All-India Institute of Medical Sciences Ansari Nagar, New Delhi-29 (RESEARCH SECTION)

Ref. No. 32/Prop/N.S/A.S/22-23/Rs

Dated: - 01/03/23

Subject: Procurement of Ansys Mechanical and Computational Fluid Dynamics (MCFD) Software - 01 Nos Inviting comments thereon.

The request has been received from Dr. Ashish Suri, Professor, Dept of Neurosurgery, AIIMS, to purchase the subject item from M/s. ARK Infosolutions Pvt Ltd, on proprietary basis. The proposals submitted by M/s M/s. ARK Infosolutions Pvt Ltd, and Performa Invoice and Departmental 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. 32/Prop/N.S/A.S/22-23/Rs. The comments should be received by office of Stores Officer (RS), Research Section at AIIMS on or before 16/03/23 upto 12:00 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.

STORES OFFICER (RS)

Encl: Related documents enclosed.

- 7. PAC Certificate enclosed.
- 8. Performa Invoice

All India Institute of Medical Sciences

Fig. 5 Section Thew Delhi 3 1 JAN 2023

Ansari Nagar, New Delhi, India

To

The Store Officer Research Section, AIIMS, New Delhi. Date: 27-01-2023

Subject: Request for Purchase of Ansys Mechanical and Computational Fluid Dynamics (MCFD) software for AHMS+HT Delhi collaborative project code No I-1200 through GeM as closed system.

Dear Sir.

We are working on a AHMS + HT Delhi collaborative project with project code No I-1200. Kindly allow for purchase of Ansys Mechanical and Computational Fluid Dynamics (MCFD) software to assist with the mechanical characterization of 3D models of the brain, which have been developed using CT and MRI data and it will add enhancement and help to upgrade the pre-existing technology and give permission from the project I-1200 "Equipment" head.

We are enclosing the Technical Details of the same. Funds are available for the purchase as per sanction order attached. The Approximate cost is INR 29 Lakhs including GST (as applicable).

आयार्च/Professor

डॉ. जाशीव सुरी/Dr. ASHISH SURI

तंत्रिसा शल्य विभाग/Deptt. of Neurosurgery तंत्रिका विज्ञान केन्द्र / Neurosciences Centre

Thanking You, Yours Sincerely,

Prof. Ashish Suri

जाराताता. नई दिल्ली, भारत / AllMS, New Dolhi, India Principal investigator of the Project I-1200

Professor and Unit Head,

Dept. of Neurosurgery, AHMS, New Delhi

All India Institute of Medical Sciences, Ansari Nagar, New Delhi, India.

AHMS + HT-Delhi Collaborative Neuro-Engineering Project :

A meeting was held at Neurosurgery Skills Training Facility, Department of Neurosurgery, AIIMS, New Delhi on 23/01/2023 regarding the purchase of Ansys Mechanical and Computational Fluid Dynamics (MCFD) software from AIIMS + IIT-Delhi Collaborative Neuro-Engineering Project.

The purpose of this software is to assist with the mechanical characterization of 3D models of the brain, which has been developed using CT and MRI data. Additionally, it will be used to study the interaction of neurosurgical instruments with brain tissues.

The meeting was attended by Prof. Ashish Suri, Professor and Head Unit, Neurosurgery, AHMS, New Delhi and Principal Coordinator of the AIIMS +IITD Neuro-Engineering Projects & Prof. Deepak Joshi, Professor, Department of Bio-Medical Engineering, AIIMS + IIT Delhi and Prem K Kalra, Professor and Head and Department of Computer Science and Engineering, IIT Delhi Prof. Chetan Arora, Department of Computer Science and Engineering, IIT Delhi Co-Investigators of the Project respectively.

AIIMS+IITD committee agreed to purchase the Ansys Mechanical and Computational Fluid Dynamics (MCFD) software is the best software for this task and will provide accurate and reliable results. The requirement of this software to meet project objectives was approved.

डॉ. आशीष सुरी/Dr. ASHISH SURI आचार्ष/Professor

त्तरिका शल्य विभाग/Depit. of Naurosurgery संधिका विज्ञान केन्द्र/Neurosciences Ca अ महातका, मई दिस्ती, भरार/AliAS "

ा कालेग/PREM KUMAR KALRA स्थित है कि प्रति के स्थापन के स्था Dept of Computer Science & Engg

भारतीय प्रौद्योगिको संस्थान दिल्ली/IIT Delhi होज सास, नई दिल्ही/Hauz Khas, Naw Delhi-16

Dr. Deepak Joshi Associate Professor Centre for Biomedical Engineering

Indian Institute of Technology Delhi Hauz Khas, New Delhi-110016

TOUR REAL DISTRICTS 10129501

_{सर्/Associate Professor} 02 त्राम कंग कंगीनारिंग किला Dept. of Comp. Sci. & Engineering धारतीय प्राव्योगिकी संस्थान विस्ती/IIT Delhi होज खास, नई दिल्ली/Hauz Khas, New Delhi-16

DOP HOP N All India in Ansari Nagar, New Delhi-110029

ALL INDIA INSITITUTE OF MEDICAL SCIENCES ANSARI NAGAR, NEW DELHI-110029

RESEARCH SECTOIN

PROPRIETORY /SPECIFIC BRAND GOODS CERTIFICATE

1. Item/ Type/Model No. required alongwith specification.

Ansys Mechanical and Computational Fluid Dynamics (MCFD) software

2 Is the item a spare parts attachment or accessory for an existing quipment.

Yes, Accessories of the existing system as Closed system

3. Name of the manufactures/ supplier of the item proposed by the Indentor.

Orginial make ANSYS Inc. USA

4. the sole manufactures/ sole distributors of the item.

Vee

there anv other item with similar/equivalent specification available in the market to meet the job requrement envisaged. If the answer is yes, why the same can't be procured . Demanding officer should bring out comparative fuctional advantages/ cost effectiveness of the recommended item these offered by other.

No, Closed System, ANSYS Inc, USA

6. What ewre the efforts made to locate alternative source of supply or use other substitutes.

The purpose of this software is to assist with the mechanical characterization of 3D models of the brain, which have been developed using CT and MRI data. Additionally, it will be used to study the interaction of neurosurgical instruments with brain tissues

7. Why open/limited tender can't be resorted to, for locating alter native source.

The license of Proprietary item for the specified Software

8. Are the propriatory items certifying that the rates are reasonable or not

Yes, Reasonable, Budgetary quotation from distributor enclosed.

9. Any other justification for procuring item single source.

ANSYS Inc, USA is the only manufacturer of Ansys Mechanical and Computational Fluid Dynamics (MCFD) software for mechanical characterization of 3D models of the brain, which have been developed

using GT and MRI data which is close system

DR. KAMAN DEEP SINGH

Signature of Indentor (Remanding Officer)

डॉ. आसीव युरी / DC ABHIS MEURI आयार्य/Ppincipal Investigator of I-1200

तिवस राज्य विभाग / Deptt. of Neurosurgery

egrtify that the item at Sr. No. I above is required to be processed on single tender pass as the source of supply is Dasingtely known the specified brand proposed was advertages in meeting our functional requirements and limited Associate professor could be dispensed with as they would serve no useful purpose in this particular case.

Hauz Khas, New Delhi-110016

Associate Prejessor विश्वान और इंजीनिक्किंग दिला Dept. of Comp. Sci. & Engineering प्रकृष्ण जा प्रवासम् , उपा. व दासुमार्टमासु भारतीय प्रोद्योगिकी संस्थान दिल्ली/IIT Delhi होज सास नई दिल्ली/Hauz Khas, New Delhi-16

प्रेम कुपार कालरा PREM KUMAR KALRA प्रोक्तिर एवं अध्यक्ष / Professor & Head कांम्प्यूटर विज्ञान और इंजीनियरिंग विभाग Dept of Computer Science & Engg

ततीय प्रौद्योगिकी संस्थान दिल्ली/IIT Delhi होज खास, नई दिस्ती/Hauz Khas, New Delhi-16

Technical Details of Ansys mechanical and computational fluid dynamics (CFD) software

Solver Capability

ANSYS Mechanical Enterprise (Includes Autodyn, Fatigue Module, Asas, Aqwa)

ANSYS Rigid Dynamics (Rigid Body Dynamics)

ANSYS CFX

ANSYS Mechanical User Programmable Features

(USER300 & related commands)

ANSYS Fluent (Including NOx, Fiber, MHD, Population Balance Modules)

ANSYS Fluent Fuel Cell Module

ANSYS Polyflow

ANSYS Icepak

ANSYS CHEMKIN-Pro, FORTE, Reaction Workbench, Encrypted Non-Member

ANSYS FENSAP-ICE, Optigrid and Viewmerical

ANSYS Additive Suite & Additive Print

ANSYS ROM Builder

Ansys LS Dyna

Discovery Ansys Discovery contains Space Claim modelling

MCAD Geometry Interfaces

Neutral File Import (IGES, STEP)

Import most common MCAD formats via SpaceClaim (Replaces Alinks for MCAD)

ANSYS Geometry Interfaces for Parasolid & SAT

ANSYS Geometry Interfaces for SolidEdge, Solidworks, Autodesk, NX

ANSYS Geometry Interface for CATIA V5 & V6 Reader

ANSYS Geometry Interface for Creo Parametric & Elements/Direct Modeling Geometry Interface for JT

Pre & Post Processing Features & Workbench Applications

ANSYS PrepPost (Includes ANSYS M-APDL Prep7, Post1)

Workbench Schematic (Project Page)

ANSYS DesignModeler ANSYS Customization Suite (ACT)

ANSYS Workbench Meshing (Includes Extended Meshing) ANSYS Workbench System Coupling (FSI with ONE license)

ANSYS Workbench Acoustics

ANSYS DesignXplorer

ANSYS Workbench Mechanical Application (Simulation)

ANSYS Workbench Resources (Engineering Data)

ANSYS Workbench Design Point Updates

ANSYS Composite PrepPost

ANSYS CFD PrepPost (Includes Mesh Morpher, TurboGrid)

ANSYS Blademodeler (Bladegen, BladeEditor & VISTA CPD, CCD, AFD & RTD)

ANSYS EnSight Enterprise (includes EnVision Pro)

ANSYS Workbench Topolgical Optimization

SANTANU KUMAR BORA DAS Minimum Recommended System Requirements Je ci Ne

Dr. De De Serventh at least 16 cores

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Centre for Bience Bitat ERgA Mehased on problem size.

Indian Institute an achieve and discharge with all client machines is the property of the prop

Hauz Khasi New Philige 100 to panel display. Dual monitors are often desirable

प्रोपेतर एव धनाव / Professor & Head कंन्यूटर विज्ञान और इंजीनियरिंग विशाग Dept of Computer Science & Engg

₹/Associate Professor

डॉ. शासीय पुरी / Dr. ASHISH SURI आयार्थ / Prefessor

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त्तितात राज्य विभाग/Deptt of Neurosurgery तंत्रिका विज्ञान केन्द्र/Nourosciences Centre इत्या आत्रात, नई दिल्ली, भारत / AllMS, New Delai, India



Ref: ARK/AIIMS/AKP/ANS250127/1

Date: 27th January 2023

To,
Prof. Ashish Suri,
Department of Neurosurgery
All India Institute of Medical Sciences
Sri Aurobindo Marg, Ansari Nagar, New Delhi, 110029

Sub: Proposal for ANSYS Academic software

Dear Sir,

We convey our sincere thanks to you for your keen interest in "ANSYS's Academic Software Solutions" for your esteemed institute.

ARK is formed with a vision of "Building the Gap between Industry and Academia through Skill Development'. We are the "VAD -Value Added Distributor" for ANSYS in India.

More than 40,000 customers around the world use ANSYS software. These include 96 of the top 100 industrial companies on the FORTUNE 500 list. Our customers represent a wide range of industries, including aerospace, automotive, electronics, energy, materials and chemical processing, turbomachinery, academia, civil engineering, consumer products, healthcare, sports, and others. ANSYS Academic products are used by thousands of universities and colleges in over 60 countries, with tens of thousands of users globally.

ANSYS provides outstanding value, laying the foundation for educational and other opportunities that arise from using best-in-class engineering simulation tools. The low-cost, high-performance bundles of ANSYS simulation technology include structural, thermal, fluid dynamics, explicit dynamics, electronics and multi-physics solvers, ANSYS Workbench, CAD import tools, solid modeling, advanced meshing, and post-processing features.

Please find the detailed proposal for "ANSYS Academic" for your reference overleaf.

Looking forward towards becoming yours implementing business partners & assuring you best of our services all the times.

Thanks & Regards
For ARK Infosolutions Pvt. Ltd.





ANOOP PANDEY

REGIONAL MANAGER - HIGHER EDUCATION

+91 88600 74233 / +91 99714 35111 anoop pandey@arkinfo.in



कीं, इत्तर्गोष पूरी/Dr. ASHISH SURI बरानार्थ/Professor एतिका शस्त्र विभाग/Depit of Neurosury विभाग विज्ञान केन्द्र/Neurosulences C इ.स.ज.स. नई दिन्ही, शरद/AIMS, New P

ARK Infosolutions Pvt. Ltd. Khemka Square, A-19, Second Floor, Sector-4, Noida-201301, +91-0120-4555666

Regd. Office: F-28, Okhla Industrial Area, Phase-1, New Delhi-110 020 (INDIA) info@arkinfo.co.in | www.arkinfo.in | CIN: U72900DL2012PTC238615





Commercials

r. No.	Particulars (Server Based License)	QTY.	Base Price in ₹	GST- 18% in ₹	Price incl. GST in ₹
1	ANSYS Academic Mechanical + CFD 5 Task Research License Perpetual license with 3 years TECS/AMC Single User ALH Subscription for 3 years (Latest version 2022R2)	1	2518550	453339	2971889

General Terms and Conditions:

- ➤ Please place your purchase order on: "ARK Infosolutions Pvt. Ltd., A-19, Sec 4 Noida 201301".
- ➤ Licenses Type- Perpetual (Permanent)
- > Installation: Online/offline installation of latest version free of charges.
- ➤ Delivery: Within 4-6 weeks on receipt of your PO, Signed Agreement form & Server details.
- ➤ Validity: Above prices are valid till 20th March 2023.
- > TECS/Warranty: includes (Free Updation, Access to Customer Portal, Online Technical Support & maintenance).
- Payment: 100% against e-delivery of software.
- GST No.- 09AAKCA7602H1ZM
- CIN No.-U72900DL2012PTC238615
- PAN No.-AAKCA7602H

Thanks & Regards
For ARK Infosolutions Pvt. Ltd.



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ANOOP PANDEY

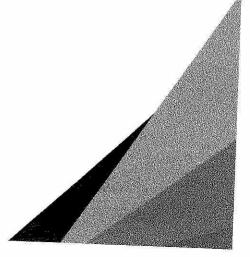
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Detailed Features

Features Offered in ANSYS Academic (Mech, CFD & HF)(Latest Version)

ANSYS License Manager (ansysImd)

Solver Capability

ANSYS Mechanical Enterprise (Includes Autodyn, Fatigue Module, Asas, Aqwa)

ANSYS Rigid Dynamics (Rigid Body Dynamics)

ANSYS CFX

ANSYS Mechanical User Programmable Features

(USER300 & related commands)

ANSYS Fluent (Including NOx, Fiber, MHD, Population Balance Modules)

ANSYS Fluent Fuel Cell Module

ANSYS Polyflow

ANSYS Icepak

ANSYS CHEMKIN-Pro, FORTE, Reaction Workbench,

Encrypted Non-Member

ANSYS FENSAP-ICE, Optigrid and Viewmerical

ANSYS Additive Suite & Additive Print

ANSYS ROM Builder

Ansys LS Dyna

Discovery

Ansys Discovery contains Space Claim modelling

MCAD Geometry Interfaces

Neutral File Import (IGES, STEP)

Import most common MCAD formats via SpaceClaim (Replaces Alinks for MCAD)

ANSYS Geometry Interfaces for Parasolid & SAT

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Pre & Post Processing Features & Workbench Applications

ANSYS PrepPost (Includes ANSYS M-APDL Prep7, Post1)

Workbench Schematic (Project Page)

ANSYS DesignModeler

ANSYS Customization Suite (ACT)

ANSYS Workbench Meshing (Includes Extended Meshing)

ANSYS Workbench System Coupling (FSI with ONE license)

ANSYS Workbench Acoustics

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ANSYS Workbench Topolgical Optimization

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ANSYS CFD PrepPost (Includes Mesh Morpher, TurboGrid)

ANSYS Blademodeler (Bladegen, BladeEditor

& VISTA CPD, CCD, AFD & RTD)

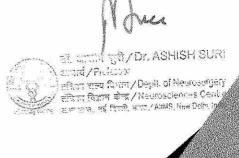
ANSYS EnSight Enterprise (includes EnVision Pro)

Minimum Recommended System Requirements

- A processor with at least 16 cores
- Windows 64bit Operating System, Window 10 or Window server OS 2016, 2019
- 8 GB+ of RAM based on problem size.
- LAN network (Communication with all client machines).
- 17" or larger flat panel display. Dual monitors are often desirable.

ARK Infosolutions Pvt. Ltd. Khemka Square, A-19, Second Floor, Sector-4, Noida-201301, +91-0120-4555666

Regd. Office: F-28, Okhla Industrial Area, Phase-1, New Delhi-110 020 (INDIA) info@arkinfo.co.in | www.arkinfo.in | CIN: U72900DL2012PTC238615





Ansys Software Private Limited Prestige Tech Park, 2nd floor, Mercury Block (2B), Kadubeesanahalli Village, Varthur Hobli, Outer Ring Road, Bangalore East Taluk, Bengaluru - 560103

/ T: +91. 80.67722500 / T: +91. 80.49010800 / F: +91. 80.67722600

www.ansys.com

The Director
All India Institute of Medical Sciences
Sri Aurobindo Marg, Ansari Nagar

Dt. 23.01.2023

New Delhi, 110029 Kind Attn: Prof. Ashish Suri (Department of Neurosurgery)

Sub: Proprietary cum Authorization Letter for Ansys Academic Products

Dear Sir,

We wish to inform you that Ansys Software Pvt. Ltd. is a wholly owned subsidiary of ANSYS Inc., USA with full rights to license all Ansys Inc. products namely, Ansys MECHANICAL with Autodyn, Ansys CFD, Ansys MECHANICAL CFD, MAXWELL 2D/3D, Ansys HFSS, Ansys LS Dyna, Ansys Lumerical and Ansys Spaceclaim Direct Modeler.

All the above products are "PROPRIETARY" to ANSYS Inc., USA.

Kindly note that "M/s ARK Infosystems Private Limited" is our authorized partner to quote, sell and support for the Ansys Software requirements at your esteemed Institute.

Purchase order to be placed on:
M/s ARK Infosystems Private Limited,
A-19, Sec 4, Noida 201301,
Gautam Buddha Nagar, Uttar Pradesh, India

Should you have any queries about Ansys or M/s ARK Infosystems Private Limited, please feel free to contact me directly on +91- 7428688755 or via e-mail at <a href="mailto:mailt

Through this authorization letter, we would also like to inform you that notwithstanding your Terms of purchase & Terms offered by our above stated partner Ansys Software Pvt Ltd would be responsible only for the following Support Terms-

- The Ansys Products purchased by you from our partner would carry 12 months TECS
 (Technical Enhancement & Customer Support)/Lease from the date of generation of license
 key. During this period, the Institute shall receive all the necessary upgrades & updates, as
- Customers under TECS would also have access to Ansys Academic support as per the web url http://www.ansys.com/Industries/Academic/Tools/Technical+Support

Yours sincerely,

for Ansys Software Pvt Ltd,

Manish Kunny

Manish Kumar Academic Sales Manager – North & East



ुत/Dr. ASHISH SU²² ्रेडिडिडिंग ्रा शस्य दिवारा/Deptt of Ne स्टिया विज्ञान केंद्र/Neuroscie ब्राम्य सम्बद्धाः सम्बद्धाः अस्तर्भाग्रहः



Date: 27th January 2023



Ref: ARK/AIIMS/AKP/ANS250127/2

To, Prof. Ashish Suri, Department of Neurosurgery All India Institute of Medical Sciences Sri Aurobindo Marg, Ansari Nagar, New Delhi, 110029

Sub: Price authentication for ANSYS software.

Dear Sir,

With reference to your requirement of ANSYS software at AIIMS Delhi and our quotation vide reference no.: ARK/AIIMS/AKP/ANS250127/1 dt. 27-01-2023, it is to confirm that we have quoted best price to your Institute and the price is duly cleared by OEM Ansys.

The ANSYS Software license quoted to you with the same number of Users/Task/Version has not been supplied to any of the Educational Institution in India at a lower price than quoted to you during the last six months from the date of this letter. However, the prices are subject to variation on account of USD/INR fluctuations prevailing at the time. Wherever if institute found any supply of software with the same number of Users/Task/Version lower than Quoted to AIIMS Delhi in last 6 months then we will refund the difference amount

We also confirm that the quoted prices are educational price. For reference few PO listed below.

Sr. No.	Institute Name	7	
	Visvesvaraya Technological University	PO Value in INR	Year
2	GITAM (Deemed to Be University)	72,96,611	2022
3	IIITM Jabalpur	1,40,00,000	2022
4		28,35,000	2017
	Sant Longowal Institute of Engineering and Technology	18,00,000	2022

Note: Quoted price may change if there is a price revision effected from OEM(Ansys).

Should you need any clarification, feel free to contact the undersigned. Assuring you the best of services always.

Thanks & regards,

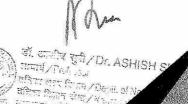
For ARK Infosolutions Pvt. Ltd.



Anoop Kumar Pandey Regional Manager- Higher Education +91 9971 435 111 anoop.pandey@arkinfo.in

ARK Infosolutions Pvt. Ltd. Khemka Square, A-19, Second Floor, Sector-4, Noida-201301, +91-0120-4555666

Regd. Office: F-28, Okhla Industrial Area, Phase-1, New Delhi-110 020 (INDIA) info@arkinfo.co.in | www.arkinfo.in | CIN: U72900DL2012PTC238615





'ಷ್ಟಾನ ನಿಂಗರು', ಜಿಕ್ಕರಾಣ-ಆಕರ ೨೦೮, ಕನಾರುಕ ರಣ_{ನ್ನು} ಭಾಷಕ VISVESVARAYA TECHNOLOGICAL UNIVERSITY (State of the Court of State of the Court of

Registrar

"Inana Sangama", Belogavi -San 018, Kurnataka State, India

Ph. No 6834-2458109

bax No (0831)2-105467 Websites www.wie.ac.in

Ref. VIU BOM SAFTWICH DED H VIOLEN 2.636

PURCHASE ORDER

Tu. M s. ARK Info Seletions Pvt. Ltd., 120. Patalanama Temple Road. Jayanngara Hast, Jayanngara Ist Block, Jaya Nagar, Bengaluru - 560 041.

Sir.

Sub: Up-gradation of ANSYS Academic Research Mechanical and CFD Software to VTU

PG Centre, Belagavi, Kalaburgi, Mysuru and Muddenahalli - reg.

Ref: 1. Your quotation No. ARK/VTU/Tecs dtd.29/07/2022. 2. Your Price Negotiation Letter No. ARK/VTU/Tecs dtd.08-08-2022.

3. Hon'ble Vice-Chancellor order dtd.11-08-2022.

Further to the above, we are pleased to place the orders on you, for the subject mark, as pur the following Schedule of Prices and subject to the Terms and Conditions as indicated below.

L SCUENU E AE PRICES.

SL No	Description of Software	Qıy	Price Offered
1	ANSYS Academic Research Mechanical & CFD (37 tasks/users) Perpetual with latest version. Up-gradation of ANSYS Academic Research Mechanical & CFD, TECS/AMC upgrade for one year	01 Bundle of 37 Tasks / users	Rs.72,96,611/
2	ALH – ANSYS Learning Hub Subscription - 04 No's Annual Lease LS – DYNA Solver Annual Lease 01 Task (bundle of 25)	.04 No's 01 Task	
	A CONTROL OF THE CONT	GST 18% =	Rs.13,13.389
a retrieve	Total Amount (Incl	usive of GST) =	Rs.8a.10,63ac
	(Rupees Eighty Six Lakh Ten Thousa	nd oafy)	to estate

II: TERMS & CONDITIONS:

- 1) Prices:
 - i) FOR Destination.
 - ii) Inclusive of GST as applicable.
 - iii) Supply and Installation.

डॉ. आशीव सुति/Dr. ASHISH SURI आनार्च / निर्मातिक विकास पास्य विकास / Depth of Removembery हरित कित केर/भटन विकास हर । भारत के रिति केर्स के हैं

2) Payment:

- a) 95% after Supply and Installation of the subset with the specified boot energy signed by VIU & ARK 1sto Scholl as Pvi. 144. Bengaluru.
- C) Balance 05% of the ordered value to be released after successful completion of the marriage period and completion of all contractial obligations or 166% payment will be made, after giving 5% of the rotal bill amount as a Fixed Deposit/Demand Drafts/Bank Guntanice (FD/DD/BG et all be valid for the period of 14 months from the date of installation).
- c) Against Tax Invoice in Duplicate, proferred in the name of the Registrar, VIU Belagavi, stuly certified by the Chairperson / Programme Co-ordinator, Dept. of Mechanical Engineering, VII PG Centres of Belagavi, Mysuru, Kalaburgi and Muddenshalli.
- d) Against recovery of Statutory Levics as applicable from the bills, while effecting paymant.
- of Against Photocopy of IT PAN Card.
- f) GST Registration Certificate.
- 3) Technical Support: Technical support and product updates will be provided for Lycar.
- 4) Delivery: The ordered software shall be supplied and installed within 4 weeks from the date of receipt of order at the Specified locations and Tasks will be distributed by Chairpers in Dept. of Mechanical Engineering. VTU PG Centre, Belagavi.

5) Installation:

- a) The company shall deploy experienced Engineer onsite for configuration and installation of the appliance and ensure the smooth functioning of the Software at Belagavi, Mysama Kalburgi and Muddenahalli.
- b) In the warranty period Free Updation, Access to customer portal, online technical support and maintenance should be provided.
- c) Any other technical assistance required as and when should be supported by the complexy.
- 6) Consignee: The Chairperson / Programme Co-ordinators of VTU PG Centres, Beligavi, Mysch , Kafaburgi and Muddenahalli.

7) Location of Delivery and Installation:

- a) Dept. of Mechanical Engineering, VIII Prog Graduate Centre, Belogastic
- b) Dept. of Mechanical Engineering, VIII Post Onable de Centre, Mys adu
- c) Dept. of Mechanical Engineering, VII Bost Gendune Centre, Kalaba gis

Y.

डों. आशीय पुरी∳Dr. ASHISH SURI व्यामार्थ/Frc4-.ऽअ वितिक शस्य द्विपान/Deptt of Newcougery

हिंदित विज्ञान केन्द्र/Neuroptienus Collid

- 8) Support / Warranty: One year from the date of mytoff. If a and Service Support 24 X 7 by ANSYS Software Pvt. Ltd., Bengaluru / ARK Info Software Pvt. Ltd., Bengaluru / militari NBD.
- 9) Security Deposit: 5% of the order value to be released efter successful conglisher militars NBD, period and completion of all contractual obligations or after submission of 5% of the truling amount as a FD/DD/BG (FD/DD/BG will be for the period of 14 Months find the day of installation)
- 10) Contract agreement: The subject Contract shall be executed in the prescribed professive endored on a Rs. 160%. Stanged paper immediately by ARK bifo Schulions Pvt. Ltd., Bengalian being attested as witness in the original Contract agreement form.

11) Acceptance of Materials:

The Material Equipment/Software Soft lied shall be subject to inspection by the Purchaser, who as decision shall be final Material/Equipment/Software not found in line with the specification is liable to be rejected at the Supplier's Risk.

12) Disputes:

In the event of any dispute arising out of the contract, in regard to the Terms and Conditions mentioned above, the decision of the Purchaser shall be final and binding on the Supplier.

Please acknowledge the receipt of this order.

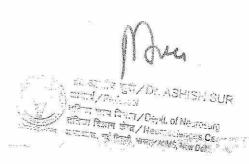
Yours faithfally.

REGISTRAR

OK NO.

Copy to:

- 1. The Secretary to Hon'ble Vice Chancellor, VTU for information.
- 2. The Finance Officer, VTU for information.
- 3. P.S. to the Registrar, VTU for information.
- 4. The Chairperson, Dept. of Mechanical Engineering, VTU PG Centre, Beligavi for information and needful action
- The Programme Co-ordinator, Dept. of Mechanical Engineering, VTU PG Centre, Mysuru for information and needful action
- 6. The Programme Co-ordinator. Dept. of Mechanical Engineering, VIII PG Centre, Kalabat, I for information and needful action
- The Programme Co-ordinator. Dept. of Mechanical Engineering. VPB PG Centre. Muddenahalli for information and needful setting.
- 8. Office copy.





PURCHASE ORDER

Vendor Details:

ARK INFOSOLUTIONS PRIVATE LIMITED

PO No.

: POD-GU/VTZ-CAO-GON/22-23/93

Authorised Signatory

PO Date

: 23/09/2022

VENDOR S.No	Basavanagudi, Bengaluru , 4 R GST.NO.: 29AAKCA7602H12 Name of Product / Servic	IZK Phone	: 9741696	6784		Quotati		/08/202	?-23 { PP - 238 ?2	
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Delivery	Period / Completion Time:	: Activation	of the soft	ware si	hall b⊯		Tax Amount : SGS	T		
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Gandhi Institute of Technology & Management (GITAM)

বিশিশ বিভাগ উপ্∕ Neure Felices Centre

Enclosure to Purchase Order No: POD-GU/VTZ-CAO-CON/22-23/93 Dated:23.09.2022

COMMERCIAL TERMS AND CONDITIONS

Definitions:

Purchaser: Purchaser means Gandhi Institute of Technology and Management (herein after referred to as 'GITAM' or "Purchaser" or "Buyer")

Supplier: "Supplier" or "Seller" means the company or individual in whose favour the Purchase Order is issued

Party: Either GITAM or the Supplier individually are referred to as 'Party'

Parties: GITAM and Supplier together are referred to as 'Parties'

For all purposes the Purchase Order along with its annexures, attachments, drawings, documents, technical specifications, bill of guantifies along with these Commercial Terms and Conditions shall collectively be referred to as the "Contract" and the said Contract shall govern the supplies I works executed by the Supplier pursuant to the Purchase Order and shall be a legally binding contract.

1. ENTIRE AGREEMENT

Written acknowledgement of this Purchase Order or commencement of performance by Supplier whichever occurs first shall constitute acceptance of this Purchase Order and these Commercial Terms and Conditions herein set forth. The terms of this Purchase Order contain the entire agreement between the parties. No modifications of the terms of this Purchase Order shall be valid unless accepted in writing by GITAM. GITAM shall not be bound by any printed matter on any and all of Supplier's documents. The conditions mentioned here shall supersede all other conditions whether written or oral including the conditions put forth by the Supplier in their document(s)/ Website(s).

2. PRICE BASIS

The material/equipment/goods shall be delivered to GITAM Campus indicated in the Purchase Order based on the Contract Price indicated therein. The Contract Price is FIRM and FIXED and on F.O.R. site basis including the cost towards supply, loading, packing, forwarding, freight, transit insurance, unloading, installation, testing, commissioning and training at GITAM Campus.

3. SHIPPPING, PACKING AND FORWARDING

Supplier shall mark, pack and/or crate the goods worthy for air transportation. Supplier shall be held liable for any loss and damage (including scratches) to the goods which are due to improper or insufficient packing and/or crating. The packing, forwarding and/or crating costs are deemed to be included in the Contract Price. Supplier shall ensure Purchase Order number, description of goods, packing details such as weight, volume and quantity are all clearly indicated in the shipping documents. Supplier shall always remain responsible for obtaining and maintaining relevant Insurances (including but not limited to transit insurance) for all Purchases executed under or in accordance with this Purchase Order.

4. TAXES AND DUTIES

Taxes and Dutles shall be as indicated in the Purchase Order

5. PAYMENT TERMS

GITAM shall make payments for the materials/equipments/Goods delivered to the project site at specified GITAM Campus. Payment Terms shall be as indicated in the Purchase Order.

6. DELIVERY PERIOD / TIME FOR COMPLETION

Time is of the essence for Purchase Order. The supplies shall be successfully completed in all respects and handed over to GITAM on or before the delivery period/time for completion date indicated in the Purchase Order. Supplier shall perform and fulfill all its obligations stated in the Purchase Order as per the Delivery Period / Time for Completion mentioned in the Purchase Order and shall be liable for any delay in completion of the supplies due to Supplier's negligence or fault. GITAM shall be entitled to deduct or claim from the Supplier by way of setoff from Supplier's invoice or by other appropriate method for any cost incurred in connection with any delay in the successful completion of the supplies. In GITAM's opinion if the supplies are likely to get delayed, upon notifying the Supplier in writing, GITAM is entitled to take all necessary actions to mitigate the delay to successfully complete the supplies at Supplier's risk and cost. Wherever training is required the Supplier shall provide on-site training to GITAM personnel at no extra cost to

Page 1 of 6

डॉ. कामांच पुरी / Dr. ASHISH SURI कारार्च / Frofessor वित्रित शस्य विभाग / Deptt. of Neurosurgery वित्रित विश्रान केन्द्र / Neurosurences Centre मा अस्त्र प्राप्त, नर्ग दिन्ही, शास्त्र / ANNS, Rew Dolls, India 多

Enclosure to Purchase Order No. POD-GU/VTZ-CAO-CON/22-23/93, dated 26th August 2022

7. SPARES AND CONSUMABLES

Supplier shall ensure that the spares and consumables required for smooth functioning of the Equipment shall be available for atleast 5 (five) years (if not specifically indicated in the Purchase Order) after successful installation and commissioning the equipment at Site.

8. TITLE AND RISK OF LOSS

Except as otherwise provided in the Purchase Order, all materials/equipments/goods furnished by the Supplier under the Purchase Order shall become the property of GITAM upon payment thereto or upon delivery, whichever occurs first. Notwithstanding the foregoing, Supplier shall be responsible for and shall bear any and all risks of loss or damage to the supplies until the same are taken over by GITAM in accordance with the terms and conditions of the Purchase Order.

9. QUALITY, ENVIRONMENT, HEALTH AND SAFETY STANDARDS

All supplies shall be free from defects and be of best quality desired by GITAM and/or to such specifications, plans. All supplies must strictly comply with all the applicable codes required by law and the relevant authorities. Supplier shall be responsible for all inspection and testing specified in the Purchase Order or required by law, applicable codes and good manufacturing and industry practice.

10. DAMAGED OR NON CONFORMING MATERIALS/EQUIPMENT/GOODS

Supplier shall ensure that the materials/equipment/goods supplied shall be new and defect free. GITAM reserves its right to reject or revoke acceptance of non-conforming goods, or to avail itself of any other remedies to which GITAM may be entitled. Such rejected Goods shall be made good by Supplier at no additional cost to GITAM within mutually agreed time period.

11. INSPECTION, TESTING AND REJECTION OF WORKS

Unless specifically waived by GITAM, Supplier shall maintain a proper inspection system as per good manufacturing and industry standards for the supplies against the Purchase Order. Records of such inspection shall be made available to GITAM during the performance of the Purchase Order. GITAM reserves the right to reject or revoke acceptance of non-conforming goods, or to avail itself of any other remedies to which GITAM may be entitled under the law. Supplier shall execute supplies / works in accordance with the Purchase Order and shall be liable for any loss or damage GITAM may suffer as a result of non-compliance to the terms and conditions of the Purchase Order.

12. CHANGE ORDER

By written order, GITAM may, at any time or from time to time, order work suspensions or changes in quantities, drawings, designs, specifications, place, time or mode of delivery, methods of shipment and packaging, etc. to be furnished by the Supplier. The amount to be added to or deducted from the Purchase Order price shall be determined by GITAM in accordance with the rates specified in the Purchase Order. Where rates are not contained in the Purchase Order or are not applicable then the amount shall be such sum shall be reasonable as per prevailing market rates and agreed by GITAM and the Supplier.

13. WARRANTY

In addition to all warranties provided or implied by law and without limitation the Supplier hereby warrants (i) the goods furnished and/or Works executed pursuant to the Purchase Order shall be free from defects in design, material, workmanship and title and, notwithstanding the generality of the foregoing, shall precisely conform in all respects to the and (iii) in the event more extensive warranties are customarily offered by Supplier to any customer, such additional warranties which are favorable to GITAM, shall be automatically included herein. Warranties shall survive for a period of not less than 12 (twelve) months or for the duration indicated in the Purchase Order, from the date of successful installation, testing, commissioning of the material/goods/equipment supplied at GITAM's project site. ("Defects Liability Period"). The Supplier shall be responsible for making good by repair or replacement at his expense, within 3 days or within mutually agreed time from the date the GITAM intimates the Supplier, any defect in or damage to any part of the Works which may appear or occur during the Warranty Period and which arises either from any defective materials, workmanship or design, or from any act or omission of the Supplier done or omitted during the said period. Neither acceptance nor any inspection shall waive any breach of warranty. In addition to the aforesaid remedies for breach of warranty. GITAM may, at its sole discretion accept non-conforming goods and Supplier will agree to an equitable adjustment in price.

For avoidance of doubt it is clarified that the equipment supplied pursuant to the Purchase Order shall be free from defects in design, material, workmanship and title and, notwithstanding the generality of the foregoing, shall precisely conform in all respects to the terms and requirements of the Purchase Order. The Warranty period shall be minimum of 12 (twelve) months from the date of installation and commissioning of the equipment at site.

Page 2 of 6

डॉ. C. . । तुर्ति / Dr. ÁSHISH SURI आवार्ष / Pr/ आव

) যাসিকা করে মিনাস / Depill, of Neurosurgery ব্যক্তিয়া বিজ্ঞাপ ক্রম / Neurosciencus Centre জনমান্ত্র, সুষ্ঠ বিজ্ঞা, সার্চ্চ / AllMS, New Dolls, India . Enclosure to Purchase Order No. POD-GU/VTZ-CAO-CON/22-23/93, dated 26th August 2022

14. DELAY IN REMEDYING DEFECTS

If the Supplier does not take action to remedy any such defects or damages within 3 days or within mutually agreed time from the date GITAM intimates the Supplier, GITAM may proceed to do the work at the Supplier's risk and cost provided that he notifies the Supplier of his intention to do so.

The cost incurred by GITAM shall be debt due from the Supplier to GITAM and GITAM shall be entitled to recover either from the monies due to the Supplier or through any other remedies available to GITAM under applicable law.

15. INDEMNITY AND INSURANCE

Supplier shall, at its own expense, hold harmless, defend and indemnify GITAM, its officers, directors, employees, controlling persons, and its agents against any loss, damage or liability or cost of investigation (including legal fees) for (i) any loss, material damage, property damage or physical injury, whether occurring on GITAM premises or elsewhere, caused in whole or in part by the action or omission of Supplier, agents and/or its sub-vendors/sub-Suppliers and (ii) any actual or claimed infringement or violation of any existing or future patents, trademarks, trade secrets or similar rights with respect to any item furnished under this Order. Supplier shall at its cost, procure and maintain all insurances required under law to successfully complete the supplies / works including but not limited to (i) CAR policy equivalent to 100% value of the Supply Order with suitable third party liability , (ii) Workmen Compensation Insurance as per Workman Compensation Act against accident(s) etc., to Workmen in respect of personal injuries or death arising out of or in the course of or by reason of the carrying out of the Works including any liability of the Supplier under the Workmen's Compensation Act or any subsequent modification or re-enactment of such Act. Such Insurance shall include Supplier's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This insurance shall valid till end of Defects Liability Period under the Contract. (iii) Motor Vehicle insurances for any and all vehicles used and/or deployed at the Project Site for execution of the supplies / works, etc. valid till successful completion of the supplies / works, to cover any liability stipulated herein and hold GITAM harmless against any such damages and liability. Such insurance shall include GITAM as additional insured and the Supplier shall waive rights of subrogation and cause its insurers to waive rights of subrogation against GITAM.

16, TERMINATION OF THE PURCHASE ORDER FOR CONVENIENCE

GITAM may be terminate the Purchase Order in whole or in part at its convenience in accordance with this clause at any time or from time to time whenever GITAM shall elect. Any such termination shall be effected by issuing to Supplier a Notice of Termination specifying the extent to which the supplier and/or works are terminated and the date upon which such termination is effective. Upon receipt of any such notice, Supplier shall unless the notice required otherwise. I) Immediately discontinue the supplier/works on the date and to the extent specified in the notice, (ii) place no further orders for material other than as may be necessarily required for completion of such portion of the supplies/works that is not terminated; (iii) promptly make every reasonable effort to either obtain cancellation on terms satisfactory to GITAM; and (iv) assist GITAM upon request in the maintenance, protection and disposition of property acquired by

17. TERMINATION OF THE PURCHASE ORDER FOR DEFAULT

Order in whole or in part in any of the following circumstances- (i) if Supplier fails to make delivery within the time specified in the order or any extension of time thereof; or (ii) if Supplier delivers non-conforming goods or (iii) if Supplier fails to perform in accordance with the provisions and requirements of the order or fails to make progress as to endanger performance of this order in accordance with its terms or is unable to meet its obligations as they mature; or (iv) if Supplier ceases to conduct its operations in the normal course of business or if any proceedings in bankruptcy or insolvency are brought against Supplier, or if a receiver for Supplier is appointed or applied for or if an assignment for the benefit of creditors is made by Supplier; (v) if Supplier assigns, Subcontracts or transfers the whole or any part of this Purchase Order without prior written approval of the GITAM ("Default"). In the event of any such Default, GITAM will provide Supplier does not rectify the Default within seven (7) calendar days of such notice (except for (iv) above such termination, GITAM may procure, upon such terms and in such manner as GITAM may deemed appropriate, such similar to those so terminated and Supplier shall be liable to and reimburse GITAM any excess costs for

18. CONSEQUENCES OF TERMINATION OF THE PURCHASE ORDER

In case of Termination as per clause Nos. 16 & 17 above, the Supplier shall have no claim of any kind whatsoever against Gandhi Institute of Technology and Management, including but not limited to a claim for payment or compensation on account of any profit or advantage which he might have derived from execution of the Purchases but which he shall not so derive on account of the whole or part of the Purchases not being Supplied or compensation for loss of business, loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by its agencies in connection with the Purchases or any loss or costs he may suffer for such foreclosure.

Page 3 of 6

GUZDA ASHISH SURI A a d

ਜੀਵੇਗ ਬਦਬ ਵਿਕਸ਼ਾ / Depth of Neurosurgery y ਜੀਵੇਗ ਪਿਲਸਥ ਵੇਟੜ / Neurosciences Cente ਸ਼ੁਕੂਰ ਜੀਵੇਗੀ ਸ਼ਾਵਾਂ / AIMS, New Dehi, Inde Enclosure to Purchase Order No. POD-GU/VTZ-CAO-CON/22-23/93, dated 26th August 2022

19. INDEMNITY AGAINST INFRINGEMENT

19.1 Supplier shall be liable for and pay all royalties and licence fees which may be due from the inclusion and usage of any letters patent, registered design, unregistered design right, copyright, trade mark or trade name of materials, methods or systems used by the Supplier for Purchases under this Purchase Order.

19.2 Supplier shall indemnify and hold harmless GITAM against any and all actions, claims, demands, Cost, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of letters patent, registered design, unregistered design right, copyright, trade mark or trade name protected in (a) the Country where the Equipment is manufactured, and (b) the Country where the Equipment is being supplied to.

20. INDIRECT OR CONSEQUENTIAL DAMAGES

GITAM shall <u>not</u> be liable to the Supplier by way of indemnity or by reason of any breach of the contract or of statutory duty or by reason of tort (including but not limited to negligence) for any indirect, special, incidental, consequential or other damages, nor for loss of profits, loss of business, loss of opportunity, loss of savings, loss of use, loss of production, loss or for any financial or economic loss or for any indirect or consequential damage whatsoever that may be suffered by the Supplier due to or arising from GITAM's breach of the Purchase Order, the terms and conditions therein and its annexures, schedules, attachments, drawings, bill of quantities etc., negligence and/or as a consequence of any termination of this Purchase Order, regardless of whether or not either Party has been advised of the possibility of such losses and/or damages in advance.

21. CONFIDENTIALITY

Supplier shall treat the details of the Purchase Order, all specifications, drawings, data and any information made available in relation thereto to the Supplier shall remain the property of GITAM and shall be returned at GITAM's request. The Supplier shall treat the details of the Purchase Order and any information made available in relation thereto as private and confidential and shall not publish or disclose the same or any particulars thereof (save in so far as may be necessary for the purposes of the Purchase Order) without the previous consent of GITAM provided that nothing in this clause shall prevent the publication or disclosure of any such information that has come within the public domain otherwise than by breach of this clause.

22. ASSIGNMENT OF GITAM'S RIGHTS

All rights under the Purchase Order are assignable to a third party at sole discretion of GITAM at any time during or after placement of the Purchase Order.

23. ASSIGNMENT BY SUPPLIER

Any assignment of the Purchase Order or of any rights there under in any manner, in whole or in part, by the Supplier without the prior written consent of GITAM shall be void.

24, NON WAIVER

Failure by GITAM to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify the Supplier in the event of breach, or the acceptance of or payment for any goods delivered, shall not relieve the Supplier from any of the warranties or obligations of the Purchase Order and shall not be deemed as waiver of any right of GITAM to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless when shipped, received, accepted, or as to any prior or subsequent default hereunder, nor shall any termination of the Purchase order by GITAM operate as a waiver of any of the terms hereof.

25. LIQUIDATED DAMAGES

If the Supplier falls to complete the supplies / works within the Delivery Period / Completion Time indicated in the Purchase Order, the Supplier shall pay or allow to GITAM liquidated damages calculated at the rate of 0.5% (half percent) of the Contract Price per week of delay or part thereof, subject to a maximum of 5% (five percent) of the total Contract Price. GITAM may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due, or to become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the supplies / works or from any other of his responsibilities, obligations and liabilities under the Purchase Order.

Page 4 of 6

डॉ. डा. ांच रुति/Dr. ASHISH SUR! जामार्थ/Professor मंत्रिका साम्य क्षिता/Deptt, of Neurceu/gety मंत्रिका किमान सेमा/Neurceofences Centre क्षेत्रकारिका, गर्व किसी, भागा/AlmS, New Dobt, India

Enclosure to Purchase Order No. POD-GU/VTZ-CAO-CON/22-23/93, dated 26th August 2022

26. FORCE MAJEURE

26.1 Force Majeure means

(a) act of God; (b) war (whether declared or not), hostilities, invasion, act of enemies; (c) ionising, radiation or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or (e) Rebellion, revolution, insurrection, military or usurped power or civil war, riot, civil commotion or disorder.

The following shall not be considered as events of Force Majeure (f) regional strikes:

26.2 Notice of Force Majeure

If either Party is prevented or delayed from or in performing any of his obligations under the Purchase Order by Force Majeure, then he may notify the other party of the circumstances constituting the Force Majeure and of the obligations performance of which is thereby delayed or prevented, and the Party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligations for so long as the circumstances of prevention or delay may continue.

26.3 Termination for Force Majeure

Notwithstanding that the Supplier may have been granted an extension of the Time for Completion of the supplies / works, if by virtue of sub-clause 26.2 [Notice of Force Majeure] either party shall be excused the performance of any obligation for a continuous period of ninety (90) days, then either party may at any time thereafter, and provided that such performance or punctual performance is still excused, by notice to the other terminate the Purchase Order.

26.4 Payment on Termination for Force Majeure

If the Purchase Order is terminated under sub-clause 26.3 [Termination for Force Majeure] GITAM shall certify, and the GITAM shall pay to the Supplier in so far as the same shall not have already been included in payment paid by GITAM or be the subject of an advance payment, the value of the equipment/ materials delivered to site prior to the date of termination.

27. SEVERANCE

If any one or more of the provisions contained in the Purchase Order shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

28. OPERATION AND MAINTENANCE MANUAL(S)

The Supplier shall submit to GITAM complete of Operation and Maintenance Manual(s) to enable GITAM to operate. maintain, dismantle, reassemble and adjust the equipment/items supplied. The Scope of Supply(ies) shall not be considered to be completed until such operation and maintenance manuals, together with drawings on completion, have been submitted to GITAM.

29. Permits, Licenses and Approvals

The Supplier shall be liable for obtaining all necessary permits, licenses, approvals, consents, permissions or fulfill and satisfy other government or regulatory requirements for the carrying out and completing the scope of supplies / works as per the Purchase Order.

30. DISPUTES AND ARBITRATION

30.1 Settlement of Disputes

Notice of Dispute

If a dispute or difference (hereafter called a 'dispute') between the GITAM and Supplier arises in connection with the Purchase Order or the subject matter thereof, then either party shall deliver by hand or send by certified mail to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Notwithstanding the existence of a dispute, the GITAM and Supplier shall continue to perform the Purchase Order and the Supplier shall continue with the Purchase under the Purchase Order.

TI. OF THE TOTAL ASHISH SURI आवार्षे / मिर्लाहालक संदिशन प्रत्य विभाग/Deptt. of Neurosurgery

চাৰিক্য বিস্তান ঔশ্ব/Newssiences Centre प के पर अपना, पर्व दिस्की, भारत / AUMS, New Dothi, India

Page 5 of 6

.Enclosure to Purchase Order No. POD-GU/VTZ-CAO-CON/22-23/93, dated 26th August 2022

(b) Further Steps Required Before Proceedings

Within 14 days of giving a notice of dispute, the Parties shall confer at least once to attempt to resolve the dispute or to agree on methods of resolving the dispute by other means. At any such conference each Party shall be represented by a person having authority to agree to a resolution of the dispute.

30.2 Arbitration

If the dispute is not resolved, or if the parties fail to agree on a method for the resolution of the dispute, within 14 days after the first conference held under sub-clause 30.1(b), either party may, within 14 refer to and finally resolve by Arbitration in accordance with the Indian Arbitration Act 1996 for the time being in force, which rules are deemed to be incorporated by reference in this sub-clause. The dispute shall be settled by one arbitrator appointed in accordance with the Indian Arbitration Act 1996, and the arbitration shall be conducted in English and as per Laws of Republic of India.

In the event of a failure to appoint the arbitrator from the date of the notice of Arbitration, the said arbitrator shall be appointed by President Institution of Engineers. The arbitrator shall not be a person who has been employed with or has acted as a consultant to either Party or in any manner closely related with either Party. The venue and seat of such arbitration shall be at Visakhapatnam, Andhra Pradesh, India, unless and otherwise specifically indicated in the Work Order.

Arbitration may be commenced prior to or after completion of the Purchases. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the Purchases.

31. APPLICABLE LAW

This Purchase Order including but not limited to any dispute arising under or in connection with this Purchase Order shall in all respects be governed by and interpreted by the laws of Republic of India and Indian law shall govern the procedure of any arbitration under clause 30.2 [Arbitration].

Unless otherwise expressly stated in this Purchase Order, a person who is not a party to this Purchase Order shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

32. JURISDICTION

The courts within Visakhapetnam, Andhra Pradesh, India, atone will have exclusive jurisdiction in respect of matters arising under this Purchase Order, unless and otherwise specifically indicated in the Work Order.

33, MUTUALLY EXPLANATORY

All the documents either referred or issued along with the Purchase Order including but not limited to any annexures, attachments, drawings, documents, technical specifications, bill of quantities etc. shall be taken as mutually explanatory and any ambiguities or discrepancies shall be resolved by GITAM, who shall then instruct the Supplier thereon. In the case of conflicts between the any of the annexures, attachments, drawings, documents, technical specifications, bill of quantities referred to or issued along with the Purchase Order the more stringent one shall apply unless specifically instructed otherwise by GITAM in writing. Any ambiguities or discrepancies shall be resolved by GITAM, who shall then instruct the Supplier accordingly, which shall be binding on the Supplier.

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Page 6 of 6

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Indian Institute of Information Technology Design and Manufacturing Jabalpur (An Institute Established by MHRD Govt.of India) Mehgawan, Dumna Airport Road, Jabalpur 482 005, Madhya Pradesh, India

Purchase Order

P.O No: HITDMJ/P&S/2017-18/125 Dated: 27-12-2017

To.

Mis ARK Infosciations Pvt. Ltd. 18th Floor, Lotus Newamal Business Park, New Link Road, Opp. Fun Republic Cinema, Andheri(VV), Mumbal-400063

Subject: Purchase order against your quotation for ANSYS Academic License Proposal

With referer se to the above subject, please supply the under mentioned item in accordance with the terms and conditions laid down. Please acknowledge receipt of the order and confirm the delivery of Software. Items Detail:

1.	Items Details 1. ANSYS Academic Research Mechanical and CFD	Quantity	Amount
	[6/6/41:54] O 1/9/6/1		
	2. ANSYS Agademia Teaching Manhaginal and Gen	10 1	28,35,000=0
	- To 1915年 - A	7/4	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	3. ANSYS Academic Research Electronic State(1 Task)	Ť	
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	Total	and the second of the second o	
otal Va	alue Rs.33,45,300/- (Rupoes Thirty three lacs forty flux		33,45,300=0

Total Value Rs.33,45,300/- (Ruppes Thirty three lacs forty five thousand and three hundred

Terms and Conditions:

- 100% payment of or satisfactory installation inspection report.
- Invoice/Bit of payment may be produced in 3 capies.
- Delivery must be completed within 2-3 Meeks. Delivery period will be counted after 10 days of date of dispatch. In the event of delayed delivery & Installation i.e after the expiry of the period as mentioned in P.O., the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 7.5% as detailed below:
 - © 2.5% up to two weeks: © 5% up to three weeks:

 - © 7.5 % for four weeks and above
- Above price is FOR destination (i.e., PDPM-(UTDM, Jaba/pur)
- Warranty: 12 months
- Decumentation: All decumentation will be provided via ANSYS Customer portal only.
- Performance Bank Guarantee: During warrantee and guarantee period submit PBG @ 5% of the costivatue of the software purchased of Rs 1417504 8
- Training: Quoted price is inclusive of 10 days of free faculty training on ANSYS Software.
- Suppliers will provide after sales service facility on site during warrantee period.

All texes are inclusive

Bulle S D Gadekar Acting Registrar

Fax: +91-2784004

email:quary@intdrijaolo

ust:ilidmi.ac.in

Ph: +91-761-2632 273

बॉ. काशीष सुरी / Dr. ASHISH SURI आवार्य / Professor विका सन्य दिवान/Depit of Neurosulgary বিটিনে বিজ্ঞান ক্রিল্প / Neurosciences Conco



मंत लीगोवाल अभियांत्रिकी एवं प्रीहोर्गकी संस्थान, लीगोवाल, संगहर, पंजाब - १४८ १०६

(फिया मंगलय के ज्योन सम्विभविद्यालय)

Sant Longowal Institute of Engineering and Technology Longowal, Dist. Sangrur, Punjab - 148106

(Deemed to be University under Ministry of Education; Motifi

Ref No. SLIET/PUR/20/22/107 -110

Date: 12/08/2022

REGISTERED

M/s A R K Infosolutions Pvt. Ltd., A-19, Sector-4, Noida-201301 India

Subject: Supply and Installation of "ANSYS Academic Research Software (ME&CFD) as Proprietary Item for Mechanical Department of SLIET Longowal-reg.

This has reference to your Proposal/Quotation No. ARK/SLIET/ ME/AKP/ANS/260522 dated 27/06/2022. This institute is pleased to place the order for Supply of ANSYS Academic Research Software (ME&CFD as Proprietary Item for ME department.

S.No	Name of equipment & specifications Specification	Qt	y Price (Rs.)
01	ANSYS Academic (Mech and CFD)05 Research Task (Perport TECS/Upgrade/Maintenance included -01 year) 02ALH yearly subscription for 02 login-complimentary Latest version 2022R1	etual/Permanent) 01	18,00,000.00
-		GST @ 18%	3,24,000.00
u v	Twenty one lac & twenty four thousand only	Grand Total	21,24,000.00

PAYMENT:

- : 100% payment shall be made within 45 days from the date of supply and satisfactorily installation/working of software and report of indenter through RTGS.
- Activation: 05 Research Task with activation on Perpetual basis License.
- : Installation/commissioning/Training: Training will provided free of cost.
- 4 GST is extra @ 18%. Where GST is charged extra following certificate should be appended on the bill.

"Certified that the goods on which GST has been charged are not exempted under the GST act and that charges on account of GST is as per provision of the GST act".

In absence of non-submission of this Certificate payment towards GST may not be considered.

लोगोवाल, जिला संगरूर - 148106 (पंजाब), भारत, दूरभाष सं:+91-1672-253533, 253534 फैक्स स: +91-1672-253531 LONGOWAL, DISTRICT: SANGRUR-148106 (PUNJAB), INDIA PHONE No. :+91-1672-253533, 253534

> हों. आसीव पुरी/Dr. ASHISH SURI orand/Professor aftern चाट्य किला/Dept. of Noviosurgery हों: किला चेन्स/Newsortemes Centre वर्षा के किसी कार्या / Newsortemes

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- 1. The terror is the the tapped and that the continue to the continue of the c
- The fixe of matabalism of a flavore that the decrease section and an expectation of the decrease section of the decrease of th
- 3. The time of supply shall be essence of the contract, so the supply period be advered to size v
- 4. Non acceptance of this order shall be conveyed to us within 15 days of its reserve, facing whith unconditional acceptance thereof by you will be deemed conclusive
- 5. The Director reserves the right to cancel the order without assigning any reason. In case of any dispute, the decision of the Director, SLIET shall be final & binding on both parties.
- 6. The ANSYS web License form for getting the order accepted by ANSYS company shall be signed by the Indenter(Prof. R.K. Saxena) and (Prof. A.S. Shahi) HOD(ME).
- 7. All disputes will be settled within the jurisdiction of the Head Quarter of Director, SLIET.
- 8. All the stores will be supplied to the Mechanical Department of this Institute.
- Institute's GST number is 03AAAAL6685R1ZZ which must be clearly mentioned in the tax invoice and e-Way bill.
- 10. Performance Security: Performance Security @3% of order value in the shape of Acct. Payee Draft, FDR or BG must be valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations as per GFR-2017 rules. (Performance Security is not necessary for a contract value up to Rupees1 (one) lakh Mannual 6.1.2

Kindly acknowledge the receipt and arrange to execute the order at the earliest possible.

Assistant Registrar (Store & Purchase)

Endst. No.PUR/28/22/108 - 110Copy for information and necessary action to:

- 1) D.R. (A&A)
- 2) HOD (ME)
- 3) Accountant(Central Store)

Dated: 12/08/2022

Assistant Registrar (Store & Purchase)

हों, आरोप पूरी/Dr. ASHISH SUR! अगार्पि/केश्वीत्रात दोरान प्राप्त किला/केश्वी की सेवाय प्राप्त की दोरान प्राप्त केल / Association as Cente केला विवास केल / Association as Cente केला विवास केला/ Survival