

Request for Proposals no 124/2021
(“RFP”) for the Supply of modulated system that consist of one (1) proton accelerator, either cyclotron or synchrotron with Two (2) 360 degree rotating gantry capable of Pencil Beam Scanning and Intensity Modulated Proton Therapy (“Proton Facility”)

General Terms and Conditions

Health Corporation of the Tel Aviv Medical Center (“ASSOCIATION”), wishes to obtain proposals for one (1) proton accelerator, either cyclotron or synchrotron with TWO (2) 360 degree rotating gantry capable of Pencil Beam Scanning and Intensity Modulated Proton Therapy ("Proton Facility") all in accordance with and subject to the terms specified in these General Terms and Conditions and the accompanying RFP Documents.

The Project described herein is a national project sponsored by the Israeli Ministry of Health ("MOH") that has chosen the Tel Aviv Sourasky Medical Center ("Hospital") to execute this project. Hospital has nominated the ASSOCIATION to carry the project on its behalf.

For the avoidance of any doubt, ASSOCIATION, at its sole discretion, may decide to postpone any date in this RFP several times including Final Submission Date for any reason and/or may decide not to select any of the submitted proposals or may decide to cancel the entire RFP at any time including after the Final Submission Date and/or after the selection of the Winner Bidder, for any reason, including without limitation for lack of budget (including lack of budgetary funding from the Israeli Ministry of Health), administrative reasons or for any other reason including without cause.

1. Prerequisites for Participation in the RFP (the “Prerequisites”):

- 1.1. The Bidder is the designer, manufacturer and supplier of the proposed Facility -Proton Facility
- 1.2. The Bidder has supplied and installed at least three (3) in the last five (5) years, facilities containing at least the following:
 - Proton accelerator supporting multiple treatment rooms
 - PBS gantry

2. Proof of Compliance with the Prerequisites

- 2.1. Bidder shall prove full compliance with the Prerequisites specified in Section 1 above, by submitting to ASSOCIATION all the details, documents and confirmations required under the provisions of the Prerequisites which shall include, inter alia, the following:
 - 2.1.1. A signed and completed statement, in the form attached hereto as Appendix D1, confirming the Bidder's full compliance with the Prerequisite set forth in Section 1.1 for Proton Facility.

- 2.1.2. A signed and completed statement, in the form attached hereto as Appendix D2, confirming the Bidder's full compliance with the Prerequisite set forth in Section 1.2.
- 2.2. Notwithstanding the aforesaid in this Section 2.1, ASSOCIATION shall have the right, in its sole discretion, not to disqualify proposals which do not contain all the documents and certificates necessary to prove its compliance with the Pre-requisites. ASSOCIATION shall have the right, in its sole discretion, to request from any of the bidders, details and/or approvals and/or recommendations and/or certificates and/or additional documents, necessary to enable ASSOCIATION to reach the required decisions.
- 2.3. The Bidder shall undertake to maintain its compliance with the Prerequisites specified in Section 1 above, at all times, up to and including the Proposal Validity Period as set forth below.

2A. JOINT AND SEVERAL OFFER

- 2A1. Notwithstanding the above, Bidder may submit a proposal with one (1) additional entity that is Supplier's authorized representative in Israel providing that both bidders, subject to section 2(A2) below shall undertake to jointly and severally comply with all terms of RFP, including but not limited to the Agreement (hereinafter: "Joint and Several Offer") and sign Attachment F by both Bidders. For the removal of any doubt, where signature is required under the terms and conditions of this RFP, then in a Joint and Several Offer both Bidders shall be required to sign.
- 2A2. All requirements of the RFP shall apply to Joint and Several Offer, except as follows: (1) Bidders in such offer may demonstrate compliance with the Pre-requisite in Section 1 above through one Bidder in the Joint and Several Offer. (2) Bid Guarantee and all other guarantees detailed in the Agreement may be submitted by only (1) one Bidder, provided that such Bidder is the Bidder complying with the Pre-requisite in Section 1 above. (3) The Bidder complying with the Pre-requisite in Section 2.1 above, shall be the "Authorized Representative of the Joint and Several Offer" as detailed in Attachment G - to be signed by both Bidders.

3. Technical Requirements

The proposed Facility "Proton Facility" should comply with all the requirements and terms included in the technical specifications attached to the Agreement as **Appendix A** ("Technical Specifications").

4. Governing Agreement

The supply of the Facility, including but not limited to, the price, terms of payment, scope of liability, responsibility and all other general and legal terms for the engagement with the Supplier, shall be governed by the terms and conditions of the agreement attached hereto as

Appendix C (the “**Agreement**”). The Agreement and the appendices attached thereto constitute an inseparable part of this RFP. Each Bidder agrees to be bound by the Agreement in the event that it is chosen as the Supplier. Once the Supplier is chosen and the Agreement executed, the provisions of the Agreement shall take precedence over the provisions of this RFP in the event of a contradiction between the Agreement and this RFP.

5. Bid Guarantee

- 5.1. In order to secure the due, timely and complete performance of each Bidder’s obligations under its proposal, including the validity of its proposal, ASSOCIATION shall require Bidders to submit ASSOCIATION a bid guarantee within thirty (30) days following the receipt of such written request from ASSOCIATION (the "**Bid Guarantee Request**").
- 5.2. The bid guarantee must be an irrevocable first class bank guarantee to the order of Association, in the amount of Five Hundred Thousand Euro (500,000 Euro) currency only, valid at least up to and including 7 months from Final Submission Date. Bidder shall extend the bid guarantee if requested by ASSOCIATION.
- 5.3. Prior to submitting the Bid Guarantee, Bidders shall be entitled to present to ASSOCIATION a draft of the Bid Guarantee, for early approval.
- 5.4. It is hereby clarified that in any event that a Bidder is requested to submit a Bid Guarantee, and fails to submit such Bid Guarantee as specified in Sections 5.2 above, the Bidder shall not be entitled to further participate in this process.
- 5.5. In any event that a Bidder is requested to extend the Proposal Validity Period (as defined in Section 0 herein), the Bidder may be required to extend the term of the Bid Guarantee for the same duration of the extension of the Proposal Validity Period. ASSOCIATION shall have the right, in its sole discretion, to disqualify a proposal submitted by a Bidder who fails to extend the term of the Bid Guarantee as required herein.
- 5.6. ASSOCIATION shall be entitled, at its sole and absolute discretion, to exercise the Bid Guarantee or any part thereof, after the Bidder was given the opportunity to present its arguments, in case, inter alia, one of the following occurs: (1) during the RFP procedure, the Bidder acted in a misleading manner or with lack of good faith; (2) the Bidder provided misleading information (3) the Bidder retracted its proposal in the RFP after the Final Submission Date; (4) after being selected as the Winning Bidder in the RFP, the Bidder did not follow the instructions of the RFP, which are a condition for ASSOCIATION 's engagement of the Winning Bidder. The Bid Guarantee shall also serve as agreed compensation without proof of damage as defined in Section 15 of the Contracts (Remedies for Breach of Contract) Law, 1970.

5.7. Commencing from the Effective Date as defined in the Agreement, the Bid Guarantee furnished by the Winning Bidder for the purposes of the RFP shall secure the performance of all of the Winning Bidder's obligations under the Agreement, until replacement thereof by the Performance and Warranty Guarantee, as defined in the Agreement. Upon the receipt of the notification of being selected as the Winning Bidder, the Winning Bidder shall extend the validity of the Bid Guarantee submitted by it to ensure the continuing effect of the Bid Guarantee, until replacement thereof by the Performance and Warranty Guarantee, as defined in the Agreement.

6. **Purchase Order**

ASSOCIATION intends to issue a Purchase Order for the Proton Facility (the "**Purchase Order for Proton Facility**") within sixty (60) days from the Israeli Ministry of Health written order to ASSOCIATION to issue a purchase Order for the Proton Facility and all approvals by regulatory authorities are completed and subject to the terms and conditions set forth in the Agreement and this RFP ("Pre Condition for Purchase Order for the Proton Facility").

7. **Delivery Terms**

Subject to the terms of the Agreement, the terms of supply and delivery of the Facility shall be "Delivered Duty Paid" (DDP) (as that term is defined in Incoterms 2010, International Rules for the Interpretation of Trade, ICC Publication No. 715) at Tel Aviv Sourasky Medical Center (the "**Site**").

8. **Time of Delivery**

Subject to the terms of the Agreement, Time of Delivery of the Proton Facility shall be as follows:

Milestone	TIME
Footprint and preliminary design drawing submitted	Up to 3 months from Purchase Order for Proton Facility
Footprint and final design drawing completed	Up to 9 months from Purchase Order for Proton Facility
Start of Construction	Up to 12 months from Purchase Order for Proton Facility
<i>Final Acceptance for the Proton Facility</i>	Up to 36 months from Purchase Order for Proton Facility

9. **Warranty and Maintenance for the Proton Facility**

9.1. The Supplier shall provide Warranty (as defined in the Agreement) commencing on the issuance date of the Acceptance Certificate for the Proton Facility for a period of (36) months from the Acceptance

- 9.2. As of the end of the Warranty Period and for a period of (84) months thereafter, Supplier shall provide (provided that Supplier shall fulfill all its obligations) Maintenance Services for the Proton Facility all as defined in the Agreement ("**Facility Initial Maintenance Period**").
- 9.3. As of the end of the Initial Maintenance Period, ASSOCIATION shall have an option, exercisable in its sole discretion, to require the Supplier to provide Maintenance Services for the Proton Facility, for a period of up to (120) months and Supplier shall provide ASSOCIATION with Maintenance Services for the Proton Facility, all as defined in the Agreement.

10. Price Proposal

- 10.1. The Bidder shall provide the proposed price for the supply, delivery, installation, Training (**as detailed in the Agreement**) Warranty of the for the Proton Facility, and all other Works as defined in the Agreement (the "**Proposed Price** "), in the Bidder's Proposal Form attached hereto as **Appendix B** in accordance with the following instructions. The Proposed Price shall not exceed the Maximum Price as set out in Appendix B. In the event that a Bidder shall propose a price that is higher than the Maximum Price such offer shall be disqualified.
- 10.2. The Bidder shall provide the proposed price for the Initial Maintenance for the Proton Facility, the Bidder's Proposal Form attached hereto as **Appendix B** in accordance with the following instructions (the "**Proposed Price for Initial Maintenance**"). The Proposed Price for Initial Maintenance shall not exceed the Initial Maintenance Maximum Price as set out in Appendix B. In the event that a Bidder shall propose a price that is higher than the Initial Maintenance Maximum Price such offer shall be disqualified.
- 10.3. The Bidder shall provide the proposed price for the Optional Maintenance for the Proton Facility, in the Bidder's Proposal Form attached hereto as **Appendix B** in accordance with the following instructions (the "**Proposed Price for Optional Maintenance**").The Proposed Price for **Optional Maintenance** shall not exceed the Maximum Price as set out in Appendix B. In the event that a Bidder shall propose a price that is higher than the Optional Maintenance Maximum Price such offer shall be disqualified
- 10.4. All Proposed Prices detailed in section 11.1-11.5 shall be referred to as "**Proposed Prices**").
- 10.5. All the Proposed Price shall be denominated in Euro (€) or US Dollars (US\$). In order to equally examine the proposals, the Proposed Price shall be transferred to NIS according to the representative rate of exchange published by the Bank of Israel against the NIS as known on Final Submission Date.

- 10.6. The Proposed Price shall also include all taxes, fees, duties, licenses, registration fees, costs or other payments that are to be paid in connection with the exportation, supply and delivery of the Facility to ASSOCIATION at the Hospital, including but not limited to all types of importation and custom duties and services, such as transportation costs, customs agents' fees, purchase tax (in Hebrew "Mas Kniya" or "מס קנייה"), wharfage fees (in Hebrew "Dmei Ratzif" or "דמי רציף"), Israeli customs duties, port handling fees (in Hebrew "Dmei Nitul" or "דמי ניטול"), port infrastructure fees (in Hebrew "Dmei Tashtit" or "דמי תשתית"), locks for discharging the Facility at port, supervision while discharging at port, discharging terms at port, etc. The Price includes all applicable taxes, and ASSOCIATION shall be entitled to deduct from the Price any sum which the Israeli Tax Authorities require to be withheld at source. ALL PRICES SHALL INCLUDE VALUE ADDED TAX, AS APPLICABLE UNDER LAW.
- 10.7. The Contractual Price shall be the final, complete and inclusive price that will be paid to Supplier for the supply of the Facility, including all of the related services, equipment, cost, fees duties and taxes as specified in the Agreement. Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ASSOCIATION.
- 10.8. Each Bidder shall solely bear all costs associated with the preparation and submission of its bid to the RFP. This shall include, without limitation, any and all expenses and losses, which may be incurred by Bidder, consultations with professionals, conducting investigations and inquiries of any kind, preparation of surveys and documents and the authentication and translation thereof and any other aspect in connection with the Bid. ASSOCIATION will in no case be responsible or liable for any of the above costs, nor shall it be required, under any circumstances, to reimburse any such costs to any Bidder.

11. Terms of Payment

Payment by ASSOCIATION to the Supplier shall be as set forth in the Agreement.

12. Evaluation process and selection of Winning Proposal

- 12.1. The evaluation of the proposals submitted by Bidders shall be conducted by ASSOCIATION in accordance with the following process:
- 12.1.1. **Stage A– Preliminary Evaluation-**
- 12.1.1.1. **Stage A1 – Prerequisites:** Bidders will be evaluated in accordance with Section 1 above.
- 12.1.1.2. **Stage A2 - Technical Evaluation:** The Technical Proposals shall be evaluated in accordance with the Technical Specifications and the Technical Scoring.

- 12.1.2. **Stage B - Commercial Evaluation:** ASSOCIATION shall open commercial proposals of bidders who satisfy Stage A1 above and have achieved a score of at least sixty five (65) points of the one hundred (100) points in Stage A2 above.

Nevertheless, in the event that less than two (2) Proposals shall be awarded a Weighted Technical Score of sixty five (65) points and above in Stage A2 above, ASSOCIATION may, in its sole discretion, decide not to disqualify all or any of the Proposals awarded between fifty five to sixty five (55- 65) points in Stage A2 above.

- 12.1.3. **Stage C – Nomination of Conditional Winner:** Conditional Winner shall be the Bidder whose proposal fully complies with the Prerequisites specified in Section 1 above and has achieved the Highest FS, as specified below ("Conditional Winner"). Nevertheless, it should be clarified that in the course of the evaluation process ASSOCIATION may consider additional relevant aspects, as ASSOCIATION may deem fit.
- 12.1.4. **Stage D - Conditional Winner's Examination:** ASSOCIATION's representatives may visit Conditional Winner's clinical and manufacturing site(s) in order to examine compliance of the Facility (approved by the association) with the Technical Specifications and the validity of Supplier's declarations in its proposal.
- 12.1.5. The Winning Bidder shall be the Conditional Winner that receives from ASSOCIATION a Winning Bidder's Notice, as detailed below.
- 12.1.6. When reviewing the proposals submitted, ASSOCIATION reserves the right, in its sole discretion, to take into consideration any negative past experience of ASSOCIATION and/or any other entity with any particular Bidder and ASSOCIATION and may reject any particular proposal based solely on such past experience.

13. Evaluation of Bidder's Proposal

- 13.1. The criteria to be used by ASSOCIATION for evaluating the proposals will include, *inter alia*, the following:

13.1.1. **(Maximum 30%)** –

- 13.1.1.1. Evaluation of the technical proposal is comprised of the following sub-criteria (TES Technical Evaluation Score with points):

Beam Switching time: Room to room, beam-off to beam-on : 9
Maximum Field Size(s) for clinical operation: 9

Gantry Rotation Range and operation:	10.0
Range Shifter Operation: manual and automatic functionality	9
Beam Technical Specifications (spot specs, spot dynamics, dose rate, energy range, extraction efficiency, etc.)	10.0
Repainting Functionality (automatic volumetric, layer by layer, etc.)	10.0
Remote operations and imaging functionality (inside/outside Tx room)	6.0
Development of Future Functionality (Real-time Adaptive Therapy, Flash, Arc Tx) and upgrades are included in service/maintenance contract	10.0
Ease of Access to patient while on Tx couch (ie, can therapists move easily around pt., anesthesiologist work/equip comfortably)	10.0
Aesthetics of Tx room and gantry appearance (does nozzle feel clinical or industrial, intimidating or comforting, etc. Loudness of system in Tx room (ie, dB background noise)	3
Uptime Guarantee	5.0
Power Consumption:	5.0
Hours of Clinical Availability:	4.0

13.1.1.2. ASSOCIATION shall have the right, at its sole and absolute discretion, to disqualify a Bid that has been awarded less than sixty five (65) points of the one hundred (100) points allocable under this Section 11 and in the event of a single offer in the RFP – if such offer receives less than eighty (80) points of the above one hundred.

13.1.1.3. Nevertheless, in the event that less than two (2) Proposals shall be awarded a Weighted Technical Score of sixty five (65) points and above, ASSOCIATION may, at its sole discretion, decide not to disqualify all or any of the Proposals awarded between fifty five to sixty five (55- 65) points.

13.1.1.4. Subject to ASSOCIATION's discretion, the points will be awarded on a comparative and proportional basis.

13.1.1.5. After the Total Point (TP) is determined, the TES (Technical Evaluation Scoring) will be calculated pursuant to the following formula:

$$TES = TP * 0.3$$

13.1.2. **Commercial Evaluation** (Maximum **70%**) calculated as follows:

- (a) After the Proposal Evaluation Price is determined, the **Commercial Evaluation Scoring** (“CES”) will be calculated, pursuant to the following formula:

$$\text{CES} = \frac{\text{LPEP} * 70}{\text{BPEP}}$$

Where:

CES – Bidder’s Commercial Evaluation Scoring

LPEP – Lowest TEP (as defined in Appendix B) of all valid proposals, calculated as per subsection (a) above.

BPEP – the specific TEP (as defined in Appendix B) of the Bidder , calculated as per subsection (a) above

14. **Selection of the Winner Bidder**

The winning proposal shall be the proposal that obtained, the highest **Final Scoring** (“FS”), which shall be calculated as follows:

$$\text{FS} = \text{CES} + \text{TES}$$

Where:

FS – Final Scoring

CES – Commercial Evaluation Scoring, calculated pursuant to Section 11.1.2.

TES – Technical Evaluation Scoring, calculated as a total of points received in all of the evaluation criteria set out in Section 13.1.1.

15. **Conditional Winner's Examination**

- 15.1. Within two (2) weeks from ASSOCIATION's notice to Winner that it has been selected as the Conditional Winner ("**Conditional Winner Notification**"), selected as the Conditional Winner, arrangements shall be made in order to enable ASSOCIATION's Representatives to visit Conditional Winner's site or other location where the clinical site/manufacture site Facility is located to confirm Conditional Winner's ability to comply with its undertakings and validate its warranties in its proposal in the RFP and/or ask to receive any additional information (including data on the uptime) in order comply with its undertakings and validate its warranties in its proposal in the RFP.
- 15.2. For the avoidance of any doubt, **only** in the event that ASSOCIATION's Representative shall confirm Conditional Winner's ability to comply with its undertakings in its proposal in the RFP, ASSOCIATION shall issue a notice to the Conditional Winner with respect to its selection as the Winning Bidder ("**Winning Bidder Notice**").

- 15.3. In the event ASSOCIATION shall have reasonable doubt as to the validity and accuracy of Conditional Winner's declarations and/or its ability to comply with its undertakings and/or in the event that Conditional Winner, then ASSOCIATION shall have the right, at its sole discretion, to withdraw the status awarded to the Conditional Winner and to choose the Bidder which has the next higher scored proposal after the Conditional Winner as the Conditional Winner.
- 15.4. Nothing detailed above shall derogate from ASSOCIATION's right to perform inspections as detailed in the Agreement.
- 15.5. Without derogating from the above, in the event that within 60 (sixty) days from the Conditional Winner Notification, ASSOCIATION shall not issue a Winning Bidder Notice for any reason, the ASSOCIATION shall have the right, at its sole discretion, to withdraw the status awarded to the Conditional Winner and to choose the Bidder which has the next lowest price proposal after the Conditional Winner as the new Conditional Winner.
- 15.6. ASSOCIATION shall have the right to extend the time periods in Sections 15.1 and/or Section 15.5 upon its sole discretion.

16. Submission of Proposals

- 16.1. All proposals must be submitted no later than **18/7/2021 by 13:00 (Israeli time)** ("**Final Submission Date**") in three separate envelopes, as specified below, and these shall all be inserted into one main envelope, which shall read "RFP 1214/2021 - Facility " (the "**Main Envelope**") at the address set below. ASSOCIATION shall be entitled to postpone the deadline at its sole discretion.
- 16.2. The proposal is to be submitted in 3 copies into RFP Box No. 124/2021, located at the following address: Tel Aviv Sourasky Medical Center, 7th Floor, Old Building, 6 Witzman St. Tel Aviv.

One copy shall be an original copy and the other ones shall be copies of the original. In case of any inconsistency the original copy shall prevail. The original copy shall be marked "Original".
- 16.3. The Bidder is requested to read carefully all of the documents attached herein and submit the following documents which should be included in the Main Envelope, signed, where applicable, by the authorized signatory bodies.
- 16.4. An envelope which shall read "**Commercial Proposal –RFP No. 124/2021**" shall be inserted in the Main Envelope and shall include the following:
- 16.5. A signed and completed Bidder's Proposal Form (Appendix B).

16.6. A separate envelope which shall read "**Prerequisites - RFP No. 124/2021**" shall be inserted in the Main Envelope and shall include the following:

16.6.1. A signature on the last page of the Agreement (**Appendix C**), including the Bidder's relevant information in the heading thereof (excluding the date) and including the Bank Account Form, attached to the Agreement as **Appendix C** (**only the winning Bidder shall be required to complete part B of the Bank Account Form**).

16.6.2. A signed and completed statement, in the form attached hereto as **Appendix D1**, confirming the Bidder's full compliance with the Prerequisite set forth in Section 1.1.

AND

16.6.3. A signed and completed statement, in the form attached hereto as **Appendix D2**, confirming the Bidder's full compliance with the Prerequisite set forth in Section 1.2.

16.7. A separate envelope which shall read "Technical Proposal – RFP No. 124/2021 " shall be inserted in the Main Envelope and shall include the following technical information:

16.7.1. A signed copy of the Technical Specifications.

16.7.2. A signed copy of the Technical Declaration

16.7.3. Company profile of the Bidder and relevant information and data regarding the Facility.

16.7.4. Any and all drawings, certifications, documentation, information and instructions required pursuant to the Technical Specifications.

16.7.5. All information listed in **Appendix E** including but not limited the estimation of Hospital Works, as defined in the Agreement.

16.8. The Bidder shall also include a full history of the Facility proposed, including extraordinary events, such as accidents in which the Facility proposed was involved.

16.9. All information shall be submitted also in a soft copy (PDF file on USB drive).

16.10. ASSOCIATION, at its sole discretion, may decide to postpone any date in this RFP several times including Final Submission Date for any reason, including without limitation for lack of budget (including lack of budgetary funding from the Israeli Ministry of Health), changes in global prices of Facility and/or any part of, development of advance technology ,administrative reasons or for any other reason including without cause. Bidder waives and fully releases, exempts, discharges Association and/or the Hospital and/or any third party on their behalf (including any of their employees, directors, officers, agents etc.) from any claim and/or liability and/or demand for any loss and/or damage (including damage to

reputation) and/or expense and/or loss of profits and/or income etc. caused to Bidder and/or any third party. This is a fundamental condition of this RFP.

17. **Deleted**

18. **Appendices**

The following appendices are attached hereto:

Appendix A1 – Technical Specifications Proton Facility

Appendix B – Bidder's Proposal Form;

Appendix C – A copy of the Agreement;

Appendix D1 – A signed declaration in accordance with Section 1.1;

Appendix D2 – A signed declaration in accordance with Section 1.2;

Appendix E – List of Documents to be provided

Appendix F – Undertaking of a Joint and Several Offer

Appendix G – Appointment of Authorized Representative of Joint and Several Offer

19. **Proposal Validity**

All submitted proposals must be valid for at least six (6) months from the Final Submission Date as set forth above (the "**Proposal Validity Period**"), and may not be revoked or changed by the Bidder during this period for any reason whatsoever. In the event that ASSOCIATION shall not enter into a contractual relationship with the winning bidder, for any reason whatsoever, and/or the agreement with the winning Bidder will be cancelled, ASSOCIATION shall be entitled to elect, as a winning proposal, the proposal which achieved the next highest FS. The terms set forth in this Section shall apply, *mutatis mutandis*, following the replacement of the Bidder's proposal as aforesaid.

20. **Verification**

ASSOCIATION shall have the right, at its sole and absolute discretion, to verify the documents provided by the Bidder, and to request from any of the Bidders additional details, approvals, recommendations and/or certificates. In addition, ASSOCIATION may, at its sole and absolute discretion, upon prior coordination with the Bidder, inspect the facilities of such Bidder at any time or any facilities where the Facility proposed by the Bidders are being maintained and/or refurbished.

21. **Negotiations**

21.1. ASSOCIATION reserves the right, at its sole discretion, to conduct negotiations with any of the Bidders in this RFP that it finds suitable, with respect to their commercial and/or technical proposal, or not to conduct negotiations at all. ASSOCIATION is not required to carry out such negotiations equally with all Bidders and such negotiations may pertain to any matter in the discretion of ASSOCIATION. As part of such

negotiations, ASSOCIATION may request that Bidders improve or change their offers.

- 21.2. Without derogating from the above, ASSOCIATION shall have the right to instruct all Bidders whose Commercial Proposals were evaluated, to submit an additional improved Commercial Proposal in the event that all proposals received are less favorable to ASSOCIATION than the ASSOCIATION estimation and/or to cancel the RFP. Bidders hereby forfeit any claim in the event that ASSOCIATION shall decide to act in such manner.

22. Language of Proposals

All documents submitted by the Bidder in this RFP (including, but not limited to, all attachments, schedules, Appendixes, sketches, drawings, diagrams, tables and charts) and any additional information, question, request for clarification and interpretation, or any other communication, must be in English only, unless otherwise specifically stated in the RFP Documents or approved by ASSOCIATION.

23. Confidentiality and Proprietary Rights

- 23.1. By participating in the RFP process, each purchaser of the RFP Documents and each Bidder are deemed to have agreed to keep in strict confidence, and not to disclose and/or to make any use of any information or data, or any form or media, partial or complete, provided to them by ASSOCIATION on its behalf or made known to them otherwise as a result of or in connection with the RFP; except that each Bidder may use such information or data solely for the purpose of preparing its bid. It is hereby clarified that this section shall not apply to documents and/or information published by ASSOCIATION on its website.
- 23.2. By submitting a bid, each Bidder (including its members) shall be deemed to represent and warrant to ASSOCIATION that (i) it is not bound by any contractual or statutory obligations which would preclude the Bidder from providing the data and information contained in the bid or any portion thereof; (ii) it has the right to make all disclosures that are made in the bid; (iii) the data and information contained in the bid do not include any confidential information, trade secret or other proprietary information of the bidder and/or any third party (except as and to the extent that the bidder may otherwise clearly indicate in writing) which ASSOCIATION is prevented from using.
- 23.3. All rights and title in and to any and all drawings, sketches, and other technical documents and information provided by ASSOCIATION or on its behalf to the Bidder as well as to all of the RFP Documents and the contents thereof, shall be deemed to be the sole and exclusive proprietary of ASSOCIATION.

24. General Conditions

- 24.1. A proposal reflecting any reservation regarding the attached documents or any part thereof, including the Agreement or the appendices attached thereto, whether by rejection, insertion or amendment to any part of the attached documents, may be disqualified.
- 24.2. All ASSOCIATION's undertakings under this RFP including the Agreement shall not be binding upon ASSOCIATION and/or Hospital until Agreement is dully signed by ASSOCIATION in accordance with its signatory rights.
- 24.3. ASSOCIATION shall not be bound to accept the lowest-priced proposal or any other proposal whatsoever. In addition, ASSOCIATION does not commit itself in any way to acquire the Facility or to enter into a contractual relationship with any of the Bidders.
- 24.4. ASSOCIATION, at its sole discretion, may decide to postpone any date in this RFP several times including Final Submission Date for any reason, including without limitation for lack of budget (including lack of budgetary funding from the Israeli Ministry of Health), changes in global prices of Facility and/or any part of, development of advance technology, administrative reasons or for any other reason including without cause. Bidder waives and fully releases, exempts, discharges Association and/or the Hospital and/or any third party on their behalf (including any of their employees, directors, officers, agents etc.) from any claim and/or liability and/or demand for any loss and/or damage (including damage to reputation) and/or expense and/or loss of profits and/or income etc. caused to Bidder and/or any third party. This is a fundamental condition of this RFP.
- 24.5. Without derogating from the above, ASSOCIATION, at its sole discretion, may decide not to issue a Purchase Order for Proton Facility for any reason, including without limitation for lack of budget (including lack of budgetary funding from the Israeli Ministry of Health), changes in global prices of Facility and/or any part of, development of advance technology, administrative reasons or for any other reason including without cause. Bidder waives and fully releases, exempts, discharges Association and/or the Hospital and/or any third party on their behalf (including any of their employees, directors, officers, agents etc.) from any claim and/or liability and/or demand for any loss and/or damage (including damage to reputation) and/or expense and/or loss of profits and/or income etc. caused to Bidder and/or any third party. This is a fundamental condition of this RFP
- 24.6. Israeli law shall be the governing law of this RFP and the competent courts in Tel Aviv, Israel shall have exclusive jurisdiction over any dispute concerning this RFP.
- 24.7. The issuance by ASSOCIATION of a Purchase Order under the Agreement shall be following the receipt of the necessary budgetary approvals including receiving budgetary funding from the Israeli Ministry

of Health and ASSOCIATION may not issue Purchase order for the Proton Facility as described above.

- 24.8. ASSOCIATION, at its sole discretion, may decide not to select any of the submitted proposals or may decide to cancel the entire RFP at any time including after the Final Submission Date and/or after the selection of the Winner Bidder, for any reason, including without limitation for lack of budget, changes in global prices of Facility and/or any part of, development of advance technology,, administrative reasons or for any other reason including without cause. Bidder waives and fully releases, exempts, discharges Association and/or the Hospital and/or any third party on their behalf (including any of their employees, directors, officers, agents etc.) from any claim and/or liability and/or demand for any loss and/or damage (including damage to reputation) and/or expense and/or loss of profits and/or income etc. caused to Bidder and/or any third party. This is a fundamental condition of this RFP.
- 24.9. ASSOCIATION reserves the right to reject a proposal of a Bidder whose commercial Proposal is lower and/or higher than ASSOCIATION's estimation.
- 24.10. In addition to any other event which entitles ASSOCIATION by law to cancel the RFP, ASSOCIATION reserves the right, in ASSOCIATION's sole discretion, to cancel this RFP in the following events:
 - 24.10.1. If only one of the proposals is found suitable, according to the Prerequisites and/or other specification requirements according to this RFP Documents;
 - 24.10.2. If ASSOCIATION concludes that there was a flaw in the RFP process and/or in the evaluation of the proposals;
 - 24.10.3. If ASSOCIATION has found that a mistake has been made in the Technical Specifications, inter alia, by giving false data, missing data or incomplete data;
 - 24.10.4. If ASSOCIATION has found that there was a technological development that has not been taken into account.
 - 24.10.5. If the circumstances and/or ASSOCIATION's requirements have been changed, to such extent which requires the cancellation of the RFP.
 - 24.10.6. In the event of lack of sufficient budget (including insufficient budgetary funding from the Israeli ministry of Health) and/or changes in global prices of Facility and/or any part of, development of advance technology, for administrative reasons

and/or in the event of a request from an authority operating under law including the Israeli Ministry of Health.

Bidder waives and fully releases, exempts, discharges Association and/or the Hospital and/or any third party on their behalf (including any of their employees, directors, officers, agents etc.) from any claim and/or liability and/or demand for any loss and/or damage (including damage to reputation) and/or expense and/or loss of profits and/or income etc. caused to Bidder and/or any third party. This is a fundamental condition of this RFP.

Health Corporation of the Tel Aviv Medical Center

Appendix A1

RFP No. 124.2021

Technical Declaration with regard to the Facility;

I, the undersigned, hereby declare and warrant as follows:

The Technical proposal fully complies with all requirements detailed in **Appendix A** to the RFP Documents.

Signature: _____

Name: _____

Title: _____

Date: _____

Appendix B

Bidder's Proposal Form - RFP No. 124/2021

Date: _____

ASSOCIATION

Name of Bidder: _____

Address: _____

Telephone: _____

Facsimile: _____

Re: **Proposal for a state-of-the art facility for the delivery of proton radiotherapy**

1. Bidder declares that it has read, fully understands, and agrees to the terms and conditions included in the RFP documents of RFP No. 124/2021, including the General Terms and Conditions, the Technical Specifications and any appendices thereof (collectively the “**RFP Documents**”), and hereby submits to ASSOCIATION (as that and all other terms not otherwise defined in this Appendix are defined in the RFP Documents) its proposal for supply and delivery of the Supply of state-of-the art facility for the delivery of proton radiotherapy for pediatric and adult cancer patients (“**Facility**”).
2. All of the terms and conditions included in the RFP Documents shall be considered integral parts of this proposal.
3. All prices mentioned herein, including the Proposed Price for the Facility, shall be denominated in Euros (€) or US dollars (US\$).
4. Bidder hereby acknowledges and declares that sums stated herein (**Appendix B**) shall be the final, complete and inclusive price that will be paid to the Supplier for the supply and delivery of the Facility. The Supplier shall not be entitled to any other payment, fee or compensation whatsoever from ASSOCIATION.

5. To preclude any doubt, it is hereby clarified that all taxes, fees, duties, licenses, costs or other payments that are to be paid in connection with the exportation, supply and installation of the MSRS, including but not limited to all types of importation and custom duties and services, such as transportation costs, customs agents' fees, purchase tax (in Hebrew "Mas Kniya" or "מס קנייה"), wharfage fees (in Hebrew "Dmei Ratzif" or "דמי רציף"), cleaning of the containers, unstuffing and unloading at the Site, Israeli customs duties, port handling fees (in Hebrew "Dmei Nitul" or "דמי ניטול"), port infrastructure fees (in Hebrew "Dmei Tashtit" or "דמי תשתית"), cam locks for discharging the MSRS at port, supervision while discharging at port, discharging terms at port, etc. shall be considered as part of the Facility Price and shall be borne solely by the Supplier.
6. The Proposed Price for the Facility comprising the Purchase Order, is as follows:

Proton Facility :

#	Item	Total Price
1.	Proton Facility comprising the Proton Facility Purchase Order including supply, installation, testing, examination, Warranty (excluding Training) and all associated Works, as defined in the Agreement.	A total sum of _____ Euro/USD (in words: _____) *maximum price shall not exceed 32,000,000 USD or equivalent in Euro according to the representative rate of exchange published by the Bank of Israel as known on Final Submission Date. Bidder that shall propose a higher price shall be disqualified.
2.	Initial Maintenance (for all (84) months) for Proton Facility The price for one month shall be the price above divided by 84.	A total sum of _____ Euro/USD (in words: _____) * maximum price shall not exceed 18,000,000 USD or equivalent in Euro according to the representative rate of exchange published by the Bank of Israel as known on Final Submission Date. Bidder that shall propose a higher price shall be disqualified.
3.	*Optional Maintenance (for all (120) months) for Proton Facility The price for one month shall be the price above divided by 120.	A total sum of _____ Euro/USD (in words: _____ EUROS)

4.	Estimated cost of technical operation for 10 years, including electricity, cryogenics, cooling consumption etc..	A total sum of _____ Euro/USD (in words: _____ EUROS)
5.	Estimate of Hospital Works, as defined in the Agreement (to be filled by Association)	To be filled by Association
6.	Treatment Planning Workstations (20) + 60 OIS stations for Proton Facility	A total sum of _____ Euro/USD (in words: _____ EUROS)
7.	Training for Proton Facility	A total sum of _____ Euro/USD (in words: _____ EUROS)
8.	Supplier's commitment to Invest during the Warranty Period in research to be conducted in the Hospital	A total sum of _____ Euro/USD (in words: _____ EUROS)
9.	Supplier's commitment to Invest during the Initial Maintenance and the Optional Maintenance in research to be conducted in the Hospital	A total sum of _____ Euro/USD (in words: _____ EUROS)
Total Price for the Proton Facility (" TPFAC for Proton Facility ") (1+2+3+4+5+6+7-8-9)		_____ Euro/USD (in words: _____ Euro/USD)

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The price set forth pursuant to this Section 6 shall be fixed and shall not be linked to any price increase mechanism.

7. Bidder understands that payment by ASSOCIATION to the Supplier for the Facility shall be made by way of bank transfer in the mode and terms set forth in the Agreement.
8. Bidder hereby permits representatives of ASSOCIATION to inspect its facilities, at any time.
9. ALL PRICES SHALL INCLUDE VALUE ADDED TAX, AS APPLICABLE UNDER LAW.

Signature of Bidder

By: (print or type name):

Title:

Appendix C
RFP No. 124/2021

THE AGREEMENT

Appendix D1
RFP No. 124/2021

Bidders Declaration Form

Confirming compliance with Prerequisite set in Section 1.1 in RFP No. 124/2021 for the Supply of one (1) proton accelerator, either cyclotron or synchrotron with Two (2) 360 degree rotating gantry capable of Pencil Beam Scanning and Intensity Modulated Proton Therapy ("Proton Facility")

The Bidder is the designer, manufacturer and supplier of Proton Facility in the RFP.

Bidder's Name: _____

Address: _____

Telephone: _____

Bidder's Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Signature of Bidder: _____

By: _____

Title: _____

Appendix D2
RFP No. 124/2021

Bidder's Declaration Form

Confirming compliance with Pre-requisite set in Section 1.2 in RFP No. 124/2021_

The Bidder has supplied and installed at least (3) in the last (5) years, each of them contained at least the following:

- Proton accelerator supporting multiple treatment rooms
- PBS gantry

The Bidder undersigned, hereby confirms as follows:

Name of Customer	The type of Facility supplied to Customer	Year the Facility was supplied and installed at Customer	Contact Person Details Mr./Ms: _____ Title: _____ Phone No: _____

Bidder's Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Signature of Bidder: _____

By: _____

Title: _____

Appendix E
List of Documents to be Provided For the Facility

1. Bidder's profile (including experience, skills, services and professional background);
2. Relevant Certificates granted to Bidder (including the manufacturer and designer of System and any other Sub Contractors);
3. Maintenance Method and Quality Standards (including Bidder's plans for deployment of maintenance teams, availability of Spare Parts in Israel, method of handling faults and defects in the System);
4. Technical specification of all systems of the Facility and/or Optional Facility;
5. Quality - Describe how the Bidder will monitor the service and quality of products and services provided. Describe the procedures and actions the Bidder will initiate and what penalties will be provided if Association advises the company of unsatisfactory quality and/or service (excluding equipment uptime guarantees, which are addressed specifically later in the RFP.) Describe Bidder's quality philosophy and/or quality program, providing specific examples of efforts to deliver the highest possible quality in goods and services and describing how these efforts will benefit Association.
6. What, if any, certifications or awards has the Bidder earned for quality?
7. Describe in detail the Bidder's HIPAA compliance process, including data encryption practices.
8. Architecture and data communications structure;
9. RAMS (including MTBF);
10. Non-repairable, and spare parts, including storage space and requirements
11. Details regarding electricity consumption and other consumptions such as cryogenics
12. The Infrastructure requirements requested by Bidder to be provided by Hospital.
13. Estimate of Hospital Works;
14. Expected timeline: Bidder must provide an expected timeline, starting with "ready for equipment." Additional time points may be added to the timeline, and the estimates for the existing times must be present in Bidder's estimate. If the installation, acceptance, and commissioning procedures for multiple treatment rooms are to occur on a phased schedule, the plans for such a schedule must be described. Bidder shall share past experiences with communicating facility safety and environmental concerns with community. Bidder shall identify plan to alleviate neighborhood concerns that may arise;
15. Equipment publications: All proposals must include three (3) sets of complete product data equipment publications, in electronic format, which are to include technical manufacturing performance specifications;
16. Subsystem vendors and spare parts: Any major subsystem of the equipment bid such as computers, I/O devices, amps, tape drives, disk drives, processors, motor controllers, imaging systems, patient tables, etc., which are manufactured by entities other than Bidder must be explicitly listed with the name of the manufacturer. Any conditions or restrictions that would not allow Association to purchase repair parts directly from the manufacturer of the equipment must be stated.
17. Bidder must state the total number of days per year required and times of day required for scheduled maintenance of the PTS system. This includes preventative maintenance. Bidder must also describe the purpose of each scheduled maintenance requirement, for

example: accelerator maintenance, gantry maintenance, hardware upgrade, etc. The maintenance schedule will be coordinated at nights and weekends, as much as possible, to minimize interruptions in clinical treatment of patients, .

18. Description of personnel provided: Bidder must provide a description of all of the personnel provided under the service contract, along with the role of each team member. Bidder must also provide a description of the expected number of work hours per week for each employee, employee work schedule. Second-level service support response time within 15 minutes is expected to be available 24 hours/7 days per week if on-site service team requires it. Scope of equipment: Bidder must define the scope of equipment that is covered under the Warranty and or Maintenance, and what that coverage entails for each piece of equipment. Bidder must specify which aspects of the equipment, facility, and furnishings Bidder is and is not responsible for repairing or maintaining and which aspects the institution is and is not responsible for maintaining.
19. Utility Requirements as specified in the Technical Specifications.
20. Power Condition and other services including, but not limited to cryogenics, gases, compressed air, HVAC, etc. as specified in the Technical Specifications
21. Physics and Quality Assurance Equipment as specified in the Technical Specifications
22. Radiation Protection monitors and detectors required for the safe operation of the Facility.
23. Vendor Partners, Subcontractors, and Sub-vendors as specified in the Technical Specifications
24. Research and Development Plans as specified in the Technical Specifications
25. Project Management as specified in the Technical Specifications
26. Summary of Competitive Advantages as specified in the Technical Specifications
27. Any additional information that may be useful to Association in evaluating this proposal. No response to this item is required

Bidder's Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Signature of Bidder: _____

By: _____

Title: _____

Appendix H

Undertaking in a Joint and Several Offer

RFP No. 41604

The undersigned, being all of the bidders in a Joint and Several Offer in RFP No: 124/2021 in accordance with the provisions of Section A2 of the General Terms and Conditions to which this document was attached, hereby irrevocably and unconditionally represent, warrant and confirm, jointly and severally, Health Corporation of the Tel Aviv Medical Center (“ASSOCIATION”) that we are and shall continue to be, through the entire term of the RFP Process, responsible and accountable, jointly and severally, to all underakings of Bidders in the RFP pursuant to the RFP Documents (collectively, “Obligations”).

For the removal of doubt, ASSOCIATION shall have the right, at its sole and absolute discretion, to require the performance by of the Obligations or any of them from any of the undersigned alone and/or with any of the others, as ASSOCIATION may elect at its sole and absolute discretion, without having to require first same from, and/or to exhaust its claims towards, any and/or all of the other undersigned.

We hereby confirm that the Gurantee, as such term is defined in the Agreement, shall be produced by Bidder complying with the Pre-requisite in Section 1 of the General Terms and Conditions.

We shall sign the Agreement Jointly and Severally.

For the removal of doubt, any said claim and/or demand which will be brought or made against any one of the undersigned shall be considered a claim and/or demand from and against each and all of the undersigned.

Nothing herein shall be considered as amending or changing in any way whatsoever the appointment, powers and authorizations of the Joint and Several m Bidder's Authorised Representative.

IN WITNESS WHEREOF, the parties hereto have signed this document as of _____, 2021:

	Name of Member	Signature of Member's authorized representative	Name and title
1.			
2.			

Appendix I

Appointment of a Representative in a Joint and Several Offer

RFP No. 124/2021

The undersigned, being all of the bidders in a Joint and Several Offer in RFP No. 124/2021, in accordance with the provisions of Section 2A of the General Terms and Conditions to which this document was attached, hereby appoint and empower _____ [name of Bidder appointed] to be the Authorized Representative of the undersigned Bidders ("Authorized Representative") for the purpose of the RFP who is empowered and authorized on behalf of the undersigned to do and perform, throughout the full duration of the RFP process, any and all of the following:

1. To receive on behalf of the Joint and Several Bidders and/or its Members, all RFP Documents and all documents and/or other materials and communications in any media or form as may be issued by Health Corporation of the Tel Aviv Medical Center (“ASSOCIATION”) to the Bidders and/or its Members throughout the RFP Process (including without limitation addendums to the RFP Documents).
2. To submit, on behalf of us all requests for clarification, proposed amendments and other documents and communications from time to time throughout the RFP Process.
3. This instrument of appointment may not be revoked, transferred or changed in any way without the prior written approval of ASSOCIATION.
4. Should the Joint and several Offer be declared as the winning proposal, the Authorized Representative shall submit all guarantees required under the Agreement and/or insurance certificates and/or shall be authorized to receive the consideration due to the Supplier pursuant to the Agreement, on behalf of both Bidders in the Joint and Several Offer.

IN WITNESS WHEREOF, the parties hereto have signed this instrument as of _____, 2021:

	Name of Member	Signature of Member's authorized representative	Name and title
1.			
2.			