

**HAFFKINE BIO PHARMACEUTICAL CORPORATION LIMITED****Procurement Cell****( A Government of Maharashtra Undertaking)****Regd. Office : Acharya Donde Marg, Parel, Mumbai 400 012 (INDIA)**

<b>Phone No: 022- 24129320-23</b>	<b>Website : http://www.vaccinehaffkine.com</b>
<b>Managing Director :022-24150628</b>	<b>E-mail: procurementcell@vaccinehaffkine.com</b>
<b>General Manager (Procurement Cell) :022-24100478</b>	<b>No.: 7923 /Haffkine/Procurement Cell/RT-2728/ Robotic Surgery System with all Accessories/ 2022-23.</b>
<b>दि: २९.०८.२०२२ प्रशासकीय मंजूर निधी २०,६२,४२,८६२/-</b> <b>(जिल्हा खनिज प्रतिष्ठान ट्रस्ट, नागपुर २०२२-२३) (Qty.- 01)</b>	<b>Date: 23/02/23</b>

**To,****M/s. Intuitive surgical India Pvt. Ltd.,****5<sup>th</sup> floor, Tower A, 'The Millennia' 1 & 2****Murphy Road Ulsoor, Bangalore 560008.****Contact No. 7799014146.****E-Mail: [manpreet.luthra@intusurg.com](mailto:manpreet.luthra@intusurg.com)****Subject : Supply Order for Tender No. RT-2728/Robotic Surgery System with all Accessories.****Reference: 1. Tender No. RT-2728/HBPCL/PC/Robotic Surgery System with all Accessories/ 2021-22.****2. शासननिर्णय, क्रमांक - जीएचएन -२०१७/प्र.क्र.४५७/प्रशा-१**  
**दिनांक : २९ ऑगस्ट, २०२२.****3. शासननिर्णय, क्रमांक - जीएचएन -२०१८/प्र.क्र.४५७/प्रशा-१**  
**दिनांक : १९ डिसेंबर, २०१८.****4. Sanction of Tender Approval Committee Meeting No. 146**  
**Date : 09.03.2022.****5. Letter of Intimation (LoI) No. 1876/RT-2728/Robotic Surgery System with all accessories dated 17.02.2023**

With reference to the tender cited under reference no 1, you are requested to supply the following goods as per details mentioned below to consignee list enclosed with this order.

<b>Sr. No.</b>	<b>Name of the item</b>	<b>Specification of item</b>	<b>Quantity / Unit (DMER)</b>	<b>Unit Rate inclusive of GST(Rs.)</b>	<b>Total Amount Rs.</b>
<b>1</b>	<b>Robotic Surgery System with all Accessories</b> <b>Make &amp; Model : da Vinci X Single Console</b>	<b>As per Annexure X</b>	<b>01</b>	<b>20,62,42,862/-</b>	<b>20,62,42,862/-</b>
<b>Total amount in words: Rupees Twenty Crore Sixty Two Lakh Fourty Two Thousand Eight Hundred Sixty Two Only.</b>					
<b>Factory Location: Intuitive Surgical Inc., 1020 Kifer Road, Sunnyvale, California 94086.</b>					

**1 Forwarding:** Forwarding Free on Road Destination. I.e. door delivery basis.**2 Delivery Period:** 12 weeks from the date of receipt of order by the supplier to the consignee attached.**3 Pre-Dispatch Inspection:****A.** Supplier shall make necessary arrangement / facilitate to carry out Pre-Dispatch inspection as per Tender Terms & condition and submit the Inspection report to this office. The Pre-

Dispatch inspection cost will be borne by supplier. Machine should be dispatched only after Satisfactory Pre-Dispatch Inspection.

- B.** The Supplier shall ensure supply of original equipment as per the terms and conditions of tender document. It is the responsibility of Supplier to ensure that the Robotic Surgery System (RSS) with all accessories to be supplied and installed are of **not refurbished/reconditioned** as per observation made in paragraph number 4 of Hon'ble Bombay High Court (Nagpur Bench) order WP No. 3427/2000 dated 28.10.2019, the same shall be certified from the IIT Bombay or an equivalent Institutes and from Director, Directorate of Medical Education and Research (DMER). The issuance of this work order is being made subject to the compliance of above conditions.

- 4 **Risk purchase clause:** If the bidder fails to supply the stores within the stipulated delivery period, the order will stand cancelled. Undersigned shall be entitled to purchase such stores from any other source at such price which ordinarily should not be more than 10% of the tender price. The extra expenditure in such cases shall be recovered by Managing Director, Haffkine Bio Pharmaceutical Corporation Ltd. (Procurement Cell), Mumbai from the Supplier.
- 5 **Payment Terms:** Payment of 100% of the contract value will be made within 8 weeks on delivery and successful installation and satisfactory commissioning and operation of the machinery.
- 6 **Acceptance & Receipt:** It should be submitted in Appropriate Format to the purchasing authority.
- 7 **Delivery Challan** - Should be sent in the name of consignee in duplicate. It should specify Name of Equipment / Mfg. by / packing & quantity.
- 8 **Invoice Copy** - Should be sent in triplicate on the Name of Managing Director, Haffkine Bio Pharmaceutical Corporation Ltd. (Procurement Cell), Mumbai. Along with Bill of Entry, Bill of lading and Country of Origin Certificate of the consignment.
- 9 **Other Terms :**
- 1) Warranty: The warranty period shall be for 5 years from the date of commissioning of all equipment supplied as certified by the consignee. After completion of 5 years warranty period Manufacturer/Supplier should give commitment to ensure services and supply of spare part for further 5 years. The successful tenderer must ensure 95% uptime during warranty period. In case of downtime, warranty period will be extended for period of downtime. If the equipment is not attended within 24 hours for Mumbai and 48 hours for other places the supplier will be liable to pay a penalty of 0.07% of purchase cost for every day of delay. Such penalty will be recovered from the amount of security deposit. Certificate of such uptime / downtime issued by the end user will be binding for the supplier Replacement of spares parts thereof due to manufacturing defects during warranty period will be entirely at the supplier's cost.
- 2) The user institution will enter to the Comprehensive Maintenance Contract with supplier agency @ 5% of the order value (excluding taxes) of the equipment per year for 5 years after completion of warranty period. In case of non-compliance of CMC the supplier will be liable to pay penalty or for appropriate action. Payment of CMC on yearly basis will be made by the user's institution, at the end of the year after satisfactory performance report from the end user.
- 10 **Contract Agreement:** The supplier was informed through letter of intimation( LoI) on dated 17.02.2023 to complete the formalities such as submission of Security deposit, payment of incidental expenses and signing of contract agreement. The Supplier has submitted above mentioned Security Deposit and incidental expenses via NEFT on 23.02.2023. However, the Supplier could not submit the signed Contract Agreement on 23.02.2023. Considering all this and to comply with Hon'ble Bombay Court, Nagpur Bench directions the work order is being issued by the department. The Supplier should submit a tripartite (Importer, Manufacturer and Haffkine Bio Pharmaceutical Corporation Ltd.) Contract Agreement on non-judicial stamp paper of requisite value

within 7 days from the date of issue of Supply Order. In case if the Supplier fails to submit the Contract Agreement as per above timeline, this supply order stands cancelled.

**Fall Clause**

It is a condition of the contract that all through the currency thereof, the price at which you will the supply stores should not exceed the lowest price charged by you to any customer during the currency of the contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies.

**Consignee:** As per list enclosed



**Managing Director**  
**Haffkine Bio Pharmaceutical Corporation Ltd.**  
**(Procurement Cell), Mumbai**

**Copy to:**

- 1) Commissioner Health Services, Mumbai.
- 2) Director, Medical Education & Research, Mumbai-400 001.
- 3) Account Manager, Haffkine Bio Pharmaceutical Corporation Ltd. (Procurement Cell), Mumbai.
- 4) Office File.

**Copy to Consignee: Dean, Government Medical College & Hospital, Nagpur.:** As per Tender Condition No.17 The user Institution should get the Comprehensive Maintenance Contract done with supplier agency @ 5% of the Order value (excluding taxes) of equipment per year for Five years after Completion of warranty period.

**Copy Submitted to:** 1) Secretary, Medical Education & Drug Department, Mantralaya, Mumbai.

## Annexure-X

Sr. No.	Technical Specification
1)	The robotic surgical system (RSS) should have surgeon independent open / closed console with two hand controls, back driven haptics /visual feedback and next generation hand controllers. It should have ability to use for surgery or Virtual training. The console should have next generation Progressive High definition open screen and can be viewed by more than one surgeon/ student at a time.
2)	It should have up to 4 modular arms- with 1 X HD camera arm and 3X instrument Arms that can be connected and positioned in any configuration required (from 1 to 4 arms). All components should be able to easily be transferred between operating rooms and in standard elevators.
3)	10mm/8mm 3D HD endoscope 0° and 30° as standard with the system should be provided.
4)	There should be separate/ integrated endoscope and camera units to avoid down time in the event of damage. The two separate parts allow a mix and match strategy for surgery.
5)	The RSS should work with all common electro surgery generators. It should be validated with the most common Valley Lab systems. Electro surgery generators should be provided and they can be used in both robotics cases and all other surgery-allowing greater flexibility.
6)	It should have next generation collaborative and sensing robotic arms to allow bedside assistant to work safely among the arms even when operating.
7)	It should have 6.8mm/8mm full wristed instruments that are standard steam autoclaved for Reprocessing.
<b>A) DETAILS OF EQUIPMENT CAPABILITIES</b>	
1)	It should have Ultra- High- quality 3D view of the field using next generation light adapting technology. The elimination of any focusing required with infinite depth of field technology should be provided.
2)	It should have full spectrum light source that is provided with the system, allowing a “natural” light view of the inside of the patient.
3)	It should have built in magnification. The surgeon has a full range of magnification by driving the scope forwards or backwards with the thumb controls.
4)	It should have Ultra- high resolution 1080 progressive images with an image latency below 100ms to ensure real time viewing of the anatomical structures.
5)	It should have instruments 6.8mm/8mm and yet fully wristed and allow the 7 Degree of Freedom movement required for surgery. The instruments should be available with a wide range of tips. The instruments should be steam autoclavable to allow standard and rapid reuse
6)	It should have the Master controls/Hand Controls which must directly translate movement similar to open surgery. They must allow fluid, simple motion similar to open surgery. The system should allow simultaneous camera movement whilst operating to ensure maximum safety. They must also have hand detect to ensure they only move when the surgeon is holding them.
7)	It should have electro surgery controls on the hand controllers / Foot Paddles to ensure there can be no confusion when activation electro surgery. Both Bipolar and monopolar must be available, with one in each hand.
8)	There should be the facility for scaling of the surgeons' hand movements. This should be accessible by rapid screen menus and translated to the instruments while filtering tremors from the surgeon's hands.
9)	The RSS system should provide self- checks during surgery and make clear warning




	and visual alerts.
10)	It should have the ability to quickly change instruments during surgery should be a key feature. But also, an ability to override anywhere before the depth stop to ensure that if anatomy has moved instrument can be safely stopped before they hit organs.
11)	The RSS should have ability to adjust the console position, screen and seating position to get maximum comfort.
12)	The RSS should allow the surgeon to see the patient, see the staff, and look at any other video feeds or diagnostics equipment in real time while operating.
13)	The arms at the bedside are draped with individual drapes and remain sterile but the console for the operator is non-sterile. However, the open console system allows the surgeon to watch bedside and in the operating field simultaneously.
14)	It should have built in next generation hand detect that disengages instruments should the surgeon lose grip. This is a must have safety feature to prevent inadvertent movements of the instruments.
15)	All components of the system should be easy to move between Operating Rooms, between departments, in standard elevators and be transportable between institutions.
16)	The RSS system should provide video output to other in hospital monitors.
17)	The RSS system should have built in / provision to attach video recording device systems.
18)	The RSS system should output kinematic and diagnostic information via the network to allow real time diagnostics, data collection for telematics, instrument usage and fault diagnosis. The data should be available to the facility via a dedicated App.
19)	The RSS system should have software required to safely use the system. Software upgrades should be given free of charge to the institution to ensure the latest version of software is always running on the system- without expense to the institution.
20)	The System should have built in through design automatic release of instruments in the event of an emergency. There should be a provision to mechanically adjust the instruments to get a release. It should happen just by unclipping the instruments from the arm/ by Using Key
21)	It should have the ability to adjust and move instrument or scope arms during surgery- while the surgeon is operating- to allow the assistant full access to the patient to make the sure of ancillary ports easier.
22)	It should allow use of standard lap ports/ Robotic ports and lap port position to allow a more familiar placement of ports and make the implementation of hybrid procedures easier.
23)	It should have one single- standard power supply or dedicated socket for each.
	<b>B) INCLUSIONS</b>
1)	The RSS should be supplied with instruments and drapes for total 1200 varied basic as well as advanced surgical procedures over the period of 10 years
2)	It should include Comprehensive warranty for 5 years & Comprehensive Maintenance Contract (CMC) for 5 years, for which the cost should be included in the cost of instrument/Equipment.
	<b>C) OTHER REQUIREMENTS-TRAINING AND MAINTENANCE</b>
	<b>Surgeon Training</b>
	Twelve surgeons nominated in a phased manner by the Departmental Head shall be trained and certified by the vendor for using the system to perform robot assisted surgeries. The duration of the training and the training method shall be as per international norms at a training centre.
	<b>OT Staff Training</b>
	A set of ten OT Staff such as Nurse and OT technicians and Biomedical staff shall be trained by the vendor for handling the system covering powering on, moving and positioning the system and observing the system for right function and errors if any etc.

	The training method and duration shall be outlined by the vendor. There may be multiple batches of OT staff required to be trained over a period of time.
	<b>INSTRUMENTS, CONSUMABLE AND ACCESSORIES</b>
	The vendor should provide a list hand instrument, consumables, sterile drapes and accessories available for the use of the system for all, applicable surgeries suitable for the capabilities of the system. The system should be supplied with Hand Instruments, Accessories, Sterile drapes & Reusable for approx. 1200 surgeries. The Institute may increase the Quantity of Hand Instruments, Accessories, sterile drapes & Reusable at the time of Purchase.
	<b>ANCILLARY EQUIPMENT TO BE INCLUDED</b>
	<b>ULTRASONIC CLEANER</b>
	Ultrasonic frequency- 38 kHz or greater
	Power density-13 W/ litre or greater ( ultrasonic power output/ internal tank volume). Tank size should be large enough to fully submerge instruments with at least 1 inch (25mm) clearance around all instrument surfaces. To accommodate the longest robotic surgical instrument, tank length should be a minimum of 28 inch (712mm)
	<b>INSTRUMENT STERILIZATION TRAYS</b> for robotic instruments with maximum length of trays as 66cm.

#### Consignee Details

<b>M/s. Intuitive surgical India Pvt. Ltd.</b>		
<b>Robotic Surgery System with all Accessories</b>		
<b>Make &amp; Model : da Vinci X Single Console</b>		
<b>Delivery Period</b>	<b>12 weeks</b>	
<b>PO Ref. No.</b>	No.: 7923 /Haffkine/Procurement Cell/RT-2728/ Robotic Surgery System with all Accessories/2022-23. Date: 23/02/23	
	दि: २९.०८.२०२२ प्रशासकीय मंजूर निधी २०,६२,४२,८६२/- (जिल्हा खनिज प्रतिष्ठान ट्रस्ट, नागपुर २०२२-२३) (Qty.- 01)	
<b>Sr. No.</b>	<b>Name &amp; Address of the Consignee</b>	<b>Qty.</b>
1)	Government Medical College & Hospital, Nagpur.	01
	<b>Total</b>	<b>01</b>

  
**MANAGING DIRECTOR**  
 Haffkine Bio Pharmaceutical Corporation Ltd.  
 (Procurement Cell), Mumbai.