

Annex D

Clarifications

Reference in the Text	List of Questions	Answers
the Israeli Mandatory Tenders Law – 1992	Who is publishing the RFP?	The RFP is published by the Health Corporation of the Tel Aviv Medical Center ("Health Corporation"). Health Corporation will be the e party publishing the RFP and the one signing the agreement with the Winner Bidder. Association of Friends of the Tel Aviv Sourasky Medical Center has no connection whatsoever to this RFP.
Is the	Does the Health corporation is obligated by the Israeli Mandatory Tenders Law – 1992	Yes.
General Terms and Condition	Please clarify your VAT status (i.e., Exemption from VAT or possibility to recover VAT)?	Health Corporation needs to pay VAT. Prices should include VAT.
General Terms and Condition	What is the current applicable VAT rate?	VAT is in accordance with the law at the time of payment. It is currently set at 17%.
General Terms and Condition	In Section 16.8 Health Corporation is asking to include "full history of the Facility proposed, including extraordinary events, such as accidents in which the Facility proposed was involved". Is this description, to be included in the Technical reply? If so, where in the reply?	The Data should be attach to the RFP documents, and marked as "History of Adverse events".
General Terms and Condition	In Section 16.8 Health Corporation is also asking to include "full history of the Facility proposed, including extraordinary events, such as accidents in which the Facility	The data will not be used negatively in terms of scoring. This request is for the association's professionals to learn from past history, and it will not be transferred to anyone outside the personnel involved in this project.

	proposed was involved". Please clarify as to what types of accidents and events Health Corporation would like to be included in the description? How will these items be evaluated? In case such an event happened, will this be evaluated negatively compared, for instance, to zero events for a system that is not in operation anywhere in the marketplace?	
General Terms and Condition; Appendix E - Point 15	Is the Health Corporation asking for the summary of our technical specifications? What information is requested regarding "Equipment Publications"?	All equipment specifications, including, but not limited to, Machine characteristic, foot print, beam control etc.
Technical Specifications – Sections 4.2.3/4.2.3.4 - 4.2.3.4 -Manual setting of beam parameters (excepting patient/gantry positioning and beam modifiers) < 1 min	In which conditions do you would like to manually set the beam parameters? what additional parameters would you like to set up manually?	Please see changes in the emended Technical Specifications.
Section 4.4.11.2 Technical Specifications - Please describe and document, as applicable, safety records for your proton therapy delivery systems in clinical operation at the time of this RFP response.	Please clarify what is meant by "safety records".	Please see changes in the emended Technical Specifications.
Documentation 12 - Technical specifications - Two (2) complete and detailed equipment system theory of operations manuals per treatment room.	Could the Health Corporation clarify what kind of material is expected with "theory of operations"? How is it different from the operator instructions materials?	Theory of Operations manuals are technical manuals (not user manuals). Such manuals may be specific to cyclotron, beam line, scanning systems, control systems, etc. In addition, Schematics and diagrams are generally included in these types of manuals
Documentation 12 - Technical specifications	Has the documentation described in Section 12.2 to be provided	All documents detailed in Section 12 should be provided with the offer on the Final Submission Date.

	within 14 days by the selected bidder, similar to what is written in Section 12.1, or should it already be included in the RFP documentation?	
Appendix E - Point 9	In the list of documents to be provided, for the Health Corporation is requesting RAMS including MTBF. Please specify as to what information is being requested?	The following data is being requested: 1. Uptime 2. Maintenance-time-daily/weekly/monthly/yearly 3. Main failure parts and time to repair 4. Regarding any part that is often replaced, please specify the time that it takes for replacement and the maintenance required, including physics requirements, following service.
RFP 16.6.1	Clause 16.6.1 is unclear. We would like clarification as to whether the signature is only on the Agreement attached as Appendix C?	Signature is required in each document there is a place for the Bidder to sign including Appendix C.
RFP General	Are options allowed? If so, how are they calculated in the total cost as per RFP rules?	All options should be included in the offer. Therefore, no additional options that need to be calculated.
RFP 10.8	Does the Health Corporation have any preferential tax exemption for the importation of medical equipment?	No.
RFP 13.1.1	Clause 13.1.1 defines the criteria of evaluation. The offer includes several other features such as a software environment. How are those components evaluated?	Software environment will be evaluated by: 1. Ease of remote connecting 2. Platform for remote planning and video conference capability 3. High multi users login capability 4. Dose algorithm 5. Delivery technique and algorithm 6. Medical record system

RFP Appendix B	Under the Pricing Table listed in Appendix B, there is a requirement for an estimation of the cost of building and another one for the operational expenses (electricity,...) Is there a mechanism of validation of these costs?	14 hours/day of treatment.
RFP Appendix E	Please confirm EN 50126-1 is not applicable for this RFP.	This is not relevant.
Technical Specifications Appendix A, Section 2	The scope mentions the design and construction. For the avoidance of doubt, please clarify that the Supplier is not responsible for the design and construction of the building.	Correct, but the Supplier is responsible for approval of the building that will ensure the insertion and installation of the to be installed Supplier's system.
Technical Specifications Appendix A	Spec 4.2.3.6 Beam Emergency Stop (Hard Stop) and 4.2.3.7 Soft Stop requires clarification. Our understanding of an emergency stop is the time that elapses between pressing the emergency stop button and the actual beam shutoff. The signal time of an EMO switch including signal transfer to the protection system is in the ms range. Does this requirement refer to the duration from a false beam condition until an interlock is generated? For this parameter, we specify	Please specify the time delay for complete radiation shut-off and cessation of all mechanical motion in the patient treatment room.

	<p>a maximum dose error or too much irradiated dose. A soft stop is considered as a command to turn off the beam. This is easily possible within a second. In this case the irradiation is terminated or interrupted correctly and the patient is not exposed to any additional radiation. Could you please guide us to the exact requirement meaning in this case?</p>	
<p>Technical Specifications Appendix A, 4.4.11</p>	<p>This section mentions "Beam trip time for out-of-tolerance parameters shall be 10 μsec." Could you please clarify the meaning of "Beam Trip time"? We believe it may mean the duration from a false beam condition until an interlock is generated.</p>	<p>Please describe the safety system(s) and response time(s) that protect the patient from adverse radiation, out-of-tolerance clinical beam delivery, and protection from collision with moving equipment.</p>
<p>Technical Specifications Appendix A, 4.7.5</p>	<p>The parameter: Attenuation of the treatment beam is valid for photons. In protons the couch causes a range shift. This range shift is specified as WET by the manufacturer of the couch. We believe this specification is better defined as WET in g/cm² and not in %.</p>	<p>Range shift of the treatment beam through the support assembly at any angle. Please provide the percent difference in range shift for a low and high energy beam at gantry angles of 180 and 145 degrees. If percentage of change is not available, please specify in g/cm², or water equivalent thickness.</p>
<p>Technical Appendix A, Specifications 13.1</p>	<p>Can the equipment of the bunker with the proton therapy facility in Phase 1 be accomplished at a time when the complete building is not yet</p>	<p>Please refer to Illustration 1 (for conceptual purposes) for rigging and heavy equipment access points within the facility that are expected to remain in place for the lifetime of the proton center,</p>

	built? In this case it would be possible to bring in the heavy parts directly with the crane.	or at least until any/all subsequent phases are completed.
Technical Specifications Appendix A	For phase 1,2 & 3, we are expecting Health Corporation will be providing the bridge crane. It needs to remain there until the 4th Gantry is installed. Could you please confirm?	Confirmed- the crane will remain permanently installed, for future maintenance, and upgrades as required.
Technical Specifications Appendix A, Illustration 1	The resolution of the drawing at the end of the technical specification does not allow to read the dimensions. Would you please provide a drawing with readable dimensions?	Yes, the drawing is attached at the end of the docs.
Technical Specifications Appendix A	Is the treatment room height of 12 feet mandatory. Our standard design includes all imaging devices and devices for surface monitoring.	The final dimensions will be in accordance with the winning Supplier requirement. Currently it is in the conceptual scheme
Technical Specifications Appendix A, 4.2.3.4	Could you please clarify the meaning of "manual setting of beam parameters"? Table, gantry, snout and beam modifiers can be operated manually. Which other beam parameters do you understand need to be set manually?	This may include: energy selection, positional presets for gantry and couch, scanning pattern presets that are available directly from the in-treatment-room console, for quality assurance, research, or as required by medical physicist.
Technical Specifications Appendix A, 4.2.3.5	Could you please clarify the meaning of "beam parameters" in that context. Does this mean loading of treatment plan and the related data from the OIS to the console in 30 seconds?	Automatic setting of all patient treatment beam parameters from record and verify system < 0.5 min

Agreement 1.3	Could you please clarify the order of precedence? We believe the Supplier's proposal should not be last as it fully represents our offer.	The section is self-explanatory. No change in the section.
Agreement 1.4	We request to delete this Section. Any conflict with respect to the interpretation of the Agreement that is not resolved after applying Section 1.3's provisions will be resolved by mutual consent of the parties.	Health Corporation does not agree to any change in the section.
Agreement 2.3	We request that Friday and holiday eves will also be added to the exclusions listed in the definition, as they are not considered a full working day. Alternatively, please clarify that Friday and holiday eve will be deemed as a half Business Day.	Health Corporation does not agree to any change in the section. However, Fridays and official holidays in Israel shall be deemed as half Business Day.
Agreement 2.25	Subsections (i) – (iii) to the definition cover all works related to the delivery of the Facility, while subsection (v) is phrased in a very general and broad way that may create uncertainty whether all of the criteria for the issuance of the Acceptance Certificate were met. Accordingly, we request to delete subsection (v). Also, regarding subsection (iv), the Training Plan consists of several subsequent session. Accordingly, we would request to clarify that subsection (iv) only refers to the initial training required to operate the Facility	Health Corporation does not agree to any change in the section.

Agreement 4.4.3	We would request to add the following words at the end of the sentence, “, contained in the Agreement or otherwise provided to the Supplier in writing by the Health Corporation prior to the execution of the Agreement.”	Health Corporation does not agree to any change in the section.
Agreement 4.6.1	We would request to add the following words at the end of subsection (ii) “, other than those obligations and liabilities directly affected by such inaccuracies, errors, misstatements, omissions, discrepancies, defective or incomplete descriptions or information”.	Health Corporation does not agree to any change in the section.
Agreement 4.7	Please delete the words “or implied” at the end of the second line of the first sentence.	Health Corporation does not agree to any change in the section.
Agreement 5.2	<p>1) The two last sentences conflict with the provisions of Section 1.3 and thus we request they will be deleted.</p> <p>2) In addition, please clarify that the turn-key basis only applies to the delivery and installation of the Facility itself. The Supplier will not be liable nor responsible to provide, deliver, construct and/or otherwise repair any construction and/or infrastructure works (including the Hospital Works), which will be performed by the Health Corporation relevant contractors.</p>	<p>1) Health Corporation does not agree to the changes requested in 1).</p> <p>2) Changes in 2) are approved as modified in the Agreement.</p>
Agreement 5.2	The technology that will be supplied will be as provided in the	Health Corporation does not agree to any change in the section

	<p>Agreement. Accordingly, please delete the words “while applying state-of-the-art technology at the end of the last sentence.</p> <p>In addition, for the avoidance of doubt, could we please clarify that building works are not within the scope of this RFP.</p>	
Agreement 5.4	<p>Please replace the words “highest” in the third line of the first sentence with the words “market standard”.</p> <p>Additionally, as we refer to market standards and local regulations, it would seem that at “Health Corporation sole discretion” could create a discrepancy. “full satisfaction” (used in the last sentence) is a broad term that is open for interpretation. Accordingly and in order to avoid uncertainties, please delete the last sentence or alternatively, clarify that “full satisfaction” and any similar term means “in accordance with the terms of the Agreement”.</p>	Health Corporation does not agree to any change in the section
Agreement 5.5	<p>We suggest that this applies within the limits of the software licenses’ under purchase agreement. In addition, please consider that since the software licenses included under the Facility are subject to generic terms that cannot be amended and/or otherwise changes, we request that all provisions and</p>	Health Corporation does not agree to any change in the section

	<p>undertakings concerning such software will be subject to the terms of such software licenses. Finally, please note that certain software may have a license expiration date, especially when related to research activities. We would like to suggest this is taken into account please.</p>	
Agreement 5.7.2	<p>As indicated previously, parts of the training take place months after the system acceptance and go live, and therefore, the acceptance should not be withheld for the benefit for both parties. We suggest this clause is deleted.</p>	<p>Health Corporation does not agree to any change in the section.</p> <p>Training shall be done in accordance with the Training Plan approved by Health Corporation.</p>
Agreement 5.8	<p>Please confirm that all such updates to the safety regulations shall be in the spirit of applicable laws and in writing.</p>	<p>Changes approved. Please see as modified in the Agreement</p>
Agreement 5.10	<p>We request to add the following words at the end of the second sentence “detected by the Supplier”. In addition, please clarify that notwithstanding any provision to the contrary and as the Hospital Works are provided by a third party, the Supplier shall not be liable to any damages incurred with respect and/or in connection with the Hospital Works, excluding damages arising directly from the Supplier’s breach of its supervision obligations under this Agreement. Without derogating from the Health Corporation responsibility and</p>	<p>Health Corporation does not agree to any change in the section.</p>

	<p>liability to complete the Hospital Works in due time, the Supplier's supervisory services will be limited to detecting material non-compliance of the Hospital Works with the scope of the Supplier's Building Interface Document. In the event such non-compliance occurred, the Works will be delayed until the non-compliance is remedied and the time schedules will be updated accordingly.</p>	
Agreement 5.11.9.3	<p>We select carefully our personnel based on experience and qualifications. We suggest this clause is deleted as 5.11.9.4 is sufficient.</p>	<p>Health Corporation does not agree to any change in the section.</p>
Agreement 5.11.9.5	<p>This clause could be in conflict with local labor laws, we suggest it is restricted to within working hours agreed upon, all during the normal business hours of the Supplier and as reasonably possible.</p>	<p>SPM shall only work during business hours, as defined by Health Corporation according to its needs.</p>
Agreement 5.11.12	<p>In order to ensure the Supplier's compliance with applicable law and its contractual obligations towards third parties, we would request that any replacement request will include the reason such replacement is required and that it would have to be mutually agreed. Furthermore and in order to provide sufficient time to recruit an adequate replacement, we request to extend the period for appointing a replacement to 90 days (instead of 30).</p>	<p>Health Corporation does not agree to any change in the section. However, a replacement request will include the reason such replacement is required.</p>

<p>Agreement 5.12</p>	<p>The solution suggested contains all the needed interfaces, and as blanket access to proprietary information cannot be provided, we suggest we provide all the usual schematics and data (Refer please to offer). In addition, we suggest to provide further schematics and data needed for mutually agreed upon projects. Also, please note that the Health Corporation is provided with access under Section 6.2.</p>	<p>Health Corporation does not agree to any change in the section. However, Health Corporation shall agree to sign a CDA according to terms provided by Health Corporation.</p>
<p>Agreement 5.19</p>	<p>As the term “most advanced” is a broad term which is open for interpretation and in order to avoid any uncertainties, we would request your clarification that notwithstanding any provision to the contrary, the Facility’s technical specifications will be inline with the terms of the Supplier’s offer. Furthermore, the Supplier cannot be expected to upgrade such specifications in the event that a more advanced feature is introduced to the market after the Supplier has already submitted its bid. The Health Corporation will be free to order upgrades (to the extent relevant) at such terms to be negotiated by the parties.</p>	<p>Health Corporation does not agree to any change in the section.</p>
<p>Agreement 6.2</p>	<p>Health Corporation right of free access shall be subject to (a) prior coordination between the parties; and (b) that any third party which will be</p>	<p>Changes Approved. The CDA will be pursuant to terms to be provided by Health Corporation.</p>

	granted with access in accordance with Section 6.2 on behalf of the Health Corporation will execute a non-disclosure agreement to the benefit of the Supplier.	
Agreement 6.5	In order to allow the Supplier to replace or (as the case may be) repair any rejected Works, we would request that all such rejections shall be in writing and will detail the reasons for such rejection.	Changes Approved.
Agreement 10	The payment terms would make this agreement unbookable under most accounting principles. We would like that you reconsider.	Health Corporation does not agree to any change in the section. Please see changes in the Agreement of the payment terms.
Agreement 10.1.1.2	Please confirm that any bank Guarantee may be replaced by providing a guarantee of the Supplier's parent company.	Health Corporation does not agree to any change in the section.
Agreement Section 11.1	Re consider the Delivery terms	Please see changes in this Section.
Agreement 11.4.2	We would request the following words will be added at the end of the last sentence "other than damages and/or loss arising from the Health Corporation and/or anyone on its behalf's malicious or negligent acts or omissions.	See changes in the Agreement
Agreement 12	As is customary in these types of engagements, please clarify that the Health Corporation will not	Health Corporation does not agree to any change in the section.

	start using the Facility prior to the issuance of the Acceptance Certificate. Without derogating from the above, in the event the Health Corporation will start using the Facility prior to such issuance, the Facility will be deemed as accepted by the Health Corporation.	
Agreement 12.2	DDP is defined as both Delivery Duty Paid and Detailed Design Plan. For the avoidance of doubt, could you please expand on which definition applies in this clause.	See changed in the Agreement
Agreement 12.7	The training takes place in several phases, some of it after acceptance We request therefore that (1) is deleted. In addition, we are unable to forecast the advances of hardware and software, so we suggest that (3) refers to the “latest release of hardware and software”, within the scope of this agreement.	Health Corporation does not agree to any change in the section. However, training shall be done in accordance with the Training Plan approved by Health Corporation.
Agreement 12.10	3) We would request that the actions detailed in Section 12.10 may only be taken if the Supplier’s failure to meet the relevant Milestone exceeded 30 Business Days. 2) Furthermore, please clarify that the exercise of an amount equivalent to 50% of the Down Payment Guarantee shall	1) See change in the Agreement. 2) Health Corporation does not agree to any change in the section.

	<p>be deemed as the final and sole remedy afforded to the Health Corporation for the delay in meeting the Milestones.</p>	
<p>Agreement 13.2</p>	<p>Please clarify that notwithstanding any provision to the contrary, the decision whether a certain component, hardware or material is defective shall be made by mutual consent of the parties. If the parties fail to reach such consent, the alleged defective component, hardware or material shall be sent to a third party lab which findings shall bind the parties. The consideration for such lab's services shall be covered by the party which findings were not accepted by the lab. Furthermore and notwithstanding any provision to the contrary, the Warranty As is customary in this kind of engagements and notwithstanding any provision to the contrary, the Warranty shall not apply in the following events: (a) unreasonable use of the Facility (including any part thereof) and/or such use which deviates from the manufacturer's instructions and guidelines; (b) the Facility (including any part thereof) has been disassembled, repaired, altered or modified without the Supplier's prior written approval;</p>	<ol style="list-style-type: none"> 1) Health Corporation does not agree to any change in the section. 2) Environs is self-explanatory.

	<p>and/or (c) exposure of the Facility (including any part thereof) to unfit environmental conditions (power spikes, fire, humidity, water etc.). In any of such cases, all repair services will be charged and provided in accordance with the Supplier's standard terms and conditions.</p> <p>In addition, we are not sure what does the term "environs" include. The responsibility of warranting "environs" should lay with providers of said "environs".</p>	
<p>Agreement 13.4</p>	<p>We suggest to remove "or any third party".</p>	<p>Health Corporation does not agree to any change in the section.</p>
<p>Agreement 13.9.4</p>	<p>Please clarify that notwithstanding any provision to the contrary, the penalty provided under Section 13.9.4 shall be the sole remedy afforded to the Health Corporation with respect to the failure to meet the guaranteed uptime percentage. In any event, such penalty</p>	<p>Health Corporation does not agree to any change in the section.</p>

	shall be capped to an agreed upon amount.	
Agreement 13.12	As requested in a previous clarification request, the decision whether the Warranty has been breached will be decided by mutual consent of the parties. Furthermore, the repair (or as the case may be) replacement of the defective component shall be the sole remedy afforded to the Health Corporation in case of breach of Warranty, excluding in the event such breach directly resulted in a third party claim (for which the Health Corporation shall be entitled to indemnification in accordance with the terms of this Agreement).	Health Corporation does not agree to any change in the section.
Agreement 13.13.3	We would request to add the following words at the end of the sentence “, all to the extent such liquidated damages do not cover the direct damages caused to the Health Corporation and in the amount of the difference between the Health Corporation actual direct damages and the liquidated damages amount”.	Health Corporation does not agree to any change in the section.
Agreement 13.16	Transfer of the Warranty services to a third party will adversely affect the Supplier’s ability to ensure that the Facility is properly maintained. Accordingly, please clarify that in such event and notwithstanding any	See changes in the Agreement

	provision to the contrary, the Warranty obligations shall cease to apply to the Supplier.	
Agreement 16.6	May we please receive a copy of the Hospital's rules and regulations?	The request for this documentation is too broad to provide.
Agreement 16.14	The lack of electricity would hinder or stop our installation and testing processes. Therefore, we would require that the last sentence is deleted.	The requested deletion is approved.
Agreement 16.16.1	Please clarify the definition of "comfort".	Health Corporation does not agree to any change in the section. The term is self-explanatory.
Agreement 16.16.6	May we please receive a copy of the Health Corporation procedures and/or instructions.	The request for this documentation is too broad to provide.
Agreement 16.16.8	May we suggest that this is limited to negligent or at fault circumstances.	The limitation requested is approved.
Agreement 16.17.7	Please limit this to "as regards to Supplier works".	The limitation requested is approved.
Agreement 18	Please clarify that Liquidated Damages clause is to be discussed and agreed upon.	Health Corporation does not agree to any change in the section.
Agreement 18.3	We would request to delete this Section.	Health Corporation does not agree to delete this section.
Agreement 19.6	There may be other grounds that would make a change of specification impossible, such as the change is not feasible from a technical perspective. Accordingly, please clarify that the Supplier may object to any Change Order, subject to such	The suggested change is approved.

	objection being made in good faith.	
Agreement 20	As a recognized publicly traded company, we suggest a Parent Company Guarantee instead of a Bank Guarantee.	Health Corporation does not agree to any change in the section.
Agreement 20.2	The expiry date of the Down Payment Guarantee was not provided. Please confirm that the Down Payment Guarantee will be returned to the Supplier or may be otherwise cancelled by the Supplier upon the receipt of the second payment by the Supplier.	The expiry is detailed in Section 20.6
Agreement 21 & 11.4.2	We suggest to structure the coverage of risks in a more cost effective but still comprehensive way.	As there was no specific suggestion, request is denied.
Agreement 22.4.1	Please clarify that the Supplier shall remain the sole owner of all background Intellectual Property Rights used in the framework of the Works.	See change in the Agreement.
Agreement 23.2	Termination of the Agreement, for any reason, does not justify non-payment for actual work provided under the Agreement. Accordingly and taking into account the Health Corporation right to receive payment for infringement of certain obligations, we request that in the event described in Section 23.2, the Supplier shall be entitled to receive and retain payments made for Works provided up to the date of termination.	See change in the Agreement.

Agreement 23.3	<p>Due to the long term obligations that will have to be undertaken by the Supplier in the framework of the Agreement, we would request that this clause be deleted.</p> <p>Alternatively, please clarify that termination for convenience can only be made as of the commencement of the Initial Maintenance Period and that in such case, the Supplier shall be paid for all Works performed up to the termination date and also for obligations undertaken by the Supplier (that cannot be terminated without incurring payment) prior to the termination date.</p>	Health Corporation does not agree to any change in the section.
Agreement 23.4	<p>The Supplier cannot waive in advance such rights afforded to it by Applicable Law, including the right to terminate the Agreement for cause. Accordingly, we request to delete this Section.</p>	Health Corporation does not agree to deleting this section.
Agreement 23.5.4, 23.5.5	<p>We request to delete these Sections, as providing such waivers is not in accordance with our internal policies and may impose difficulties in trying to assess the risks of this engagement.</p>	Health Corporation does not agree to the deletion of these sections.
Agreement 24.1.3	<p>We would request that the following wording will be added at the end of the sentence “, all to the extent directly arising from the Supplier’s acts or omissions.”</p>	Health Corporation does not agree to any change in the wording of this section.
Agreement 24.1.5	<p>We would request that the following wording will be added at the</p>	The following wording will be added at the end of this section: "excluding to the

	end of the sentence “, excluding to the extent such claims arise from the Health Corporation breach of the Agreement.”	extent such claims arise from the Health Corporation direct breach of the Agreement.”
Agreement 24.2	Indemnification payments will be made in the amount awarded against the Health Corporation under a final and non-appealable judgment, within 45 days thereof.	Health Corporation does not agree to any change in the section.
Agreement 24.3.3	We would request to delete the words “and expense”.	Health Corporation does not agree to the requested deletion in the section.
Agreement 24.4	In order to balance the provisions, may we suggest that the Supplier’s total liability shall not exceed the amount of payments received by the Supplier during the 6 months period preceding the date such Damages occurred.	Health Corporation does not agree to any change in the section.
Agreement 24.5.1	We would request to delete this subsection, as an endemic failure event is already covered under the Warranty and the Health Corporation is, any case, entitled to certain liquidated damages under the terms of the Agreement.	The requested changes are approved.
Agreement 24.7	We would request to add the following words at the end of the Section “, excluding to the extent such damages arise from any act or omission of the Supplier and/or anyone on its behalf.	Health Corporation does not agree to the suggested addition.
Agreement 25	The Supplier is part of a global group and as such, employs various group members (based, inter alia, on expertise and availability) in the provision of the Supplier’s services.	Health Corporation does not agree to any change in, or clarification of, the section.

	<p>Due to the fact that such group members and the Supplier are all ultimately owned by the same parent company, most of the provisions and obligations in Section 25 that are relevant to subcontractor – prime contractor relationships are not required. Accordingly, we would request your clarification that the Supplier will not be required to approve in advance the provision of Works through any of its subsidiaries and/or sister companies and such entities will not be considered as Subcontractor for the purposes of this Agreement, but part of the Supplier.</p>	
Agreement 25.1.4.3	<p>As the Subcontractor is engaged by the Supplier and in order to avoid any conflicts or misunderstandings, we would request to clarify that all communication with the Subcontractor shall be made through the Supplier and the Health Corporation will refrain from directly instructing the Subcontractor (unless such act was approved in advance by the Supplier).</p>	<p>Health Corporation does not agree to any change in, or clarification of, the section.</p>
Agreement 25.1.4.4	<p>The Subcontractor cannot provide services and Spare Parts directly to the Health Corporation, as such action undermines its position as subcontractor. Please clarify that any orders of services and/or Spare Parts by</p>	<p>Any orders of services and/or Spare Parts by the Health Corporation will be issued to the Supplier or subcontractor that was approved by the Supplier. The Supplier has full responsibility for the subcontractor that is working in the facility and hired by it.</p>

	the Health Corporation will be issued to the Supplier (which shall be free, but in no way obligated, to order them from the Subcontractor).	
Agreement 30.1	For the sake of balancing the clauses, specifically Clause 23.5.5, we would request please to delete the second sentence.	Health Corporation does not agree to the deletion of the section.
Agreement 30.3	Please clarify that notwithstanding any provision to the contrary, any set-off by the Health Corporation will be subject to the issuance of a 30 days prior written notice to the Supplier.	Health Corporation agrees to the clarification requested.
Appendix E	Is the document requested at point 4 of Appendix E a summary of the technical specifications in a tabular form? What is the "Health Corporation" expecting the supplier to provide with the documents specified at point 4 of Appendix E?	Health Corporation requests that the needed documents for designing and operate the national proton facility, will be submitted with your proposal.
Technical specifications 4.8.1.3: Real-time patient position monitoring via an infrared reflector system, optical surface matching system, or other solution	Do we have to provide, included with the PT system, a surface patient position monitoring system or just prove, like for gating, that the proposed Proton Therapy System is compatible with a commercial solution?	The Supplier should provide all supporting treatment systems. Any system that is not included, and must be purchased separately, shall be specifically defined by the Supplier . Please note, the winning Supplier will have to install the most advanced technology and supporting systems, without additional cost, unless it is specifically excluded in the Supplier proposal.
Draft Agreement	"Health Corporation " asks for a significant deferred in the Agreement draft provided with the RFP documentation. What level of financial guarantee will be provided to the supplier?	No financial guarantee will be provided to the supplier
Appendix E	In appendix E, the documents requested from point 19 to point 26 are also requested in the document "technical specification" which, to our understanding, corresponds to	Since it is a duplication, it can be provided in Appendix A and cross referenced to Appendix E.

	Appendix A. How " Health Corporation " would like the supplier to provide these documents? Both in Appendix A and E, just in Appendix A and we can then cross reference in Appendix E?	
RFP Appendix E	<p>Appendix E Document 15 requests "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".</p> <p>Could you please clarify the content and purpose of this document? Document 4 asks for technical specification, so we assume something different is considered. We have assumed that the meaning of Equipment publications" in this context could mean Posters or b)Test Reports. Additionally, we are unsure of the meaning of technical performance specifications. We have assumed that it could mean a) factory acceptance test protocol or b) customer acceptance tests. We would appreciate your elaboration on this requirement please.</p>	<p>ALL necessary documents for maintenance and support of the proper functional operation of the facility are required. The documents need to be as detailed as possible in order to specify the design, plan and operation of the facility.</p> <p>The Documents requested will be related to: electricity, air conditioning, water, gases etc.</p>
RFP Appendix E	<p>Document 11 asks for Details regarding electricity consumption and other consumptions such as cryogenics. Document 19 requests Utility Requirements as specified in the Technical Specifications. Meanwhile, the technical specification Section 5 requests information about power consumption, power requirements, HVAC ... Could it be that the content of these documents would be redundant, beside the information about cryogenics? Would it be possible to merge these document into one document or is a different content required for both documents? If different content is expected, could you</p>	<p>The RFP has been prepared from 3 files from different disciplines, and will be reviewed by each of the disciplines. (legal department, medical physics, engineering, management etc...)</p> <p>The repetitive information is needed so it will be accessible by each sector without "pulling" information and searching through all documents.</p>

	please elaborate on the desired content of the two documents?	
RFP Appendix E	Document 20 asks for Power Condition and other services including, but not limited to cryogenics, gases, compressed air, HVAC, etc. as specified in the Technical Specifications. It seems like this is related to section 6 of the technical specification. Cryogenics, gases, compressed air, HVAC, etc. are not addressed in this section. This content is probably covered by document 19. Could you please clarify the desired content for document 20.	The RFP has been prepared from 3 files from different disciplines, and will be reviewed by each of the disciplines. (legal department, medical physics, engineering, management etc...) The repetitive information is needed so it will be accessible by each sector without "pulling" information and searching through all documents
Technical Specifications Section 4.4.7	"Gantry Angle vs MU linearity. Please provide linearity variations to deliver 2Gy/litre at gantry angles 0, 90, 180, 270 degrees for 3 energies (min, mid, max)". Does this mean "dependence of MU delivery on angular position" and the max. deviation depending on the gantry angle? We are unsure what the term "Linearity" means in this context, and would appreciate if you could please elaborate on this.	Please provide monitor unit linearity test results and tolerance specifications to deliver 2Gy/litre at gantry angles 0, 90, 180, 270 degrees for 3 energies (min, mid, max). Alternatively, please provide MU/doserate dependence on gantry angle, for multiple energies.
Technical Specifications Section 4.2.3.4	"Manual setting of beam parameters (excepting patient/gantry positioning and beam modifiers) < 1 min" Regarding the setting of beam parameters, could you please clarify which are the settings that would be manually set?	4.2.3 – We assume this functionality exists for all relevant parameters. Prefer that it will be easy and fast "<1 min" 4.2.3.4 -This may include: energy selection, positional presets for gantry and couch, scanning pattern presets that are available directly from the

		<p>in-treatment-room console, for quality assurance, research, or as required by medical physicist.</p> <p>Please refer to the entire Section 4.2.3 as rephrased.</p>
<p>Technical Specification Section 5.6</p>	<p>“State the annual power consumption of your system for the clinical stages defined in Timetable (Section 3)”. The table in section 3 relates to different project stages: - Vault Constructions - Installation of the accelerator - Acceptance and Commissioning - Clinical Operation</p> <p>The power consumption could vary a lot during installation and commissioning, depending on the timeline, and the working hours/ shift schedule during installation. A reasonable yearly power consumption can hardly be provided for these circumstances. Perhaps the question relates more to the power requirements (power stability, peak power, max installed load at the various stages of the installation?)</p>	<p>Please assume 14 hours/day of treatment. From your experience- what is the power consumption for a facility with 2 gantries, 3 gantries and 4 gantries.</p> <p>The estimation should be for the clinical/operational phases and not on the installation and acceptance phases.</p>
<p>Technical Specifications Section 6.1</p>	<p>“Power-conditioning Equipment: HEALTH CORPORATION cannot guarantee the quality of its electrical power system. Selected Bidder must provide power-conditioning equipment (if necessary) to protect against sags, surges, etc., as the specified equipment and installation equipment requires. Selected Bidder must provide and install the power conditioning equipment, conduit, conductors, contractors, and other auxiliary equipment associated with the conditioned electrical supply.</p>	<p>The hospital utility supplies are from exclusive underground high-voltage lines. The voltage and frequency are very stable and power outages are relatively rare. However, we do anticipate that deep sags of up to 60msec (3 cycles) can happen occasionally.</p>

	<p>Selected Bidder will be responsible for compatibility of its equipment and the conditioned power supply. Selected Bidder must provide HEALTH CORPORATION with the electrical load requirements.”</p> <p>Regarding section 6.1 in Appendix A Technical Specifications, as we understand power quality is defined in terms of Voltage range, Frequency stability and wave form distortions. Stable operation of our equipment depends on these parameters. Effort to improve these parameters depends on the quality provided. Could you please specify the power quality you can ensure during the different phases of the project, construction, installation, commissioning and operation. That would allow us to estimate the related efforts more accurately.</p>	
<p>Technical Specifications Section 4.5.3</p>	<p>“Scanning technique: Describe techniques available (eg, layer by layer, volumetric repainting, etc). Describe beam position and profile at various distances from isocenter”</p> <p>Could you please clarify the meaning of beam position and beam profile in this context and which direction from the isocenter is of interest: perpendicular or along the beam axis?</p>	<p>Scanning technique: Describe the scanning techniques available (eg, layer by layer, volumetric repainting, etc). For each, please provide data on positional accuracy, variations in spot size, energy, etc., with depth, and as the beam moves increasingly further off-axis from isocenter. Describe repeatability and/or uncertainty specifications if applicable.</p>
<p>Technical Specifications Section 4.11</p>	<p>An ideal and cost effective solution could be to virtualize the existing Eclipse environment. Part of this effort would require an expansion of the current customer IT environment.</p>	<p>The National center will be managed by Tel Aviv Medical Center, but in a separate and individual platform. The system will have remote access for all hospitals in the country, and therefore a separate system/network is required which are not reliant on the</p>

		hospital's licenses or existing servers.
General	Is the 360 Gantry a mandatory?	It is not mandatory. The existence of 360 Gantry shall be taken into account in the evaluation process.
General Terms and Condition – Section 1. 2	Please change section 1.2 regarding number of facilities and the term of building such facilities.	Health Corporation does not agree to any change in this Section.
General Terms and Condition – Section 5.2	If a bidder is not selected, when do they get their money back? Immediately after being deselected or after 7 months?	Following the announcement of the Winner Bidder, Bid Guarantees shall be returned to the other Bidders at the time decided by Health Corporation
Sections 4.10 and 4.11 in Technical Specifications	We request that TPS & OIS be removed From the scope of this tender (4.10 and 4.11 in Technical Specifications).	Health Corporation does not agree to any change in the section
General	The cost of decommissioning the proton equipment at the end of its lifetime can represent a budget of several millions for large proton equipment.	Request Denied
General	The construction cost of the building that host the proton equipment represents a vast proportion of the overall project budget. Compact proton solutions offer the advantage of reducing the overall building costs by a factor 2 or more. These construction costs should be taken into consideration to have an exhaustive view on the total cost of ownership. We request that these costs are included in the tender	The RFP is for the equipment and service, the construction cost is not in the tender requirement.