

High Court of Judicature at Allahabad

TENDER DOCUMENT

Sealed tenders are invited from reputed Original computer hardware manufacturers/their authorized dealers only for the supply, installation and commissioning of Uninterrupted Power Supply (UPS) systems for mission critical real-time application at Allahabad High Court as mentioned in Part-2 of Technical Bid. Selected vendor will be required to supply, install, configure UPS systems as per the requirement of Allahabad High Court.

This tender document consists of five parts :-

Part-1: "TERMS & CONDITIONS".

Part-2: "TECHNICAL BID".

Part-3: "FINANCIAL BID".

Part-4: "FORMAT OF CONVEYANCE DEED"

Part-5: "FORMAT OF PERFORMANCE BANK GUARANTEE"

Bidders are required to submit first three parts of the tender document as mentioned above in three separate sealed envelopes. Envelops containing and super scribed "Terms & Conditions", "Technical Bid" and "Financial Bid" separately on the prescribed Tender Document by downloading from the web site <http://www.allahabadhighcourt.in> complete in all respect should reach office of System Manager, High Court, Allahabad **on or before August 7, 2014 upto 2:30 p.m.**

Earnest Money Deposit of Rs. 50,000/- (Rs. Fifty Thousand only) should be enclosed alongwith the "Terms & Conditions" in the form of account payee Bank Draft payable on any branch of **nationalized bank at Allahabad** in favour of Registrar General, High Court, Allahabad in a separate sealed envelop. The sealed envelops of the bidders containing "Terms & Conditions" and "Technical Bids" shall be opened on **August 7, 2014 4:30 p.m.** The technical and financial bids of those bidders who do not accept, sign and stamp all the terms & conditions of the bid, shall not be opened. The technical bids of only those bidders who have accepted all the terms & conditions of the bid, signed and stamped on the terms & conditions, shall be opened thereafter on the same day. If bids opening day is a government holiday, then the technical bids shall be opened on next working day at the same time. Two representative of each vendor may participate at the time of opening the technical bids. Financial bids shall be opened on **August 8, 2014 4:30 p.m**

PART - 1 TERMS & CONDITIONS

Section – I

FOR SUPPLY, INSTALLATION AND COMMISSIONING OF UPS's FOR HIGH COURT, ALLAHABAD

1. The Bids are invited from reputed Original Equipment Manufacturers (OEM) or their authorized dealers.
2. The Bids submitted by the vendors should be valid for a minimum period of 90 days from the date of opening of tender and the prices should be valid for a minimum period of 45 days from the date of issue of the purchase order or execution of purchase agreement.
3. The Earnest Money Deposit (EMD) of Rs. 50,000.00 (Rupees Fifty Thousand only) should be enclosed alongwith the "Terms & Conditions" duly signed and stamped in the form of Account payee Bank Draft payable on any branch of nationalized bank at Allahabad in favour of Registrar General, High Court, Allahabad valid for three months in a separate sealed envelope.
4. The tender document is available on the web site <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 are also required to submit tender document fee of Rs. 1000=00 (Rs. One thousand only) in the form of account payee Bank Draft payable in favor of "Registrar General, High Court, Allahabad" in addition to E.M.D. in the envelop containing terms and conditions of the bids. This tender document fee of Rs. 1000=00 will be non-refundable to the bidders. Tender submitted without enclosing tender document fee shall not be accepted.
5. The three sealed envelopes containing "Terms & Conditions", "Technical Bid" and "Financial Bid" separately on prescribed tender document downloaded from the web site <http://www.allahabadhighcourt.in> complete in all respect should reach office of System Manager, High Court, Allahabad (*herein after referred as HIGH COURT*) on or before **August 7, 2014 2:30 p.m.** failing which tender will not be accepted.
6. The sealed envelops of the bidders containing "Terms & Conditions" shall be opened on **August 7, 2014 4:30 p.m.** first. The technical and financial bids of those bidders who do not accept, sign and stamp all the terms & conditions of the bid, shall not be opened. The technical bids of only those bidders who accept, sign and stamp on all the "Terms & Conditions" of the bids shall be opened thereafter on the same day. If bids opening day is a government holiday, then the technical bids shall be accepted and opened on next working day at the same time. Two representative of each vendor may participate at the time of opening the technical bids.
7. Technical evaluation of the bids shall be done on the following parameters: -

Technical specifications of the UPS and the leaflets/supporting document enclosed to confirm them.

Company's turnover in last three years.

Company's installation base and After Sales Service support at Allahabad.

For uniform comparative analysis, MNC & Indigenous brands can be compared separately.

8. Weightage may be given to the bidders offering additional bundled softwares or additional/optional parts/modules which increase the productivity or features of the UPS, if all other parameters of technical evaluation are equal.
9. The bidder will not quote other UPS hardware and software other than specified in specifications.
10. Pre-Dispatch Inspection of all the ordered items (hardware/software) shall be carried out by a team of technical experts at the office/factory of the vendor wherever situated in India prior to delivery of the items at respective sites. Acceptance will be conducted by team of technical experts sent by HIGH COURT in presence of the vendor 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 UPS hardware and softwares shall be provided by the vendor to the team of technical experts sent by HIGH COURT alongwith the physical inspection and testing schedule prior to inviting HIGH COURT for inspection and testing of the items at the vendor's office/factory. 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 vendor 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 sent by HIGH COURT shall be packed by the vendor and the representatives of HIGH COURT will put a unique number, their seal and signature on each of the packet. The vendor will deliver the sealed packets to the respective sites after pre dispatch inspection. The vendor will make all the arrangements for lodging, fooding & local transportation etc. of the team members (team of technical experts sent by HIGH COURT) during Pre-Dispatch Inspection of the items at the vendor's cost.

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

11. The delivery of UPS and other related items to be ordered shall be made by the vendor within **3 weeks** from the date of issue of the purchase order by HIGH COURT to the vendor. All the deliveries should be on CIF basis. If any loss or damage occurs in transit then it will be the responsibility of the supplier to make good the loss, within the time stipulated in the tender/purchase order for installation. The vendor may take necessary action to claim the insurance money, for the item(s) lost/damaged during transit, from insurance Company at his own level.
12. 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.
13. The vendor will provide operational manuals, OEM documents for peripherals, set of diagnostics to test all the sub-systems etc. along with the systems. All the softwares should be supplied along with the media, manuals and requisite licenses.
14. The installation of all the items in the High Court, Allahabad will have to be completed satisfactorily within **four weeks** from the date of issue of the purchase order by HIGH COURT to the vendor failing which the Purchase Order may be cancelled.
15. 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 vendor to HIGH COURT as follows: -
 - 0.5% of the total order value per week of delay in delivery of computers, other items & softwares subject to maximum of 5.0% of total order value.
 - 0.5% of the total order value per week of delay attributable to vendor in installation of all the items subject to a maximum of 5.0% of total order value.
16. HIGH COURT reserves the right to cancel the total/part purchase order, if the delivery gets delayed more than **1 week** from the stipulated period of **3 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. HIGH COURT shall have no responsibility what-so-ever for any damages sustained by the vendor due to cancellation of the purchase order. In such case, the earnest money deposited by the vendor in HIGH COURT shall be forfeited in full.
17. HIGH COURT 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).
18. 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 HIGH COURT reserves the

right to forfeit the earnest money deposited by the vendor in HIGH COURT and the balance payment, if any, due to the supplier for the items supplied against the purchase order shall be forfeited.

19. If site is not ready, then the items will be shifted from the place of delivery to the place of installation and installed within a week's time by the vendor at the site(s) to be identified and informed by user department.
20. The computation of uptime of the computer systems shall be based on working hours. In case, the vendor fails to provide minimum 95% uptime for the computer and other items, the following compensation shall be payable to HIGH COURT by the vendor.

If the average down time of the UPS's evaluated in a year is less than or equal to 15 days, the period covered by the warranty/AMC maintenance shall be extended by number of average down time days.

If average down time days of the UPS's exceeds 15 days in a year, then the compensation @ Rs. 200/- per day per UPS shall be charged from the vendor.

In case of local service station, the complaints must be attended to within 4 working hours of the receipt of communication by the vendor. If the complaint is not attended to within 4 working hours, then the compensation @Rs.200/- per day per computer UPS shall be charged from the vendor and warranty shall be extended by equal number of days.

In case of outstation servicing, the complaint must be attended within 24 hours of the receipt of the communication by vendor. If the complaint is not attended within the stipulated period, the compensation at the rate of Rs. 200/- per day per UPS shall be charged from the vendor and warranty shall be extended by equal number of days.

21. The prices quoted in the financial bid should be inclusive of power cables, interface cables, racks (if any), packing, forwarding, freight, transit insurance and installation charges at sites. Excise duty and trade tax if applicable should be quoted separately at the appropriate columns provided for them in the financial bid.
22. In case, excise duty and/or trade tax/sales tax are reduced or increased subsequently by the Government at the time of placement of the purchase order or delivery, then the same will be adjusted by either party on production of requisite proof.
23. Payment for the items to be supplied by the vendor against the purchase order shall be made by Allahabad High Court as follows: -

90% amount of the total order value will be paid to the vendor within **2 weeks of physical delivery** against all the ordered items to the sites after their

physical inspection at the office/factory of the vendor or physical inspection of all the items at site(s) by the team of technical experts sent by HIGH COURT satisfactorily and providing all the delivery challans duly signed and stamped by authorized representatives of user department. The amount of excise duty shall be paid to the vendor only on production of excisable invoice under central rules at the time of claiming the payment. The amount of trade tax shall be paid to the vendor only after submission of a certificate from concerned assessing authority of trade tax.

Remaining **10%** amount of the total order value will be released to the vendor within **2 weeks** after satisfactory installation, testing and commissioning of all the supplied items at sites and imparting training to the users and furnishing of a performance bank guarantee (in the format as mentioned in Part-5) of 10% amount of total order value in favor of HIGH COURT on the format acceptable to the High Court only from a Nationalized Bank valid for six month beyond the full warranty period of three years from the date of successful commissioning of all the supplied items.

Payment shall be released on receipt of the original bills in triplicate complete in all respect and original delivery challan of all the items. No payment shall be released for part delivery of the hardware, software and other related accessories against the purchase order, except if action is taken vide clause 16.

- 24. Complete hardware including plastic parts and batteries of UPS will carry three years onsite comprehensive warranty** unless and otherwise specifically mentioned in Technical/Financial specification.

Software warranty of 90 days or as given by OEM will be limited to replacement of media from the date of its installation and commissioning. Vendor will provide free updates of the softwares if any provided free to them from OEM.

Warranty period will start from the date of successful installation of all the items at sites.

25. Minimum seven years (including warranty period of three years) spare parts availability should be guaranteed by the vendor.
26. The AMC charges of all quoted items including all spare parts after expiry of warranty period of three years should not be more than 6% of the hardware value per year for the next four years.
27. The successful tenderer shall sign an agreement immediately after the acceptance of the tender. The purchase order shall be issued only after signing of the purchase agreement with the selected manufacturer.
28. Selected vendor will provide necessary training for operation of UPS.
29. If the tender is submitted by a firm other than the UPS manufacturer, then the vendor should furnish documents from their principals as proof of the firm being their authorized dealer.

30. The tender must be submitted on the prescribed tender document issued by the HIGH COURT. Any other technical details required to supplement the information quoted in the prescribed tender document may please be attached separately. The information asked in the tender document should be given at the place provided for it in the tender document. The tenders, in which information is not given at the place provided for it or not in the similar format given in the tender document, may be rejected.
31. On completion of the warranty period of three years HIGH COURT will either enter into annual maintenance contract with the supplier for post warranty maintenance of the UPS or maintain them in-house or with any other vendor. In case user department opts to maintain the UPS in-house, the supplier 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 three years. This shall be binding on the supplier under the terms and conditions of the purchase order to be placed after finalization of the tender process.
32. In case of tenderers whose tenders are not considered for placing the purchase order, the earnest money deposit (EMD) will be refunded normally within one month of taking the purchase decision. In case of selected tenderer, the earnest money deposit will be converted into security money and will be retained till the complete items are supplied and commissioned and the training is completed. If the tenderer is not able to supply the ordered items completely within the specified period, the Security money will be forfeited in full in addition to the penalty.
33. If AMC contract is signed with the Vendor, then vendor will be responsible for maintenance of complete items (including third party items) supplied by the vendor on the same terms and conditions.
34. All the documents required should be submitted along with the technical bid of the tender only.
35. Printed conditions of the vendor submitted with the tender will not be binding on HIGH COURT.
36. The documents containing bids shall be free from cutting and erasures. However, alterations, if any, in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.
37. The tenders submitted by fax/email will not be considered. No further correspondence will be entertained on this matter.
38. HIGH COURT will not be responsible for any delay in obtaining the tender document by the vendor from HIGH COURT or submission of the completed tender document to HIGH COURT.
39. The registration number of the firm alongwith the CST/U.P.T.T. No. allotted by

the sales tax / trade tax authorities and I.T. registration number (P.A.N.) alongwith the place of registration should invariably be given alongwith the technical bid.

- 40. Bidder or his OEM must have supplied same make/brand of UPS mentioned in this tender upto at least 25% of the quantity to Government of U.P. or Govt. of India Department(s)/ Organization(s) in any one of the last three years.**
41. Tender will be rejected, if technical specifications offered by the firm in the technical bid differ from what is quoted in financial bid.
42. The bidder shall submit an affidavit that the bidder's firm has not been black listed from Government of U.P./Government of India. The bids of the black listed bidders shall be outrightly rejected.
43. Within 7 days of the receipt of notification of award i.e. purchase order from the HIGH COURT, the successful Bidder shall furnish the performance security in the form of bank guarantee for an amount of 10% of the value of the equipment 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 in accordance with the Conditions of Conveyance Deed (mentioned in Part-4), in the Performance Security Form provided in the bidding documents or in another form acceptable to the HIGH COURT. At the end of each year for first two years, the performance bank guarantee of 3% amount shall be returned by the HIGH COURT and the bank guarantee of remaining **4% amount shall be returned six months after the completion of Onsite Comprehensive warranty period of three years**. The successful bidder may submit bank guarantee accordingly.
44. Tender not conforming to any or all the above terms and conditions will be rejected.
45. Incomplete tenders are liable to be rejected.
46. HIGH COURT reserves the right to increase/decrease the specified quantities of any item(s) given in the tender.
47. Canvassing in any form in connection with tender is strictly prohibited and will disqualify the vendor.
48. Bids must be submitted for all the items as mentioned in the tender, otherwise it may be rejected. However, HIGH COURT reserves the right to select only one vendor for all items or more than one vendor for different items.
49. Vendors may quote for more than one hardware make/model o UPS's.
50. Selected vendor will be responsible for the installation, maintenance, compatibility and proper performance of equipments/ software provided for the commissioning and proper functioning of U.P.S.'s and other related equipments.

51. HIGH COURT reserves the right to reject any or all the tenders without assigning any reason whatsoever. HIGH COURT would not be under any obligation to give any clarifications to those vendors whose tenders have been rejected.

52. All disputes are subject to Allahabad jurisdiction.

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 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 the conditions from serial no. 1 to 52. This is also certified that I/We/our principal manufacturing firm have 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:

Signature:

Address:

Name:

Designation:

On behalf of:

(Company Seal)

Section – II

SCHEDULE OF REQUIREMENT

TECHNICAL SPECIFICATION

1. Uninterrupted Power Supply - 10 KVA (Quantity – 5 Nos.)

Sl.	Specification	Description
1.	Brands	APC (Schneider Electric), Emerson Network Power, Hitachi Hi-Rel and Numeric (Legrand),
2.	Type and Capacity	Online 10KVA
3.	Back-up	Back-up time of 2 / 3 / 5 hours (all the three backup duration have to supported and quoted) on full resistive load of Actual Output Power Capacity of the UPS.
4.	Rectifier Type	IGBT
5.	Input Voltage Range	160-276 Volts AC Single Phase
6.	Input Frequency Range	45-55 Hz
7.	Minimum Output Capacity	7000 watts or higher
8.	Minimum Output Power Factor	0.7 or higher
9.	Nominal Output Voltage	220/230 Volts Single Phase
10.	Protections	<ul style="list-style-type: none"> • Short Circuit • Surge/Spikes • DC under voltage • Discharge Protection • Overload Protection
11.	Display Type	If the UPS Supports both LCD and LED Panel, then LCD panel for display should be provided.
12.	Display	<ul style="list-style-type: none"> • UPS Status • Battery Status • Overload • Bypass Mode
13.	Alarms	<ul style="list-style-type: none"> • Main Failure • Low Battery
14.	AC Output Sockets	At least 3 output sockets. OEM plugs for all the output sockets should be provided for connecting the output to panel for distribution.
15.	Communication and Management	<ul style="list-style-type: none"> • Intelligent 10/100 Base-T Network Monitoring Card for remote TCP/IP web monitoring supporting remote shutdown and SNMP. Information regarding temperature and humidity should also be available. • UPS should include software providing graceful and unattended shutdown over LAN in the event of Low battery and extended power outage for at least 20 Nos. Linux (Red Hat Enterprise Linux Version 6.0 onwards) and Windows based systems.

16.	Other Features	<ul style="list-style-type: none"> • The UPS should support generators. • UPS should have cold start feature.
17.	Charging	The charging module should be such that it is able to fully charge all batteries attached for getting backup time of at least 5 hours on full resistive load.
18.	Battery Type	Sealed and Maintenance Free.
19.	Battery Make	Panasonic, Exide, Amaron, Luminous, Quanta and OEM
20.	Battery Cabinet	Matching with UPS cabinet.
21.	Warranty	3 years comprehensive on-site warranty including the batteries.

Section – III

General Information

The format in which the bidder has to present the products, services and general information (also attach printed brochures of the items)

1.	Name of the Company	
2.	Full address of company alongwith Contact Person Telephone no. Fax no. E-mail address: Website :	
3.	Local address of company for communication, if any	
4(a).	Are you a manufacturer or dealer (Manufacturer or Dealer)	
4(b).	If listed with MAIT/NASCOMM (copies of certificate be attached)	
4(c).	If Company/Product/Services is ISO certified (copies of certificates be attached)	
5(a).	Annual turn over in last 3 financial years in Rs. Crores. (i) Year 2011-2012 (ii) Year 2012-2013 (iii) Year 2013-2014	
5(b).	Supply of UPS in last 3 financial years in U.P. Government or Govt. of India Department(s) / Organization(s) (in Nos.) (i) Year 2011-2012 (ii) Year 2012-2013 (iii) Year 2013-2014	
5 (c).	Trade Tax / Sales Tax Registration no. with place	
5(d).	Income Tax Registration no. with place	
6.	Strength of local office at Allahabad	

	<p>(i) No. of Marketing Personnel</p> <p>(ii) No. of Technical Personnel (Qualification be also mentioned)</p> <p>(iii) No. of Supporting Staff</p>	
7(a).	No. of Service Centres in Uttar Pradesh	
7(b).	<p>Location of service centres (*) and location wise No. of Service Engineers posted in U.P. (Preference shall be given if Service Engineer is posted at Allahabad)</p> <p><i>*For more service centers, enclose this information separately with Technical Bid.</i></p>	
7 (c).	<p>Company's norm for posting one service engineer:</p> <p>(i) On the basis of no. of UPS</p> <p>(ii) On the basis of AMC Revenue (in lakh Rs.)</p>	
8.	<p>Environmental conditions requirement:</p> <p>(i) Temperature (in Deg.C)</p> <p>(ii) Relative Humidity (%)</p>	<p>Min. Max.</p>
9(a).	<p>Installation base of UPSs in and around Allahabad/Lucknow.</p> <p>(Please enclose the list of Purchase Orders)</p>	
9(b).	<p>Installation base of UPSs in Uttar Pradesh (in no.)</p> <p>(Please enclose the list of Purchase Orders)</p>	
10.	<p>Kindly enclose at least three after sales service Support certificates from your customers where you have supplied and installed UPS to evaluate your service support performance.</p> <p>Total no. of service support certificates enclosed.</p>	
11.	<p>Any other information you feel necessary</p> <p>(Separate sheets may be used if required)</p>	
12.	<p>Details of earnest money attached.</p> <p>(i) Amount Rs.</p> <p>(ii) Bank Draft No.</p> <p>(iii) Bank Draft issuing date</p> <p>(iv) Drawn on (Bank)</p>	

**PART – 2
TECHNICAL BID**

HC-1 Online 10KVA UPS (Quantity – 5 No's)

(Enclose product brochure in support)
(Attach separate sheet for different brand/model)

Parameters	Specification
Manufacturer Name	
Model No.	
Capacity	
Technology Used	
Rectifier Type	
Output Power Factor	
Output Load Capacity	
Back-up Time Offered	
AC Input Voltage Range	
AC Input Frequency	
AC Output Voltage	
AC Output Frequency	
Protections Offered	

Display Details		
Alarms		
AC Output Sockets (Mention No. of Sockets along with ampere rating, type, etc.)		
Software (for auto/unattended shutdown of systems in LAN)	Name and Version	
	Operating System (with Version) Supported	
	No. of Systems for which License given	
SNMP and event notification details		
Network Interface Specification and Web Monitoring feature details		
Other features and specifications, if any		

Industry Standards Compliance, if any			
Certifications (attach copies of relevant certificates in support)			
Backup Time	2 Hours	3 Hours	5 Hours
Battery Manufacturer			
Battery Model No.			
Battery Specification			
No. of Batteries			
Battery AH rating			
Warranty Offered (Min. 3 years including that of the batteries)			

**PART – 3
FINANCIAL BID**

**FOR SUPPLY, INSTALLATION AND COMMISSIONING OF
UPS's FOR HIGH COURT, ALLAHABAD**

General Information

1.	Name of Company	
2.	Full Address of company alongwith Telephone No.: Fax. No.: E-mail Address: Website of company :	
3.	Excise duty included in the quoted price	___ . ___ % of basic price
4.	Any other charges included in the quoted price 13.1 Trade tax/Sales Tax/VAT 13.2 Any other Levies	___ . ___ % of (basic price + excise duty) ___ . ___ %
5.	Discount if any	___ . ___ %
6.	AMC Charges (Should not be more than 6% of the Hardware value)	___ . ___ %

Table – A: Rates quoted for 10 KVA UPS (Please attach separate sheet for different brand/model)

Sl No.	Specification of Items as offered by the vendor in point HC-1 under Section – II of Part – 2 Technical Bid of the Tender Document.	Approx. Qty	Unit Price					Total Unit Price (₹) 6+7+8	Total Price (₹) 3 x 9
			Basic Price (₹)	Excise Duty (₹)	Sub-Total (₹) 4+5	VAT/Trade Tax (₹)	Service charges including installation, training & warranty etc. (₹)		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	HC-1 Online 10 KVA UPS without batteries with three years warranty	5							
2.	Cost of Battery along with Battery Rack/Cabinet for giving 2 hours of backup on full resistive load of Actual Output Power Capacity of the UPS with three years warranty	5 x _____ Nos. of _____ AH Batteries							
3.	Cost of Battery along with Battery Rack/Cabinet for giving 3 hours of backup on full resistive load of Actual Output Power Capacity of the UPS with three years warranty	5 x _____ Nos. of _____ AH Batteries							
4.	Cost of Battery along with Battery Rack/Cabinet for giving 5 hours of backup on full resistive load of Actual Output Power Capacity of the UPS with three years warranty	5 x _____ Nos. of _____ AH Batteries							
Grand Total for UPS having 2 hours of backup (Sl. No. 1 + Sl. No. 2) (₹)									
Grand Total for UPS having 3 hours of backup (Sl. No. 1 + Sl. No. 3) (₹)									
Grand Total for UPS having 4 hours of backup (Sl. No. 1 + Sl. No. 4) (₹)									

PART - 4
FORMAT OF CONVEYANCE DEED

THIS CONVEYANCE DEED is made and executed on _____, 2014 BETWEEN the Governor of Uttar Pradesh through Sri _____, Registrar General, High Court of Judicature at Allahabad (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 dealer 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 (_____details of items _____) and other ancillary and allied equipments and the items related with the Information and Communication Technology and, their installation and maintenance;

AND WHEREAS SELLER has agreed to sell, supply and install (_____details of items _____) and other ancillary and allied equipments as per technical specification mentioned in **Annexure-I** in the premises of HIGH COURT, Allahabad and to provide complete service support and maintenance support for the (_____details of items _____) and other ancillary and allied equipments for a minimum period of three years, 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"** 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 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 the factory site 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 "**Commissioning of items**" shall mean commissioning of (_____details of items_____) 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 etcetera prevailing at the time of issue of purchase order by the BUYER to the SELLER;
- 1.6 "**Date of commissioning**" shall mean the date of issue of the certificate by the BUYER to SELLER about the acceptability of (_____details of items_____) and other ancillary and allied equipments purchased alongwith;
- 1.7 "**Delivery**" shall mean the physical delivery of the complete items by SELLER to HIGH COURT at Allahabad and submitting the delivery challans duly countersigned and stamped by the competent authorities of HIGH COURT;
- 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 the office/factory of SELLER wherever situated in India 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 HIGH COURT at ALLAHABAD where respective items will be delivered;
- 1.12 "**Site of installation**" shall mean the premises of HIGH COURT at ALLAHABAD where the respective items will be installed;
- 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 premises of HIGH COURT at Allahabad are as per the technical specifications and of acceptable quality;

1.14 "**Uptime**" of (_____details of items_____) shall mean error free time for each of the equipments i.e. (_____details of items_____) for 24 hours a day considering 365 days a year when the power and satisfactory environmental conditions (Temperature: minimum 0 degree Celsius maximum 50 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 (_____details of items_____) installed by SELLER. The period between (_____details of items_____) breakdown and the time, complaint is reported to the SELLER's local service engineer at HIGH COURT, Allahabad either through email/fax/letter/messenger/telephone or collection of complaint from complaint register maintained at HIGH COURT by their service engineer will be treated as uptime. In case the complaint is logged after working hours then the problem should be rectified within first four hours of the next working day failing which the (_____details of items_____) shall be treated as down. In case, any item is required to be moved from one place to another, the time interval from packing of the item till installation of item shall be treated as uptime. Rest of the time shall be treated as downtime of the item. Uptime percentage of item will be computed as follows: -

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

The following will not be included in the total working hours in a month: -

- (I) The time lost due to power or environmental conditions failure.
- (II) Preventive maintenance period up to 1 hour per item for the period of 6 months.
- (III) Total working hours for (_____details of items_____) will be 24 hours a day considering 365 days a year.

1.15 "**DEED**" means this CONVEYANCE DEED being executed by BUYER and SELLER;

1.16 "**Warranty Period**" shall mean warranty period of three years from the date of installation of all the items, including on all internal parts of (_____details of items_____) 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 mean clause of this DEED; and
- (g) "Article" shall mean ARTICLE of this DEED.

ARTICLE - III PRICE

3.1 The rates of items shown in **Annexure-I** include the cost of packaging, transportation of the items to the site of delivery and to the site of 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

4.1 The payment for the items supplied by SELLER shall be made by the HIGH COURT to SELLER as follows:-

- A. Within 7 days of the receipt of notification of award i.e. Purchase Order 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, Allahabad in accordance with the Conditions of Contract, in the prescribed format of Performance Bank Guarantee as given in Appendix-I of the Tender document.

- B. Payment shall be released only after complete delivery of items _____ as per specifications mentioned in **Annexure-I**, successful and satisfactory commissioning of all aforesaid items, furnishing of Performance Bank Guarantee of 10% of Purchase Order value in favour of the Registrar General, High Court, Allahabad valid for a period not less than 42 months, commencing from the date of commissioning and including the entire warranty period as well as 6 months thereafter, and on receipt of original bills in triplicate complete in all respects.
- C. 90% amount of the total order value will be paid to the SELLER within **one month** against complete physical delivery against all the ordered items to the sites of delivery after their physical inspection at the office/factory of the vendor and physical inspection (Acceptance Test) of all the items at site(s) of delivery by the team of technical experts nominated by HIGH COURT and providing all the delivery challans duly signed and stamped by authorised representatives of High Court at Allahabad.
- D. Remaining 10% amount of the total order value will be released to the SELLER within one month after satisfactory installation and testing of all the supplied items at sites, imparting training to the technical staff nominated by HIGH COURT and furnishing of a performance bank guarantee of 10% amount of total order value in favour of **Registrar General, High Court, Allahabad** in the prescribed format only from a Nationalized Bank valid for six month beyond the full warranty period of three years from the date of successful commissioning of all the supplied items.
- E. In case installation and commissioning 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.
- 4.2 Payment shall be deemed to have been made as and when it is transferred electronically from HIGH COURT to SELLER's account or cheque is issued by the HIGH COURT to SELLER.
- 4.3 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.
- 4.4 In case VAT or 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

High Court of Judicature at Allahabad, Tender Notice No. CC-4/2014
adjusted by SELLER.

- 4.5 The Bank guarantee furnished by SELLER to HIGH COURT shall not be invoked, if SELLER supplies the items and does commissioning of all the items and imparts training 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 all the items supplied is not maintained above 97.5 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 to the HIGH COURT at Allahabad. All risks of losses and/or damages shall be borne by SELLER till the title passes to the HIGH COURT.
- 5.2 After delivery of all the items to HIGH COURT by SELLER, it will be the responsibility of HIGH COURT at Allahabad to protect the items against losses, damage and theft etcetera.
- 5.3 SELLER shall be responsible for the installation and commissioning of all the items in the premises of HIGH COURT at ALLAHABAD. All the risks of losses and/or damages shall be borne by SELLER during installation and commissioning of all the items.
- 5.4 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 4 weeks 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. Any expenditure incurred by the HIGH COURT on this account shall be reimbursed by the SELLER.

ARTICLE – VI PACKING

- 6.1 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.

- 6.2 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 HIGH COURT for the purchase in the office/factory 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, installed and commissioned properly by SELLER.
- 7.2 For conducting the inspection and tests at the office/factory of SELLER, 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 (_____details of items_____) and other ancillary and allied equipments are ready for inspection and the BUYER can send its team of technical experts to their office/factory. After receipt of such intimation from SELLER, the BUYER shall send 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. SELLER shall deliver and install these sealed items at the respective sites mentioned in the Purchase Order.
- 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 to HIGH COURT at Allahabad.
- 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 items are delivered at the HIGH COURT.

Acceptance Test of items meant for its Bench at Lucknow will be conducted by the team of technical experts nominated by the HIGH COURT at Allahabad and its Bench at Lucknow after the items are delivered at its Bench at Lucknow. The acceptance will involve to ensure that all the items 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 (_____details of items_____), etc. or bugs in the software should occur. All the software should be complete and no missing module/sections will be allowed. 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 (_____details of items_____) 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 if 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 at respective sites of 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 come 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 by more than two week, 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 or with items of higher technical specification as compared to the items mentioned in **Annexure-I** of this deed, 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, 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.

ARTICLE - VIII DELIVERY, INSTALLATION AND COMMISSIONING

- 8.1 The delivery of all the items ordered shall be accepted in the premises of HIGH COURT at ALLAHABAD. SELLER shall arrange to transport the items to the respective sites of delivery and installation at the risk and cost of SELLER.
- 8.2 The delivery and installation of all the items shall be made by SELLER to the satisfaction of BUYER within six weeks after the Pre-Dispatch Inspection is completed at the office/factory of SELLER. 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 at Allahabad 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 If the site of delivery and site of installation of items differ but are in the premises of HIGH COURT at Allahabad then it shall be the responsibility of SELLER to shift the items from the site of delivery to the site of installation safely at the risk and the cost of SELLER.
- 8.6 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 one week from the date of notice. Any expenditure incurred by the BUYER on this account shall also have to be reimbursed by the SELLER.
- 8.7 After successful acceptance tests of all the items by the technical experts nominated by HIGH COURT at Allahabad, a certificate shall be issued by the HIGH COURT at Allahabad to SELLER and after issue of this certificate, the items shall be deemed as commissioned.
- 8.8 If any bug is detected in the software supplied by the SELLER at any time during implementation and/or after implementation of the software, the same shall be communicated in writing by HIGH COURT to SELLER and it will be rectified by SELLER free of charge within a week's time after receipt of such notice.
- 8.9 The SELLER shall deliver the items within _____(specify period) 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.

ARTICLE - IX TRAINING

- 9.1 The operational training shall be conducted by SELLER in the premises of HIGH COURT at ALLAHABAD.

ARTICLE - X WARRANTY

- 10.1 SELLER warrants that each item supplied under this contract to HIGH COURT shall be free from any defect in material and/or workmanship.
- 10.2 The warranty period of all the items shall be three year from the date of their installation. Plastic parts, batteries and cables will be included in warranty maintenance.
- 10.3 During the warranty period SELLER shall be bound to replace or repair free of charge any or all items, 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.
- 10.4 If the HIGH COURT reports a defect to SELLER and SELLER determines that defect is not due to defect in material and/or workmanship, then SELLER shall notify HIGH COURT in writing of the reasons for such decision to the satisfaction of HIGH COURT but SELLER shall be duty bound to get the items set right and make the same in functioning condition as original ones at the cost of SELLER.
- 10.5 The SELLER guarantees minimum uptime of 97.5% for the (_____details of items_____) supplied by SELLER during the warranty period of three years. If any items are not working, then SELLER shall remove the defects and get the items set right and make the same functional within four hours from the date and time the fault is communicated (in case the defect is communicated after working hours then the defect should be removed within first four hours of the next working day) by HIGH COURT by either telephonically or email 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. SELLER shall post an engineer at Allahabad and must have a Service Center either at Allahabad or Lucknow or Varanasi or Kanpur whose addresses are given below :-

Address of Engineer posted at Allahabad :-	Address of Service Centre :-

- 10.6 On completion of the warranty period of three years 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 three years. This shall be binding on the SELLER under the terms and conditions of this DEED.

ARTICLE - XI 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 (_____details of items_____). But in case 97.5% uptime for (_____details of items_____) 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 97.5% in a year for (_____details of items_____), then no compensation shall be charged for downtime in that year. If the downtime exceeds 5% for (_____details of items_____) of the total time available in a year, then total downtime for (_____details of items_____) (i.e. the time by which the uptime was less than 100%) in any year considering 24 hours per working day will be considered for calculating the compensation for damages. If average down time in days of the (_____details of items_____) exceeds 18 days in a year, then the compensation @ Rs.1,000/- per day per Item shall be charged from the SELLER. In case of local Service Center at Allahabad and Lucknow, the complaints must be attended to within 4 working hours of the receipt of communication by the HIGH COURT at Allahabad and its Bench at Lucknow. If the complaint is not attended to within 4 working hours, then the compensation @ Rs.1,000/- per day per Item shall be charged from the SELLER and warranty shall be extended by equal number of days.

- 11.4 if average downtime days of (_____details of items_____) in a year is less than or equal to 18 days, the period covered by the warranty shall be extended for an equal number of working days for all the Items accordingly.
- 11.5 If average downtime days of (_____details of items_____) in a year is less than or equal to 18 days, the period covered by the AMC shall be extended for an equal number of working days for all Items 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 deducted from the advance payable to SELLER from the money due after every year is completed during the full three years warranty. 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 then, the compensation for damages may be deducted from that amount before releasing the payment. In case AMC contract is not signed and no amount is due to be paid to the SELLER and if he 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 arrear of land revenue.

ARTICLE - XII OPERATIONAL SERVICES

- 12.1 SELLER will post a service engineer at ALLAHABAD for the period of at least three years after commissioning of all the items.
- 12.2 The SELLER should have a Service Centre either at ALLAHABAD or LUCKNOW or KANPUR or VARANASI with telephone facility and sufficient spare parts to record the complaint and capacity to provide all maintenance support services to HIGH COURT. The address of the above said Service Center is mentioned in clause 10.5 of Article X. Service Engineer will be required to make regular visits to HIGH COURT to ensure the smooth functioning of the equipments.

- 12.3 Service Engineer posted for Allahabad and Service Center of SELLER will be responsible for providing maintenance services of all the items on behalf of SELLER.
- 12.4 If the items supplied by SELLER are to be moved from one place to other place, in the premises of HIGH COURT at ALLAHABAD then the movement to the new site and its installation at new site will be done safely by SELLER at its risk and cost.
- 12.5 Service Engineer will fill a logbook with date and signature, the format of which is given at **Annexure-II**. It will be duly counter signed by authorized person of HIGH COURT at Allahabad where the systems are installed. These records in the logbook shall be used for calculation of monthly uptime of individual items.
- 12.6 HIGH COURT at **Allahabad** shall arrange for full access to the items supplied and installed by SELLER to enable the Service Engineer to provide maintenance services.

ARTICLE - XIII MAINTENANCE

- 13.1 SELLER shall provide free maintenance services of the items supplied by the SELLER from the date of commissioning, during the warranty period of three years on one shift (8 hours) basis on all working days of HIGH COURT. The shift hours can be changed or increased by HIGH COURT. The maintenance will include preventive maintenance on mutually agreeable schedule between HIGH COURT and SELLER. The preventive maintenance hours will not exceed 4 hours in a month on each item.
- 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 97.5% uptime for (_____details of items_____) during maintenance period. If the uptime is below 97.5% for (_____details of items_____), 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 maximum 6% of the hardware value per year for the next 4 years after expiry of warranty period of three years.
- 13.4 SELLER shall provide corrective maintenance service on urgent basis to HIGH COURT's 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 HIGH COURT at Allahabad is as follows:

Contact person and address at Allahabad :-

Service Engineer to be posted by SELLER at :-

- 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 HIGH COURT at Allahabad.
- 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 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 - XIV DOCUMENTATION

- 14.1 One copy of complete documentation with each set of the software will be supplied free of cost by the SELLER to HIGH COURT at Allahabad. The software copies including the media and documentation to be supplied by the SELLER to HIGH COURT at Allahabad 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 at Allahabad free of cost. Only the legal softwares on CD's or DVD'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 - XV PATENT RIGHTS

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

ARTICLE - XVI 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 - XVII 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 - XVIII FORCE MAJEURE

18.1 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 - XIX 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. 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 - XX LIQUIDATED DAMAGES

20.1 In the event of failure of SELLER to supply, installation and commissioning of all the items 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 commissioning 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 **one week**. 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 -XXI 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.

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.

21.2 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 - XXII VALIDITY PERIOD

22.1 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 thirty six months from the date of commissioning of the items or upto such time as the warranty extends under this contract, whichever is later.

ARTICLE - XXIII LOCAL JURISDICTION OF CIVIL COURTS

23.1 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 Governor of Uttar Pradesh

Registrar General,
High Court, Allahabad.

(1) Witness

(1) Witness

High Court, Allahabad.

(2) Witness

(2) Witness

High Court, Allahabad.

ANNEXURE-I

For High Court at Allahabad

Sl. No.	Items	Quantity	Total Price (in Rs.)
1	10 KVA Uninterrupted Power Supply with 2/3/5 hours of backup and 3 years warranty on both UPS and batteries	5	

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 High Court Staff	Remarks

PART - 5
FORMAT OF PERFORMANCE BANK GUARANTEE

(To be executed on 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,

1. 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.

2. Whereas a Conveyance Deed dated has been executed between **High Court** and (Authorised Dealer of M/s) having its administrative office at (hereinafter referred to as "**Supplier**") towards supply, installation and commissioning 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 **three years**. 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 third year of warranty period of three years 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 three years.

AND WHEREAS at the request of the supplier, the Bank executes these presents.

- 3.1 THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

- 3.2 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. (Rupees) valid for the period of six months beyond the warranty period of three years 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.

- 3.3 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 3.1 above without any reference to the supplier and without questioning the claim.
- 3.4 The guarantee herein shall remain in full force for a period of six months beyond the third year of warranty period of three years from the date of certification by the **High Court** of successful installation and commissioning of the equipment/ service contracted. Date of start of warranty period will be notified by High Court to the Bank.
- 3.5 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.
- 3.6 The Bank further agrees that the guarantee herein shall remain in full force during the pendency of aforesaid period mentioned in Clause 3.3 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 or 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.
- 3.7 This Guarantee shall not be affected by any change in constitution of the supplier, **High Court** or us not 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.
- 3.8 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.
- 3.9 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.
- 3.10 The Bank undertakes not to revoke this guarantee during its currency except with the previous consent in writing of the High Court.
- 3.11 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. (Rupees only) and it will remain in force up to the period specified in Clause 3.3 unless a suit to enforce any claim

under the Guarantee is filed against the Bank before the period specified in Clause 3.4. 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	: