

DR. B.R.A.INSTITUTE ROTARY CANCER HOSPITAL
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI -110029.
(STORES SECTION)

Ref. No.- 05/Stores (DR. B.R.A.I.R.C.H.)/SOD/Proprietary/M&E/2014-15/FSC

Dated: 10/03/15

Subject: Purchase of Equipment to access real time visualization & perfusion during open surgery -1 no. for Dept. of Surgical Oncology (Dr. BRAIRCH, AIIMS , New Delhi) on proprietary basis –reg.

The Institute is in the process to purchase **Equipment to access real time visualization & perfusion during open surgery -1 no.** from M/s. on proprietary basis. The proposal submitted by M/s. Novadac Technologies Inc thru M/s. Kirloskar Technologies 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 10 days giving reference **05/Stores (DR. B.R.A.I.R.C.H.)/LOU/Proprietary/M&E/2014-15/FSC** The comments should be received by office of Stores Officer (Dr. B.R.A.I.R.C.H.), Store Section, Room No. 18, G.F. (Dr. B.R.A.I.R.C.H. Building, AIIMS) on or before 25.03.2015 upto 12.30 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.

Yours faithfully,

Stores Officer
Dr. B.R.A.I.R.C.H.
A.I.I.M.S.

Encl. : Related documents enclosed

KIRLOSKAR TECHNOLOGIES (P) LTD.



PRODUCT CONFIGURATION

TECHNO- COMMERCIAL BID

To,
The Chief
Dr. B.R.A. Institute Rotary Cancer Hospital,
All India Institute of Medical Sciences,
Ansari Nagar,
New Delhi-110029

Date: **January 14, 2015**

Our Reference: **KTPL/SPY/06/2014**

Your Reference: Global Tender Enquiry
No. IR/GT-11/IRCH/14-15 for supply of
Equipment to access real time visualization &
perfusion during open surgical procedure- 1 no.

Date and time for submission of Tender:
19/01/2014 upto 3.00 PM

Date and time for opening of Technical bid:
20/01/2015 at 10.30 AM

MANUFACTURER:

NOVADAQ TECHNOLOGIES INC.,
5090 Explorer Drive,
Suite 202
Mississauga,
Ontario L4W 4T9

Sl. no.	System #	Description	Qty.	Price (US\$)
1.	SPY3000	SPY Fluorescence Angiography system	1	
		includes the following:		
		i) Mobile Cabinet: Moves easily anywhere in the surgical suite, hospital and room to room.	1	
		ii) Articulating Arm: Allow the camera to be positioned easily without the risk of contaminating the sterile field.	1	
		iii) Two (2) Flat screen rotating monitors: Permits the most convenient and preferred viewing of images.	1	
		iv) Touch screen and keyboard: Provides for ease of entering patient information and	1	

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For KIRLOSKAR TECHNOLOGIES (P) LTD.

B-58, Defence Colony, 1st Floor, Bisham Pitamah Marg, New Delhi-110024, INDIA
Phone: 011-24331368, 24331369; Fax: 011-24331367; E-mail: delhi@kirloskarmedical.com
CIN U31909KA1993PTC014893
Regd. Office : # 306, 3rd Floor, Money Chamber, 6/23, K.H. Road, Bengaluru-560027 Karnataka, INDIA
Branches : • Chandigarh • Chennai • Hyderabad • Kolkata • Lucknow • Mumbai • Thiruvananthapuram
Website : www.kirloskarmedical.com

	labelling images.		
	v) CCD camera: Enables the surgeon to view and capture high quality digital images	1	
	vi) Laser light source: excite the ICG imaging agent causing fluorescence.	1	
	vii) Automatic distance sensor: Ensures the camera remain in constant focus.	1	
	viii) DVD burner: Achieve Images for future reference and ease of transfer.	1	
	ix) SPY-Q analysis toolkit software: post processing software used in combination with the SPY Elite device to Quantitatively compare fluorescence in image sequence.	1	
	x) Operating manual	1	
	TOTAL F.O.B. PRICE		US DOLLAR
	FREIGHT & INSURANCE CHARGES		US DOLLAR
	TOTAL C.I.P. PRICE NEW DELHI AIRPORT		US DOLLAR

Indian Agency Sales Commission : Indian Agency Sales Commission of ___ percent is included in the above quoted F.O.B. price.

* Insurance will be taken by the Manufacturer's/Principal's Indian agent M/s. Kirloskar Technologies (P) Ltd. in India, covering all risk in transit from warehouse to warehouse basis.

2. **Following items will be supplied by Kirloskar Technologies (P) Ltd., New Delhi, locally, along with the SPY machine:** Qty.
- 2.1. CPU specification including: 1 no.
CD/DVD drive capacity; CPU I7 Quad Core Processor (860 2.8 GHz) 8GB RAM, 1TB mirrored data drive, 120 G SSD, 4.2 GB DVD Burner, 19" display
- 2.2. Color Laser Printer compatible with resolution 2400 x 600 dpi 1 no.
- 2.3. Online Uninterrupted Power supply for 30 minutes back up 1 no.



3.	OPTIONAL: ADDITIONAL COMPONENTS to be supplied by Kirloskar Technologies (P) Ltd., New Delhi:	Qty.	Price (Rs.)
3.1.	Data Storage Device	1 no.	
3.2.	Virtual medical grade Display 24" high definition	2 nos.	
3.3.	Drapes (10 nos. per box)*	1 box	
3.4.	ICG (Indo Cyanine Green)- per 25 ml*	1 no.	

*Note: It is recommended at least 01 (one) year of requirement of Drapes and ICG to be purchased along with the machine.

VAT will be payable extra at the prevailing rate by the hospital. At present DVAT rate applicable is ___%.

4. **Installation Charges:**

Installation of machine will be done by Kirloskar Technologies (P) Ltd.

Service tax will be payable extra at the prevailing rate by the hospital. At present service tax rate applicable is ___%.

5. **Local Transportation Charges**

From New Delhi airport to the Hospital site, will be arranged by KTPL on behalf of the hospital.

For transportation of consignments from New Delhi airport to the hospital, if any state permit/entry tax/octroi is required by the State Government, the same is to be arranged, paid and provided by the hospital to Kirloskar Technologies (P) Ltd., prior to the transportation of the consignment from New Delhi airport.

Service tax will be payable extra at the prevailing rate by the hospital. At present service tax rate applicable is ___%.

For KIRLOSKAR TECHNOLOGIES (P) LTD.



6. **Custom Duty:**

EXTRA,
PAYABLE BY
THE HOSPITAL
ON ACTUALS

Custom Duty at the prevailing rate will be payable by the purchaser before arrival of the consignment at Indian port in Indian Rupees directly to the Custom Authority.

Delay in payment of Custom Duty, could result in Demurrage/storage charges which will have to be paid by the purchaser directly to the Custom Authorities.

Presently it falls under "Customs notification no. 21/2002, dated 1.3.2002,

At present Custom duty applicable as per the Finance Bill 2014 (Union Budget 2014-2015) w.e.f. 11.07.2014. HSC: 90181990

- (1) Custom Duty on landed cost @ ___%
- (2) Countervailing Duty @ ___%
- (3) Special Additional Duty: ___%
- (4) Education Cess @ ___%

The customer is, however, advised to check any change in the rules and Procedures of Customs Duty and other tariffs applicable, if any.

7. **CUSTOM CLEARANCE:**

The custom clearance of the consignment at New Delhi Airport will be arranged by Kirloskar Technologies (P) Ltd., on behalf of the hospital.

The hospital will have to arrange all necessary documents and pay Custom Duty, Authorization letters, Bank Release Order, Original Shipping documents duly discharged by the bank and attested by the hospital, Importer Exporter Code No., Permanent Account Number and declaration forms duly signed and Stamped, will have to be provided at least one week before arrival of the consignment at New Delhi airport.

Service tax at the prevailing rate with the charged extra. At present service tax rate is ___%.



However, any duties, taxes, demurrage or storage charges at the port or levies are charged by any authority, due to lapse on part of the hospital will have to be arranged and paid by the hospital.

8. TERMS & CONDITIONS:-

8.1. PRICING:

Prices do not include any taxes, VAT, Octroi, Entry Tax or duties (other than mentioned against each items) which may be levied by any level of government in India at any time.

Prices quoted are applicable only if the equipment is shipped within six (6) months after receipt of order. If the shipment is delayed beyond six (6) months, the price will escalate 1.5% per month or part of month. Shipment must be made with twelve (12) months from receipt of order or the order will be considered cancelled and a 10% cancellation penalty will apply.

Other Taxes: No other tax is presently leviable to the best of our information. In case some taxes are imposed at a later date or are currently applicable, bearing impact on the sales then the same will have to be paid/reimbursed by the purchaser.

8.2. WARRANTY:

The equipment will be free from defects in material and workmanship under normal operating conditions for a period of 05 (five) years from the date of installation of the equipment.

Problems breakdown resulting from excessive fluctuation and power supply failure are not covered. Warranty do not include disposables, consumables, printer cartridge, glassware and other similar items.

8.3. CMC CHARGES FOR NEXT 5 YEARS PERIOD:

- AS SELECTED:

After expiry of 5 years warranty period, Kirloskar Technologies (P) Ltd. will provide CMC for next 5 years period.

Charges for the service contract to be payable on annual basis after satisfactory completion of the contract period duly certified by the end user.

CMC charges for the first year will be at the rate of ___% total FOB value payable in equivalent Indian Rupees on the then prevailing rate applicable on the date of the signing of the CMC contract, with an increase of ___% each year over the previous year's amount.



Under CMC period following items are not included:

- i) Rev A, FRU Kit, Computer, SPY
- ii) Rev B, FRU Kit, Laser Box, SPY 3000
- iii) Rev A, FRU Kit, Laser Box, SPY 3000
- iv) Rev B, FRU Kit, Image Head, SPY 3000

CMC charges do not include service tax. Service tax will be payable extra at the prevailing rate by the hospital. At present Service Tax applicable is ___%.

8.4 WARRANTY/CMC TERMS AND CONDITIONS:-

8.4.1. VISITS:

- a. Our Specialist will visit your Hospital/Institution 2 times in a year to carry out maintenance service.
- b. 04 (four) number of Emergency break down calls will be attended to without any charges in addition to our specialists visits as mentioned above as and when required.

8.4.2. UPTIME OF THE EQUIPMENT AND PENALTY:

- Uptime Clause: 98% uptime will be provided.
- Penalty Clause: As per tender terms and conditions.
- Penalty for down time is not applicable in the following cases:
 - a) Non-availability of spare parts which needs to be imported.
 - b) Suspension of working during upgradation/modification of the unit.
 - c) Any failure of omission or commission to carry out the provisions of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such omission or commission arises from an act of God which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulations of Government lockouts and strikes, riots, embargoes or from political or other reasons beyond the supplier's control including war(whether declared or not) Civil War or state of insurrection, provided that notice of the occurrence of any event by either party to other, shall be given within two weeks from the date of such an event which could be attributed to Force Majeure conditions.
 - d) Careless handling so as to cause physical damage to the unit.
 - e) Breakdown resulting from excessive fluctuation and power supply failure.
- The system shall be considered "out of service" and inoperable if:
 - a) Not available for diagnosis to the patients.
- The system shall be considered "in service" if:
 - a) User continues to diagnosis patients even after informing the Kirloskar Technologies (P) Ltd. (KTPL) of the technical fault.



- b) The response delay between the time the user reporting the fault to KTPL's Delhi/Lucknow office and the KTPL's engineer reaching the hospital within 8 hours from the date of receipt of Fax/Telephone message.
However, Our engineer will try to reach your hospital as fast as possible.

8.4.3. **TERMS FOR SPARE PARTS:**

- i. The above CMC include spare parts or fabrication of any part. It will be provided by KTPL as and when required.
- ii. In the spare parts are required to be imported, then the spare parts will be provided within 7-14 days after completing import and custom formalities.

8.4.4. **OTHER TERMS:**

- i. Under Warranty/CMC, disposables, consumables, printer cartridge, glassware and other similar items are not covered.
- ii. Any connected mechanical or civil work, cables and cable laying etc., will be beyond our scope of maintenance.
- iii. The annual service contract would be valid only if the equipment, at the time of signing the contract, is in the good working condition.
- iv. Kirloskar Technologies (P) Ltd. shall not be responsible for any delay in completing the job due to non-availability of spares parts or any other similar reason. However, all efforts will be made to complete the job as expeditiously as possible.
- v. The agreement is invalidated in case of misuse, neglect, accident or damage caused by fire, flood or other acts of nature, or if it is tampered with, altered or serviced by any person other than our Service Engineer.
- vi. The sole responsibility of providing CMC rests with KTPL. Under no circumstances, it will be transferred to 3rd party."
- vii. Any dispute, if arising, will be settled in the jurisdiction of Delhi Courts.

8.5. **INSPECTION CLAUSE:**

The goods are inspected at various levels of production and before despatch to ensure quality standards and for confirmation of the ordered specifications.

However, if hospital desires inspection & test to be done at Principal's factory abroad or nominate third party for inspection, we will provide all help to the Inspectors of the Purchaser for conducting inspection at Principals sites or at destination.

All costs associated with the inspection including inspection fees, traveling, lodging and boarding will be the responsibility of the Purchaser and charges paid by the hospital.

8.6. **TRAINING:**

Training to Doctors/Technicians/hospital staffs for 5 days for operation and maintenance of the equipment will be provided during installation at the hospital site on free of charge basis.



8.7. **PAYMENT TERMS (for imported items sl. No. 1):**

100% payment through confirmed irrevocable Letter of Credit, in favour of:

NOVADAQ TECHNOLOGIES INC.
5090 Explorer Drive,
Suite 202
Mississauga,
Ontario L4W 4T9

Institution: Royal Bank of Canada
(where L/C to be Int'l Trade Centre- Ontario
delivered): 180 Wellington Street West
4th Floor,
Toronto, Ontario M5J 1J1

Account #: 400 281 2
Branch #/Transit: 03212
Bank #: 003
SWIFT Code: ROYCCAT2
Currency: US Dollar

8.8. **PAYMENT OF INDIAN AGENCY SALES COMMISSION:**

Indian agency Sales commission to be paid to Indian Agent Kirloskar Technologies (P) Ltd.,
New Delhi in equivalent Indian Rupees upon issuance of final acceptance certificate by the
consignee/end user.

BANKER DETAILS:

Beneficiary: Kirloskar Technologies (P) Ltd.

Account number of the Beneficiary:

Current Account no. 10617013507

Bank name and address:

State Bank of India (Branch code: 1709),
Defence Colony,
New Delhi-11024

IFSC: SBIN0001709.



US008892190B2

(12) **United States Patent**
Docherty et al.

(10) **Patent No.:** **US 8,892,190 B2**
(45) **Date of Patent:** ***Nov. 18, 2014**

(54) **METHOD AND APPARATUS FOR PERFORMING INTRA-OPERATIVE ANGIOGRAPHY**

(75) Inventors: **John C. Docherty**, Winnipeg (CA);
Mark Hewco, Winnipeg (CA);
Gurpreet Mangat, Markham (CA);
Robert W. Flower, Hunt Valley, MD (US);
Seshadri M. Chari, Toronto (CA)

(73) Assignee: **National Research Council of Canada**, Ontario (CA)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

This patent is subject to a terminal disclaimer.

(21) Appl. No.: **13/419,368**

(22) Filed: **Mar. 13, 2012**

(65) **Prior Publication Data**
US 2013/0053690 A1 Feb. 28, 2013

Related U.S. Application Data

(63) Continuation of application No. 11/106,154, filed on Apr. 14, 2005, now abandoned, which is a continuation of application No. 09/744,034, filed as application No. PCT/US00/22088 on Aug. 11, 2000, now Pat. No. 6,915,154.

(60) Provisional application No. 60/155,652, filed on Sep. 24, 1999.

(51) **Int. Cl.**
A61B 5/05 (2006.01)
A61B 1/04 (2006.01)
A61B 5/00 (2006.01)
A61B 5/02 (2006.01)
A61B 5/026 (2006.01)
A61B 5/0275 (2006.01)

(52) **U.S. CL.**
CPC **A61B 1/042** (2013.01); **A61B 1/043** (2013.01); **A61B 5/0071** (2013.01); **A61B 5/0084** (2013.01); **A61B 5/02007** (2013.01); **A61B 5/0261** (2013.01); **A61B 5/0275** (2013.01)

USPC **600/431**; 424/9.6

(58) **Field of Classification Search**
USPC 424/9.6; 600/431, 476
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

4,619,249 A 10/1986 Landry
4,995,396 A 2/1991 Inaba et al.

(Continued)

FOREIGN PATENT DOCUMENTS

CA 2212257 8/1996
CA 2413033 3/2000

(Continued)

OTHER PUBLICATIONS

Takayama et al. Intraoperative Coronary Angiography Using Fluorescein. Ann Thorac Surg. 51:140-143. 1991.*

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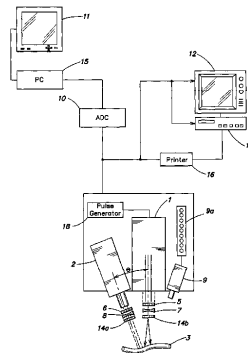
Primary Examiner — Parikha Mehta

(74) *Attorney, Agent, or Firm* — Oliff PLC

(57) **ABSTRACT**

Method for assessing the patency of a patient's blood vessel, advantageously during or after treatment of that vessel by an invasive procedure, comprising administering a fluorescent dye to the patient; obtaining at least one angiographic image of the vessel portion; and evaluating the at least one angiographic image to assess the patency of the vessel portion. Other related methods are contemplated, including methods for assessing perfusion in selected body tissue, methods for evaluating the potential of vessels for use in creation of AV fistulas, methods for determining the diameter of a vessel, and methods for locating a vessel located below the surface of a tissue.

3 Claims, 1 Drawing Sheet





US008892190B2

(12) **United States Patent**
Docherty et al.

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A61B 5/02 (2006.01)
A61B 5/026 (2006.01)
A61B 5/0275 (2006.01)

(52) **U.S. Cl.**
CPC **A61B 1/042** (2013.01); **A61B 1/043** (2013.01); **A61B 5/0071** (2013.01); **A61B 5/0084** (2013.01); **A61B 5/02007** (2013.01); **A61B 5/0261** (2013.01); **A61B 5/0275** (2013.01)

USPC **600/431**; 424/9.6

(58) **Field of Classification Search**
USPC 424/9.6; 600/431, 476
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(Continued)

FOREIGN PATENT DOCUMENTS

CA 2212257 8/1996
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(Continued)

OTHER PUBLICATIONS

Takayama et al. Intraoperative Coronary Angiography Using Fluorescein. Ann Thorac Surg. 51:140-143. 1991.*

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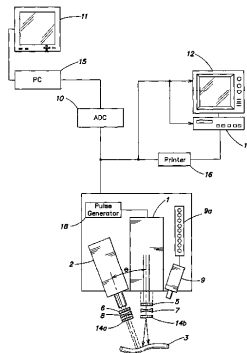
Primary Examiner — Parikha Mehta

(74) *Attorney, Agent, or Firm* — Oliff PLC

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3 Claims, 1 Drawing Sheet



OTHER PUBLICATIONS

- Rubben, A. et al., "Infrared Videoangiography of the Skin with Indocyanine Green—Rat Random Cutaneous Flap Model and Results in Man," *Microvascular Research*, vol. 47, No. 2, pp. 240–250; Mar. 1994.
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- Lund, F. et al., "Video Fluorescein Imaging of the Skin: Description of an Overlooking Technique for Functional Evaluation of Regional Cutaneous Blood Evaluation of Regional Cutaneous Perfusion in Occlusive Arterial Disease of the Limbs," *Clinical Physiology*, vol. 17, No. 6, pp. 619–633; Nov. 1997.
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- Still, Joseph et al., "Evaluation of the Circulation of Reconstructive Flaps Using Laser-Induced Fluorescence of Indocyanine Green," *Annals of Plastic Surgery*, vol. 42, No. 42, pp. 266–274; 1999.
- Supplementary European Search Report (Jun. 22, 2004).

* cited by examiner



**Office de la propriété
intellectuelle
du Canada**

Un organisme
d'Industrie Canada

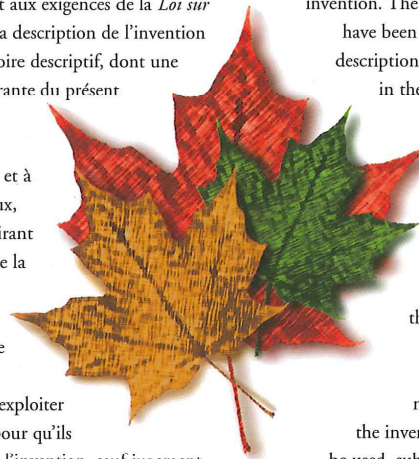
**Canadian
Intellectual Property
Office**

An Agency of
Industry Canada

Brevet canadien / Canadian Patent

★ Le commissaire aux brevets a reçu une demande de délivrance de brevet visant une invention. Ladite requête satisfait aux exigences de la *Loi sur les brevets*. Le titre et la description de l'invention figurent dans le mémoire descriptif, dont une copie fait partie intégrante du présent document.

Le présent brevet confère à son titulaire et à ses représentants légaux, pour une période expirant vingt ans à compter de la date du dépôt de la demande au Canada, le droit, la faculté et le privilège exclusif de fabriquer, construire, exploiter et vendre à d'autres, pour qu'ils l'exploitent, l'objet de l'invention, sauf jugement en l'espèce rendu par un tribunal compétent, et sous réserve du paiement des taxes périodiques.



★ The Commissioner of Patents has received a petition for the grant of a patent for an invention. The requirements of the *Patent Act* have been complied with. The title and a description of the invention are contained in the specification, a copy of which forms an integral part of this document.

The present patent grants to its owner and to the legal representatives of its owner, for a term which expires twenty years from the filing date of the application in Canada, the exclusive right, privilege and liberty of making, constructing and using the invention and selling it to others to be used, subject to adjudication before any court of competent jurisdiction, and subject to the payment of maintenance fees.

B R E V E T C A N A D I E N

2,339,214

C A N A D I A N P A T E N T

Date à laquelle le brevet a été accordé et délivré

2012/03/27

Date on which the patent was granted and issued

Date du dépôt de la demande

2000/08/11

Filing date of the application

Date à laquelle la demande est devenue accessible au public pour consultation

2001/03/24

Date on which the application was made available for public inspection

Canada

Commissaire aux brevets / Commissioner of Patents

3256 (CIPO 91) 06/11

