

PURCHASE ORDER

Date: 14/07/2025

PO NO.: PF/MCSU/25-26/07/004

BILLING ADDRESS

Name	Pranav Foundation
Address	#196, 1st Floor, Near Megha Agrotech Pvt. Ltd., Arekere Gate, Bannerghatta Road, Bangalore - 560076, Karnataka, India
PAN	AAETP7015N
Phone	9449884119/9449746795
Email	Secretary@pranavfoundation.org

SELLER DETAILS

Name	Centre for Development of Advanced Computing (CDAC)
Address	P.B. No. 6520, Vellayambalam, Thiruvananthapuram - 695033, Kerala, India
GSTIN	32AAATC0934H2Z8
PAN	AAATC0934H
TAN	TVDC00434A

SHIPPING ADDRESS

Name	Pranav Foundation
Address	#196, 1st Floor, Near Megha Agrotech Pvt. Ltd., Arekere Gate, Bannerghatta Road, Bangalore - 560076, Karnataka, India

ORDER DETAILS

Sl. No.	Description	UOM	Qty	Rate	Total amount
1	SUPPLY, FABRICATION, INTEGRATION AND COMMISSIONING OF MOBILE CANCER SCREENING UNIT UNDER CSR INITIATIVE OF MRPL	Nos	1	4,04,16,000	4,04,16,000

In Words: Rupees Four Crores Four Lakhs Sixteen Thousand only

NSR Dehshat

TERMS AND CONDITIONS OF PURCHASE ORDER:

1. Preamble and Legal Basis

This Purchase Order ("PO") is issued by **Pranav Foundation** (hereinafter referred to as the "Purchaser"), a non-governmental organization duly registered under the Indian Trusts Act, 1882, and governed under the legal framework of the Indian Contract Act, 1872, to the **Centre for Development of Advanced Computing (CDAC)**, a Government of India enterprise (hereinafter referred to as the "Vendor"), and shall be deemed to form a binding and enforceable between the Parties.

The PO is in reference to the implementation of a CSR initiative funded by **Mangalore Refinery and Petrochemicals Limited (MRPL)**, specifically the development, fabrication, supply, and commissioning of a **Mobile Cancer Screening Unit (MCSU)** with reference to the proposal & quote of CDAC dated 04.01.2025 (Doc No.DPP HT 999 0224). This PO is issued in furtherance to and is integrally linked with the Memorandum of Understanding dated [17.06.2025] executed between MRPL and the Purchaser.

2. Scope of Work

The Vendor shall undertake, in a time-bound and performance-bound manner, the end-to-end execution of the MCSU Project, including but not limited to:

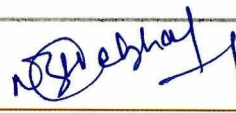
- Procurement of vehicle chassis conforming to technical specifications.
- Full structural fabrication, insulation, and weather-proofing.
- Procurement, integration, and installation of all specified medical, diagnostic, and auxiliary equipment.
- Compliance with BIS/ISO standards and medical regulatory requirements.
- Testing, calibration, and validation of equipment.
- Final delivery and commissioning at the designated location in Karnataka.
- Training of medical, technical, and operational staff.

All materials, labor, components, and sub-systems necessary for full functionality of the MCSU shall be provided by the Vendor at its own cost and responsibility.

Time Duration: 11 months from date of issue of Purchase Order.

3. Purchase Value

The aggregate purchase value is fixed at **INR 4,04,16,000** (Rupees Four Crores Four Lakhs Sixteen Thousand only), inclusive of applicable taxes. No escalation in cost shall be permitted under any circumstances.



4. Milestone-Based Payment Schedule

Milestone	Amount (INR)	% of Total	Description
T1	₹ 70,41,120	17.42%	Post submission of layout, design, list of equipment, indemnity bond & invoice. Used for chassis procurement.
T3	₹ 70,41,120	17.42%	After chassis delivery, inspection, fabrication commencement & submission of required documentation.
T5	₹ 58,34,280	14.44%	Delivery of initial equipment (mammography, X-ray), purchase orders for other units, with indemnity bond & invoice.
T7	₹ 1,13,66,280	28.12%	Delivery of major equipment (ultrasound, ECG, analyser, etc.), with documentation.
T9	₹ 91,33,200	22.60%	Final inspection, commissioning, training, handover.
	4,04,16,000	100%	

Note: Each milestone requires submission of a fresh indemnity bond and proper invoice. Any deviation, delay, or deficiency shall entitle the Purchaser to withhold, postpone, or proportionately reduce payments.

5. Inspection and Quality Control

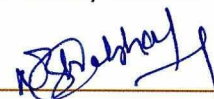
All deliverables shall be subject to strict quality control and multi-stage inspection at the following stages:

1. Chassis procurement
2. Mid-fabrication and body construction
3. Equipment integration
4. Final delivery and commissioning

Failures/Defects noticed during Inspection must be rectified within 10 business days at the sole cost of the Vendor. Repeated failures or material non-conformance shall constitute a breach of terms and conditions of purchase order.

6. Transfer of Risk and Title

Risk of loss, theft, damage, or destruction of any part, component, or equipment, whether due to natural causes or human negligence, shall lie exclusively and irrevocably with the Vendor until:



- Final inspection is satisfactorily completed
- The commissioning certificate is issued by the Purchaser
- The mobile unit is formally handed over in writing

Under no circumstances shall risk or responsibility transfer to the Purchaser prior to this written acceptance.

7. Absolute Liability for Loss during Fabrication

It is expressly agreed and declared that any partial or complete loss, theft, misplacement, damage, or destruction of vehicle chassis, medical equipment, fabricated structures, integrated systems, or the mobile unit itself occurring during fabrication, integration, transport, storage or handling shall be the exclusive legal, financial, and remedial responsibility of the Vendor.

The Vendor undertakes to restore, replace, or repair such affected item(s) within the originally stipulated timeline, without any financial claim or adjustment against the Purchaser.

Failure to comply shall constitute a fundamental breach of terms and conditions of purchase order and entitle the Purchaser to recover the full value of lost materials with interest, deduct further payments, or terminate the order with legal recourse.

8. Warranties and Post-Commissioning Obligations

The Vendor shall provide a minimum three (3) year comprehensive warranty on all integrated systems, covering parts, labour, transport, on-site servicing, and remote support. Response to service complaints must occur within 72 hours of notification.

Any failure to address warranty obligations shall entitle the Purchaser to undertake corrective action at the Vendor's cost and recover expenses from dues or through legal recovery.

9. Taxes and Statutory Obligations

All applicable taxes, including but not limited to Goods and Services Tax (GST), shall be deemed to be included in the total purchase value and shall be paid by the Vendor strictly in accordance with prevailing statutory requirements.

The Vendor shall issue a valid tax invoice indicating the applicable GST, which shall be payable by the Purchaser along with the principal amount. Accordingly, it shall be the **sole, independent, and non-transferable responsibility of the Vendor** to ensure:



- Timely and accurate filing of GST returns;
- Full and lawful remittance of GST amounts to the Government;
- Compliance with all procedural and substantive tax obligations under applicable law.

Any failure by the Vendor to comply with statutory tax obligations—including but not limited to failure to remit GST collected from the Purchaser—shall constitute a **material breach of this Purchase Order** and shall render the Vendor **liable to indemnify** the Purchaser in full against any financial loss, penalty, interest, or regulatory consequence arising therefrom.

The Purchaser shall have no liability, present or contingent, in respect of any non-compliance, omission, or default by the Vendor under any tax statute.

10. Indemnity

The Vendor shall unconditionally and irrevocably indemnify the Purchaser from and against all losses, damages, claims, liabilities, penalties, third-party actions, and expenses (including legal fees) arising from:

- Deficiencies in goods or workmanship
- Failure to perform obligations
- Regulatory non-compliance
- Delay or default in delivery
- Any act, omission, or negligence of the Vendor, its agents, employees, or subcontractors

This indemnity shall survive the termination or expiration of this Purchase Order.

11. Termination for Default

The Purchaser reserves the unilateral right to terminate this PO without notice in the event of:

- Breach of any terms and conditions
- Failure to meet milestone timelines
- Non-replacement of lost/damaged components
- Fraud, misrepresentation, or misconduct

In such event, all sums paid till date shall become recoverable with 12% annual interest, and the Purchaser may retain all partially completed work without further liability.



12. Liquidated Damages for Delay

For delay in any milestone beyond the agreed timeline, **Liquidated Damages @ 0.5% per week**, subject to a maximum of **10% of the PO value**, shall be imposed. This is a genuine pre-estimate of loss and shall not be construed as a penalty.

13. Dispute Resolution

The Parties shall endeavor to resolve any dispute arising out of or in relation to this PO through mutual consultation and negotiation. If no resolution is reached within 30 days, the matter shall be escalated to the respective senior-most officials of MRPL. Failing such resolution, the dispute shall be subject to Clause 14.

14. Jurisdiction and Governing Law

This PO shall be governed by and construed in accordance with the laws of India. Any dispute shall fall within the exclusive jurisdiction of the courts at **Bangalore, Karnataka**.

15. Intellectual Property & Confidentiality

All technical drawings, designs, specifications, documentation, and proprietary know-how generated during the execution of this PO shall be the sole intellectual property of the Purchaser. The Vendor shall not disclose, share, or reuse such information without prior written consent. This clause shall survive completion or termination of this Order.

FOR PRANAV FOUNDATION:

Authorized Signatory: _____

Name: Nagesh Hebhal

Designation: Founder Secretary

Date: 14/07/2025



FOR CDAC:

Authorized Signatory: _____

Name: Subodh P.S.

Designation: Senior Director

Date: 14/07/2025

SUBODH P.S. / सुबोध पी एस
Senior Director / वरिष्ठ निदेशक
Section Head (TPC) / अनुभाग प्रधान (टी पी सी)
Centre For Development of Advanced Computing
प्रगत संगणन विकास केन्द्र
Vellayambalam / वेल्लाम्बलम
Thiruvananthapuram / तिरुवनन्तपुरम

