

Appendix-II

FORMAT OF CONVEYANCE DEED

THIS CONVEYANCE DEED is made and executed on _____, 2013 BETWEEN the Governor of Uttar Pradesh through Sri, **Director, Judicial Training & Research Institute, Uttar Pradesh, Vineet Khand, Gomti Nagar, Lucknow** (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 Laptop & other accessories as per technical specification mentioned in Annexure-I in *At Allahabad High Court, its Bench at Lucknow and Districts/Outlying courts situated in Uttar Pradesh and other offices of the Judicial Officers posted on deputation in the Districts of Uttar Pradesh and in Delhi.* and to provide such services at *Allahabad High Court, its Bench at Lucknow and Districts/Outlying courts situated in Uttar Pradesh and other offices of the Judicial Officers posted on deputation in the Districts of Uttar Pradesh and in Delhi* through SELLER's service center at 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 "Judicial Training & Research Institute, Uttar Pradesh, Lucknow" hereinafter referred to as 'JTRI'

- 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 **JTRI** in the presence of SELLER to ascertain that the said items are same of which Pre-Dispatch Inspection has been conducted at the JTRI, UP, Lucknow 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 **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 commissioning**" 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 the complete items by SELLER to the Judicial Officers (as per the list provided by JTRI) at *Allahabad High Court, its Bench at Lucknow and Districts/Outlying courts situated in Uttar Pradesh and other offices of the Judicial Officers posted on deputation in the Districts of Uttar Pradesh and in Delhi* and submitting the delivery challans duly countersigned and stamped by the individual Judicial officer and technical experts deputed by JTRI, in terms of the list provided by the competent authorities of **JTRI, to the Director, JTRI, UP;**
- 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 **Judicial Training & Research Institute, UP, Vineet Khand, Gomti Nagar, Lucknow** prior to the delivery, by the team of

technical experts nominated by the **JTRI** 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, its Bench at Lucknow and Districts/Outlying courts situated in Uttar Pradesh and other offices of the Judicial Officers posted on deputation in the Districts of Uttar Pradesh and in Delhi.*, where respective items will be delivered;
- 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 **JTRI** 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 the different *Site of installation* 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 **Laptop** 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 Laptop for the period of 6 months.
- (III) Total working hours for **Laptop & other accessories** 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 **Laptops** and other ancillary and allied equipments, etc;
- 1.17 “**Purchase Order**” means the purchase order issued by **JTRI** 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) “**JTRI**” shall mean BUYER;
- (f) “**Clause**” shall means 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 **JTRI** to SELLER as follows:-
- A. **Within 7 days** of the receipt of notification of award i.e. Purchase Order from the **JTRI**, 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 **The Director, Judicial Training & Research Institute, Uttar Pradesh, Vineet Khand, Gomti Nagar, Lucknow** 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 43** 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.
 - B. Payment shall be released only after complete delivery of Laptops and other accessories as per specifications mentioned in **Annexure-I**, successful and satisfactory commissioning of all aforesaid items.
 - C. **80% amount of the total order value will be paid to the bidder within one month of physical delivery against all the ordered items to the sites after their physical inspection at JTRI (Pre Dispatch Inspection) and Delivery of all the items at site(s) and providing all the delivery challans duly signed and stamped by authorized representatives of Purchaser 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.**

- D. **Remaining 20% amount of the total order value will be released to the SELLER within one month after satisfactory installation and successful acceptance test of all the supplied items at sites, imparting training to the technical staff nominated by JTRI and furnishing of a performance bank guarantee of 10% amount of total order value in favour of The Director, Judicial Training & Research Institute, Uttar Pradesh, Vineet Khand, Gomti Nagar, Lucknow 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, commissioning and successful acceptance test of the items is not completed within 12 weeks from the date of purchase order, JTRI reserves the right to invoke the Bank Guarantee.**

- 4.2 Payment shall be deemed to have been made as and when cheque is issued by the **JTRI** 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 **JTRI** then the same will be adjusted by SELLER.
- 4.4 In case Trade Tax is reduced or increased subsequently by the Uttar Pradesh Government at the time of delivery of the items to **JTRI** then the same will be adjusted by SELLER.
- 4.5 The Bank guarantee furnished by SELLER to **JTRI** 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 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 to the concerned Judicial officer at the ***Place of Delivery, as per the list of***

Judicial Officers provided by the BUYER. All risks of losses and/or damages shall be borne by SELLER till the title passes to the **JTRI**.

- 5.2 After delivery of all the items at **place of delivery** by SELLER, it will be the responsibility of concerned Judicial Officer to whom the Laptop has been distributed, on behalf of **JTRI**, 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 at the **Site of delivery**. 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 1 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

- 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

BUYER for the purchase, in the premises of **Judicial Training & Research Institute, UP, Vineet Khand, Gomti Nagar, Lucknow**, 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 **JTRI**. 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, 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 **JTRI** for the purchase indicating that the **Laptops** and other ancillary and allied equipments are ready for inspection at the Premises of JTRI 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 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 **JTRI** and neither it shall be packed by SELLER for delivery to different Districts and outlying courts situated at Uttar Pradesh.

7.4. Acceptance Test of items meant for **JTRI** will be conducted by the team of technical experts nominated by the **JTRI** after the items are delivered to the Judicial Officers at *Allahabad High Court, its Bench at Lucknow and Districts/Outlying courts situated in Uttar Pradesh and other offices of the Judicial Officers posted on deputation in the Districts of Uttar Pradesh and in Delhi.*

REVISED:- JTRI TENDER NO 01/2013

Acceptance Test of items will be conducted by the team of technical experts nominated by the **JTRI** after the items are delivered to the Judicial Officers at the *At Allahabad High Court, its Bench at Lucknow and Districts/Outlying courts situated in Uttar Pradesh and other offices of the Judicial Officers posted on deputation in the Districts of Uttar Pradesh and in Delhi*. 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 **Laptops and other accessories**, 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 **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 **JTRI'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 **JTRI** or by the team of technical experts nominated by the **JTRI**.

- 7.8. That if the SELLER intimates the **JTRI** 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, **JTRI** 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 **JTRI** 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 specifications as compared to the items mentioned in **Annexure-I** of this deed, within the stipulated period, then, **JTRI** 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 **JTRI** 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, **JTRI** 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 **JTRI** 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 at the **Site of delivery** by the Judicial Officers (as per the list provided by JTRI). 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, 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 JTRI 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 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 JTRI, a certificate shall be issued by the JTRI 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 JTRI 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 and Install/commission the items within 12 Weeks of the date of requisition issued by the JTRI and in case of failure to deliver the items in time the**

JTRI shall be entitled either to revoke the entire agreement or to accept late delivery alongwith such compensation as determined by the JTRI. In case of revocation of agreement, the JTRI shall also be entitled to claim damages from the SELLER as determined by the Arbitrator.

- 8.9.1 Upon delivery of the Goods, the supplier shall notify JTRI by fax/email 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 JTRI:-
- (a) 3 copies of the supplier's invoice showing goods description, quantity, unit price, total amount;
 - (b) Delivery challans duly signed & stamped by the consignee i.e. by the Judicial Officers, as per the List provided by the Judicial Officers.
 - (c) Manufacturers/Supplier's warranty certificate;
 - (d) Goods inspection report.

ARTICLE - IX TRAINING

- 9.1 The training shall be conducted by SELLER in the premises of **Site of Installation** to the Judicial Officers, as per the list provided by the Buyer, in a Batch size of maximum 10 (Ten) Judicial Officers, at a time. The dates for the training shall be decided by the **BUYER** after consulting SELLER.
- 9.2 Training will be imparted by SELLER at the cost of SELLER to the technical staff at **JTRI**. Any expenditure on account of stationery, training material, etcetera shall be borne by SELLER.
- 9.3 The **3 days** training on the following topics will be given by SELLER to the Judicial Officers to whom the Laptop has been provided/delivered, as per the list provided by JTRI or as nominated by JTRI. Broadly following topics shall be covered during training session: -
(Basic features and Parts of the Laptop, Basic tips for maintenance of Laptop, Usage of special features of the Laptop being supplied, UBUNTU Operation System and other related software etc.)

ARTICLE - X WARRANTY

- 10.1 SELLER warrants that each item supplied under this contract to **JTRI** 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, interface cables and networking 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 **JTRI or the Judicial Officer to whom the Laptop has been Supplied or any authorized representative of the BUYER** 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 **JTRI or the Judicial Officer (to whom the Laptop has been provided) or any authorized representative of the BUYER** reports a defect to SELLER and SELLER determines that defect is not due to defect in material and/or workmanship, then SELLER shall notify **JTRI** in writing of the reasons for such decision to the satisfaction of **JTRI** 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 Consumable items such as floppy diskettes, CD-ROMS, CD-RW and stationery are excluded from warranty maintenance.
- 10.6 The SELLER guarantees minimum uptime of 95% for the **Laptop & other accessories** 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 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 **JTRI** failing which the SELLER shall have to pay the compensation for damages to the BUYER as per Article-XI.

- 10.7 SELLER will maintain appropriate spare parts inventory in their service centre networks during warranty period and the period of AMC thereafter, if **JTRI** opts for AMC, to avoid any delay in maintaining the items.
- 10.8 On completion of the warranty period of three years **JTRI** 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 **JTRI** 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 **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.500/- per day per Laptop shall be charged from the SELLER. In case of local Service Center, the complaints must be attended to within 4 working

hours of the receipt of communication by the **JTRI or the Judicial Officer to whom the Laptop has been provided or any authorized representative of the BUYER**. If the complaint is not attended to within next business day, then the compensation @ Rs.500/- 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 **JTRI**. 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 - XII 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 for the different **Site of Installation**. 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, its Bench at Lucknow, District Courts of U.P and JTRI.

- 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 **JTRI**, 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 If the items supplied by SELLER are to be moved from one place to other place 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, at the **Site of Installation**, the format of which is given at **Annexure-II**. It will be duly counter signed by authorised person of **JTRI** where Laptop & other accessories are installed. These records in the logbook shall be used for calculation of monthly uptime of individual items.
- 12.6 **JTRI** 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 all working

days of **different Site of Installation**. The maintenance will include preventive maintenance on mutually agreeable schedule between **JTRI** and SELLER. The preventive maintenance hours will not exceed 4 hours in a month on each item.

13.2 If **JTRI** 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 three years.

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 concerned Judicial Officer or 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 **JTRI**.

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 - XIV 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 **JTRI**. 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 **JTRI**. Any subsequent update in the software supplied will be provided by SELLER to **JTRI** free of cost. Only the legal softwares on CD's along with their original document/manuals shall be accepted by **JTRI**.

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. SELLER shall indemnify **JTRI** 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 - 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, **JTRI** 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 **JTRI** 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. 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 **The Director, JTRI**. 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. 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 **JTRI** 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) **JTRI** reserves the right to cancel the Purchase Order, if the delivery gets delayed by more than four weeks. The **JTRI** 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: -

The Director,
Judicial Training & Research Institute,
Vineet Khand, Gomti Nagar, Lucknow

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. 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. The parties agree that only the Civil Court at Lucknow 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

The Director,
**Judicial Training & Research Institute,
Lucknow.**

(1) Witness

(1) Witness

(2) Witness

**Judicial Training & Research Institute,
Lucknow.**

(2) Witness

**Judicial Training & Research Institute,
Lucknow.**

ANNEXURE-I

Part A

Features	Specifications	
Processor	3rd Generation Intel Core i5-3320M (2.6 GHz, 3 MB L3 cache, 2 cores) Up to 3.30 GHz with Intel Turbo Boost Technology Or Higher.	
Chipset	Mobile Intel® QM 77 Chipset or Higher.	
Memory	4GB DDR3 1333 Mhz RAM Expandable up to 8GB	
Graphics	Intel HD Graphics 4000 or higher	
Hard Drive	Minimum 500GB 7200RPM Hard Drive with HDD failure prevention technology	
Screen	14.0" (Near about) High Definition Wide LED Anti-Glare Display (1366x768) 720p	
Keyboard	Spill resistant Rupee Symbol keyboard + multi-touch touchpad with track point	
Camera	Minimum 1.0 MP Integrated HD video webcam	
Optical Drive	8X DVD+/-RW	
Battery	6-cell Lithium-Ion battery for up to 5 hours of battery backup (or better)	
NIC / Wireless / BT	10/100/1000 Gigabit Ethernet, Wireless (802.11b/g/n 1x1) Bluetooth® 4.0	
OS	Ubuntu 12.04 LTS; One copy of the customized OS to be provided by the JTRI, for installation in all systems before delivery by the bidder.	
Warranty	3 Years Next Business Day Onsite Service & Replacement Warranty (Including Adapter & Battery Pack)	
Ports & Slots	VGA, HDMI, LAN RJ-45, Power, Headphone / Headset / Ext. Speaker out, USB 3.0 (2), USB 3.0 with Power Share (1) Memory Card Reader, 54 mm Express Card, Docking Connector, 1 Full and 2 Half Mini Card Slots.	
Security	Chassis security slot; Free Fall Sensor; TPM 1.2 on motherboard; Biometric Reader	
Certifications	Energy Star 5.0; EPEAT , Windows and Linux Compliance Certificate	
Weight	Weight: less than 2.5 kg including battery pack	
Chassis	All Aluminum Casing / Magnesium Alloy Internal Frame/ Steel Hinges/ Zinc Alloy Latches.	
Power Adaptor	100 to 240 VAC - 65W AC Adaptor or as per OEM Specific.	
Standard Accessories	Power cable, Power Adaptor and Charger, User Manuals & Driver CDs and Laptop backpack etc.	
Audio	Dual Inbuilt Speakers	
Others	Operating Temperature: 0 - 55 Degree Centigrade.	
Laptop Computer Backpack Specification (Laptop OEM Make Only)		
1	Suitability	To accommodate 14" size Laptop Computer or as per the Laptop size
2	Material	Polyester fabric, nylon bonded thread, branded zippers and sliders
3	Compartments	Three Compartment bag (Laptop, Paper File, Power Adaptor, Utility Pocket) with padded sleeve, Utility pocket in front and side pockets
4	Padding	Padded handle, padding on the back for comfort and air flow curved and padded contoured shoulder straps

Part B

UNIT PRICE

Sl 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.	Laptops						
Grand Total (Rs.)							

AMC CHARGES : *(After 3 years of Comprehensive warranty, for next 2 years.)*

.....
 =====

Other Offer accepted/settled

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 System Officer & Judicial Officer Concerned	Remarks