



ALL INDIA INSTITUTE OF MEDICAL SCIENCES  
DEPARTMENT OF SURGICAL DISCIPLINES  
ANSARI NAGAR, NEW DELHI-110029  
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(Stores Section)

Ref. No.06/Surgery/Proprietary/2016-17/St.

Dated: 21.12.2016

Subject: Purchase of Robotic Surgical System from M/s Intuitive Surgical Sarl, Switzerland through M/s Vattikuti Technologies Pvt. Ltd. on proprietary basis – Inviting comments thereon.

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The request has been received from HOD Deptt. of Surgical Discipline to purchase the subject item from M/s Intuitive Surgical Sarl, Switzerland through M/s Vattikuti Technologies Pvt. Ltd. on proprietary basis. The proposal submitted by M/s Vattikuti Technologies Pvt. Ltd., Bangalore (India) for Robotic Surgical System (mfg. by M/s Intuitive Surgical Sarl, Switzerland) and PAC certifications are attached herewith.

The above documents are being uploaded on AIIMS/Govt. Website 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 No. 06/Surgery/Proprietary/2016-17/St. The comments should be received in the office of Stores Officer (Surgical Block), Department of Surgical Disciplines, Room No. 5001, 5<sup>th</sup> Floor, AIIMS, Ansari Nagar, New Delhi-110029 on or before 13/01/2017 up to 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.

  
STORES OFFICER (Surgery)

Encl: Related documents enclosed.

1. PAC Certificate enclosed.
2. Specification of equipment.



## Vattikuti Technologies LLC

1000, Town Centre, Suite 700, Southfield, MI 48075; Telephone: 248 281 2545

Date: 17<sup>th</sup> Nov. 2016

Ref: VT-PROFORMA-Xi-SC-2016-11-17

To,  
The Director,  
All India Institute of Medical Sciences  
Ansari Nagar,  
New Delhi – 110 029. (Surgical Block)

Dear Sir,

### Proforma Invoice for Single console da Vinci Xi robotic surgery system

| S No. | Description                                                                                                                                                                                                                                                                              | Qty     | USD (CIF)        |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------------|
| 1     | IS 4000 da Vinci Xi® system with Single Surgeons Console, Firefly endoscope (0° & 30° scopes), built in ERBE energy source with 1 year Warranty and reusable accessories with 1 year Warranty + 2 years additional CMC for single console                                                | 1 No    | 2,454,942        |
| 2     | Additional Surgeons' console with FEK integration                                                                                                                                                                                                                                        | 1 No    | 650,000          |
| 3     | 2 years additional CMC for single console + 4 years additional CMC for second console                                                                                                                                                                                                    | Lot     | 270,000          |
| 3a    | Less cost of retractors                                                                                                                                                                                                                                                                  |         | -15,894          |
| 4     | Familiarization Training for 4 surgeons, 2 basic and 2 basic plus. The fee for Basic training per day per surgeon @ USD 3000 and Basic Plus training is @ USD 6500 per surgeon. Proposal includes 2 Basic Plus training as well as cost of Travel (economy class), stay and incidentals. | Lot     | Included         |
| 5a.   | Starter Kit as per DSCI for approx 100 Uro/Gyn procedures (value USD 155,510/-) - Annexure 1 a                                                                                                                                                                                           | Lot     | Included         |
| 5b.   | Additional 90 procedures Instruments & Accessories as per Annexure 1 b                                                                                                                                                                                                                   | Lot     | 126,000          |
| 6     | AirSeal with consumables as per Annexure 2                                                                                                                                                                                                                                               | Lot     | Included         |
| 7     | Skill Simulator                                                                                                                                                                                                                                                                          | Lot     | Included         |
| 8     | Medicapture HD recorder                                                                                                                                                                                                                                                                  | Lot     | Included         |
| 9     | Retractor- FK - Chungh - Kupper Smith                                                                                                                                                                                                                                                    | Lot     | Not Included     |
| 9a.   | <b>Total FOB Value of system, simulator, I&amp;A and training</b>                                                                                                                                                                                                                        |         | <b>3,485,048</b> |
| 9b.   | Freight and insurance for System as above                                                                                                                                                                                                                                                |         | 35,000           |
| 9c.   | <b>CIF Value of System, Nearest international airport</b>                                                                                                                                                                                                                                |         | <b>3,520,048</b> |
| 10    | Post Warranty Initial support period Comprehensive Maintenance charges only for System (See terms and conditions for exclusions/special programs)                                                                                                                                        | Year    | CMC/Yr in USD    |
| 10a.  | CMC per year payable in INR, in advance of the maintenance period, conversion from USD to INR done on the SBI TT sell rate 15 days prior to the CMC start date. Applicable Taxes -                                                                                                       | Year 6  | 147,000          |
| 10b.  |                                                                                                                                                                                                                                                                                          | Year 7  | 154,350          |
| 10c.  | Service Tax, VAT, GST, CST. Local taxes if any are extra and payable by the purchaser. The                                                                                                                                                                                               | Year 8  | 162,068          |
| 10d.  | CMC charges is exclusive of any works contract TDS/TAX and future taxes at the time of                                                                                                                                                                                                   | Year 9  | 170,171          |
| 10e.  | payment.                                                                                                                                                                                                                                                                                 | Year 10 | 178,679          |

Customs duty, Local Taxes, Entry tax or Octroi etc as applicable extra and to be borne by the purchaser. Customs clearance charges to be borne by the purchaser.  
Payment Term: 100% through irrevocable letter of credit payable draft at Sight

**VALIDITY of this Proposal:** 60 days from the date of proposal.

Authorized Signatory



We hereby Accept terms of this proposal:  
Authorized Signatory:

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 **Robotic Surgery System with Accessories for Dept. of Surgery**
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 Intuitive Surgical Sarl, Switzerland/  
M/s Vattikuti Technologies Pty. Ltd., India**
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. **No**  
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.
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 Intuitive Surgical Sarl, Switzerland**
8. Are the proprietary items certifying that the rates are reasonable or not. **Rates certificate from the firm is enclosed**  
*May be Negotiated*
9. Any other justification for procuring item from single source. **These are proprietary items of M/s Intuitive Surgical Sarl, Switzerland**  
*Anurag*  
*19-11-16*

The above mentioned information is provided by the firm.

Signature of Indenter  
(Demanding Officer)

*Anurag Srivastava*

डॉ. अनुराग श्रीवास्तव  
Dr. ANURAG SRIVASTAVA  
मुख्य एवं विभागाध्यक्ष / Professor & Head  
सर्वोपचार विभाग / Dept. of Surgical Disciplines  
अखिल भारतीय आयुर्विज्ञान संस्थान / A.I.I.M.S.



डॉ. अनुराग श्रीवास्तव  
Dr. ANURAG SRIVASTAVA  
(Counter Signed)  
(Head of the Department)  
मुख्य एवं विभागाध्यक्ष / Professor & Head  
सर्वोपचार विभाग / Dept. of Surgical Disciplines  
अखिल भारतीय आयुर्विज्ञान संस्थान / A.I.I.M.S.  
अखिल भारतीय आयुर्विज्ञान संस्थान, नई दिल्ली-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)

*Dr. Shaji Thomas*  
DR. SHAJI THOMAS  
मुख्य एवं विभागाध्यक्ष / Director Professor, Surgery  
सर्वोपचार विभाग / Central Health Services  
जय हार्दिक मेडिकल कॉलेज  
जय हार्दिक मेडिकल कॉलेज, नई दिल्ली-1

*AK*

*Dr. Anup Kumar*  
DR. ANUP KUMAR  
M.S., MCh (Urology) AIIMS Gold Medalist  
ONB (Urology) MNAMS  
Urology Fellow in Robotics (USA)  
Central Health Services  
Professor and Head of Department  
Department of Urology & Renal Transplant  
Nodal Officer for Cancer & Renal Transplant  
VMMC & Safdarjung Hospital, New Delhi



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### Annexure - 1A

#### Instruments & Accessories

| Sl# | Part Number | Description                  | Qty |
|-----|-------------|------------------------------|-----|
| 1   | 400180      | Tip Cover Assembly           | 4   |
| 2   | 470006      | Large Needle driver          | 8   |
| 3   | 470093      | Prograsp Forceps             | 4   |
| 4   | 470172      | Maryland Bipolar Forceps     | 8   |
| 5   | 470179      | Hot Shears                   | 4   |
| 6   | 470183      | Permanent Cautery Hook       | 3   |
| 7   | 470184      | Permanent Cautery Spatula    | 4   |
| 8   | 470205      | Fenestrated bipolar forceps  | 2   |
| 9   | 470207      | Tenaculum Forceps            | 2   |
| 10  | 470230      | Large Hem-o-lok clip applier | 4   |
| 11  | 470309      | Mega Suturecut Needle Driver | 2   |
| 12  | 470327      | Medium Large Clip Applier    | 2   |
| 13  | 470318      | Small Graptor                | 8   |
| 14  | 470347      | Tip-up Fenestrated Grasper   | 2   |

#### Consumables

| Sl# | Part Number | Description              | Qty |
|-----|-------------|--------------------------|-----|
| 1   | 470361      | 5mm-8mm Universal Seal   | 35  |
| 2   | 470015      | Instrument Arm Drape     | 15  |
| 3   | 470357      | 8 mm Bladeless Obturator | 10  |
| 4   | 470341      | Column Drape             | 4   |

#### Reusable Instruments

| Sl# | Part Number | Description                  | Qty |
|-----|-------------|------------------------------|-----|
| 1   | 470002      | 8mm Instrument Cannula       | 4   |
| 2   | 470004      | 8mm Instrument Cannula Long  | 2   |
| 3   | 470008      | 8mm Blunt Obturator          | 4   |
| 4   | 470009      | 8mm Blunt Obturator Long     | 1   |
| 5   | 400490      | Endoscope Sterilization Tray | 2   |
| 6   | 381216      | Instrument release kit       | 4   |

#### Emergency Spares

| Sl# | Part Number | Description           | Qty |
|-----|-------------|-----------------------|-----|
| 1   | 380989      | Blue Fibre Kit        | 1   |
| 2   | 470397      | da Vinci Gage Pin     | 2   |
| 3   | 371716      | Covidien Cable        | 1   |
| 4   | 470383      | Monopolar energy cord | 4   |
| 5   | 470384      | Bipolar Energy Cord   | 4   |
| 6   | 342562      | Instrument Introducer | 4   |



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#### Annexure 1B

##### Limited Use Instruments- Xi

| Sl# | Part Number | Description                                            | Qty |
|-----|-------------|--------------------------------------------------------|-----|
| 1   | 400180      | Tip Cover Assembly                                     | 9   |
| 2   | 470006      | Large needle driver                                    | 9   |
| 3   | 470093      | Prograsp forceps                                       | 9   |
| 4   | 470172      | Maryland bipolar forceps                               | 2   |
| 5   | 470179      | Hot Shears (Monopolar curved scissors) Requires 400180 | 9   |
| 8   | 470205      | Fenestrated bipolar forceps                            | 7   |
| 14  | 470383      | Monopolar Cable                                        | 2   |
| 15  | 470384      | Bipolar Cable                                          | 2   |

##### Disposables - Xi

| Sl # | Part # | Description                          | Qty |
|------|--------|--------------------------------------|-----|
| 1    | 470361 | 5-8mm Universal seal                 | 36  |
| 2    | 470015 | Instrument Arm Drape                 | 18  |
| 3    | 470357 | 8mm Bladeless Obturator (disposable) | 15  |
| 4    | 470341 | Column Drape                         | 5   |

#### Annexure II

| Annexure II |                                                          |                |     |
|-------------|----------------------------------------------------------|----------------|-----|
| S No.       | Description                                              | Qty            |     |
| 1           | AirSeal® IFS Intelligent Flow system (230V)              | 1              |     |
| 2           | AirSeal® Consumables (Disposables)                       |                |     |
| S No.       | Description                                              | Pieces per Set | Qty |
| 2a.         | TriLumen Filtered Lube set for AirSeal® IFS              | 12             | 10  |
| 2b.         | 12 mm Access Port with bladeless Optical Tip 120 mm long | 12             | 3   |
| 2c.         | 12 mm Access Port with bladeless Optical Tip 100 mm long | 12             | 3   |
| 2d.         | 8 mm Access Port with bladeless Optical Tip 100 mm long  | 12             | 2   |
| 2e.         | 5 mm Access Port with bladeless Optical Tip 100 mm long  | 12             | 2   |

#### IMPORTED ITEMS

Terms and conditions for the Proforma Invoice as above

|    |                                           |                                                                                                               |
|----|-------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 1. | ROBOTIC SURGERY SYSTEM                    | IS 4000 da Vinci® Xi 4ARM, robotic surgery system with associated items and options.                          |
| 2. | NAME OF THE MANUFACTURER                  | The da Vinci robotic surgery system and associated parts are manufactured by Ms/ Intuitive Surgical Inc, USA. |
| 3. | COUNTRY OF ORIGIN                         | USA                                                                                                           |
| 4. | PURCHASE ORDER TERMS, VALUE AND INSURANCE | The Purchase order to be placed on Vattikuti Technologies LLC, USA.                                           |





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|     |                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14. | <b>WARRANTY<br/>da Vinci Instruments and<br/>accessories</b>    | <p>All accessories and consumables carry a warranty of 90 days from the date of delivery to the hospital, whether supplied along with the initial system or procured subsequently, for manufacturing defects.</p> <p>For ease of understanding Accessories mean all parts covered in the Intuitive I&amp;A catalogue and includes cables and the like also.</p> <p>Instruments supplied along with the system or procured later separately have a warranty only limited by the prescribed number of usage.</p> <p>Limited use instruments if fails will be sent back for failure analysis to the manufacturer and if found to be manufacturing related failure, credit will be given to the unused uses of the limited use instrument. However if the fault in the analysis is found to be due to mishandling by the user no credit will be extended to the hospital. The failure analysis by the manufacturers engineering department shall remain final.</p> <p>Such credits can be used to adjust against payments of future purchase of instruments- no cash refund will be provided.</p> <p>Such credit will be extended to the extent of FOB Value in USD and shall not include Customs duty and other charges.</p>                                                       |
| 15. | <b>POST WARRANTY<br/>MAINTENANCE OF SPECIAL<br/>ACCESSORIES</b> | <p>The <i>da Vinci</i>® system has special accessories such as Camera, Endoscopes and Skill Simulator.</p> <p>These accessories are long life when used carefully as per the manufacturer Instruction for use. However if at any time they go faulty the following special Post warranty maintenance shall apply.</p> <p>Camera and Endoscope are covered by Advance exchange program.</p> <p>Should the camera or Endoscopes fail they will be repaired and reinstalled / replaced with ETN (Equivalent to New) part at a special price of USD12,000 per repair per device. The hospital shall raise a Purchase order immediately and pay upon the delivery of the repaired part and demonstrated to work satisfactorily. Such repaired part shall carry a warranty of 6 months from the date of delivery for defects of repair.</p> <p>During the period standby Camera /Endoscope as the case may be, will be provided. The faulty part will be taken back.</p> <p>All defects when detected must be documented and Vattikuti Technologies Pvt Ltd informed within 2 working days of the defect being detected.</p> <p>The warranty and CMC does not apply if any repair is done by other parties or improper or negligent or accidental damage to the system and parts.</p> |
| 16. | <b>POST WARRANTY<br/>MAINTENANCE</b>                            | <p>Only Comprehensive Annual Maintenance contract is offered for this system.</p> <p>Comprehensive Annual Maintenance (CAMC) covers only the System and its parts; Instruments and Accessories supplied with the system are not covered under the CAMC. Comprehensive Annual Maintenance Charges for the System after the initial</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |





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|     |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                             | The Total value of the Purchase order includes cost, insurance and freight for delivery up to port of entry airport, India. Insurance up to the acceptance of the system by the hospital, or 30 days from the date of delivery of system at the doors of the hospital whichever is earlier.                                                                                                                                                                                                                                                                                                                              |
| 5.  | METHOD OF PROCUREMENT                       | The Procurement shall be direct import by the Hospital from Vattikuti Technologies LLC, USA with Purchase order released on them.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6.  | MODE OF SHIPMENT                            | The system and all parts will be shipped by Air Cargo only. They are not suitable for shipment by sea.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7.  | CUSTOMS CLEARANCE                           | Hospital is responsible for the customs clearance of the consignment (import clearance) at port of entry and paying the appropriate customs duty and any other local taxes and ensures that the consignment is in the Hospital premises. Vattikuti Technologies Pvt Ltd distributor of manufacturer in India will provide necessary assistance in the process. Hospital is responsible for using appropriate CDEC/NMIC certificates as appropriate to avail any exemption applicable.                                                                                                                                    |
| 8.  | EXCHANGE RATE FLUCTUATION                   | The Exchange rate shall be in such a way that the total Amount in USD, without any deduction, is received by the beneficiary at the time of transfer to beneficiary bank. Irrevocable Letter of credit shall be established suitably by the purchaser at their own cost. Purchaser to bear any and all costs associated with the exchange rate fluctuation and any demurrage caused by delay in customs clearance process by the Purchaser. Vattikuti Technologies shall be responsible for the original documents to reach the Purchaser / Bank before the consignment reaches the port of entry airport.               |
| 9.  | DELIVERY PERIOD                             | 10 to 12 weeks from the date of establishing a commercially clear purchase order and Irrevocable Letter of credit as per payment terms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 10. | PACKAGING                                   | The system and all parts will be PACKAGED suitable for air transportation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 11. | PAYMENT TERMS                               | By irrevocable Letter of Credit in favour of Vattikuti Technologies LLC, USA 100% (Hundred percent) of net CIF price payable against draft at sight.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 12. | BANK CHARGES                                | All bank charges for establishing the Letter of Credit in favour of Vattikuti Technologies LLC, USA shall be borne by the hospital. Any bank charges to be incurred on account of changes by the purchaser or supplier shall be borne by the respective parties.                                                                                                                                                                                                                                                                                                                                                         |
| 13. | WARRANTY<br>da Vinci Robotic Surgery system | <p>da Vinci® System Surgeon Console, Patient Side Cart, Vision System – 13 months from the date of shipment of the system or 12 months from the installation and commissioning whichever is earlier.</p> <p>This CMC will cover the System – surgeons' console, patient cart and vision cart.</p> <p>Exclusion in CMC- all Instruments and accessories supplied as part of the system, or procured separately are not covered under CMC at any time.</p> <p>All parts in the Instruments and Accessories Catalogue of Intuitive Surgical) are not covered under the CMC as they come under the Consumables category.</p> |





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|     |                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                | <p>support period, shall be as per the proforma Invoice. This amount is payable in Indian Rupees, converted in to Rupees at the beginning of the CAMC period based on the RBI reference rate 15 days prior to the start of the CAMC period.</p> <p>The CAMC in Indian rupees is payable 100% in advance of the CMC period.</p> <p>All statutory Taxes as applicable at the time of Invoicing shall be extra.</p> <p>The CMC rates are valid as indicated in the proforma invoice for the years 4 - 10 after installation.</p>                                                                                                                                                   |
| 17. | SPARE PARTS and SERVICING      | <p>Maintenance and servicing will be performed by Vattikuti Technologies Pvt Ltd, Bangalore INDIA. They will maintain inventory of most spare parts for supply ex-stock in India on required basis during the warranty period and for system under maintenance contract. However in case of import of a spare part during the said period, the replacement parts will be supplied on free of cost basis to the Hospital and serviced at the earliest possible time.</p> <p>All faulty parts will be taken back by Vattikuti Technologies Pvt Ltd.</p>                                                                                                                           |
| 18. | SERVICE SUPPORT                | <p>Vattikuti Technologies Pvt Ltd, Bangalore will be providing the System support and maintenance services. Trained Field engineers are stationed across India and will attend to faults across India.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 19. | INSTALLATION AND COMMISSIONING | <p>The consignment upon customs clearance must be stored in a covered area within the hospital (protected from rain, dust etc) if the same cannot be installed immediately in the designated OT. The system will be installed and commissioned by Vattikuti Technologies engineers at no extra cost. However time, space and help to unpack the system and move it to the OT needs to be provided by the hospital. The installation and commissioning will be completed within one week of the system arrival at the hospital subject to the conditions given above and site being ready in all aspects. Hospital shall not delay the installation efforts for any reasons.</p> |
| 20. | UPGRADATION IN SOFTWARE        | <p>Any up gradation in software on the existing platform/ configuration purchased shall be provided free of cost during the warranty period and when under maintenance contract without break.</p> <p>Software required for using all new instruments compatible with the platform of system supplied shall always be provided free if not already available in the system.</p>                                                                                                                                                                                                                                                                                                 |
| 21. | MAINTENANCE of EQUIPMENT       | <p>Maintenance is to be undertaken by Vattikuti Technologies Pvt Ltd distributor of manufacturer in India by its Trained System support engineer only. The Hospital staff will be trained to identify any system fault indications for calling the Service engineer for the maintenance.</p> <p>Periodic preventive maintenance will be undertaken by the service engineer. As per Manufacturers schedule preventive maintenance is done once in six months.</p> <p>In case of breakdown the hospital shall intimate the designated field engineers by phone as well as email or fax. The field engineer will respond to the Hospital within 6 working hours, by</p>            |





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|     |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                      | <p>email or fax, of receiving the intimation of the incident report and corrective actions will begin thereafter provided the system remains connected to Internet as per the proposal. System remaining connected to Internet is the key to providing timely maintenance.</p> <p>If any part of the system breakdown occurs due to the mishandling of the system by the users, the cost of repair to be borne by the hospital only. All such incidents shall be recorded and mutually signed to ensure the same are suitably accounted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 22. | OT STAFF TRAINING/<br>INSTALLATION/<br>DEMONSTRATION | <p>Hospital designated staff- Nurses, OT technician will be trained on the system features and use at the time of installation and demonstration of the system.</p> <p>Half day sessions training for two batches of OT support staff (Nurses and technicians totalling 3 persons per batch) at the hospital immediately after installation and commissioning included. However if there is a new batch of such OT staff they will be trained in one or two half day sessions. Time for training has to be provided by the hospital in the OR for this training. Installation, demonstration and this training is as outlined above.</p> <p>The OT Staff training is FREE to the hospital. However the batches of OT Staff who will actually support the robotic procedures alone shall be trained FREE.</p>                                                                                                                                                                                                                                                                      |
| 23. | SURGEONS TRAINING                                    | <p>One/two day familiarization training for the surgeons is offered in Intuitive Authorised Training Centre.</p> <p>As a guideline Urologists, Gynaecologists &amp; General surgeons need to undertake one day Basic Training and Colorectal and Thoracic surgeons need to undertake one day Basic training followed by One day of Basic Plus training for second day.</p> <p>The purchaser will have to bear and arrange at their cost the travel, stay and incidental for the surgeons.</p> <p>For surgeons the training shall be provided at USD 3000 for Basic training and USD6500 for Basic Plus training which includes one day of Basic training. This price for training is Valid for the year up to end Dec. 2016. The price is payable in equivalent in Indian Rupees and applicable taxes extra shall be borne by the purchaser</p> <p>This fees is does not include travel, stay and incidentals.</p> <p>The hospital to nominate a single point of contact for the coordination of the surgeons training who will be the single point of contact from hospital.</p> |
| 24. | CLINICAL PATHWAY AND<br>CREDENTIALING                | <p>Hospital may adopt their own norms for credentialing a surgeon to perform robotic surgeries.</p> <p>Hospital is responsible for credentialing the surgeons for practicing surgery using the robotic surgery system at the hospital as appropriate.</p> <p>Hospital is responsible for any procedure that the system may be used to perform a procedure taking note that Da Vinci is suitable</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



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|-----|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                    | <p>for performing a set of FDA approved surgeries and more surgeries may be added by FDA in future.</p> <p>The recommended clinical pathway for the surgeons who undergo Familiarisation Technical Training is to perform at least 10 robot assisted surgeries in a 4 to 6 week period immediately after the training, with guidance from an experienced proctor and this will mean careful planning in inducting surgeons in to the robotic training program and thereafter.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 25. | USER MANUALS                                       | <p>The User Manual covering system features and its use will be provided along with the system in soft copy only.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 26. | PROCTORING WORKSHOP                                | <p>Proctoring by experienced robotic surgeons is recommended for a newly trained surgeon to start practicing robotic surgeries.</p> <p>Vattikuti Technologies Pvt Ltd will be willing to arrange for Proctoring services if required by the hospital.</p> <p>The charges for the services of the proctor shall be as per the commercial proposal provided herein as optional by Vattikuti Technologies Pvt Ltd, India. The charges indicated shall cover travel (Domestic / International as the case may be), hotel stay, and honorarium for the proctoring services. All Taxes and levies are extra and shall be borne by the hospital.</p> <p>International proctor for 5 working days USD25,000 in equivalent Indian rupees plus taxes as applicable at the time of payment. Proctoring services offered is optional.</p> <p>Hospital is responsible for obtaining all necessary statutory permissions for the proctor to perform surgeries in the hospital from the appropriate authorities. Necessary assistance in this regard shall be provided by Vattikuti Technologies.</p> |
| 27. | PRE-INSTALLATION LIAISON                           | <p>Hospital shall designate a point person who will provide the single point liaison for timely delivery of system and fulfilment of pre-installation requirement etc. if any. Internet connection with an IP address must be provided by the Hospital at their cost on the day of installation for connecting the online monitoring system. System shall be always under internet connection to ensure proactive servicing.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 28. | ONGOING PROCUREMENT OF INSTRUMENTS AND CONSUMABLES | <p>The prices of Instruments, Accessories and Consumables will remain firm till July 2017. These prices are subject to change.</p> <p>Hospital can import the Instruments and consumables from Vattikuti Technologies LLC, USA through Vattikuti Technologies Pvt Ltd India.</p> <p>Payment by wire transfer or Letter of credit with 100% payment in advance. Delivery 10 to 12 weeks from the date of receipt of PO and Payment.</p> <p>However if the hospital desires to procure it against Rupee Payment, Vattikuti Technologies will offer the same in Rupees based on landed costs and conversion rates at that time and therefore if there are requirements Vattikuti Technologies Pvt Ltd will submit proforma invoice for the items based on the then prevailing conversion rates and customs duty applicable. For Rupee sales, local taxes will be extra.</p> <p><u>Payment terms : 100% in advance along with PO</u></p>                                                                                                                                                   |



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**Vattikuti Technologies LLC**

1000, Town Centre, Suite 700, Southfield, MI 48075; Telephone: 248 281 2545

|                   |                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |                            |                   |                            |               |                                                       |     |             |                |           |
|-------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------|-------------------|----------------------------|---------------|-------------------------------------------------------|-----|-------------|----------------|-----------|
|                   |                                                       | Delivery period : 10 to 12 weeks.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| 29.               | INTERNET CONNECTION                                   | The Hospital shall ensure the system is connected 24 x 7 to UPS and Internet. It is essential for the system to be connected to Internet to perform remote diagnostics. If the system is not connected to INTERNET, maintenance of the system is not possible in reasonable time. The Internet costs are to be borne by the hospital.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| 30.               | HOSPITAL RESPONSIBILITIES                             | <p>The Hospital shall provide access to the system at reasonable hours for system diagnostics and maintenance. However when restoring faults it may be required to provide access to the maintenance staff 24 x 7 to ensure early system restoration. Hospital shall use the system, instruments and accessories as per manufacturer's recommendation and Instructions for Use (IFU) only. Hospital shall ensure that this is complied with at all times. Any violation of the same shall be the sole responsibility of the hospital.</p> <p>The Hospital will be required to give an undertaking that it shall dispose of the da Vinci System in accordance with the then existing Environmental and regulatory rules and regulations at the end of its useful life.</p> <p>The Hospital will indemnify both Vattikuti Technologies Pvt. Ltd. and Intuitive Surgical for any liability on this account.</p> |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| 31.               | END USER LICENSE AGREEMENT                            | Hospital shall sign the End User Licence agreement for the use of the software belonging to Intuitive Surgical Inc, under license, before the shipment of the system from USA. This is to be signed prior to the shipment of the system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| 32.               | COORDINATION                                          | Hospital to provide a single point of contact for coordinating the arrival of the goods, storage, unpacking and moving the equipment to the OT and installation and commissioning.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| 33.               | PROCEDURE DATA                                        | Hospital shall provide on a weekly basis the date-wise procedures, surgeons name and the name of the procedures performed during the week. This should be automatic process. Patient identity is not required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| 34.               | DOCUMENTS PROVIDED WITH DELIVERY OF SYSTEM            | Vattikuti Technologies shall provide the following documents.<br>Commercial Invoice<br>Packing List<br>Airway Bill<br>Insurance and details of shipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| 35.               | BANK DETAILS OF VATTIKUTI TECHNOLOGIES LLC, USA.      | <table><tr><td>Beneficiary name:</td><td>Vattikuti Technologies LLC</td></tr><tr><td>Name of the Bank:</td><td>J P Morgan, Chase Bank, NA</td></tr><tr><td>Bank address:</td><td>500 Stanton Christiana Road,<br/>Newark, DE 19713, USA</td></tr><tr><td>ABA</td><td>021 000 021</td></tr><tr><td>Account Number</td><td>885433730</td></tr></table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Beneficiary name: | Vattikuti Technologies LLC | Name of the Bank: | J P Morgan, Chase Bank, NA | Bank address: | 500 Stanton Christiana Road,<br>Newark, DE 19713, USA | ABA | 021 000 021 | Account Number | 885433730 |
| Beneficiary name: | Vattikuti Technologies LLC                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| Name of the Bank: | J P Morgan, Chase Bank, NA                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| Bank address:     | 500 Stanton Christiana Road,<br>Newark, DE 19713, USA |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| ABA               | 021 000 021                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| Account Number    | 885433730                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| 36.               | INCOTERMS DEFINITION                                  | Shall be as per ICC Incoterms 2010                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                   |                            |                   |                            |               |                                                       |     |             |                |           |
| 37.               | HSN Code for Robotic Surgical Equipment               | HSN Code: 9018:9099                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |                            |                   |                            |               |                                                       |     |             |                |           |

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Date: 17<sup>th</sup> Nov 2016

Ref: VT-PROFORMA-LS-2016-11-17

To,

Dear Sir,

The Director  
All India Institute of Medical Sciences (Surgical Block)  
Ansari Nagar,  
New Delhi – 110029

**Proposal for accessories compatible with da Vinci Xi robotic surgery system**

| S No. | Description                                                                                                                                           | Qty  | INR       |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|
| 1     | STERRAD 100 S Hydrogen peroxide gas plasma sterilizer compatible for scope of da Vinci Xi - 1year warranty + 4 years CMC + Consumables for 100 cycles | 1 No | 72,80,000 |
| 2     | APC 10 KVA/9KW 3 Phase UPS with 1 hour battery back-up; 2 years warranty on UPS, 3 years CMC and 5 years CMC on battery                               | 1 No | 800,100   |
| 3     | Ultrasonic cleaner compatible with I&A for da Vinci Xi                                                                                                | 1 No | 515,200   |
|       | Total Value of accessories compatible with da Vinci Xi w/o local tax, etc                                                                             |      | 85,95,300 |

**(Rupees Eighty Five Lakh Ninety Five Thousand Three Hundred Only)****Note:**

1. All applicable CST/VAT extra
2. The recommended accessories are proposed to ensure smooth functioning of the da Vinci Xi system.
3. The proposal does not include local taxes, specific octroi/entry tax that would be applicable.
4. Payment Term: 100% irrevocable letter credit payable draft at sight

**VALIDITY of this Proposal:** 60 days from the date of this proposal.

Authorized Signatory



## Vattikuti Technologies Private Limited

55, Yashas Building, Opp to RT Nagar Police station, Viswesawariahnagar, HMT Layout, Bangalore 560032.  
Tel: 080 4969 3300 Fax: 080 4969 3311 CIN No.U74900KA2010PTC052074

### LOCALLY SUPPLIED ITEMS

Terms and conditions for the Proforma Invoice as above

|     |                                        |                                                                                                                                                                                                                                                  |
|-----|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | ACCESSORIES FOR ROBOTIC SURGERY SYSTEM | Ultrasonic cleaner, STERRAD – Hydrogen Peroxide Gas Plasma Sterilizer with consumables.<br>Price as per commercial proposal dated 16 <sup>th</sup> November 2016                                                                                 |
| 2.  | PURCHASE ORDER VALUE                   | The Purchase order to be placed on<br>M/s Vattikuti Technologies Pvt Ltd<br>55, Yashas Building, Opp. R T Nagar PS,<br>Visweshwariah Nagar, HMT Layout,<br>Bengaluru - 560032.                                                                   |
| 3.  | METHOD OF PROCUREMENT                  | The Procurement shall be direct Purchase order released on<br>M/s Vattikuti Technologies Pvt Ltd, India.                                                                                                                                         |
| 4.  | MODE OF SHIPMENT                       | The system and all parts will be shipped by Road.                                                                                                                                                                                                |
| 5.  | DELIVERY PERIOD                        | 90 days from the date of placement of the order                                                                                                                                                                                                  |
| 6.  | PACKAGING                              | The system and all parts will be PACKAGED suitable for road transportation.                                                                                                                                                                      |
| 7.  | PAYMENT TERMS                          | 100% irrevocable letter credit payable draft at sight                                                                                                                                                                                            |
| 8.  | TAXES                                  | All applicable taxes like VAT,CST, Octroi/Entry Tax will be payable as per existing tax rates. In case of exemption of VAT,CST, Octroi/Entry Tax the necessary documents will be provided to the supplier along with the Purchase Order.         |
| 9.  | BANK CHARGES                           | Any bank charges to be incurred on account of changes by the purchaser or supplier shall be borne by the respective parties.                                                                                                                     |
| 10. | WARRANTY                               | All items carry 1 year warranty and additional 4 years CMC.                                                                                                                                                                                      |
| 11. | WARRANTY Instruments and accessories   | All accessories and consumables carry a warranty of 12 months from the date of delivery to the hospital, whether supplied along with the initial system or procured subsequently, for manufacturing defects.                                     |
| 12. | SPARE PARTS and SERVICING              | Maintenance and servicing will be performed by Vattikuti Technologies Pvt Ltd, through the authorized service agency of the respective vendors.<br><br>All faulty parts will be taken back by Vattikuti Technologies Pvt Ltd.                    |
| 13. | SERVICE SUPPORT                        | Vattikuti Technologies Pvt Ltd, Bangalore will be providing the System support and maintenance services. Trained Field engineers are stationed across India and will attend to faults across India.                                              |
| 14. | INSTALLATION AND COMMISSIONING         | The installation and commissioning will be completed within one week of the supply to the hospital subject to the conditions given above and site being ready in all aspects. Hospital shall not delay the installation efforts for any reasons. |
| 15. | MAINTENANCE of EQUIPMENT               | Maintenance is to be undertaken by Vattikuti Technologies Pvt. Ltd.'s through the authorized agency of the respective vendors.                                                                                                                   |



Proposal for local supplies as above 17<sup>th</sup> Nov 2016 - Ref: VT-India-PROFORMA—LS-2016-11-17

## Vattikuti Technologies Private Limited

55, Yashas Building, Opp to RT Nagar Police station, Viswesawariah nagar, HMT Layout, Bangalore 560032.  
Tel: 080 4969 3300 Fax: 080 4969 3311 CIN No.U74900KA2010PTC052074

|     |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                                     | <p>In case of breakdown the hospital shall intimate the designated field engineers by phone as well as email or fax. The field engineer will respond to the Hospital within 1 working day.</p> <p>If any part of the system breakdown occurs due to the mishandling of the system by the users, the cost of repair to be borne by the hospital only. All such incidents shall be recorded and mutually signed to ensure the same are suitably accounted.</p> |
| 16. | OT STAFF TRAINING/ INSTALLATION/ DEMONSTRATION                      | <p>OT technician and biomedical engineer will be provided training on all third party accessories.</p> <p>The OT Staff training is FREE to the hospital. However the batches of OT Staff who will actually support the robotic procedures alone shall be trained FREE.</p>                                                                                                                                                                                   |
| 17. | USER MANUALS                                                        | The User Manual covering system features and its use will be provided along with the system in soft copy only.                                                                                                                                                                                                                                                                                                                                               |
| 18. | PRE-INSTALLATION LIAISON                                            | Hospital shall designate a point person who will provide the single point liaison for timely delivery of system and fulfilment of pre-installation requirement etc. if any. Internet connection with an IP address must be provided by the Hospital at their cost on the day of installation for connecting the online monitoring system. System shall be always under internet connection to ensure proactive servicing.                                    |
| 19. | COORDINATION                                                        | Hospital to provide a single point of contact for coordinating the arrival of the goods, storage, unpacking and moving the equipment to the OT and installation and commissioning.                                                                                                                                                                                                                                                                           |
| 20. | DOCUMENTS PROVIDED WITH DELIVERY OF SYSTEM                          | Vattikuti Technologies shall provide the following documents.<br>Commercial Invoice<br>Packing List                                                                                                                                                                                                                                                                                                                                                          |
| 21. | INFORMATION ABOUT VATTIKUTI TECHNOLOGIES PVT LTD., BANGALORE, INDIA | <p>IEC code – 0710019424</p> <p>Sales Tax/ VAT registration- TIN NO.29470614200</p> <p>Excise Registration – not applicable</p> <p>Service Tax registration- AADCV1595RSD001</p> <p>PF registration- KN/60374</p> <p>ESIC registration- Not applicable</p>                                                                                                                                                                                                   |

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End of Commercial proposal.

