre-Dispatch Inspection of the items at the SUPPLIER's cost.

35. DELIVERY & INSTALLATION OF ITEMS

35(i) The complete delivery & installation of Laptops shall be made satisfactorily by the bidder within 12 weeks from the date of issue of the purchase order by Purchaser to the bidder. If any loss or damage occurs in transit then it will be the responsibility of the bidder to make good the loss, within the time stipulated in the tender/purchase order for installation. The bidder may take necessary action to claim the insurance money, for the item(s) lost/damaged during transit, from insurance Company at his own level.

35(ii) All the items to be supplied should be new, of good quality and standard and as per the technical specifications mentioned in technical bid document.

35(iii) The bidder will provide operational manuals, OEM documents for peripherals, set of diagnostics to test all the sub-systems etc. along with the systems.

35 (iv) The satisfactory installation and acceptance test of all the items will have to be completed satisfactorily within twelve weeks from the date of issue of the

purchase order by Purchaser to the bidder failing which the Purchase Order may be cancelled.

36. COMPENSATION

36(i) If delivery/installation of the items is not made within above stipulated period, the compensation will be payable for non-adherence to the committed delivery/installation schedules by the bidder to Purchase as follows: -

- (i) 0.5% of the total value of delayed items per week of delay in delivery of Laptops subject to maximum of 5.0% of total order value.
- (ii) 0.5% of the total value of delayed items per week of delay attributable to bidder in installation of all the items subject to a maximum of 5.0% of total order value.

36(ii) Purchaser reserves the right to cancel the total/part purchase order, if the delivery gets delayed more than 4 weeks from the stipulated period of 12 weeks given in the Purchase Order. Penalty as mentioned in clause 15 above shall however be applicable even if the order is cancelled in part or full. Purchaser shall have no responsibility whatsoever for any damages sustained by the bidder due to cancellation of the purchase order. In such case, the earnest money deposited by the bidder in Purchaser shall be forfeited in full.

36(iii) Purchaser reserves the right to reject any items supplied against the purchase order, if found not working satisfactorily at the time of installation at site(s). The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the supplier. No payment will be made for the rejected item(s).

36(iv) If the installation of the items at site gets delayed from the stipulated period given above and to be given in the Purchase Order, then Purchaser reserves the right to forfeit the earnest money deposited by the bidder in Purchaser and the balance payment, if any, due to the supplier for the items supplied against the purchase order shall be forfeited.

37. JURISDICTION

All disputes are subject to Allahabad jurisdiction only.

DECLARATION BY THE BIDDER

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document (no. CC-3/2014) for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by all the clauses from serial no. 1 to 37. This is also certified that I/We/our principal manufacturing firm has no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:
Place:

Seal & Signature of the Bidder
Name:
Designation:

Section III: Schedule of Requirement**Option: 1**

Features	Specifications
Processor	4 th Generation Intel Core i5-4200U (1.6 GHz, 3 MB cache, 2 cores) Up to 2.6 GHz with Intel Turbo Boost Technology Or Higher.
Chipset	Mobile Intel® HM86/HM87 or Higher.
Memory	4GB DDR3 1333/1600 Mhz RAM Expandable up to 16GB or Higher
Graphics	Intel HD Graphics 4000 / NVIDIA GeForce GT 720M or Higher
Hard Drive	Minimum 500GB 5400RPM Hard Drive or Higher
Screen	15.6" High Definition Wide LED Anti-Glare Display
Keyboard	Spill resistant with multi-touch touchpad
Camera	Integrated Webcam
Optical Drive	Internal 8X DVD+/-RW
Battery	Lithium-Ion battery for at least 4.5 hours of battery backup under standard working condition or better
NIC / Wireless / BT	Integrated Gigabit Ethernet, Wireless (802.11b/g/n), Bluetooth
OS	Customised Ubuntu 12.04 LTS or Higher (Copy of the customized OS shall be provided by the HIGH COURT, for installation in all laptops before pre-dispatch inspection).
Warranty	1 Year Next Business Day Onsite Service Warranty
External Ports & Slots	VGA, HDMI/Display port, RJ-45, Power, Headphone / Headset / Ext. Speaker out, 2 Nos. USB 3.0, 2 Nos. USB 3.0 / USB 2.0.
Certifications	Energy Star 5.0; EPEAT , Windows and Linux Compliance Certificate
Weight	Upto 3.0 kg
Standard Accessories	OEM Specific AC Power Adaptor & Cable, Laptop Carry Case etc.
Audio	Dual Inbuilt Speakers

Option: 2

Features	Specifications
Processor	Intel Core i3-4000M or higher.
Chipset	Mobile Intel® HM86/HM87 or Higher.
Memory	4GB DDR3 1333/1600 Mhz RAM Expandable up to 16 GB or Higher
Graphics	Integrated Intel HD Graphics
Hard Drive	500GB, 5400RPM Hard Drive or higher
Screen	15.6" High Definition Wide LED Anti-Glare Display
Keyboard	Spill resistant with multi-touch touchpad
Camera	Integrated Webcam
Optical Drive	Internal 8X DVD+/-RW
Battery	Lithium-Ion battery for at least 4.5 hours of battery backup under standard working condition or better
NIC / Wireless / BT	Integrated Gigabit Ethernet, Wireless (802.11b/g/n), Bluetooth
OS	Customised Ubuntu 12.04 LTS or Higher (Copy of the customized OS shall be provided by the HIGH COURT, for installation in all laptops before pre-dispatch inspection).
Warranty	1 Year Next Business Day Onsite Service Warranty.
External Ports & Slots	VGA, HDMI, RJ-45, Headphone / Headset / Ext. Speaker out, 2 Nos. USB 3.0, 2 Nos. USB 3.0 / USB 2.0.
Certifications	Energy Star 5.0; EPEAT , Windows and Linux Compliance Certificate

Weight	Upto 3.0 kg
Standard Accessories	OEM Specific AC Power Adaptor & Cable, Laptop Carry Case etc.
Audio	Dual Inbuilt Speakers

Laptop Cary Case Specifications		
1	Suitability	To accommodate as per the Laptop size
2	Material	Polyester fabric, nylon bonded thread, branded zippers and sliders
3	Compartments	Two or more compartment bag (Laptop, Paper File, Power Adaptor, Utility Pocket)

Section – IV : General Information

1.	Name of the Company		
2.	Full address of company alongwith Contact Person Telephone/Mobile No. Fax no. E-mail address:		
3.	Local address of company for communication, if any		
4(a).	Are you an OEM or dealer <i>(Pl. enclose requisite documents in support of claim)</i>		
4(b).	If listed with MAIT/NASCOMM (self attested copies of certificate be attached)		
4(c).	If Company/Product/Services is ISO certified (copies of certificates be attached)		
5(a).	Annual turnover in last 3 financial years in Rs. Crores. (Self attested copies of documents in support be attached) (i) Year 2010-11 (ii) Year 2011-12 (iii) Year 2012-13		
5(b)	Supply of Laptops in last 3 financial years in Department(s) / Organization(s) (in Nos.) (Self Attested copies of documents in support be attached)		
	F.Y	Quantity	Total Value
	(i) Year 2010-11		
	(ii) Year 2011-12		
	(iii) Year 2012-13		
5(c).	Trade Tax / Sales Tax Registration no. with place. (Copy of TIN be attached)		
5(d).	Income Tax Registration no. with place. (Copy of PAN be attached)		
6.	Strength of local office at Allahabad (i) No. of Marketing Personnel (ii) No. of Technical Personnel (Qualification be also mentioned) (iii) No. of Supporting Staff		

7(a).	No. of Service Centres in Uttar Pradesh (Pl. mention location alongwith no. of support staff)	
7(b).	Location of service centers(*) and location wise No. of Service Engineers posted in U.P. <i>*For more service centers, enclose this information separately with Technical Bid.</i>	
8.	Environmental conditions requirement: (i) Temperature (in Deg.C) (ii) Relative Humidity (%)	Min. Max.
9.	Installation base of Laptops in Uttar Pradesh (in no.) (Please enclose the list of Purchase Orders)	
10.	Kindly enclose at least three after sales service Support certificates from your customers where you have supplied and installed Laptops to evaluate your service support performance. Total no. of service support certificates enclosed.	
11.	Any other information you feel necessary (Separate sheets may be used if required)	
12.	Details of earnest money attached. (i) Amount Rs. (ii) Bank Draft No./Details of Bank Guarantee. (iii) Bank Details with issue date & period.	

Date:
Place:

Seal & Signature of the Bidder
Name:
Designation:

Section – V: Technical Bid (Separate sheets be attached for each options of section III: Schedule of Requirement)

Parameters	Specification	
Laptop		
Make/manufacture		
Model no.		
Processor	Intel Processor Model No.	
	Type	
	Speed	
	DMI2	
	L2 cache	
	L3 cache	
	Smart cache	
Chipset	Chipset Model No.	
System Board	Manufacturer	
	Model No.	
Memory	Manufacturer	
	Type	
	Size	
	Speed	
	No. of Memory Modules given	
	No. of DIMMS	
	Channels supported	
Hard Drive	Manufacturer	
	Model No.	
	Capacity	
	RPM	
	Whether Shock Proof	
Display	Technology	
	Size	
	Resolution	
	No. of Colours	
Graphics	Manufacturer	
	Model No.	
	Video RAM	
	No. of Colours	
	Resolution Supported	
Audio	Manufacturer	
	Model No.	
	No. of Bits	
	Microphone	
Optical Storage	Manufacturer	
	Model No.	
	Modes Supported	
	DVD Writing Speed	
	DVD Reading Speed	
	CD Writing Speed	
	CD Reading Speed	
Wireless	Manufacturer	
	Model No.	
	IEEE Standard	
	Speed	
Bluetooth	Manufacturer	
	Model No.	
	Bluetooth Standard	

	Range	
Ethernet Adapter	Manufacturer	
	Model No.	
	Speed	
PCMCIA	Manufacturer	
	Model No.	
	No. of Slots	
	Type of Slots	
	Cardbus	
Card Reader	Manufacturer	
	Model No.	
	No. of Card Family Supported	
	Card Family Supported	
Weight		
Other Ports and Connectors Available	Name of port & location	No.
Keyboard	No. of Keys	
	Features	
Touch Pad	Manufacturer	
	Model No.	
	Features	
Security		
Battery Specifications	Manufacturer	
	Model No.	
	Technology	
	No. of Cells	
	Backup Time	
	Charging Time	
	AC Input Range	
	Travel Battery Specification	
	Others, if any	
Certifications		
Chasis		
Standard Accessories		
Operating Temperature		
Warranty		

Date:
Place:

Seal & Signature of the Bidder
Name:
Designation:

Laptop Bag Specifications	
1	OEM / 3 rd party make
2	Specifications (Model no., Size, Material, Compartments, Padding etc.)

Note: Product (Laptop Bag) brochure highlighting technical specifications & photographs must be attached in support of information mentioned in the technical bid.

Date:
Place:

Seal & Signature of the Bidder
Name:
Designation:

SECTION VI: FINANCIAL BID

Option : 1

SI No	Items.	Unit Price					
		Basic Price (Rs.)	Excise Duty (Rs.) Value & Percentage of Col.3	Sub-Total (Rs.) 3+4	Trade Tax (Rs.) Value & Percentage	Levies & Other Tariff, if any etc. (Rs.) - Value & Percentage of Col.3	Total Unit Price (Rs.) 5+6+7
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Laptop						
2.	Carry Case						
Grand Total (Rs.)							

Option : 2

SI No	Items.	Unit Price					
		Basic Price (Rs.)	Excise Duty (Rs.) Value & Percentage of Col.3	Sub-Total (Rs.) 3+4	Trade Tax (Rs.) Value & Percentage	Levies & Other Tariff, if any etc. (Rs.) - Value & Percentage of Col.3	Total Unit Price (Rs.) 5+6+7
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Laptop						
2.	Carry Case						
Grand Total (Rs.)							

- A. Comprehensive onsite Annual Maintenance Charges (after warranty period of one year):
- B. Any Other Offer the Bidder would like to include in any of the above cost (Pl. Specify):
.....

Date:
Place:

Seal & Signature of the Bidder
Name:
Designation:

Appendix-I

FORMAT OF CONVEYANCE DEED

THIS CONVEYANCE DEED is made and executed on _____, 2014 BETWEEN the Hon'ble High Court of Judicature at Allahabad through Sri _____, **Registrar General, High Court of Judicature at Allahabad, Allahabad (U.P.)** (hereinafter referred to as "THE BUYER") of the one part and M/s _____ registered and having its registered office at _____, India through its Sri _____ (authorized channel partner of M/s _____, OEM____), (hereinafter referred to as "SELLER" which expression shall include its successors, assigns, legal representations and agents) of the other part.

WHEREAS SELLER is engaged in the business of selling of Laptops and other ancillary and allied equipments and the items related with the Laptop Technology and, their installation and maintenance;

AND WHEREAS SELLER has agreed to sell, supply and install Laptops & other accessories as per technical specification mentioned in Annexure-I and to provide such services at *Allahabad High Court* through SELLER's service center at for a minimum period of one year, and the BUYER has agreed to purchase the items with service support offered by the SELLER at the prices and rates mentioned in **Annexure-I** of this agreement subject to the terms and conditions contained hereinafter.

NOW, THEREFORE, the parties hereto agree as follows:-

ARTICLE - I: DEFINITIONS

- 1.1 "High Court of Judicature at Allahabad, Allahabad (U.P.)" hereinafter referred to as 'HIGH COURT'.
- 1.2 "Acceptance Test" shall mean the set of tests which will be conducted at the site of delivery (High Court of Judicature at Allahabad) by the team of technical experts nominated by the HIGH COURT in the presence of SELLER to ascertain that the said items are same of which Pre-Dispatch Inspection has been conducted at factory site/warehouse/site/sale point etc. of SELLER and are of the acceptable quality as described in Clauses 7.4 and 7.5 of Article VII;
- 1.3 "AMC" means annual maintenance contract;

- 1.4 "Installation of items" shall mean installation of **Laptops** and other ancillary and allied equipments together with all accessories in Intranet and Internet as mentioned in Annexure-I and as described in Article VIII;
- 1.5 "Cost" means the prices of items given at Annexure-I. Prices of items mentioned at Annexure-I are inclusive of all levies, duties and taxes etc. prevailing at the time of issue of purchase order by the BUYER to the SELLER;
- 1.6 "Date of acceptance" shall mean the date of issue of the certificate by the BUYER to SELLER about the acceptability of **Laptops** and other ancillary and allied equipments purchased alongwith;
- 1.7 "Delivery" shall mean the physical delivery of all laptops with delivery challans at High Court of Judicature at Allahabad.
- 1.8 "Documentation" shall mean current standard visually readable materials on paper and manuals related to operation, usage and maintenance of the items supplied by SELLER;
- 1.9 "Items" shall mean all the items ordered and listed at **Annexure-I**;
- 1.10 "Pre-Dispatch Inspection" shall mean the set of tests at factory site/warehouse/sale point etc. of SELLER, prior to the delivery, by the team of technical experts nominated by the **HIGH COURT** to ascertain that the items are as per the technical specifications and of acceptable quality as described in **Clauses 7.1, 7.2 and 7.3 of Article VII**;
- 1.11 "Site of delivery" shall mean the premises of *Allahabad High Court*.
- 1.12 "Site of installation" shall mean the **Site of delivery**, as defined above;
- 1.13 "Successful Acceptance Test" shall mean acceptance test conducted by the team of technical experts nominated by the **HIGH COURT** to ascertain that the items after delivery at the different site of Installations are as per the technical specifications and of acceptable quality;
- 1.14 "Uptime" of **Laptop & other accessories** shall mean error free time for each of the equipments i.e. **Laptop & other accessories** for 24 hours a day considering 365 days a year when the power and satisfactory environmental conditions (Temperature: minimum 0 degree Celsius maximum 45 degree Celsius, Relative humidity: minimum 5% maximum 95% non condensing) are made available to the items. Any unutilized time, during the period, will also qualify as uptime provided there is no malfunctioning in the **Laptop & other accessories** installed by SELLER. The period **Laptop & other accessories** breakdown and the time, complaint is reported to the SELLER's local service engineer or SELLER's Service Centre either through email/fax/letter/messenger/telephone or collection of complaint from complaint register maintained at High Court of Judicature at Allahabad, by their service engineer, will be

treated as uptime. In case the complaint is logged after working hours then the problem should be rectified on next working day failing which the **Laptop** shall be treated as down. Uptime percentage of item will be computed as follows: -

$$\frac{\text{Uptime in hours in a year}}{\text{Total working hours in a year}} \times 100$$

- 1.15 “**DEED**” means this CONVEYANCE DEED being executed by BUYER and SELLER;
- 1.16 “**Warranty Period**” shall mean warranty period of **one year** from the date of installation of all the items, including on all internal parts of **Laptops** and other ancillary and allied equipments, etc;
- 1.17 “**Purchase Order**” means the purchase order issued by **HIGH COURT** to SELLER regarding purchase of items mentioned in **Annexure-I** to this DEED.

ARTICLE - II INTERPRETATION

Save where the contrary is indicated, any reference in this agreement to :

- (a) words importing the singular shall include the plural and vice versa;
- (b) a person shall be construed as including a reference to its successors, permitted transferees and permitted assignees in accordance with their respective interests;
- (c) a statute or enactment shall be construed as a reference to such statute as it may have been, or may from time to time be, amended or re-enacted;
- (d) a time of day shall be construed as a reference to Indian Standard Time;
- (e) “**HIGH COURT**” shall mean BUYER;
- (f) “Clause” shall means clause of this DEED; and
- (g) “Article” shall mean ARTICLE of this DEED.

ARTICLE - III PRICE

The rates of items shown in **Annexure-I** include the cost of packaging, transportation of the items to the site of delivery & installation, transit insurance and installation at the site. The rates of hardware items are inclusive of all taxes prevailing at the time of issue of the Purchase Order by the BUYER to the SELLER.

ARTICLE - IV TERMS OF PAYMENT

- (i) The payment for the items supplied by SELLER shall be made by the **HIGH COURT** to SELLER as follows:-

- A. **Within 15 days** of the receipt of notification of Letter of Intent (LOI) from the **HIGH COURT**, the SELLER shall furnish the Performance Bank Guarantee of **10%** of the purchase value of the items from State Bank of India or its associate banks or any Nationalized Bank of India or scheduled bank located in India in favour of **Registrar General, High Court of Judicature at Allahabad, Allahabad (U.P.)** in accordance with the Conditions of Contract, in the prescribed format of Performance Bank Guarantee as given in Annexure – III of this deed. Performance Bank Guarantee shall be valid for a period **not less than 18** months, commencing from the date of warranty period as well as **6 months** thereafter, and on receipt of original bills in triplicate complete in all respects.
- B. Payment shall be released only after complete delivery and satisfactory working of all Laptops and other accessories as per specifications mentioned in **Annexure-I**.
- C. **90% amount of the total order value will be paid to the bidder within one month of physical delivery against all the ordered items at High Court of Judicature at Allahabad, after their physical inspection (Pre Dispatch Inspection) at factory site/warehouse/sale point etc. of SELLER with submission of all the delivery challans and furnishing of a performance bank guarantee of 10% amount of total order value in favour of Registrar General, High Court of Judicature at Allahabad, Allahabad in the prescribed format only from State Bank of India or its associate banks or any Nationalized Bank of India or scheduled bank located in India and valid for six month beyond the full warranty period of one year from the date of successful acceptance of all the supplied items.**
- D. **Remaining 10% amount of the total order value will be released to the SELLER within one month after satisfactory installation, successful acceptance test and satisfactory working of all the supplied items (Laptops & other accessories) at High Court of Judicature at Allahabad.**
- E. **In case installation and successful acceptance test of the items is not completed within 12 weeks from the date of purchase order, HIGH COURT reserves the right to invoke the Bank Guarantee.**
- (ii) Payment shall be deemed to have been made as and when cheque is issued by the **HIGH COURT** to SELLER.
- (iii) In case excise duty is reduced or increased subsequently by the Government of India at the time of delivery of the items to **HIGH COURT** then the same will be adjusted by SELLER.
- (iv) In case Trade Tax is reduced or increased subsequently by the Uttar Pradesh Government

at the time of delivery of the items to **HIGH COURT** then the same will be adjusted by SELLER.

- (v) The Bank guarantee furnished by SELLER to **HIGH COURT** shall not be invoked, if SELLER supplies & installed the items satisfactorily within stipulated period and provides maintenance services to the satisfaction of the BUYER during warranty period of the items, provided that if the uptime of the Laptop & other accessories is not maintained above ninety five percent consecutively for the **three months** during warranty period, then BUYER has the right to invoke the Bank guarantee and the proceeds thereof shall be forfeited by BUYER.

ARTICLE - V TITLE, RISK AND INSURANCE

- 5.1 Title of ownership of the items shall pass onto BUYER from the date and time of physical delivery of the items at High Court of Judicature at Allahabad. All risks of losses and/or damages shall be borne by SELLER till the title passes to the **HIGH COURT**.
- 5.2 SELLER shall be responsible for installation of all the items at the **Site of delivery**. All the risks of losses and/or damages shall be borne by SELLER during supply and installation and of all the items.
- 5.3 If anyhow the items installed are found defective during the acceptance tests to the extent to be replaced by new ones, then SELLER shall replace the same by new ones **within 2 week** and will inform the BUYER for conducting the acceptance test on new items. Any expenditure incurred by SELLER in replacement of the defective items shall be borne by SELLER.

ARTICLE – VI PACKING

- (iv) SELLER shall provide such packing of the items as is required to prevent their damage or deterioration during transit to their final destination as indicated in this DEED or in the Purchase Order. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, humidity, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the items' final destination and the absence of heavy handling facilities at all points in transit.
- (v) The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in this DEED.

ARTICLE – VII INSPECTIONS AND TESTS

- 7.1 Pre-Dispatch Inspection of the items shall be carried out by the technical experts nominated by the BUYER for the purchase **at factory site/warehouse/site/sale point etc.** of SELLER to

check whether the items are in conformity with the technical specifications as in **Annexure-I** to this deed and are in working conditions and all the ordered items are complete prior to dispatch of the items by the SELLER to **HIGH COURT**. Complete hardware and software as specified in **Annexure-I** to this deed should be supplied and installed properly by SELLER.

- 7.2. For conducting the inspection and tests, all reasonable facilities and assistance, including access to drawings and production data shall be furnished by the SELLER at no charge to the inspectors of the BUYER. SELLER shall intimate to the **HIGH COURT** for the purchase indicating that the **Laptops** and other ancillary and allied equipments are ready for inspection **at factory site/warehouse/site/sale point etc. of SELLER** and the BUYER can depute its team of technical experts for inspection. After receipt of such intimation from SELLER, the BUYER shall depute its team of technical experts for Pre-Dispatch Inspection and test. After the Pre-Dispatch Inspection is successfully conducted, the items which are inspected by the BUYER shall be packed and sealed by SELLER and the team of technical experts of the BUYER will put a unique number, their seal and signature on each of the packet. **The SELLER will also provide a detailed list indicating the Machine/Serial no., MAC etc. of individual Laptop & other accessories duly signed by the SELLER.** SELLER shall deliver and install these sealed items at High Court of Judicature at Allahabad.
- 7.3. If any inspected or tested items as mentioned in **Annexure-I** fail to conform to the specifications, the BUYER may reject the items and SELLER shall either replace the rejected items or make alterations necessary to meet specification requirements free of cost to the satisfaction of the BUYER. In any case, the items which do not pass in Pre-Dispatch Inspection will not be accepted by **HIGH COURT** and neither it shall be packed by SELLER for delivery.
- 7.4. Acceptance Test of items meant for **HIGH COURT** will be conducted by the team of technical experts nominated by the **HIGH COURT** after the laptops are delivered. The acceptance will involve to ensure that all the laptops are as per technical specifications as mentioned in **Annexure-I** to this deed running the latest diagnostic tools on the machines and trouble-free operation of all the items during acceptance testing period and all the items are in complete numbers as mentioned in **Annexure-I**. If any item or its sub-part is not ensured by running the diagnostic tool, then it is verified physically opening the box of the machine by the BUYER. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of **Laptops and other accessories**, etc. During acceptance tests, the items having the same or higher technical specifications as given in **Annexure-I** shall only be accepted by the BUYER. SELLER shall maintain necessary log in respect of the result of the tests to establish to the entire satisfaction

of the BUYER for successful completion of the tests. An average uptake efficiency of 98% for the **Laptops and other accessories** for the duration of test period shall be considered as satisfactory.

- 7.5. In the event of the Hardware and Software failing to pass the acceptance test carried out at site of installation, SELLER shall rectify the defects and clear the acceptance test of the rectified items within one week, failing which the BUYER reserves the rights to get the equipment's replaced by SELLER at no extra cost to BUYER.
- 7.6. Successful conduction and the conclusion of the acceptance test for the installed items and equipment shall also be the sole responsibility and at the cost of SELLER.
- 7.7. The **HIGH COURT's** rights to inspect, test and, where necessary, reject the items after its delivery & installation shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by the **HIGH COURT** or by the team of technical experts nominated by the **HIGH COURT**.
- 7.8. That if the SELLER intimates the **HIGH COURT** to depute technical experts for the Pre-Dispatch Inspections and if it is found that the ITEMS are not ready for testing and deploying and that the Pre-Dispatch Inspection gets **delayed for a period more than the said stipulated period of** Inspection, then, **HIGH COURT** reserves the right to cancel the whole Purchase Order or a part thereof and invoke the Bank guarantee without giving notice to the SELLER. The **HIGH COURT** shall have no responsibility whatsoever for any damages sustained by SELLER due to cancellation of the Purchase Order. In such case the earnest money deposited by the SELLER shall also be forfeited.
- 7.9. That during Pre-Dispatch Inspection if it is found at any stage that the Items do not conform to minimum required specification as mentioned in **Annexure-I** of the this deed and the SELLER is not able to replace the defective items with the items of required specification as mentioned in **Annexure-I** of this deed, within the stipulated period, then, **HIGH COURT** reserves the right to cancel the whole Purchase Order or a part thereof and invoke the bank guarantee without giving notice to the SELLER. The **HIGH COURT** shall have no responsibility whatsoever for any damages sustained by SELLER due to cancellation of the Purchase Order. In such case the earnest money deposited by the SELLER shall also be forfeited.
- 7.10. That during Acceptance Test if it is found at any stage that the ITEMS do not conform to minimum required specification as mentioned in **Annexure-I** of the this deed and the SELLER is not able to replace the defective items with the items of required specification as mentioned in **Annexure-I** of this deed or with items of higher technical specification as compared to the items mentioned in **Annexure-I** of this deed, within the stipulated period, then, **HIGH COURT** reserves the right to cancel the whole Purchase Order or a part thereof and invoke the bank

guarantee without giving notice to the SELLER. The **HIGH COURT** shall have no responsibility whatsoever for any damages sustained by SELLER due to cancellation of the Purchase Order. In such case the earnest money deposited by the SELLER shall also be forfeited.

- 7.11. The vendor will make all the arrangements for lodging, fooding and local transportation etc. of the team of Officers sent by HIGH COURT for Pre-Dispatch Inspection of the items at the SUPPLIER's cost.**

ARTICLE - VIII DELIVERY AND INSTALLATION

- 8.1 The delivery of all the items ordered shall be accepted at High Court of Judicature at Allahabad. SELLER shall arrange to transport the items at High Court of Judicature at Allahabad at the risk and cost of SELLER.
- 8.2 The delivery, installation and successful acceptance test of all the items shall be completed by SELLER to the satisfaction of BUYER within six weeks after the Pre-Dispatch Inspection is completed. Pre-Dispatch Inspection will be conducted within six weeks from the date of placement of Purchase Order.**
- 8.3 SELLER shall carry out unpacking of the items on the sites of delivery and installation in the presence of team of technical experts nominated by the HIGH COURT for the purpose and display that the seal and signatures put at time of packing of items after Pre-Dispatch Inspection are intact.
- 8.4 SELLER shall inspect the items brought for delivery, before delivery is made, for assessing the damage in transit, if any, and make necessary insurance claims. The BUYER shall provide necessary assistance, letters and certificates when required.
- 8.5 SELLER shall not deliver and the BUYER shall not accept the defective items, if any, and SELLER shall be legally bound to replace the defective items with new ones at the cost of SELLER within **two weeks from the date of notice**. Any expenditure incurred by the BUYER on this account shall also have to be reimbursed by the SELLER.
- 8.6 After successful acceptance tests of all the items by the technical experts nominated by HIGH COURT, a certificate shall be issued by the HIGH COURT to SELLER and after issue of this certificate, the items shall be deemed as accepted.
- 8.7 The SELLER shall deliver and Install the items (Laptops & other accessories) within 12 weeks of the date of requisition issued by the HIGH COURT and in case of failure to deliver the items in time the HIGH COURT shall be entitled either to revoke the entire agreement or to accept late delivery alongwith such compensation as determined by the HIGH COURT. In case of revocation of agreement, the HIGH COURT shall also be entitled to claim damages from the SELLER as determined by the**

Arbitrator.

8.7.1 Upon delivery of the Goods, the supplier shall notify HIGH COURT the full details of the shipment including purchase order number, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the HIGH COURT:-

- (a) 3 copies of the supplier's invoice showing goods description, quantity, unit price, total amount;
- (b) Delivery challans of all laptops.

ARTICLE -I X WARRANTY

- (i) SELLER warrants that each item supplied under this contract to **HIGH COURT** shall be free from any defect in material and/or workmanship.
- (ii) The warranty period of all the items shall be **one year** from the date of their installation. Plastic parts, batteries, interface cables and networking cables will be included in warranty maintenance.
- (iii) During the warranty period SELLER shall be bound to replace or repair free of charge any or all laptops, as the case may be, which will be reported by **HIGH COURT** to SELLER as defective or has been determined by SELLER to be defective in material and/or in workmanship. The defective parts that are replaced shall become the property of the SELLER.
- (iv) Consumable items such as floppy diskettes, CD-ROMS, CD-RW and stationery are excluded from warranty maintenance.
- (v) The SELLER guarantees minimum uptime of 95% for the **Laptop & other accessories** supplied by SELLER during the warranty period of **one year**. If any items are not working, then SELLER shall remove the defects and get the items set right and make the same functional on next working day the fault is communicated (in case the defect is communicated after working to the local or nearest Service Centre either telephonically or through a letter and/or messenger or the Service Engineer has collected the complaint from the complaint register to be maintained at **HIGH COURT** failing which the SELLER shall have to pay the compensation for damages to the BUYER as per Article-XI.
- (vi) SELLER will maintain appropriate spare parts inventory in their service centre networks during warranty period and the period of AMC thereafter, if **HIGH COURT** opts for AMC, to avoid any delay in maintaining the items.
- (vii) **On completion of the warranty period of one year HIGH COURT will either enter into Annual Maintenance Contract with the SELLER for post warranty maintenance of the items as mentioned in Annexure-I or a part of it or maintain them in-house. In case**

HIGH COURT opts to maintain the items in-house, the **SELLER** shall make available all necessary spares (same or equivalent spares) on reasonable rates without affecting the compatibility or performance of any part(s) of the system, for a period of at least four years after completion of the warranty period of one year. This shall be binding on the **SELLER** under the terms and conditions of this DEED.

ARTICLE – X COMPENSATION FOR DAMAGES

- 11.1 Computation of compensation for damage shall be based on working hours. The time when items are not used due to any reason except the fault in items shall be treated as uptime. If any of the accessories attached with any equipment is down, the complete equipment shall be treated as down.
- 11.2 According to this agreement **SELLER** shall be duty bound to give 100% uptime on all the items. However, the **BUYER** considering several unavoidable circumstances will overlook 5% downtime on **Laptop & other accessories**. But in case 95% uptime for **Laptop & other accessories** installed is not maintained in any year by **SELLER**, then compensation for damages for not maintaining the required uptime shall have to be borne by the **SELLER**.
- 11.3 If uptime is equal to or more than 95% in a year for **Laptop & other accessories**, then no compensation shall be charged for downtime in that year. If the downtime exceeds 5% for **Laptop & other accessories** of the total time available in a year, then total downtime for **Laptop & other accessories** (i.e. the time by which the uptime was less than 100%) in any year considering 8 hours per working day will be considered for calculating the compensation for damages. If average down time in days of the **Laptop & other accessories** exceeds 15 days in a year, then the compensation @ Rs.200/- per day per Laptop shall be charged from the **SELLER**. In case of local Service Center, the complaints must be attended on next business day of the receipt of communication by the **HIGH COURT** or the **Judicial Officer to whom the Laptop has been provided or any authorized representative of the BUYER**. If the complaint is not attended within next business day, then the compensation @ Rs.200/- per day per Laptop shall be charged from the **SELLER** and warranty shall be extended by equal number of days.
- 11.4 if average downtime days of **Laptop & other accessories** in a year is less than or equal to 15 days, the period covered by the warranty shall be extended for an equal number of working days for all the Laptop & other accessories accordingly.
- 11.5 If average downtime days of **Laptop & other accessories** in a year is less than or equal to 15 days, the period covered by the AMC shall be extended for an equal number of working days for the Laptop & other accessories accordingly without paying any amount to **SELLER**

for above said extended days.

11.6 The amount of compensation so calculated as per clause 11.3 shall be payable to SELLER on completion of every year of installation of the Laptop during the Warranty Period. In case the computation of compensation for damages is delayed at the BUYER's end for any reasons, or this agreement is terminated, then the compensation for the damages shall have to be paid by SELLER within one month from the date of receipt of bills from the BUYER for the same. If any amount is payable to SELLER under this contract or SELLER refuses to pay the compensation for damages, then the same may be recovered by invoking the bank guarantee submitted by SELLER in favour of BUYER and the proceeds thereof shall be forfeited by **HIGH COURT**. In case, there is no bank guarantee or the compensation amount is more than the amount of bank guarantee, the compensation amount or the rest of the compensation amount, as the case may be, shall be recovered from SELLER as an arrears of land revenue.

ARTICLE - XI OPERATIONAL SERVICES

- 12.1 The SELLER shall maintain a Service Centre with telephone facility and sufficient spare parts to record the complaint and provide all maintenance support services on **Site of Installation (High Court of Judicature at Allahabad)**. Service Engineer will be required to make regular visits to the **Site of Installation** to ensure the smooth functioning of the Laptop & other accessories and record his presence in the register kept with Computer Centre of the Hon'ble Allahabad High court.
- 12.2 Service Engineer of the SELLER and nearest Service Centers of SELLER will be responsible for providing maintenance services of all the items on behalf of SELLER.
- 12.3 SELLER shall be solely responsible for the safety protection and security of its service engineer visiting the **Site of Installation**. Accordingly, SELLER shall comply faithfully with all pertinent laws, regulations and ordinances and shall, at his own expense, take all requisite protection measures to eliminate the occurrences of accidents, loss or damage of any kind to its personnel during the performance of his/her duties under this contract. SELLER will pay all indemnities arising from accidents or loss of life due to SELLER's negligence and will not hold BUYER responsible or obligated. SELLER will treat as confidential all data and information about **HIGH COURT**, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the BUYER.
- 12.4 Service Engineer will fill a logbook with date and signature, at the **Site of Installation**, the format of which is given at **Annexure-II**. It will be duly counter signed by authorized person of

HIGH COURT where Laptop & other accessories are installed. These records in the logbook shall be used for calculation of monthly uptime of individual items.

12.5 **HIGH COURT** shall arrange for full access to the items supplied and installed by SELLER to enable the Service Engineer to provide maintenance services.

ARTICLE - XII MAINTENANCE

13.1 SELLER shall provide free maintenance services of the items supplied by the SELLER from the date of acceptance, during the warranty period of **one year** on all working days on **Site of Installation**.

13.2 If **HIGH COURT** opts for annual maintenance contract with SELLER, then SELLER shall be responsible for maintenance of complete items supplied by SELLER. SELLER shall also guarantee minimum 95% uptime for **Laptop & other accessories** during maintenance period. If the uptime is below 95% for **Laptop & other accessories**, then the SELLER shall have to pay the compensation as per provisions of Article XI of this contract.

13.3 **The AMC charges including all spare parts will be as per mutually agreed terms for the next 2 years after expiry of warranty period of one year.**

13.4 SELLER shall provide corrective maintenance service on urgent basis to complaints on holidays and beyond office hours, if necessary. The name, address and telephone number of the person to be contacted for registering the complaint on Sundays, Second Saturdays, holidays and after working hours of **the Site of Installation**.

13.5 Whether a defective item or component is to be repaired or replaced shall be at the discretion of the SELLER to the satisfaction of BUYER.

13.6 Any item or component damaged due to natural disaster (Force majeure conditions) shall be excluded from this contract. The cost of repair or replacement of parts due to these reasons shall be borne by **HIGH COURT**.

13.7 Maintenance shall not include floppy diskettes, CDROMs and CD-RWs.

13.8 Any items which have been altered or repaired by any person other than SELLER's authorized service personnel shall not be covered by this contract and SELLER shall in no case be liable thereof.

ARTICLE - XIII DOCUMENTATION

14.1 One hard copy of complete documentation with each set of the software will be supplied free of cost by the SELLER to **HIGH COURT**. The software copies including the media and documentation to be supplied by the SELLER to **Judicial Officers, as per the list**

provided by BUYER, shall be authorized copies. The SELLER shall give a certificate to this effect to **HIGH COURT**. Any subsequent update in the software supplied will be provided by SELLER to **HIGH COURT** free of cost. Only the legal softwares on CD's along with their original document/manuals shall be accepted by **HIGH COURT**.

14.2 Unless and otherwise agreed, the items as mentioned in **Annexure-I** shall not be considered to be completed for the purpose of taking over until all the manuals and drawings required have been supplied to the BUYER.

ARTICLE - XIV PATENT RIGHTS

15. SELLER shall indemnify **HIGH COURT** against all third-party claims of infringement of patent, trademark or industrial design rights or intellectual property rights or copy rights arising from use of the items or any part thereof in India or abroad at any international destination.

ARTICLE - XV LIMITATIONS OF LIABILITIES

16.1 Except the conditions of warranties expressed in this DEED if anything comes out neither written nor expressed or not implied therein, but it is outcome of this contract, **HIGH COURT** and SELLER or their authorized representative will sit together and decide the matter amicably and reasonably and the decision so taken shall be signed by both the parties and that shall be treated as part of this contract and that will be called supplementary of this DEED and that will be binding on both the parties. If no agreement is reached, then the matter shall be referred to Arbitrator.

16.2 The **HIGH COURT** shall not be liable for any repair or replacement necessitated by fault of the SELLER or its representative.

ARTICLE - XVI ENTIRE AGREEMENT

17.1 The contract between the parties shall consist of this contract and Annexures attached hereto.

17.2 If anything which is not in this contract but unavoidably needed to be done in course of working of the items supplied by SELLER then the BUYER and SELLER or their authorized agents and/or authorized representative will sit together and decide the matter amicably and reasonably for the better functioning and working of the items and decision so taken shall be signed by both the parties and shall be treated as part of this contract and be called supplementary of this DEED which will also be binding on both the parties.

ARTICLE - XVII FORCE MAJEURE

18. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this contract resulting directly or indirectly from the causes beyond the reasonable control of such party. Such causes include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulation superimposed after the contract is signed, fire, earthquake or other disasters.

ARTICLE - XVIII ARBITRATION

19.1 Dispute, differences or ambiguities, if any, arising between the parties regarding any term or terms, condition or conditions whether covered under this contract or otherwise and clause or clauses of this contract, shall be decided through arbitration and the aggrieved party shall present its arbitration petition to the single arbitrator nominated by **Hon'ble the Chief Justice, High Court of Judicature at Allahabad, Allahabad**. The award given by the arbitrator shall be final subject to the provisions of Arbitration and Conciliation Act 1996.

19.2 During the arbitration period, except the Clause or Clauses under dispute and/ or ambiguous and referred to the arbitration, rest clauses of the contract shall remain enforceable among the parties.

ARTICLE - XIX LIQUIDATED DAMAGES

20. In the event of failure of SELLER to supply, installation and acceptance of all the laptops in the stipulated period as given in Article VIII, the **HIGH COURT** reserves the right to recover from the SELLER as liquidated damages for the period after the said delivery schedules as follows: -

- (a) 0.5% of the Purchase Order value per week of delay in delivery, subject to a maximum of 5% of Purchase Order value.
- (b) 0.5% of the Purchase Order value per week of delay attributable to SELLER in installation and acceptance of all the items ordered subject to a maximum of 5% of Purchase Order value.
- (c) **HIGH COURT** reserves the right to cancel the Purchase Order, if the delivery gets delayed by more than four weeks. The **HIGH COURT** shall have no responsibility whatsoever for any damages sustained by SELLER due to cancellation of the Purchase Order. In such case the earnest money deposited by the SELLER shall be forfeited.

ARTICLE -XX NOTICES

21.1 All notices under this contract shall be given in writing and shall be served by sending the same by registered post with acknowledgment due addressed to the following: -

In the case of SELLER: -

In case of the BUYER: -

**Registrar General,
High Court of Judicature at Allahabad,
Allahabad (U.P.).**

and in providing services of such notices, it shall be sufficient to show that the same has been properly addressed and posted. Purchase Order will be placed to the factory office of SELLER at (-----name of the party-----) and a copy of the same will be sent by the BUYER to its local office.

(iv) If either of the parties intends to change its present postal address, it will give a written notice of intimation by registered post to the other party at least one month before, indicating therein the date upto which the letters to be sent to the present address and from which date the letters to be sent to the newly changed address.

ARTICLE - XXI VALIDITY PERIOD

22. This contract shall be effective from the date of placement of the Purchase Order and shall continue to be in force for a period of **twelve months** from the date of acceptance of the items or upto such time as the warranty extends under this contract, whichever is later.

ARTICLE - XXII LOCAL JURISDICTION OF CIVIL COURTS

23. The parties agree that only the Civil Court at Allahabad shall have jurisdiction if there is any occasion to invoke jurisdiction in respect of any matter under or arising out of this contract.

IN WITNESS WHEREOF the parties hereto have signed this DEED on the date first above written.

For and on behalf of the SELLER

For and on behalf of High Court

**Registrar General,
High Court of Judicature at Allahabad,
Allahabad (U.P.).**

(1) Witness

(1) Witness

**High Court of Judicature at Allahabad,
Allahabad (U.P.).**

(2) Witness

(2) Witness

**High Court of Judicature at Allahabad,
Allahabad (U.P.).**

ANNEXURE-I

Part A: As per **section III - Schedule of Requirement** of the tender document CC-3/2014

Part B: As per **section VI: Financial Bid** of the tender document CC-3/2014

Date:
Place:

Seal & Signature of the Bidder
Name:
Designation

ANNEXURE-II
(Format for complaints register)

ADDRESS OF INSTALLATION LOCATION:

NAME AND ADDRESS OF SERVICE CENTRE OF THE FIRM/COMPANY

Sl. No.	Failure Date/Time	Complaint Date/Time	Booking Complaint No.	Desc. of defective items along with serial nos.	Attended Date/Time	Repaired Date/Time	Downtime in days	Engineer Name & Signature	Signature of officer/staff of the Court	Remarks

Appendix – II

PERFORMANCE BANK GUARANTEE

(To be executed on non-judicial Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper should be in the name of the Bank Issuing the Guarantee.)

BANK GUARANTEE NO. :

DATED :

Dear Sirs,

(i) THIS DEED OF GUARANTEE made on this day of 2014 between **High Court of Judicature at Allahabad** (hereinafter called the "**HIGH COURT**" which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the one part and the (hereinafter called the "**Bank**" which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

(ii) Whereas a Conveyance Deed dated has been executed between **HIGH COURT** and (OEM/Authorised Channel Partner of M/s) having its administrative office at (hereinafter referred to as "**Supplier**") towards supply, and installation of as mentioned in Annexure-I of Conveyance Deed dated and providing service support as per Terms and Conditions of the Conveyance Deed during the warranty period of one year.

(iii) AND WHEREAS as per point 4.1.E of Article IV of Conveyance Deed, supplier shall furnish a Performance Bank Guarantee of of the total P.O. Value i.e. Rs. (Rs. only) valid for the period of six months beyond warranty period of one year as and by way of security for satisfactory working of the as mentioned in Annexure-I of Conveyance Deed dated and providing service support as per Terms in Conditions of the Conveyance Deed during the warranty period of one year.

(iv) AND WHEREAS at the request of the supplier, the Bank executes these presents. THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

The Bank hereby guarantees to the **HIGH COURT** that the equipment / service contracted are capable of performing the work as demanded by the **HIGH COURT**. In the event of equipment / service failing to perform to the satisfaction of the **HIGH COURT**, which shall be final and conclusive of the factum of non-performance, the Bank shall indemnify and keep the **HIGH COURT** indemnified to the extent of of P.O. Value i.e. Rs. (Rs.) valid for the period of Six months beyond the warranty period of one year against any loss or damage that may be caused to or suffered by the **HIGH COURT** consequent to non-performance of the contracted equipment / services to be supplied by the supplier.

In consideration of the aforesaid premise and at the request of the supplier, we the Bank hereby irrevocably and unconditionally guarantee that the supplier shall perform in an orderly manner their contractual obligations in accordance with the terms and conditions set forth in the Conveyance Deed dated and in the event of the supplier's failure to do so, the Bank unconditionally pay to the **HIGH COURT** on demand, any amount up to the value mentioned in Clause (iii) above without any reference to the supplier and without questioning the

claim.

The guarantee herein shall remain in full force for a period of Six months beyond the warranty period of one year from the date of certification by the **HIGH COURT** of successful installation and acceptance of the equipment/ service contracted. Date of start of warranty period will be notified by HIGH COURT to the Bank.

The decision of the **HIGH COURT** regarding the liability of the Bank under the guarantee and the amount payable thereunder shall be final and conclusive and binding on us without question. The Bank shall pay forthwith the amount demanded by the HIGH COURT not withstanding any dispute, if any, between the HIGH COURT and the supplier.

The Bank further agrees that the guarantee herein shall remain in full force during the pendency of aforesaid period mentioned in Clause (iii) above and also any extension of the guarantee which has been provided by the Bank for this purpose beyond the aforesaid period provided, further, that if any claim accrues against the Bank by virtue of this guarantee, should be lodged with us within a period of 60 days from the date of expiry of the guarantee period.

(v) This Guarantee shall not be affected by any change in constitution of the supplier, **HIGH COURT** nor shall it be affected by any change in constitution or by any amalgamation or absorption or reconstruction thereof otherwise, but will ensure for and be available to and endorsable by the absorbing amalgamated company or concern.

(vi) The HIGH COURT has the fullest liberty without affecting the guarantee to postpone at any time or from time any of the powers exercisable by it against the supplier, either to enforce or forbear the clause governing guarantee in the terms and conditions of the said contract and Bank shall not be released from its liabilities under the guarantee by any matter referred to or by reason of time being given to the supplier or any other forbearance, act or omission on the part of the HIGH COURT or any material or things whatsoever which under the law relating to sureties shall but for the provisions hereof have the effect of so releasing the Bank from its liabilities.

We further agree that the HIGH COURT shall have the fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the said contract or to extend the time of delivery from time to time.

(vii) The Bank undertakes not to revoke this guarantee during its currency except with the previous consent in writing of the HIGH COURT.

(viii) We further agree that in order to give full effect to the guarantee herein contained HIGH COURT shall be entitled to act as if we were its principal debtors in respect of its claim against the Supplier hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above provision of this Guarantee.

Notwithstanding anything herein before, liability of the Bank under this guarantee is restricted to Rs. (Rs. only) and it will remain in force up to the period specified in Clause (iii) unless a suit to enforce any claim under the Guarantee is filed against the Bank before the period specified in Clause (iv) All your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

COUNTERSIGNED

Signature	:	Signature	:
Name	:	Name	:
Designation	:	Designation	:
Organization	:	Organization	:

Tripartite Supplementary Conveyance Deed

This Supplementary Conveyance Deed is made and executed on _____ 2014 between

1. High Court of Judicature at Allahabad, Allahabad (U.P.) 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
3. 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, acceptance 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 High Court of Judicature at Allahabad (U.P.).

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 **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.				1 year 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 in the different Districts and outlying courts of Uttar Pradesh 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___) _____ ----- _____ 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___) Date: Place:	(Sri _____) Authorised Signatory (___Bidder___) Date: Place:	_____ (Sri _____) Registrar General High Court of Judicature at Allahabad, Allahabad (U.P.). Date: Place:
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