



NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES  
(Institute of National Importance), Bengaluru- 560 029

राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व संस्थान), बेंगलूरु - 560 029  
ರಾಷ್ಟ್ರೀಯ ಮಾನಸಿಕ ಆರೋಗ್ಯ ಮತ್ತು ನರ ವಿಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಪ್ರಾಮುಖ್ಯತಾ ಸಂಸ್ಥೆ), ಬೆಂಗಳೂರು - 560 029

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E-mail [aaos@nimhans.ac.in](mailto:aaos@nimhans.ac.in)



## PURCHASE SECTION NOTICE INVITING OBJECTION

Reference No. STR-D3/SACCMR/NIIR/2020-21

28.01.2021

**Sub: Purchase of “Small Animal Coil for 3.0 T Clinical MR System” for use in Department of Neuroimaging & Interventional Radiology on Proprietary basis – Inviting comments thereon**

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The Department of Neuroimaging & Interventional Radiology has requested to purchase “Small Animal Coil for 3.0 T Clinical MR System” from M/s. RAPID Biomedical GmbH, Germany.

The small animal coil for 3.0T Clinical MR system will include following items:

Sl. No.	Item description	Qty	Cost (€)	Remarks
1	<sup>1</sup> H Volume Resonator for Rat head	1	12,670.00	Other miscellaneous charges extra
2	Animal Holder for Rats	1	5,150.00	

The notice is being uploaded for general information of prospective manufacturer / Authorized Distributor / Dealers to submit their objection / Proposal / Comments, If any, on proprietorship of the items.

In case the product of any manufacturer / Authorized distributor / Dealer conforms to the enclosed specifications, they may submit their proposal for the supply of the same along with documentary evidence. One quotation of the product along with specification may also be submitted.

The objections / comments / proposal should be sent in sealed cover to the “I/c. Administrative Officer, Post Bag no. 2900, Purchase Section, NIMHANS, Hosur Road, Bengaluru - 560 029”, so as to reach on or before 17.02.2021 by 11:00 AM failing which it will be presumed that no other firm is interested to offer comments / protest / object and case will be decided on its merits.

The reference No. STR-D3/SACCMR/NIIR/2020-21 Dated 28.01.2021, due date 17.02.2021 should be superscribed on sealed envelope (Two cover – Technical: Cover A & Financial: Cover B).

### Enclosures:

1. Proprietary usage certificate certified by end user (Annexure I).
2. Proprietary certificate from M/s. RAPID Biomedical GmbH, Germany (Annexure II).
3. Quotation along with specifications from M/s. RAPID Biomedical GmbH, Germany (Annexure III).

*[Signature]* 28/01/21  
I/c. Administrative Officer  
Purchase section  
National Institute of Mental Health  
& Neuro Sciences  
Bengaluru – 560 029

*[Signature]* 28/01/21

RAPID Biomedical GmbH  
Kettelerstr. 3-11  
97222 Rimpf  
Germany

T +49 (0)9365 8826-0  
F +49 (0)9365 8826-99

info@rapidbiomed.de  
www.rapidbiomed.de

**RAPID**  
**Biomedical**

MR Coils - Made to Measure

Dr. Manoj Kumar  
National Institute of Mental Health & Neurosciences  
NIMHANS - NIIR  
Bangalore 560029  
India

Your contact at RAPID Biomedical:  
Marco Irkens  
marco.irkens@rapidbiomed.de  
+49 (0) 9365 8826-37

**Quotation No. 2020-08-5928**  
via e-mail to: vermanojk@gmail.com

21 August 2020

Dear Dr. Kumar,

As requested, we are pleased to submit for your consideration this quotation for preclinical rodent coils. Please find technical specifications of the MR system in the table below. Should the specifications deviate, please specify and we will provide a revised quotation.

MR System	Software Version	<sup>1</sup> H Frequency
Siemens Biograph mMR 3 T	VE11P	123.2 MHz

**Pos. 1**

**<sup>1</sup>H volume resonator for mouse head**

V-HQ-030

transmit / receive

quadrature polarization

fixed tuned

inner diameter 25 mm

resonator length 30 mm

resonator shifted towards the end of the coil housing

distance from housing flange to RF iso center approx. 2 cm

including coil stand

no medical device

for the price of

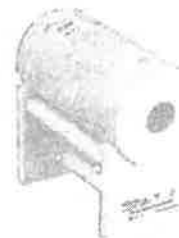


image similar to product

**12 670 €**

Managing Director: Dr. Florian Odoj  
Authorized Signatory: Kay Lipinski

Registered: Würzburg HRB 6495  
VAT- / Ust.-IDNo. DE 199413 294  
WEEE-Reg.-No. DE: 40561382

Hypo Vereinsbank / UniCredit Bank AG  
IBAN DE62 7902 0076 0001 4685 02  
SWIFT (BIC) HYVEDE33

Sparkasse Mainfranken Würzburg  
IBAN DE31 7905 0000 0044 0685 26  
SWIFT (BIC) BYLADE33

**Pos. 2**

**Animal holder for mice**

LHMXG

head rest

outer diameter 24 mm

body rest

inner diameter 37 mm

outer diameter 39 mm

with integrated anaesthesia mask and tooth bar, no stereotactic system

for the price of

**5 150 €**

**Pos. 3**

**<sup>1</sup>H volume resonator for rat head**

V-HQ-030-01793

transmit / receive

quadrature polarization

fixed tuned

inner diameter 40 mm

resonator length 45 mm

resonator shifted towards the end of the coil housing

distance from housing flange to RF iso center approx. 3 cm

including coil stand

no medical device

for the price of

image similar to product

**12 670 €**

**Pos. 4**

**Animal holder for rats**

LHRXG

head rest

outer diameter 39 mm

body rest

inner diameter 67 mm

outer diameter 71 mm

length 500 mm

with integrated anaesthesia mask and tooth bar, no stereotactic system

for the price of

**5 150 €**

The coil files delivered with the coil are only valid for the software version that has been specified in your order. Any future software upgrade of the MR system will need new coil files that should be ordered in advance of the upgrade. The current price for the upgrade to the next higher version is 400 € per coil.

The usage of the coil(s) is only allowed in combination with the MR system described in this quotation. The coil(s) are not permitted to be used on any other MR system or with any other software version.

**General Conditions**

Previously supplied proposals, prices and conditions on comparable products are void upon release of this quotation. All positions of this offer can be adapted to your special demands. The intended use of the delivered items is described in the product manual.

The product images shown in this document are for illustration purposes only and may not be an exact representation of the final product.

**RAPID Biomedical GmbH (RAPID)**  
**Kettelerstraße 3-11, 97222 Rimpf**  
**General Terms of Business (Goods and Services)**  
**Update February 2011**

**I. General**

All goods and/or services (hereinafter called Services) provided by RAPID Biomedical GmbH (hereafter called RAPID) unless otherwise expressly agreed in writing, shall be provided solely on the basis of the following terms of business. This also applies for future business relations during the period of validity of these Terms of Business. All purchase orders and commissions on the part of the buyer require the written confirmation of RAPID. Any particular promises on the part of RAPID must also be in writing. The orderer's purchase conditions shall not apply even if they have not been objected thereto, and the contract has been concluded without reservation in the full knowledge that the buyer's terms of business are contrary or different from these. The buyer agrees that his data may be electronically stored and processed within RAPID.

**II. Offer**

1. If no binding date is given for any binding written offer submitted by RAPID, RAPID shall cease to be bound by the offer at the end of three (3) months after the date of the offer.

Offers in the catalogues and brochures of RAPID shall not be binding unless they are expressly described as binding. Unintentional changes in illustrations, drawings, dimensions and weights, consumption and performance information etc. as given in the offers or order confirmations of RAPID shall be accepted by the buyer.

3. RAPID retains without restriction the right of ownership of and copyright in cost estimate and all other documents; they may only be made accessible to third parties with the express written consent of RAPID.

4. In the case of Services provided outside the Federal Republic of Germany, the execution of the contract is subject to the granting of the necessary export permits.

**III. Delivery conditions, scope of delivery, delivery dates, cancellation of delivery**

1. All deliveries are handled according to Incoterms® 2011, ICC.

2. The scope of the delivery shall be determined solely by the written order confirmation of RAPID; changes and secondary agreements must be in writing.

3. Technical protection devices will only be provided where this is required by law or if it has been expressly agreed in writing.

RAPID is entitled to make partial deliveries.

5. All dates and deadlines for the RAPID order and delivery shall, after the binding order has been received by RAPID, be binding on the buyer. If circumstances with respect to the delivery of the goods or services are such that RAPID is not responsible, the deadline shall be extended correspondingly. This applies particularly in cases of force majeure, measures taken as part of an essential disaster (especially stress and lock-outs) and the failure of sub-contractors to deliver goods or services in so far as RAPID is not responsible, and other unforeseeable circumstances for which RAPID is not responsible.

6. If RAPID should be culpably late, the purchaser may, for each complete week by which the goods or services are delayed and in so far as he can prove that he has suffered a loss as a result of such lateness, claim damages as a result of exceeding 1% of the agreed net price for that part of the deliveries and services which could be used in the production purpose intended.

7. Claims both for loss or damage on the part of the purchaser due to delayed delivery and claims for loss or damage in place of delivery which exceed the restrictions set out in Clause III/5 are excluded in all cases of delayed delivery even after the expiry of an extension of the delivery period granted to us. This does not apply in so far as compulsory liability exists in cases of intent, gross

negligence or where there is damage to life, limb or health or a change on the burden of proof in the purchaser's disadvantage is not agreed with this. The purchaser may only withdraw from the contract within the constraints of the provisions of law in so far as RAPID is responsible for the delayed delivery.

8. When so requested by RAPID, the purchaser is obliged to state within a reasonable period of time if he will withdraw from the contract due to the delayed delivery and / or claim damages in place of delivery, or if he will insist on delivery.

**IV. Prices**

1. The prices are given in the binding written offer of RAPID.

2. Transport cost are due to buyer, but prepaid by seller.

3. The offered prices contain adequate consideration for transport.

3. Value added tax at the appropriate statutory rate shall also be added to the prices.

**V. Terms of payment**

1. Payments shall be made within 30 days after date of invoice without deduction. The crucial factor in deciding whether the payment has been made in time is the date on which the payment arrives on the account of RAPID.

2. The payment periods stated under Clause 1 shall apply correspondingly for all partial deliveries. The buyer shall not be entitled to hold back payments if the partial delivery/deliveries can be used as such.

3. If the payment periods are exceeded, the vendor shall be entitled to demand interest at 5% above the base interest rate in accordance with § 247 of the German Civil Code (BGB). In addition, the purchaser is only entitled to reduce payments or offset any counter-claims in so far as these are recognised in writing or established by a declaratory judgement.

**VI. Retention of ownership**

1. All the goods supplied shall remain the Company's property until the complete payment has been made by the buyer. The buyer is entitled to sell the goods on further as part of a proper business transaction. In the event of their being sold on, the buyer here and now assigns to the Company the payments owing from the sales transaction and any other claims against his customers with all secondary rights in the sum of the claims that the Company has against the customer (extended retention of ownership). The purchaser shall only be authorised to recover the assigned claims as part of normal business; this authorisation may be revoked.

RAPID will only make use of the power of revocation if the purchaser fails to fulfil his payment obligations towards RAPID or if other circumstances should intervene which endanger the claim of RAPID as a result of the discontinuation of the purchaser's solvency. In this case, the purchaser is obliged, if so requested by RAPID, to inform his customers immediately of the assignment of the claim and to provide RAPID with all information and documentation necessary for its collection.

2. In the event of failure to comply with the terms of payment, ownership of the delivered property, together with declaration of the purchaser's financial situation, subject of clearance or bill of exchange or if the purchaser himself applies for insolvency proceedings or if insolvency proceedings are opened by him against RAPID, will be passed to the purchaser, in full and final, and the purchaser shall be obliged to provide RAPID with all information and documentation necessary for its collection and the purchaser's books, records.

3. In so far as the value of all the items of RAPID charged in aggregate does not exceed more than 10%, RAPID will, at the purchaser's request, release a corresponding part of the items under delivery of RAPID.

4. As long as all of the claims to payment of RAPID have not been paid, the purchaser may not change the delivered goods or alter them in any way without the prior written consent of RAPID. RAPID shall be informed immediately of any repairs, attachments or other disposals by third parties.

5. In the event of non-payment, RAPID shall be entitled, after sending a reminder, to take back the goods delivered, and the buyer shall be obliged to return them.

6. Processing and manufacture of the reserved goods, done for RAPID as a manufacturer within the meaning of § 530 of the German Civil Code (BGB), without any obligation for RAPID being thereby imposed. The manufacturer and processor shall count as reserved goods within the meaning of the provision in Clause VI/1 of these Conditions. In the event that the purchaser manufactures, constructs and fixes the reserved goods with other goods, the joint ownership of the item shall be in proportion to the relative value of reserved goods to the invoice value of other goods from RAPID which have been used. If the reserved goods have been combined with other goods into an indivisible item and if the other item is to be regarded as a principal claim, the purchaser is obliged to transfer proportionate joint ownership in an item as the principal claim belongs to the purchaser.

**VII. Assumption of risk**

1. Risk passes to the buyer immediately to Incoterms® 2011, ICC. The goods shall be transported to the named delivery address at the expense and risk of the buyer. The buyer shall apply accordingly for partial deliveries.

2. RAPID shall, at the buyer's cost, insure the delivery against transport damage for a sufficient sum. To preserve any claims against RAPID providing transport insurance, the buyer must be informed of any damage or loss, and a damage report from the transport company must be provided, immediately after the delivery of the goods dispatched.

3. If delivery should be delayed as a result of circumstances for which the purchaser is responsible, risk passes to the purchaser on the arrival of the notification that the goods are ready for dispatch. After the expiry of a consecutive extension of time to accept the goods, RAPID is entitled to dispose of the goods otherwise, and to supply the purchaser after a reasonable period of time.

4. If dispatch or delivery is delayed at the request of the purchaser by more than one month after being informed of the readiness of the goods, RAPID may awaken the purchaser with storage charges in the amount of 0.5% of the price of the goods for each month or part month but not exceeding more than 1% of the price. The right is reserved to the contractual parties to provide higher or lower storage costs.

**VIII. Warranty**

1. RAPID warrants that at the point of the transfer of use, the goods are free from material and manufacturing defects and that the delivered product has the agreed-on technical characteristics that have been agreed in writing and documented in the delivery.

2. The warranty period is 12 months starting with the date of acceptance of the goods by the buyer.

3. For subsequent repairs, the warranty period is 6 months from the time when the repair was completed. However, this period shall not exceed the time of the warranty period given in Clause VII/1.

4. The offer is subject to check the object of the delivery on arrival to ensure that it is complete and its characteristics are in accordance with the contract and is not in any way defective. Any obvious material and technical defects to RAPID immediately, however, at the latest within a period of 4 weeks. In the event that the buyer does not meet this obligation, the RAPID shall not be bound by the warranty.

5. The warranty period is 24 months for RAPID own products or the products of the fully produced or the factory of RAPID or other place to which the delivery of object was manufactured, except if the right of the

correction is performed in the factory of RAPID. RAPID shall bear the dispatch costs in the event of an inadequate repair or replacement delivery, the buyer may demand that either the price is reduced or that the contract is cancelled.

6. No responsibility is taken for damages that are due to improper use or operation of the delivered object by the buyer or third parties. The same applies for improper start-up, violation of operating regulations, instructions for use or the recognised technical regulations and for use of unsuitable tools, negligent treatment, excessive stress and strain, etc. by the buyer or third parties, for normal wear and tear and chemical, electrochemical or electrical factors which could not be foreseen under the terms of the contract. Liability shall also be excluded if the buyer or third parties have made changes to the object delivered without the prior agreement of RAPID.

**IX. Claims for compensation**

All further claims on the part of the buyer shall be excluded, especially compensation for damages that were not caused directly by the delivery object (consequential damages), unless RAPID showed intent or gross negligence when the damage occurred or a warranted characteristic is absent.

This is also not applicable in so far as a legal liability exists under the Product Liability Act. Claims for loss or damage arising from material breach of contractual obligations are nevertheless limited to foreseeable loss or damage caused under the contract insofar as intent or gross negligence are not proven and in so far as the liability is not for life, limb and health.

In so far as the purchaser is entitled to claim for loss or damage under this Clause, such claims lapse at the end of the period applicable to claims for defective materials set out in Clause VII/2.

**X. Impossibility, Adaptation of Contracts**

1. In so far as delivery is impossible the purchaser is entitled to claim for loss or damage unless RAPID is not responsible for the impossibility. Nevertheless, the purchaser's claim for loss or damage shall be limited to 10% of the net price of the delivery which cannot be used for the operational purpose intended due to the impossibility. This limitation does not apply in so far as inability is attributable in cases of intent or gross negligence or of damage to life, limb or health, a change in the burden of proof to the purchaser's disadvantage is not according with this. The purchaser's right to withdraw from the contract remains unaffected.

2. In so far as unforeseeable events within the framework of Clause VII/1 occur, the purchaser's claim for loss or damage shall be limited to 10% of the net price of the delivery of the goods which cannot be used for the operational purpose intended due to the impossibility. This limitation does not apply in so far as inability is attributable in cases of intent or gross negligence or of damage to life, limb or health, a change in the burden of proof to the purchaser's disadvantage is not according with this. The purchaser's right to withdraw from the contract remains unaffected.

**XI. Miscellaneous**

1. Even if individual points are legally invalid, the remaining parts of the contract and the General Terms of Business shall remain valid. If a provision or agreement is invalid, the parties shall make use of a provision that corresponds to the intent of the parties in the contract. If the contract is not valid, the parties shall make use of a provision that corresponds to the intent of the parties in the contract. If the contract is not valid, the parties shall make use of a provision that corresponds to the intent of the parties in the contract.

2. The law of the Federal Republic of Germany shall apply.

3. The contract shall be concluded in the German language. The German language shall prevail in the event of a conflict of laws.



NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES  
(INSTITUTE OF NATIONAL IMPORTANCE)  
BANGALORE - 560 029

DEPARTMENT OF NEUROIMAGING AND INTERVENTIONAL RADIOLOGY

No.NIMH/NI&IR/2020-21

Date: 07.01.2021

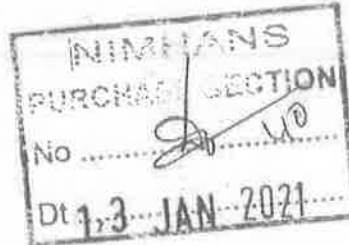
From,

Dr. Manoj Kumar,

Assistant Professor

Dept. of NHR,

NIMHANS, Bangalore-29



Proprietary Certificate from End User

The "**RAPID Biomedical GmbH**" is a worldwide operating company and provides MRI coils and equipment for MR-system globally. In the USA company is supplying their products through a subsidiary *RAPID MR International*, while in the rest of the world-including India, through *RAPID Biomedical GmbH*.

Hence, I, herewith declare that no other vendor or company supply this or similar to this product '<sup>1</sup>H volume resonator for mouse head -V-HQ-030 and '<sup>1</sup>H volume resonator for rat head - V-030-01793' and *RAPID Biomedical GmbH* is the only supplier for this product.

Thanking you,

Yours sincerely,

Dr. Manoj Kumar

Received

8.1.21

Dr. ROSE DAWN BHARATH  
KMG-53292  
Professor & Head  
Department of NI & IR  
NIMHANS, Bengaluru-560029

105  
12/01/2021

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Kettelerstr. 3-11  
97222 Rimpf  
Germany

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www.rapidbiomed.de

**RAPID**  
**Biomedical**

MR Coils - Made to Measure

RAPID Biomedical GmbH, Kettelerstr. 3-11, D-97222 Rimpf, Germany

Dr. Manoj Kumar  
National Institute of Mental Health & Neurosciences  
NIMHANS - NIIR  
Bangalore 560029  
India

Your contact at RAPID Biomedical:  
Marco Irkens  
marco.irkens@rapidbiomed.de  
+49 (0) 9365 8826-37

## Statement of Sole Supplier

via e-mail to: vermanojk@gmail.com

04 January 2021

Dear Madam or Sir,

We herewith confirm to be sole supplier of the offered items referring to RAPID Biomedical quotation 2020-06-5873, specified as follows:

Item 1: <sup>1</sup>H volume resonator for mouse head - V-HQ-030

Item 2: <sup>1</sup>H volume resonator for rat head - V-HQ-030-01793


We are a worldwide operating company. Our coils and equipment for MR-systems are custom-made and partly protected by patents. In the USA we are supplying this product through our subsidiary RAPID MR International. In the rest of the world - including India - we herewith declare that no other vendor or company supply this or similar to this product and Rapid Biomedical is the only supply for this product.

Furthermore, we affirm that we are allowed to partake in public tenders in Germany as well as in Europe following the definition of the EC directive 2004/18/EC (in particular Title II, Chapter VII, Section 2, Art. 45 et seq.). This is directly associated with the positive attributes of our "Personal situation", the "Suitability to pursue the professional activity", the "Economic and financial standing", the "Technical and/ or professional ability", the "Quality assurance standards" and the "Environmental management standards".

Sincerely,

  
Dr. Florian Odoj  
Managing Director

  
18.1.21  
Dr. Rose Dawin Bharath  
KMC-53292  
Professor & Head  
Department of NI & IR  
NIMHANS, Bangalore-560029

  
18.1.21  
Dr. ROSE DAWIN BHARATH  
KMC-53292  
Professor & Head  
Department of NI & IR  
NIMHANS, Bangalore-560029

Managing Director: Dr. Florian Odoj  
Authorized Signatory: Kay Lipinski

Registered: Würzburg HRB 6495  
VAT- / Ust.-IDNo. DE 199413 294  
WEEE-Reg.-No. DE 40561382

Hypo Vereinsbank / UniCredit Bank AG  
IBAN DE62 7902 0076 0001 4685 02  
SWIFT (BIC) HYVEDEMM 455

Sparkasse Mainfranken Würzburg  
IBAN DE31 7905 0000 0044 0685 26  
SWIFT (BIC) BYLADEM1SWU