

REGIONAL INSTITUTE OF MEDICAL SCIENCES:IMPHAL-795004  
(An Autonomous Institute under the Ministry of Health & Family Welfare, Government of India.)

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Reference No. RIMS/PRO/E-2014-Pt-I

Imphal, the 17<sup>th</sup> February, 2014

**Subject:-** Purchase of **Master Lithoclast (EMS) - 1no.** for the Department of Urology at RIMS, Imphal -795004 on **proprietary basis – inviting comments thereon.**

The institute is in the process of purchasing 1 (one) Master Lithoclast (EMS) for the Urology Department RIMS, Imphal -795004 from M/s E.M.S Electro Medical Systems SA, Switzerland on proprietary basis. The proposal submitted by M/s. Healthware Pvt. Ltd. Hyderabad (Authorized Indian Agent of M/s E.M.S Electro Medical Systems SA, Switzerland) 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 15 days from the date of issue of notification by giving reference No. RIMS/PRO/E-2014-Pt-I (Master Lithoclast). The comments should reach RIMS Receipt Sections at Administrative Block of RIMS on or before 4<sup>th</sup> March, 2014 upto 4.30 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.

Sd/-  
Director,  
Regional Institute of Medical Sciences,  
Imphal

**Encl: Related documents enclosed.**

Serene Towers, 4th Floor, 8-2-623/A  
 Road No.10, Banjara Hills  
 Hyderabad-500 034  
 INDIA

**HEALTH  
 WARE**  
 PRIVATE LIMITED




E-mail: info@healthwareindia.com  
 Website: www.healthwareindia.com

Tel: +91 (40) 23318224  
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Dated- 17.01.2014

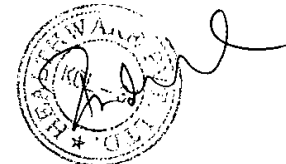
To,  
 The Director,  
 Regional Institute of Medical Sciences,  
 Manipur, Imphal.

Ref- Your RFQ No E/LITHO/MAINT/RIMS-98(P-1) dated 16<sup>th</sup> January 2014 regarding Swiss Lithoclast Master.

Part no.	Description	Qty		Price in INR
FT-128W	Medical Equipment - for Percutaneous Removal of Kidney Stones, with continuous irrigation and suction, with Ultrasound and standard accessories.  SWISS LITHOCLAST – MASTER an Intracorporeal Lithotripter, basic device includes	1		
	Holder for the stone catcher	1		
	Electric foot pedal	1		
	Instruction manual Swiss Lithoclast master	1		
	Spare tube for the pneumatic hand piece without connector	1		
	Stone catcher set (with sterile suction tube, length 3m)	1		
	Carton package	1		
	Ultrasound hand piece set incl	1		
	Ultrasound hand piece	1		
	Silicone seals – (single use)	20		
	Wrench 5 mm	1		
	Transportation case	1		
	Pneumatic hand piece set incl	1		
	Pneumatic hand piece			
	Adjustable interface			
	Probe cap			
	Compressed air tubing for hand piece			
	Silicone probe guide set (packing unit 12 silicones)			
	Transportation case			

NEWDELHI ● KOLKATA ● MUMBAI ● CHENNAI ● BANGALORE ● THIRUVANANTHAPURAM

 <b>DornierMedTech</b> ESWL	 <b>CYRUS ACMI</b> ENDOSCOPES	 <b>EMS</b> ELECTRO MEDICAL SYSTEMS SWISS LITHOCLAST	 <b>SC</b> LASERS	 <b>SURGICAL ULTRASOUND</b>	 <b>GAMBRO</b> CRRT, LIVER SUPPORT
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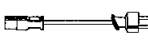


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Pneumatic probes			
Lithoclast probe, Ø 2mm, length 425 mm	1		
Lithoclast probe, Ø 1mm, length 605mm	1		
Lithoclast probe, Ø 0.8mm, length 605mm	1		
Lithoclast probe, Ø 1mm, length 569 mm for combination with the ultrasound probes Ø 3.3mm and 3,8mm	1		
Ultrasound Probes set			
Probe Ø 3.8mm for the ultrasound hand piece [5 times reusable]	5		
Compressed air tubing Compressed air tube 3 m for the compressor DW-007 & DW-010	1		
Main Cord - Europe CEE 7	1		
Compressor 8 bar /220V	1		
LITHOVAC SET			
LithoVac body with tube - valve (silicone tube 15 cm with connector)	1		
Suction set for LithoVac EL-182 (silicone tubing with 2 connecting pieces)	1		
LithoVac suction tube set			
Suction tube for LithoVac Ø1.6mm	1		
Lithoclast probe Ø 0.8mm, length 668mm for EL 213	1		
Suction tube for LithoVac Ø 4mm	1		
Suction tube for LithoVac Ø 3.5mm	1		
Lithoclast probe Ø 1.6mm length 453 mm for EL 212	1		

System Price	Rs 29,000,00.00
CST @ 5%	Rs 1,45,000.00
Total inclusive of CST	Rs 30,45,000.00

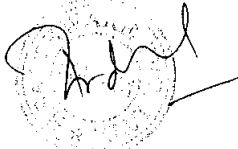
(Rupees Thirty lakhs forty five thousand only)

The above offer is subject to the enclosed "Terms & Conditions of Sale" from our Principals

**If the warranty is 3 years warranty then the price will be Rupees 26,75,000.00 inclusive of taxes.**

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 DornierMedTech ESWL	 CYRUS ACMI ENDOSCOPES	 EMS ELECTRO MEDICAL SYSTEM SWISS LITHOCLAST	 LSQ LASERS	 SURGICAL ULTRASOUND	 GAMBRO CRRT, LIVER SUPPORT
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<b>TERMS &amp; CONDITIONS OF SALE.</b>	
<b>PRICES</b>	<p>All Prices quoted are for supply in INR inclusive of Duty applicable at the present day and as per exchange rate applicable as on the day of Quotation and will be subject to change on the basis of fluctuation of the currency</p> <p>The prices quoted do not include ,withholdings, Surcharge, Octroi, Consumption or any other taxes levied by the State and/or Municipal Corporations / local bodies / authorities. In case any of these duties / taxes / levies are applicable / payable at any time, the same will have to be borne by you / the hospital at its cost and account, at actual.</p>
<b>VALIDITY</b>	Our offer would be valid for 30 days from the date of this offer.
<b>ORDERING PROCEDURE</b>	<p>The firm order for full value covering the equipment shall be placed on</p> <p>M/s Healthware Pvt Ltd          Serene Towers          8-2-623A Road No 10          Hyderanad-500034.</p>
<b>PAYMENT TERMS</b>	100% within 30 days of installation and commissioning.
<b>IMPORT ELIGIBILITY</b>	As per the current Import and Export Policy of Government of India.
<b>DELIVERY</b>	<p>In 4-6 weeks from the date of receipt of your confirmed Irrevocable Letter of Credit from our Bankers, as per the agreement on the payment schedule.</p> <p>The products shall be delivered approximately on the delivery date. The delivery date has been quoted in accordance with our Principals foreseeable capabilities and is subject to Force Majeure. Incase of default our Principal's liability shall be limited to intent and gross negligence. Should a court of law or board of arbitration determine that this limitation of Liability is ineffective, our Principals liability for ordinary negligence shall be limited to 5% of the purchase price.</p> <p>Customer shall take delivery of the product according to Incoterms 1990 at the gate, loading dock or property line of the hospital, as applicable. Customer is responsible for rigging, onsite transportation costs and transfer to the installation room.</p>
<b>INSURANCE</b>	Transit Insurance will be arranged by us on behalf of the purchaser. The transit insurance shall cease 7 days after arrival of shipment at the destination and the purchaser shall thereafter be responsible to arrange adequate and sufficient insurance for the equipment immediately thereafter.
<b>RELATED RESPONSIBILITIES</b>	The recommendations pertaining to the site requirements based on the information provided and made available to us, shall be provided by us to the purchaser for approval after the order is placed on us. We shall not

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<b>DornierMedTech</b> ESWL	<b>CYRUS ACMI</b> ENDOSCOPES	<b>EMS</b> ELECTRO MEDICAL SYSTEMS SWISS LITHOCLAST	<b>LASERS</b>	<b>SURGICAL ULTRASOUND</b>	<b>GAMBRO</b> CRRT, LIVER SUPPORT
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	responsible for any site plans approved and implemented by the purchaser, nor any equipment malfunction due to such site plan approval.
<b>PURCHASER'S RESPONSIBILITIES, SITE ACCESS /SITE REQUIREMENTS ACCEPTANCE TRANSFER OF TITLE</b>	<p>The purchaser shall also be responsible to ensure that properly trained, competent and skilled personnel run the equipment, and only prescribed consumables are used thereof.</p> <p>The purchaser shall provide for a suitable, convenient and unrestricted access for the equipment entry to the installation site. The purchaser shall at its cost carry out any and all civil/structural modifications required towards making such proper site access and fittings, including all masonry, plumbing, carpentry, electrical / airconditioning and other requisite facilities. Incidental activities limited to installation will be carried out by us subsequent to sale at no extra cost, provided the purchaser performs its responsibilities herein. The purchaser shall provide at its expense a proper, adequate and sufficient site and the necessary and requisite power connections and requirements for the proper installation of the equipment (as per the technical brochures / data sheets of ours provided to the purchaser from time to time).</p> <p>Customer or its representative shall accept the product in the hospital immediately after installation and upon demonstration of all technical functions, not later than four days after completion of installation. Acceptance shall be documented by means of a Final Acceptance Certificate in the Form provided by Healthware, signed by Customer or its representative and delivered to Healthware Pvt. Ltd [HWPL]</p> <p>If no Final Acceptance Certificate is signed, acceptance shall be deemed to have taken place ("Date of Acceptance") on the earliest of</p> <p>The date on which customer first uses the products for treatment of patients, or          Six weeks after delivery of the products to the hospital, if acceptance cannot take place or has not taken place through no fault of our Principals.</p> <p>All risks of loss or damage to products shall pass to customer upon delivery to the carrier accordingly to FCA Incoterms 1990. Title to the products shall remain with our Principals until the purchase price is paid in full.</p>
<b>ENVIRONMENT</b>	The equipment offered can be damaged by dust and extreme changes in temperature and humidity, and we shall not be liable for damage caused by the same.
<b>SAFETY</b>	For continued safe and optimum use of this equipment, the purchaser shall strictly follow the instructions given in the Operators manual. We shall not be responsible for damages injuries or losses suffered or caused due to, directly or indirectly, non-compliance with the operator's manual and other related instructions and norms.

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DornierMedTech ESWL	CVRUS ACMI ENDOSCOPES	EMS ELECTRO MEDICAL SYSTEMS SWISS LITHOCLAST	LSQ LASERS	SURGICAL ULTRASOUND	GAMBRO CRRT, LIVER SUPPORT
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	<p><b>INTELLECTUAL PROPERTY RIGHTS</b></p>	<p>It is agreed and acknowledged by the purchaser that in respect of all programs, software, manuals, know-how, techniques, and other forms of proprietary information supplied by us through any acceptable media, whether documented or not, or constituted or contained in the equipment, operating manuals, product data sheets etc., shall be and remain the sole and exclusive property of us or the respective owner of such intellectual property, and that the sale of the equipment along with and such propriety or copyrightable materials supplied by us, shall only constitute a right to use by the purchaser and the purchaser to make any unauthorized copied, by any means, or in any manner violate, breach, or infringe any and all or any of the said intellectual property rights.</p>
	<p><b>MODIFICATIONS</b></p>	<p>Principals reserve the right to make and design improvements until the Products is delivered. Such improvement, however, shall not modify any material aspect of the Product.</p> <p>If any modification to the product is required pursuant to any law or governmental regulation or requirement or interpretation thereof by any governmental agency, which is effective prior to the delivery date and which is applicable to the intended use of the product by the hospital, then in order to meet such requirement, such modification shall be made prior to the delivery date and customer shall pay our Principal reasonable price for such change. If the delivery date is delayed as a consequence of such modification, such delay shall be deemed to be caused by Force Majeure.</p> <p>For safety reasons customer agrees that without the prior written consent of our Principal's no modifications may be made to the product. Customer shall not attach any additional equipment to the product or use any other equipment in connection with the product.</p>
	<p><b>WARRANTY</b></p>	<p>We warrant that the equipment is of merchantable quality, free from any defect in workmanship and material for a period 60 months from the date of installation, whichever is earlier, provided the purchaser and its employees, agents etc., have complied with all other terms hereof.</p> <p>This warranty does not cover consumables like, <b>pneumatic &amp; ultrasound probes, suction tubes (like EL-110 &amp; EL- 111)</b>, nor any defect arising from, caused by or connected with the failure to provide and maintain a suitable operating environment for the product prior to and after installation, defective installation by customer, normal wear and tear; failure to follow explicitly the instructions for which has been authorized by governmental agencies with jurisdiction in such matters or, if there are no such agencies, for purposes other than those specified in the descriptive literature made available. Unauthorized attachments or modifications, service performed not consistent with our Principals guidelines, customer's failure to cooperate in correcting any defects, and/or use of consumables or replacement parts which do not meet Principals functional specifications or any other abuse or misuse by customer.</p> <p>All equipment/parts proving defective to us within the warranty period will</p>

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<p>ESWL</p>	<p>ENDOSCOPES</p>	<p>ELECTRO MEDICAL SYSTEMS SWISS LITHOCLAST</p>	<p>LASERS</p>	<p>SURGICAL ULTRASOUND</p>	<p>CRRT, LIVER SUPPORT</p>
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		<p>be replaced or repaired free of charge, provided such defect has not been caused, directly or indirectly, by any negligent actions or omissions of the purchaser or its employees, agency or any failure to comply with the terms and conditions herein. The warranties and guarantees contained herein shall be voidable at our discretion in the event of a breach of the contractual terms and conditions by the purchaser, including non-payment of consideration or servicing by a person or agency not authorized by us.</p> <p>We shall not, in any circumstances, whatsoever, be liable for indirect or consequential loss such as (but not limited to ) loss of profits, loss of market or the consequences of delay or deviation howsoever caused.</p> <p>Except as specially provided herein, there are no other warranties express or implied, including but not limited to, any implied warranties of merchantability of fitness for particular purpose.</p> <p>Subject to the clauses above our liability howsoever arising under any circumstances shall not exceed in the case of claims for loss or damage to goods or any loss whatsoever suffered by any person the value of the goods sold by us.</p>
	<p><b>CLAIM IN CASE OF DEFECTIVE EQUIPMENT</b></p>	<p>In the event of any defect (against which the above warranty is provided) being found on the equipment reaching the destination /site and thereafter within the warranty period set out above, replacement or repair will be carried out within 45 days from the date of receipt of written notice of such defect by us. The Purchaser shall be entitled only to such replacement or repair of equipment or part thereof, and shall have no other claim, for whatsoever reasons, including but not limited to any claim for direct or indirect damages resulting to or from such defective equipment and/or the time for its replacement or repair, including loss of business/profits, etc.</p> <p>If we do not have in our stock any equipment or components to replace the defective equipment or components thereof then the time taken to manufacture or to obtain supplies from our suppliers shall be in addition to the said period of 45 days without any liability to us.</p>
	<p><b>FORCE MAJEURE</b></p>	<p>We shall not be liable for loss or damage due to delay in manufacture, delivery or installation resulting from any cause beyond our reasonable control including but not limited to compliance with any regulations orders or instructions of any central, state or municipal Government or any department or agency thereof, acts of God, acts or omissions of the Purchaser, including but not limited to failure to comply with recommended operating parameters and norms, acts of civil or military authority, fires, strikes, or factory shutdown, or altercations, embargos, war, riots, terrorism, delays in transportation or inability due to causes beyond our reasonable control to obtain necessary manufacturing facilities or materials from our as usual sources, and any delays resulting from any such cause shall extend delivery dates correspondingly.</p>
	<p><b>SPECIFICATIONS</b></p>	<p>We reserve the right to make any alterations in the designs and</p>

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		specifications of the products/equipment covered by this proposal referred above without notice to the purchaser.
	<b>ARBITRATION</b>	Any difference or dispute arising out of or any reconciliation to these standard trading terms and conditions shall be referred to arbitration. The arbitration shall be conducted in accordance with the Arbitration and Reconciliation Act, 1996 and the venue of the arbitration shall be at Hyderabad.

for HEALTHWARE PRIVATE LIMITED

AUTHORISED SIGNATORY



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Nyon, 15 July 2008


**Subject: Exclusive distribution rights**

To whom it may concern,

This is to confirm that Healthware Private Limited is the sole and exclusive distributor for the entire range of EMS-Medical products: Swiss Lithoclast®; Swiss Lithoclast 2®; Swiss Lithoclast Master®; Swiss Dolorclast®; Swiss Dolorclast-Vet®.  
No other company is authorized to quote for our range of products within India.

With Best Regards

EMS SA.

  
Harald Ketterer  
Sales Manager

pp

EMS ELECTRO MEDICAL SYSTEMS SA

CH. DE LA VUARPILLIERE 31 · CH-1260 NYON · SWITZERLAND · TEL 022 99 44 700 · FAX 022 99 44 701 · e-mail: welcome@ems-ch.com



Nyon, 26.07.2012

**To whom it may concern**

We, E.M.S Electro Medical Systems S.A., located at Chemin de la Vuarpillière 31, 1260 Nyon – Switzerland confirm that E.M.S Electro Medical Systems S.A is the sole manufacturer of a combined ultrasonic and pneumatic intracorporeal lithotripter that is CE marked, FDA (USA) and SFDA (China) approved.

With Best Regards

EMS Electro Medical Systems SA

Andreas Menne  
Intellectual Property Manager

Philippe Robyt  
Supply Chain Manager

**E.M.S. Electro Medical Systems SA**  
Customer Service  
Vuarpillière 31  
1260 Nyon (Switzerland)

EMS ELECTRO MEDICAL SYSTEMS SA

CH. DE LA VUARPILLIERE 31 · CH-1260 NYON · SWITZERLAND · TEL 022 99 44 700 · FAX 022 99 44 701 · e-mail: welcome@ems-ch.com



**MANUFACTURER'S AUTHORIZATION LETTER**

160.13/afe

dated: October 3<sup>rd</sup> 2013

Dear Sir,

We, **M/s. EMS Electro Medical Systems S.A.**, who are established and reputable manufacturers of Intracorporeal Lithotripters having its Registered Office at Chemin de la Vuarpillière 31, CH-1260 Nyon, Switzerland do hereby authorize **M/s. Healthware Private Limited**, Serene Towers, 8-2-623/A, Road No. 10, Banjara Hills, Hyderabad – 500 034 to submit a bid and subsequently negotiate and sign the contract with you against the above tender enquiry.

No company or firm or individual other than **M/s. Healthware Private Limited** are authorized to bid, negotiate and conclude the contract in regard to this business.

We hereby extend our full guarantee for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,  
for **EMS Electro Medical Systems**

**Paolo Zanetti**  
CEO Medical Business Unit

**E.M.S. Electro Medical Systems S.A.**  
Chemin de la Vuarpillière 31,  
CH-1260 NYON (Switzerland)  
Tél. 0041 229944700  
Fax 0041 229944701

**Andreas Menne**  
Head of Legal/IP Department

**EMS ELECTRO MEDICAL SYSTEMS SA**

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