

CENTRE FOR DENTAL EDUCATION & RESEARCH  
ALL-INDIA INSTITUTE OF MEDICAL SCIENCES  
Ansari Nagar, New Delhi-29.

**Ref. No.72/CDER/M&E/2016-17**


**Dated: 29.11.2016**

Subject: Purchase of Mimics Materialise for the department of Orthodontic at CDER (AIIMS), New Delhi-29 on proprietary basis- Inviting comments thereon.

\*\*\*\*\*

The request has been received from Dr. O.P. Kharbanda, Deptt. of Orthodontic Dent. (CDER) AIIMS to purchase the subject item from M/s Materialise NV Pvt. Ltd. (Mfd. By M/s Materialise NV., Leuven, Belgium) on proprietary basis. The proposal submitted by M/s Materialise NV Pvt. Ltd. and PAC certifications are attached.

The above documents are being uploaded for open information to submit objections, comments, if any, from any manufacturer regarding proprietary nature of the equipment/item within issue of 15 days giving reference **No. 72/CDER/M&E/2016-17** The comments should be received by office of Stores Officer (CDER) AIIMS on or before **16.12.2016 upto 4:30 p.m.**, failing which it will be presumed that any other vendor is having no comment to offer and case will be decided on merits.

 29/11/16  
**Asst. Stores Officer (CDER)**

**Encl: Related documents enclosed.**

- 1. PAC Certificate enclosed.**
- 2. Specification of equipment.**



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
ANSARI NAGAR : NEW DELHI - 110029**

**PROPRIETORY/SPECIFICATION BRAND GOODS CERTIFICATE**

1. Item/Type/Model No. required alongwith specification. *Mimics Materialise*
2. If the item a spare part attachment or accessory for an existing equipment. *No.*
3. Name of the manufacturer/Supplier of the item proposed by the indintor. *Materialise*
4. Are they sole manufacturers/Sold distributors of the item. *Yes*
5. If there any other item with similar/equivalent specification available in the market to meet the job requirement envisaged. If the answer is yes, why the same can't be procured. Demanding officer should bring out comparative functional advantages/cost effectiveness of the recommended item from these offered by other. *No.*
6. What were the efforts made to located alternative source of supply or use other substitutes. *Through internet*
7. Why open/limited tender can't he resorted to, for locating alternative source. *Proprietary item.*
8. Are the proprietary items certifying that the rates are reasonable or not. *Yes.*
9. Any other justification for procuring item from single source.

*[Signature]*  
Signature of Indentor  
(Demanding Officer)

*[Signature]* 15/11/16  
(Countersigned)  
Head of the Department  
डा. आ. क. बंसल / PROF. & CHIEF  
आचार्य एवं प्रमुख

दंत शिक्षा अनुसंधान केन्द्र  
Centre for Dental Education & Research

I certify that thte item at Sr. No. 1 above is required to be procured from single source on the basis of the source of supply is definitely known/the specified brand proposed was advantageous and limited tender system could be dispensed with as they would serve no useful purpose in this particular case.

(Strike out whichever is not applicable)

*[Signature]*

*[Signature]*





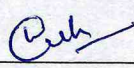


**CENTRE FOR DENTAL EDUCATION & RESEARCH**  
Specifications 2016-17


**Mimics software Nos 1**

( As. proprietary ).

**Finite Element Method Software Nos. 1**

1. It must be able to create geometry model construction for tooth, PDL and bone.
2. It must be able to create PDL model based on tooth root model and testing force and biomechanics of different appliance.
3. Software must be supplied with all necessary additional accessory software and computer desktop for it for dental use.
4. Vendor must provide complete training and continued technical support even after training during warranty and extending warranty period as per AIIMS rules.

1	Dr. Ajoy Roychoudhury		6	Dr. Vilas Samrit	
2	Dr. Veena Jain		7	Dr. Dalim Baidya	
3	Dr. Vijay Mathur		8	Dr. Shalini Gupta	
4	Dr. Ajay Logani		9	Dr. Amrita Chawla	
5	Dr. Nitesh Kumar				

  
Prof Ritu Duggal  
Chairperson



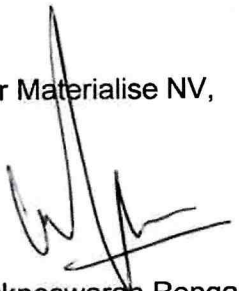
**PROPRIETARY CERTIFICATE**

This is to certify that we, M/s, Materialise NV, with Corporate Headquarters at Technologielaan 15, Leuven, Belgium are the original manufacturer/developers of the "Mimics and 3-Matic software" and all the "Modules" pertaining to both the software.

As proprietary software manufactures, we hold all the legal rights for development, modification, enhancement, marketing and sales worldwide.

This software and all the modules pertaining it are exclusive and unique to Materialise NV, and are not available with any software manufacturer in the world. We hold worldwide patent for this software and all the modules pertaining to it. Patent certificates can be made available upon request.

For Materialise NV,



Vickneswaran Renganathan

Sales Manager, India.

Materialise Medical

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Technologielaan 15  
3001 Leuven - Belgium  
Tel. +32 16 39 66 11  
Fax +32 16 39 66 00  
[www.materialise.com](http://www.materialise.com)



## Quotation: Mimics Innovation Suite

THE CHIEF,  
CENTRE FOR DENTAL EDUCATION & RESEARCH,  
ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
ANSARI NAGAR NEW DELHI-110029.  
India

Date: 10/02/2016

**Offer Ref. No. : VR9/14/2016\_3027085**  
**CONFIDENTIAL**

Licensee: All India Institute of Medical Science, Dental Department

Dear Chief,

Thank you for your quotation request. Below you will find an offer for the requested products.

Quantity	Product	License	Price in USD
1x	Mimics Base	Academic License	14,000.00
1x	Design	Academic License	18,000.00
1x	FEA	Academic License	10,000.00
<b>Total :</b>			<b>42,000.00 USD</b>
<b>Total Payable :</b>			<b>42,000.00 USD</b>

This quotation is valid until 31/12/2016. All prices above are listed without taxes. General Conditions and License Terms as specified below apply.

**Payment must be made in USD via wire transfer directly to Materialise NV in Belgium.**  
**Please refer to bank details below.**

VAT number of Materialise: BE0441.131.254

### Bank Information:

BNP Paribas Fortis Bank  
Vital Decosterstraat 42  
3000 Leuven (Belgium)  
IBAN: BE 24 2300 0297 0038  
SWIFT: GEBABEBB 08 A

ING  
Bondgenotenlaan 31  
3000 Leuven (Belgium)  
IBAN: BE04 3300 4211 5131  
SWIFT: BBRUBEBB300

Should you have any further questions, please don't hesitate to contact us.  
We are looking forward to hearing from you.

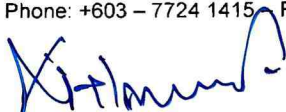
Sincerely,  
Vickneswaran Renganathan  
Account Manager  
Materialise

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Technologielaan 15  
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Tel. +32 16 39 66 11

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Selangor Darul Ehsan, Malaysia – Phone: +603 – 7724 1415 Fax: +603 – 7724 1406  
www.materialise.com

biomedical.materialise.com


**FAX TO: +60 3 7724 1406      Attn: Vickneswaran**  
**Renganathan**  
**Order for Mimics - ref. VR9/14/2016\_3027085**

**Company:** All India Institute of Medical Science

**PO #:** \_\_\_\_\_

Ship To:	Bill To:
<b>Dept/Attn:</b>	<b>Dept/Attn:</b>
<b>Address:</b>	<b>Address:</b>
<b>Post Code, City:</b>	<b>Post Code, City:</b>
<b>Country</b>	<b>Country</b>

Quantity	Product	License	Price in USD
1x	Mimics Base	Academic License	14,000.00
1x	Design	Academic License	18,000.00
1x	FEA	Academic License	10,000.00
<b>Total :</b>			<b>42,000.00 USD</b>
<b>Total Payable :</b>			<b>42,000.00 USD</b>

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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**biomedical.materialise.com**

*[Handwritten signatures and date 15/11/16]*



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*[Handwritten signature]*  
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*[Signature]*

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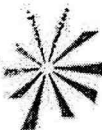
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15/11/16

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**GENERAL SALES CONDITIONS**  
**MATERIALISE MIMICS INNOVATION SUITE PRODUCTS AND SERVICES**

**Scope** These terms and conditions regulate the relationship between Materialise and the Buyer for the delivery by Materialise of the products and/or services described in the order (hereafter 'Deliverables'). All contracts are made subject to these terms and conditions which shall prevail and be effective notwithstanding any variations or additions contained in any order or other document submitted by the Buyer. No modification of these terms shall be binding upon Materialise or any of its subsidiaries or affiliated companies (hereafter 'Materialise') unless made in writing by an authorized representative of Materialise. In case of conflict between these general conditions and a specific agreement, the latter will prevail.

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**Delivery**

**Incoterm** All deliveries are ex works Materialise's premises.  
**Time of delivery.** The estimated delivery time is set by Materialise in good faith, based on (i) the working conditions and available employees at the time the order is confirmed and (ii) the prompt receipt by Materialise of all information necessary or useful to permit Materialise to proceed or continue with delivering the Deliverables. In case Materialise knows that the delivery date cannot be met, it shall notify the Buyer hereof, stating best estimate of when the delivery can be made. If a delay occurs due to any action or omission by the Buyer, the delivery date will be moved forward as considered reasonable in view of all circumstances at hand, without prejudice to the right for Materialise to seek compensation for damage suffered as a result of such delay. Except if this would be gross negligence, a late delivery does not justify the dissolution of the agreement.

**Acceptance of Deliverables that are not software products.** The Buyer will perform a thorough verification upon receipt of the Deliverables, to verify whether the Deliverables conform to the requirements. The Buyer must immediately inform Materialise in case the verification results in findings of non-conformity, in which case the Buyer must motivate in detail such claim of non-conformity. Failure of written notification of non-conformity within 3 business days after delivery, or the effective usage by the Buyer of the Deliverable implies an automatic acceptance of the Deliverable.

**Acceptance of Deliverables that are software products.** The delivery is a fact from the moment that Materialise notifies the Buyer that the Software is placed to the Buyer's disposal on the Materialise Download Web Page, to be installed on a computer or server at the Buyer's offices.

The use of the delivered software, even partial, will be considered by law to be equal to the acceptance of the complete delivery.

**Maintenance** Maintenance includes support, bugfixes and upgrades of the purchased modules. Depending on the software, it may also include an emergency password replacement service. Maintenance allows the transfer of the software without a transfer fee being due.

**Maintenance conditions for annual licenses** Maintenance as outlined below is included in the license fee for the annual license and therefore, a separate maintenance contract is not available to Buyers holding an annual license.

**Maintenance conditions for perpetual licenses** In case of a perpetual license, the term of a maintenance contract shall commence on the purchase date of the actual license and will be automatically renewed every year, unless terminated in writing by either party at least two (2) months before the expiration date of the running maintenance contract. An invoice covering the maintenance charge will be sent to the Buyer one (1) month before the expiration date of the running maintenance contract. A new maintenance period is valid for one year and starts at the end date of the previous maintenance contract. Gaps between maintenance periods must be filled up in order to take a new maintenance contract.

**Maintenance charge** The charge for the maintenance services is a percentage of the license fee for the software, and is thus subject to change. Modifications to the maintenance charge shall be applied only for not yet started contract periods. The maintenance charge covers the full one-year period and is payable and is subject to the payment conditions mentioned below.

**Warranties – Limitation of liability** For software, warranties and limitation of liability is stipulated in Materialise's End-User License Agreement, to which Buyer agrees at the latest upon installation of the Software. For non-software products, Materialise warrants that (i) the services and the manufacturing shall be performed in a competent, professional, workmanlike manner, in accordance with current industry standards, and (ii) Materialise's personnel performing the services and the manufacturing hereunder shall be qualified to perform the tasks and functions which they are assigned. All other warranties, expressed or implied are hereby disclaimed, including the implied warranties of merchantability or fitness for a particular purpose. The Buyer expressly acknowledges that Materialise is not in a position to act as a medical professional. The result of the services must not be used in any way for the diagnosis or treatment of disease. Materialise is not liable in case of force majeure. Force majeure implies any circumstance beyond the control of Materialise – even if this circumstance was foreseeable at the time the agreement was concluded – which permanently or temporarily prevents fulfillment of the agreement.

**Materialise** If the Buyer otherwise agreed in writing, the fees paid by Buyer to Materialise shall not be reduced by the Buyer's own or third party's intellectual property, know-how, trade secrets or confidential information, including but not limited to trademarks, patents, trade names, and other intellectual property rights.

Tel: +32 16 39 66 11

+32 16 39 66 00

www.

use.com

*[Signature]*  
*[Signature]*  
15/11/16

*[Signature]*



and trade secrets and manufacturing processes applied by Materialise in the course of rendering the services are, shall be and shall remain the sole and exclusive property of Materialise.

**Conditions of Payment** Except in the case where a special scheme of payment has been expressly agreed, all invoices are due 30 days after the date of invoice. Any possible protest must be communicated within 10 days after the day of invoice. Late payment will cause, ipso jure and without notice, a late payment charge of 1,5 % for each elapsed and/or started month. In addition, overdue amounts will be increased with 15% and, because of the higher costs of recuperation, with 20% for any sale abroad, with an absolute minimum lump sum of (the equivalent of) 50 EUR as a forfeit for indemnity. Offsetting


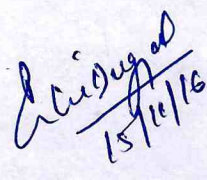

against any kind of non-approved counter-claims as well as execution of right of retention of goods shall be excluded unless established in court, undisputed or recognized by Materialise. Materialise remains the sole owner of the products until their entire payment, taxes included. Separate parts of an order can be invoiced separately. Materialise reserves the right to refrain from execution of further parts of an order, or of a following order, or to terminate a delivery, as long as the outstanding issued invoices remain unpaid.

**Governing Law and Jurisdiction** This Agreement shall be governed by the laws of the registered office of Materialise. Any dispute shall be submitted to the exclusive jurisdiction of the courts of the registered office of Materialise.

**Materialise**  
innovators you can count on



Technologieaan 15  
3001 Leuven - Belgium  
Tel. +32 16 39 66 11  
Fax +32 16 39 66 00  
[www.materialise.com](http://www.materialise.com)



REGISTERED AIR MAIL  
CENTRAL SCIENTIFIC INSTRUMENTS ORGANISATION  
SECTOR 30, CHANDIGARH-160 030 (India)

Phone: 0172-2652651, 2657811

FAX 0172-2657082/265726

No: CSIO/3(34)/2012-Pur

March 28, 2013

M/s Materialise NV,  
Technologielaan 15, 3000 Leuven,  
Belgium.

Ref: Quotation No. AA7/12/2012\_3000691 dated 9<sup>th</sup> March, 2013

Dear Sirs,

Please supply the following items against your above Quotation as per instructions given below:-

Sr. No	Description of Material	Qty.	Rate/each (US\$)	Total cost (US\$)
1.	3-matic Design Educational Fixed Perpetual License + maintenance 1 Yr.	One	36,000.00	36,000.00
2.	FEA Education Fixed Perpetual License + Maintenance 1 Yr.	One	17,500.00	17,500.00
3.	Mimics Base + STL+ Educational Fixed Perpetual License + Maintenance 1 Yr.	One	25,000.00	25,000.00
4.	Anatomical Reverse Engineering Module Education Fixed Perpetual License + Maintenance 1 Yr.	One	19,000.00	19,000.00
	Total			97,500.00
	Discount 50%			48,750.00
	Total			48,750.00
	Additional discount 10%			4,875.00
	Total			43,875.00
	- In addition to two days free training and 1 Year additional maintenance to be provide to CSIO, Chandigarh			

(US\$ Forty three thousand eight hundred & seventy five only)

- DELIVERY PERIOD:** 8-10 weeks
- MODE OF DESPATCH:** To be dispatched through our Freight Forwarder  
Partial shipment and transshipment are prohibited unless specifically agreed upon
- INSURANCE:** The dispatch particulars must be sent by fax to the undersigned to enable us to get the consignment insured in India for all risk. Failure to comply these instructions will make you responsible for damages/shortage/pilferage etc. noticed, if any.  
at the time of receipt of consignment at destination and you will make good the same at your cost.
- PAYMENT:** After receipt of material in good condition. Please send order acceptance alongwith bank details.
- DOCUMENTS:** Invoice in quadruplicate. The Invoice should indicate specification, quantity and the cost (strictly as per order), insurance and freight charges separately as well as the country of origin. Master Airway Bill in original with 3 copies Insurance certificate in duplicate and money receipt showing the amount of insurance charges actually paid for term.
- WARRANTY:** You will have to provide us a warranty for minimum period of 12 Months (comprehensive) against all manufacturing defects or faulty workmanship from the date of actual and satisfactory installation of the equipment. This must be stipulated in your order acceptance/acknowledgement.
- INDIAN AGENTS COMMISSION:** Agency Commission, if any, payable to your Indian Agents must be reduced from your Invoice. The same will be paid by us in Indian Rupees directly to your Indian Agents after receipt of goods in good condition and installation of the same at the destination. The percentage of Agency Commission payment must be indicated in the Invoice.
- CLEARANCE:** a) To facilitate speedy clearance through the Customs of India, you are requested please (i) indicate the reference No. of this order and date on the top of the consignment as well as in the 'Declaration Slip' and the Airway Bill. Address the consignment to the Director, Central Scientific Instruments Organisation, Sector 30, Chandigarh 160 030 (India).  
(b) Forward non-negotiable set of dispatch documents in duplicate direct to us well in advance consisting of Invoice giving full details of goods, quantity, volume etc., Packing list, Certificate of Origin, Manufacturer guarantee & Inspection certificate, name of carrier, AWB, Port of dispatch & expected date of arrival of goods in India & any other document(s) as and when required as per contract, failing which the demurrage paid to the Airport Authority in India will be recoverable from you/your Indian Agents.
- ACKNOWLEDGEMENT:** Please confirm your acceptance of this order with its terms and condition by return of post indicating the probable date of dispatch of consignment.
- INSTALLATION:** The firm or their Agents are required to demonstrate/install the equipment/instrument & training (without any extra charges) for the satisfactory installation of the equipment/instrument on its receipt at the destination within 30 days failing which the Liquidated Damages Clause will be applicable.
- MANUALS:** You are requested to include operation and maintenance manuals of the equipment with the consignment. Two extra copies of operation software if applicable on 3-1/2" hard diskettes/floppy may also be made available as pre-cautionary measure.
- LIQUIDATED DAMAGES:** Being a Research and Development Organisation, time is essence of the order the date of delivery should be strictly adhered to. Otherwise the Director of this Organisation reserves the right not to accept delivery in part or full and to claim the liquidated damages 1% per week subject to maximum 5% of value of the order.

P.T.O.

*Handwritten signatures and dates:*  
15/11/16  
15/11/16



13. Performance Bank Guarantee: Director reserves the right to ask for the performance bank guarantee for 10% FOB value of Scientific Equipment/instruments valid at least for warranty period after the satisfactory installation/commission of the equipment/instrument by you/your Indian Agents. The performance bank guarantee can also be accepted from your Indian Agents.

14. PRE-REQUISITE REQUIREMENT: In the case of supply of Scientific Instrument/Equipment/Machinery, you will intimate us well in advance the pre-requisite installation requirement of the goods so that the same is kept ready for installation.

15. The marking and documentation within and outside the packages shall be (a) each package should have packing list within it detailing the part No.(s) description, quantity etc. (b) Outside each package, the contract No. the name and address of the purchase and the final destination should be indicated on all sides and top (c) Each package should be marked as 1/s, 2/s, 3/s, .... x/x when X is the Total No. of packages contained in the consignment d) all the sides and top of each package should carry an appropriate indication/label/stickers indicating the precautions to be taken while handling/storage.

16. The contract shall be interpreted in accordance with the laws of Union of India and all disputes are subject to Chandigarh (India) jurisdiction.

17. In case of dispute, or difference, the matter will be referred to Arbitrator to be appointed by Director, General, Council of Scientific & Industrial Research, New Delhi (India) as per Indian/International Law.

18. Settlement of Disputes

a) The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

b) In the case the dispute is not resolved by mutual consultation, the dispute shall be referred to DG, CSIR & if he is unable or unwilling to act, the sole Arbitrator of some other person appointed by him willing to act as Arbitration. The arbitration proceeding shall be settled by arbitration in accordance with provision of Indian Arbitration & Conciliation Act 1996 (updated) in case of indigenous supplier. In case of Foreign supplier the dispute, if any shall be settled through an Arbitrator as indicated above. If it is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

c) The venue of the arbitration shall be the place from where the purchase order or contract is issued and the award of arbitration so appointed shall be final, conclusive & binding on parties to this order.

19. Governing Language: The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

20. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to the of jurisdiction of Purchaser's place.

21 (a). Notices : Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address.

b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22. (a). Taxes and Duties : For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

b) For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

23. Force Majeure Clause: For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. In such Force Majeure conditions supplier shall not be liable for forfeiture of his performance security (if any) or not at default for the purpose of Liquidated Damages clause. If Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions & cause thereof within 21 days of its occurrence.

24. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part.

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any delivery extension thereof granted by the Purchaser.

(b) The supplier fails to perform any other contractual obligation.

25. In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

a) The Performance Security is to be forfeited;

b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

c) however, the supplier shall continue to perform the contract to the extent not terminated.

Fall Clause

26. In case ordered material is supplied to any of the purchaser at a lesser price during the currency of the contract, you shall have to pass on the benefits/difference to us without any protest & delay, which may please be noted.

Yours faithfully,

( Mohinder Kumar )

Stores & Purchase Officer

Copy to:

Air Mail/SPEED POST

1. Indentor, Shri V.K.Meena, Computation Instrumentation, is requested to check up the items ordered & point out discrepancy, if any.
2. S.O.(Central Stores) - for information. They may inform Purchase Section immediately on receipt of consignment so that consignment could be got opened in the presence of Indian Agent. This is very important & urgent.
3. COFA/F&AO: OM of even number dated 28.03.2013 for Rs. 25,50,000.00 under Budget Sub Head P-50 Lab Infra.
4. Guard File
5. CDE.

NOTE:- ONE COPY OF THE ORDER MUST BE RETURNED DULY SIGNED & STAMPED AS A TOKEN OF ACCEPTANCE OF ORDER

*Signature*  
15/11/10

*Signature*

*Signature*