



**All-India Institute of Medical Sciences
Ansa i Nagar, New Delhi-29.**

(STORES SECTION (DO))

Dated: 19th December 2015

Ref. No.56/Stores (DO)/Surg./PAC /2015-16/FSC

Subject: Proposal for purchase of equipment to access Real Time Visualization & Perfusion during open Surgery Procedure on proprietary basis for the department of Surgery at AIIMS -
Inviting comments thereon.

The Institute is in the process to purchase of "Equipment to access Real Time Visualization & Perfusion during open Surgery Procedure" for Department of Surgery at AIIMS, New Delhi-29 from M/s.Novadaq Technologies Inc. Canada (OEM) on proprietary basis. The proposal submitted by M/s.Kirloskar Technologies (P) Ltd. (Authorized Indian Agent), PAC certificate and other related documents are attached for ready reference.

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 **Ref. No.56/Stores(DO)/Surg./PAC/2015-16/FSC**. The comments should be received by office of Sr. Stores Officer, Stores Section (DO), Animal House Building, Near Biotechnology Building at AIIMS on or before **04.01.2016 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,


SR. STORES OFFICER

Encl: Related documents enclosed.



DEPARTMENT OF SURGERY
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI

December 13, 2015

To

✓ The Sr. Store Officer (D.O.)
A.I.I.M.S.,
Ansari Nagar,
New Delhi-110029.

Subject: Procurement of Proprietary Items – reg.

Dear Mr.K.D.Sharma,

The Department of Surgery require^s Real time visualization & perfusion during open surgical procedure (SPY Fluorescence Angiography System)- Qty. 01 No. (Specification, Proforma Invoice, Patent Certificate, Bench mark Order copy, Authority letter, Affidavit and Proprietary Certificate are attached).

Therefore, you are requested to please procure above said equipment as per AIIMS procurement procedure.

Thanking you,

Sincerely,

Anurag Srivastava

(DR. ANURAG SRIVASTAVA)
PROF. & HEAD

डॉ. अनुराग श्रीवास्तव
Dr. ANURAG SRIVASTAVA
आचार्य एवं विभागाध्यक्ष / Professor & Head
शल्य चिकित्सा विभाग / Deptt. of Surgical Disciplines
अखिल भारतीय आयुर्विज्ञान संस्थान / A.I.I.M.S.
अंसारी नगर, नई दिल्ली-29 / Ansari Nagar, New Delhi-29

Encl.: Specification
Proforma Invoice
Bench mark order copy
Patent Certificate
Affidavit
Authority Letter
Proprietary Certificate

R. H. Sharma
14/12/15

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI - 110 029**

PROPRIETARY/SPECIFIC BRAND GOODS CERTIFICATE

- | | | |
|----|---|---|
| 1. | Item/Type/Model No. required along with specification | Real time visualization & perfusion during open surgical procedure (SPY Fluorescence Angiography System) |
| 2. | Is the item a spare part attachment or accessory for an existing equipment | No |
| 3. | Name of the manufacturers/Supplier of the item proposed by the indenter. | M/s Novadaq Technologies Inc, Canada / M/s Kirloskar Technologies Pvt. Ltd., New Delhi |
| 4. | Are they sole manufacturers/sold distributors of the item | Yes |
| 5. | Is there any other item with similar/equivalent specification available in the market to meet the job requirement envisaged.
If the answer is yes, why the same can't be procured. Demanding Officer should bring out comparative functional advantage/cost effectiveness of the recommended item from these offered by other. | No |
| 6. | What were the efforts made to locate alternative source of supply of use other substitutes. | Through internet & no other alternative source for supply of other substitutes |
| 7. | Why open/limited tender can't be resorted to, for locating alternative source. | These are proprietary items of M/s Novadaq Technologies Inc, Canada |
| 8. | Are the proprietary items certifying that the rates are reasonable or not. | Rates certificate from the firm is enclosed |
| 9. | Any other justification for procuring item from single source. | The same machine installed in the Surgical Oncology. |

The above mentioned information is provided by the firm.

Signature of Indenter
(Demanding Officer)

Anurag Srivastava
(Counter Signed)
DR. ANURAG SRIVASTAVA
(Head of the Department)
मुख्य शिक्षक विभाग / Deptt. of Surgical Disciplines
आर्य समाज, 28 / Ansari Nagar, New Delhi-28

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

(Strike out whichever is not applicable)

KIRLOSKAR TECHNOLOGIES (P) LTD.



No. KTPL/NOVADAQ-12/2015

Dated: December 14, 2015

To,
The Director
All India Institute of Medical Sciences
Ansari Nagar,
New Delhi-110029
India

Ref.: Supply of Equipment to access real time visualization & perfusion during open surgical procedure (SPY Fluorescence Angiography System), Qty. 1 no.

Dear Sir,

With reference to your above, we are pleased to enclose our offer for supply and installation of **SPY Fluorescence Angiography system**, for your esteemed institutions.

As you would know, we represent Novadaq's Technologies Inc., a Canadian company Novadaq's manufacturer of SPY Imaging technology combines solid state illumination and high-resolution real-time imaging using sophisticated camera technology, proprietary image analysis and management software, and a proven safe, injectable fluorescing imaging agent. Together these components produce clinically relevant images of blood flow in vessels, micro-vessels and tissue perfusion during a wide variety of complex surgical and outpatient procedures. The SPY Imaging System is United States Food and Drug Administration ("FDA") 510(k) cleared for use for use in several surgical specialties.

Applications:

- a. The Spy intraoperative imaging system used in capturing and viewing fluorescent images for the visual assessment of blood flow as an adjunctive method for the evaluation of tissue perfusion, and related tissue transfer circulation in tissue and free flaps used in plastic, micro-and reconstructive surgical procedure.
- b. The Spy intraoperative imaging is intended to intra-operatively enable surgeons to visually assess blood flow and related tissue perfusion during organ transplant procedures.
- c. Asses the Intraoperative blood flow during surgery on demand high speed imaging intraoperative.
- d. Asses graft potency to confirm procedure success intraoperative.
- e. Evaluate perfusion and function to locate, assess, and optimize target vessels, grafts and functionality.
- f. Diagnose poorly functioning vessels,
- g. Assess and quantify vascular perfusion

Contd...2/-

B-58, 1st Floor, Defence Colony, Bhisham Pitamah Marg, New Delhi-110024, INDIA
Phone: 011-24331368, 24331369; Fax: 011-24331367; E-mail: delhi@kirtoskarmedical.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.kirtoskarmedical.com

-: 2 :-

- h. Assess and quantify micro-vascular flow.
- i. SPY imaging allows the surgeon to assess perfusion within the mastectomy flap at several critical points during the procedure.
- j. SPY gives the surgeons the ability to debride poorly perfused areas of the skin flap prior to inserting the expander, thereby helping him optimally fashion his flap early in the procedure.
- k. It allows the surgeons to evaluate the tissue to be sure the pressure from the expander itself is not compromising perfusion to the skin. If the images reveal that the volume may not be ideal, adjustments can be made and volumes can be reduced. It also help for the Assessment of Zonal Perfusion Using Intraoperative Angiography during Abdominal Flap Breast Reconstruction
- l. SPY imaging played an important role in the surgical decision-making process by helping the surgeon pick the better section of muscle for the flap and by avoiding an unnecessary anastigmatic revision.
- m. The surgeon can use SPY imaging to help determine a viable level for a below the knee amputation when patient presented with progressing gangrene after previous amputation of toes.

Kirloskar Technologies (P) Ltd., (known as KTPL), is a leading company providing Radiotherapy equipment in India. KTPL is part of the 100 year old, 1.2 billion US dollar conglomerate - the Kirloskar Group. Our factory trained engineers excel in providing quick, high quality and cost effective services to the clients.

KTPL has presence in 175 major hospitals and medical colleges all over India. We are also present in over 100 Cath Labs with relevant products and devices.

We sincerely look forward to the pleasure of serving your institute.

Thanking and assuring you of our best services all the times.

Yours faithfully,

For **KIRLOSKAR TECHNOLOGIES (P) LTD.**


RAM CHANDER SAH
MANAGER - MARKETING SUPPORT



Enclosures:

1. Proforma Invoice no. KTPL/SPY/15/2015 dtd. 14/12/2015 for supply and installation of Spy Fluorescence Angiography system.
2. Manufacturer Authorisation from the Manufacturer.
3. Affidavit reg. no vigilance case, no black-listed and non-conviction duly notarised.

Contd...3/-

-: 3 :-

4. Affidavit reg. no higher rate duly notarised
5. Copy of Purchase Order from AIIMS, New Delhi.
6. Proprietary certificate dtd. 21/1/2015 issued by the Manufacturer M/s. Novadaq Technologies Inc, Canada.
7. Copy of Intellectual Property India, Govt. of India, wherein product have been Patented under Patent number: 212054.
8. Canadian Patent no. 2 339 214 issued by Canadian Intellectual Property Office.
9. US Patent
 - (1) no. US 6 915 154 B1 dtd. 5/7/2005
 - (2) no. US 7 881 777 B2 dtd. 1/2/2011
 - (3) no. US 8 892 190 B2 dtd. 18/11/2014
10. Copy of documents upload information for Proprietary approval on AIIMS website.
11. Copy of documents uploaded by Dr. BRAIRCH, AIIMS, on the website.
12. Literature on the product:
SPY Fluorescence Angiography system.

KIRLOSKAR TECHNOLOGIES (P) LTD.



PROFORMA INVOICE

To,

Date:

December 14, 2015

The Director
All India Institute of Medical Sciences,
Ansari Nagar,
New Delhi-110029

Our Reference: KTPL/SPY/15/2015

Your Reference:

Supply of Equipment to access real time
visualization & perfusion during open surgical
procedure (Spy Fluorescence Angiography System)
Qty- 1 no.

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	263,777.00
		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 labelling images.	1	
		v) CCD camera: Enables the surgeon to view and capture high quality digital images	1	
		vi) Laser light source: excite the ICG imaging	1	

Page 1

B-58, 1st Floor, Defence Colony, Bhisham Pitamah Marg, New Delhi-110024, INDIA
Phone: 011-24331368, 24331369; Fax: 011-24331367; E-mail: delhi@kirtoskarmedical.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.kirtoskarmedical.com

	agent causing fluorescence.		
	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	263,777.00
FREIGHT & INSURANCE CHARGES		US DOLLAR	3,000.00
TOTAL C.I.P. PRICE NEW DELHI AIRPORT		US DOLLAR	266,777.00
(U.S. DOLLAR TWO HUNDRED SIXTY SIX THOUSAND SEVEN HUNDRED SEVENTY SEVEN ONLY).			

Indian Agency Sales Commission : Indian Agency Sales Commission of 5 (five) percent is included in the above quoted total 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: 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	1 no.
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.
2.4.	Drapes (10 nos. per box)	10 boxes
2.5.	ICG (Indo Cyanine Green)- per 25 ml	100 nos.

3.	OPTIONAL: Consumable to be supplied by Kirloskar Technologies (P) Ltd., New Delhi:	Qty.	Price (Rs.)
3.3.	Drapes (10 nos. per box)	1 box	Rs.25,000.00
	Special discount	@15%	Rs.3,750.00
	Net price Drapes (10 nos. of per box)	Total	Rs.21,250.00

This price is freezed for 5 years period from the date of installation.

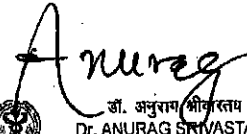

VAT will be payable extra at the prevailing rate by the hospital. At present DVAT rate applicable is 5%.

4. **Installation Charges:** Free of charge
Installation of machine will be done by Kirloskar Technologies (P) Ltd.

5. **Local Transportation Charges** Free of charge

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.


 डॉ. अनुपम/श्रीवस्तव
 Dr. ANURAG SRIVASTAVA
 आचार्य एवं विभागाध्यक्ष / Professor & Head
 शल्य चिकित्सा विभाग / Deptt. of Surgical Disciplines
 अखिल भारतीय आयुर्विज्ञान संस्थान / A.I.I.M.S.
 अंसारी नगर, नई दिल्ली-29 / Ansari Nagar, New Delhi-29



Technology from the
frontiers of medical science

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 @ 7.50%
- (2) Countervailing Duty @ 6.00%
- (3) Special Additional Duty: 4.00%
- (4) Education Cess @ 3.00%

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:**

Rs.1,30,000.00

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 14.50%.

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 05 (five)% total FOB value payable in equivalent Indian Rupees on the then prevailing rate applicable on the date of the signing of the CMC contract.

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 14.50%.

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 delivered):	Int'l Trade Centre- Ontario 180 Wellington Street West 4 th Floor, Toronto, Ontario M5J 1J1

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

Payable in two parts:

- 90% payment on shipment.
- Balance 10% payment on submission of copy of installation certificate issued by the user department.

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.

In case of delay in the installation of the equipment is due to reasons beyond the control of KTPL, then Indian Agency Sales commission shall be released within one month from the date of delivery of the consignment at the hospital site.

8.9. PAYMENT OF INCIDENTAL COSTS & INCIDENTAL SERVICES:

{Payment for item sl. Nos. 3 (optional items), and 7 (custom clearance)}

Payments to be made to the Indian agent Kirloskar Technologies (P) Ltd., New Delhi, on issuance of final acceptance certificate by the consignee/end user.

In case of delay in the installation of the equipment is due to reasons beyond the control of KTPL, then payment of Incidental Costs and Incidental Services shall be released within one month from the date of delivery of the consignment at the hospital site.

8.10. SERVICES OF INDIAN AGENT:

The services to be rendered by Messrs. Kirloskar Technologies (P) Ltd. (KTPL), B-58, Defence Colony, 1st Floor, Bhisham Pitamah Marg, New Delhi-110024, India, are as under:

- (i) Bid, negotiate, attend tender opening, make technical presentations and conclude the contract.
- (ii) Provide maintenance services during and after warranty.
- (iii) All spare parts quotations in India are to be quoted by KTPL in Indian Rupees. This is from the point of view of simplifying logistics involved for import of spare parts into India.
- (iv) Install the equipment as per the installation guidelines of Novadaq Technologies Inc., Canada
- (v) Arrange/provide training the technical staff of the department on the equipment quoted.

8.11. SHIPPING SCHEDULE:

Estimated at 1-2 months from the date of the receipt of acceptable 100% irrevocable L/C.

8.12. **INSTALLATION/COMMISSIONING:**

Installation & Commissioning will be carried out within 07 days from the date of delivery of goods at the hospital's installation site.

8.13. **COUNTRY OF ORIGIN:**

Canada.

8.14. **CURRENCY:**

U S Dollar

8.15. **VALIDITY:**

Till January 31, 2016.

For **KIRLOSKAR TECHNOLOGIES (P) LTD.**


RAM CHANDER SAH
MANAGER- MARKETING SUPPORT



MANUFACTURER'S AUTHORISATION FORM

January 12, 2015

To,
The Chief, Dr. BRAIRCH
All India Institute of Medical Sciences
Ansari Nagar,
New Delhi-110029
India

Dear Sirs,

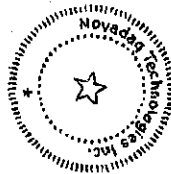
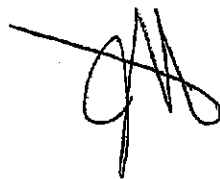
Ref.: Your TE no. IR/GT-11/IRCH/14-15 for supply of Equipment to access real time visualization & perfusion during open surgical procedure, Qty. 1 no.

We, Novadaq Technologies Inc., with registered address at 5090, Explorer Drive Suite 202, Mississauga, Ontario, L4W 4T9, who are proven and reputable manufacturers having factories at Canada and USA, do hereby authorize M/s. Kirloskar Technologies (P) Ltd., B-58, Defence Colony, 1st Floor, Bhisham Pitamah Marg, New Delhi-110024, India, to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. Kirloskar Technologies (P) Ltd., B-58, Defence Colony, 1st Floor, Bhisham Pitamah Marg, New Delhi-110024, India, is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,



Joseph Kletzel, Vice President International Sales

On January 17, 2015

for and on behalf of Novadaq Technologies, 5090 Explorer Drive, Suite 202, Mississauga, Ontario, L4W4T9

January 21, 2015

TO WHOM IT MAY CONCERN

PROPRIETARY CERTIFICATE

This Letter is to certify that the SPY Fluorescence Imaging System™ and SPY Novadrapes™ are proprietary items manufactured by Novadaq Technologies, Inc., 5090 Explorer Drive, Suite 202, Mississauga, Ontario, Canada L4W 4T9.

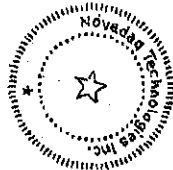
The Spy Fluorescence Imaging System™ is used for the intraoperative visualization of blood vessels, ducts and perfusion through tissue. The Spy System is the only Fluorescence imaging system that utilizes a diffuser, continuous wave diode laser, and distance sensor combined with SpyQ™ Analytic software, allowing surgeons to quantify absolute and relative blood flow and accurately compare the results of various revascularization strategies.

For NOVADAQ TECHNOLOGIES INC., CANADA

Signature:

NAME: Joseph Kletzel

DESIGNATION: Vice President, International Sales



Company Rubber seal: