

ROT: DECRC/Reg /2018-19/670

Date: 18.01-2019

To

Mr. Jaiprakash Sharma Siemens Ltd. RC-IN EM DG SYS OP Plot 6A, Sector 18 Gurgaon 122015, India

Dear Sir,

Jaipur Engineering College & Research Centre (JECRC) expresses deep gratitude to CSR Siemens Ltd for contributing IED (Intelligent Electronic Device) to the institute. This is definite an indication of good will and good faith on your part and we are deeply interested to reciprocate this magnanimous act.

Because of your generosity, students at JECRC continue to benefit from abundant opportunities to learn, grow and excel in technical. We gratefully accept your recent contribution.

It is clear that you understand the importance of encouraging our Institute as well students and see the value in the technical development that is at the core of a JECRC education. You are making a difference among technical institutions situated in Rajasthan. Theses relays provide outstanding academic and research program tool for our professors and students.

Please accept our gratitude for all your support and cooperation. Looking forward to build a long lasting relationship between CSR Siemens Ltd and JECRC, Jaipur.

Thank you and Wishes for New Year.

Prof. (Dr.) Vinay Kumar Chandna

PRINCIPAL PRINCIPAL

July Engineering Octobe &

Receased Contro

Tonk Road, Januar-302022

JECRC Foundation

Jaipur Engineering College and Research Centre
Approved by AICTE & Alfiliated to RTU
IECRO Commun. Shri Ram Ki Mangal

Sharma, Jaiprakash <jaiprakash.sharma@siemens.com>

Fri, Aug 10, 2018, 4:14 PM

to TPO, me

Dear Mr. Senthil,

Congratulation for numerical relays (IED's). Please find the attached signed documents of agreement copy. Please keep copy for future reference & record. I will shortly update you related to dispatch.

With best regards, Jaiprakash Sharma

Siemens Ltd.
RC-IN EM DG SYS OP
Plot 6A, Sector 18
Gurgaon 122015, India
Tel.: +91 124 6246812
Mobile: +91 8744007890

mailto:jaiprakash.sharma@siemens.com www.siemens.com/ingenuityforlife

SIEMENS Ingenuity for Life

Registered Office: Birla Aurora, Level 21, Plot No. 1080, Dr. Annie Besant Road, Worli, Mumbai – 400030; Corporate Identity number: L28920MH1957PLC010839; Tel.: +91 (22) 3967 7000; Fax: +91 22 3967 7500; Contact / Email: www.siemens.co.in/contact; Website: www.siemens.co.in. Sales Offices: Ahmedabad, Bengaluru, Bhopal, Bhubaneswar, Chandigarh, Chennai, Coimbatore, Gurgaon, Hyderabad, Jaipur, Jamshedpur, Kharghar, Kolkata, Lucknow, Kochi, Mumbai, Nagpur, Navi Mumbai, New Delhi, Puducherry, Pune, Vadodara, Visakhapatnam.

From: TPO EE JECRC [mailto:tpo.ee@jecrc.ac.in]

Sent: Thursday, July 26, 2018 1:55 PM

To: Sharma, Jaiprakash (RC-IN EM DG SYS OP)

Cc: Principal JECRC

Subject: Requisition for IED

Dear Sir

I am hereby writing this mail regarding requisition for providing demonstration devices. I am enclosing agreement in attachment.

Regards L.SENTHIL JECRC

1	Virus-free.	www.avast.com



== SECRC/2018-19/12

Date 26-7-2018

Agreement for Providing Demonstration Devices Between

Siemens Limited, with its registered office at Birla Aurora, Level 21, Plot No. 1080, Dr. Annie Besant Road, Worli, Mumbai-400030 (hereinafter referred to as "Siemens")

Jaipur Engineering College and Research Centre, located at JECRC Campus, Sri Ram Ki Nangal , Via Sitapura RIICO, Opp. EPIP Gate, Tonk Road, Jaipur 302022 (hereinafter referred to as "Institute")

WHEREAS Siemens intends to provide various equipments to the Institute for the purposes of demonstration during vocational training or teaching

AND WHEREAS the Institute is desirous of accepting such equipment on an "as is where is" basis for the purposes of demonstration during vocational training or teaching

The terms and conditions provided in this Agreement are hereby agreed between the parties (Siemens and Jaipur Engineering College and Research Centre) as follows:

- (1) Siemens shall provide the equipments listed herewith (hereinafter referred to as the "Equipments") to the Institute for the purposes of demonstration during vocational training or teaching. It is agreed and understood that this is a one-time offer and that nothing contained in this Agreement shall entitle the Institute to receive any further equipments from Siemens at any time for any purpose whatsoever. LIST OF EQUIPMENTS
 - (a) 7SD6101-5BB99-0RA0+L0R+M2G /EEX

CRC Foundation

- (b) 7SJ8012-5EB20-1FA0/BBX
- (c) 7UT6331-6EB92-1BB0/FF LORX
- (2) All Equipments have been tested by Siemens and are operational in accordance with the functional requirements of the Equipment. Provided, however, that it is agreed that:
 - (a) All Equipments are provided by Siemens strictly on an "as is where is" basis and solely for the purposes of demonstration during vocational training or teaching.
 - (b) Siemens provides the Equipments in "as is" condition and does not provide any other representations or warranties (express or implied) regarding the Equipment.
 - (c) Siemens shall in no event be liable or responsible in any manner whatsoever for any malfunctioning of any of the Equipments and shall not be liable to rectify these Equipments. In case any of the Equipments malfunction (whether due to any acts and omissions of the Institute or otherwise). Institute shall save, indemnify and hold Siemens harmless from and against any claim, proceeding, action, fine, loss, cost and damages, the Institute shall be liable to indemnify Siemens and such indemnification

Confidential

Jaipur Engineering College and Research Centre Approved to 4 CTE & Amoughty PT ..

JECAC Campus Shri Ram Ki Nangal

Via Sitapura RIICO, Opp. EPIP Gate Tonk Road, Jaipur 302 822 moralismonseideln a Engerte 11th i erenter neine

-nier



= JECRE /2018-19/12

Dare 26-7-2018

- (d) Siemens shall in no event be liable, whether pursuant to any indemnity or in contract, tort (including negligence and statutory duty) or otherwise; (a) for loss of profit or revenue, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Institute's contracts with third parties, loss of power, voltage irregularities, frequency fluctuations, cost of purchased or replacement power; or (b) for any indirect or consequential damage.
- (e) Siemens' total liability, whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with this Agreement shall not exceed in aggregate 10% of the scrap value of the Equipments per event and shall, under any circumstances, be limited in aggregate to 100% of the of the scrap value of the Equipments.
- (3) Institute represents and warrants that it shall use these Equipments strictly for the purpose of demonstration for vocational training and teaching purposes only. Institute shall not sell or use these Equipments in any manner that may result in financial gains for the Institute or any third party. In case it is proved that the Equipments are being used for purpose other than demonstration without the prior written consent of Siemens, the same shall be treated as a breach of the terms of this Agreement. In such case, Institute shall save, indemnify and hold Siemens harmless from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any
- (4) Institute agrees the Siemens is and shall remain the rightful owner of all Equipments (including the incompation does not in any way transfer the ownership either of the Equipments themselves or any intellectual property rights in the Equipment. If any actions or omissions of Institute results in infringement of any intellectual property rights in the Equipments (whether during demonstration or otherwise), the Institute shall save, fine, loss, cost and damages.

The terms of the Agreement are the only terms governing the usage of the Equipments. Any amendments or inclusion of additional terms shall have to be agreed in writing and signed by both parties in order to make the same applicable.

Signed Institute

Confidential

JECRC Foundation

Japan Engineering Coffege and Research Central

hed

emens

VRK.



== SECRC /2013-19/12

Cars 26 - 7-2015

Letter of Undertaking to Siemens Ltd. Gurgaon, EM DG SYS.

(To be duly signed and furnished on official Letter Head)

To Whom It May Concern

With reference to the mail dtd 10.07.2018 from m/s Siemens Ltd for providing the Providing Demonstration Devices to our Institute: Jaipur Engineering College and Research Centre, located at JECRC Campus, Sri Ram Ki Nangal ,Via Sitapura RIICO, Opp. EPIP Gate, Tonk Road. Jaipur. The terms and conditions provided in this Agreement are agreed between the parties (Siemens ltd. and the Institute: Jaipur Engineering College and Research Centre).

James-

Titlk Alact. Japan 201 99

